

ANNOTATED MINUTES

Wednesday, June 25, 1997 - 6:00 PM
Corbett School District #39 Multi-Purpose Building
35800 E. Historic Columbia River Highway, Corbett

LAND USE PLANNING MEETING

Chair Beverly Stein convened the meeting at 6:10 p.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

- P-1 Continued First Reading of an ORDINANCE Adopting the East of Sandy River Rural Area Plan, a Portion of the Multnomah County Comprehensive Framework Plan.

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. CHAIR STEIN EXPLANATION OF PROCESS. PLANNER GORDON HOWARD PRESENTED STAFF REPORT, INCLUDING PLANNING STAFF RECOMMENDATIONS TO THE EAST OF SANDY RIVER RURAL AREA PLAN BASED UPON WRITTEN COMMENTS FROM THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT AND THE OREGON DEPARTMENT OF TRANSPORTATION. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF REVISIONS TO THE PROPOSED ORDINANCE'S EAST OF SANDY RIVER RURAL AREA PLAN, ADDING POLICIES AND LANGUAGE REGARDING AGGREGATE, STREAM PROTECTION (REVIEWING ALL PROPOSED DEVELOPMENT WITHIN 300 FEET OF A STREAM AND REQUIRING MINIMAL IMPACTS); REQUIRING STREAM CROSSINGS TO CONSIST OF BRIDGE OR ARCHED CULVERT; AND PUBLIC INFORMATION AND ASSISTANCE PROGRAM FOR STREAM PROTECTION. COMMISSIONER KELLEY COMMENTS IN SUPPORT OF HER AMENDMENTS.

BILL WECKS, ON BEHALF OF TROUT CREEK BIBLE CAMP, TESTIMONY IN OPPOSITION TO ORDINANCE/PLAN. COUNTY COUNSEL SANDRA DUFFY RESPONSE TO A QUESTION OF MR. WECKS. WILLIAM FINNEY TESTIMONY IN OPPOSITION TO ORDINANCE/PLAN. LENNART SWENSON TESTIMONY IN SUPPORT OF ORDINANCE/PLAN, URGING THE BOARD TO CONTINUE PROTECTION OF THE AREA. CAROL QUINN READ LETTER SUPPORTING PLANNING COMMISSION'S PLAN RECOMMENDATIONS, AND URGED THE BOARD TO CONSIDER ADOPTION OF THE CITIZENS ADVISORY COMMITTEE RECOMMENDED VISION STATEMENT. DALE BURKHOLDER, LEROY SMITH, PATRICIA GRAFF SMITH, ALAN STOKES, NEV SCOTT, KAY FINNEY, JEFF SMITH AND CLARENCE COURTRIGHT TESTIMONY IN OPPOSITION TO ORDINANCE/PLAN. MIKE GROVER TESTIMONY IN SUPPORT OF ORDINANCE/PLAN. CLINT DAVIS AND CHRIS WINTERS TESTIMONY IN OPPOSITION TO ORDINANCE/PLAN. MATTHEW LONG TESTIMONY IN SUPPORT OF ORDINANCE/PLAN. SHERWOOD DAVIS TESTIMONY IN OPPOSITION TO ORDINANCE/PLAN. KLAUSE HEYNE TESTIMONY IN SUPPORT OF PLANNING COMMISSION'S PLAN RECOMMENDATIONS. LINDIN BURK TESTIMONY IN OPPOSITION TO ORDINANCE/PLAN. [JOANNE WEISS, SANDIE REDFERN, MIKE BLACKWELL, DELTA KLINSKI, KEN BLANC, SANDY CARTISSEN, HENRY SCHWARTZ, DAN GRAFF, RICHARD CARTISSER AND TOM WIEMANN SIGNED UP TO TESTIFY BUT DONATED THEIR THREE MINUTES TO VARIOUS OPPOSITION SPEAKERS NEEDING ADDITIONAL TIME. [FRANK WINDUST SIGNED UP TO TESTIFY BUT DONATED HIS THREE MINUTES TO MIKE GROVER FOR HIS TESTIMONY IN SUPPORT.]

There being no further testimony, the public hearing was closed and the Board deliberations convened at 7:45 p.m.

CHAIR STEIN ADVISED THAT COMMISSIONER KELLEY'S AMENDMENTS WOULD BE CONSIDERED IN THREE SEGMENTS. COMMISSIONER KELLEY COMMENTS IN SUPPORT OF HER AGGREGATION AMENDMENT. FOLLOWING BOARD DISCUSSION, AGGREGATION AMENDMENT ADDING POLICY LANGUAGE TO 4A. AND 10A OF THE EAST OF SANDY RIVER RURAL AREA PLAN WAS UNANIMOUSLY APPROVED. COMMISSIONER KELLEY COMMENTS IN SUPPORT OF HER STREAM PROTECTION AMENDMENT AND CHANGES TO THE SIGNIFICANT ENVIRONMENTAL CONCERN ZONING OVERLAY DISTRICT. COMMISSIONER SALTZMAN COMMENTS IN OPPOSITION TO COMMISSIONER KELLEY AMENDMENT, AND IN SUPPORT OF PLANNING COMMISSION RECOMMENDATION OF 150 FOOT SETBACK INSTEAD OF COMMISSIONER KELLEY'S PROPOSED 300 FOOT SETBACK. COMMISSIONER HANSEN COMMENTS ADVISING HE SUPPORTS COMMISSIONER KELLEY'S AMENDMENT, BUT WANTS TO SEE WHAT CLARIFYING ZONING LANGUAGE IS DEVELOPED BY THE SECOND READING. COMMISSIONER COLLIER AND CHAIR STEIN COMMENTS IN OPPOSITION TO COMMISSIONER KELLEY'S AMENDMENT AND IN SUPPORT OF COMMISSIONER SALTZMAN'S SUGGESTION. STREAM PROTECTION AMENDMENT FAILED WITH COMMISSIONERS KELLEY AND HANSEN VOTING AYE, AND COMMISSIONERS COLLIER, SALTZMAN AND STEIN VOTING NO. MR. HOWARD RESPONSE TO QUESTION OF COMMISSIONER SALTZMAN REGARDING STREAM CROSSING POLICY. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, AMENDMENT ADDING KELLEY PROPOSED ADDITION TO POLICY 21A TO: "REQUIRE ANY STREAM CROSSING TO UTILIZE A BRIDGE OR ARCHED CULVERT WHICH DOES NOT DISTURB THE BED OR BANKS OF THE STREAM AND ARE OF THE MINIMUM WIDTH NECESSARY TO

ALLOW PASSAGE OF PEAK WINTER FLOWS." COMMISSIONER SALTZMAN COMMENTS IN SUPPORT. MR. HOWARD AND MS. DUFFY RESPONSE TO BOARD QUESTIONS AND DISCUSSION. AMENDMENT ADDING POLICY 21A REGARDING STREAM CROSSING REQUIREMENT UNANIMOUSLY APPROVED. COMMISSIONER KELLEY COMMENTS IN SUPPORT OF HER PROPOSED AMENDMENT TO PAGE 57 OF THE PLAN TO READ THAT: "MULTNOMAH COUNTY SHOULD REGULATE DEVELOPMENT WITHIN [150/300] FEET OF THE CENTERLINE OF ANY SIGNIFICANT STREAM SO AS TO MINIMIZE EROSION AND VEGETATION REMOVAL. MULTNOMAH COUNTY SHALL DEVELOP A PUBLIC INFORMATION AND ASSISTANCE PROGRAM IN ORDER TO ENCOURAGE VOLUNTARY MEASURES TO PROTECT STREAMS WHICH FLOW INTO THE SANDY RIVER AND THEIR WATERSHEDS THROUGH THE USE OF SOUND MANAGEMENT TECHNIQUES." FOLLOWING DISCUSSION WITH MS. DUFFY, COMMISSIONER SALTZMAN MOVED, SECONDED BY COMMISSIONER COLLIER, TO STRIKE/DELETE THE FIRST SENTENCE AND REPLACE THE WORD "DEVELOP" WITH "SEED." AMENDMENT ADDING LANGUAGE TO PAGE 57 OF THE PLAN TO READ: "MULTNOMAH COUNTY SHALL SEED A PUBLIC INFORMATION AND ASSISTANCE PROGRAM IN ORDER TO ENCOURAGE VOLUNTARY MEASURES TO PROTECT STREAMS WHICH FLOW INTO THE SANDY RIVER AND THEIR WATERSHEDS THROUGH THE USE OF SOUND MANAGEMENT TECHNIQUES." UNANIMOUSLY APPROVED. IN RESPONSE TO A REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, THE TECHNICAL AMENDMENTS OUTLINED IN THE JUNE 25, 1997 PLANNING STAFF RECOMMENDATIONS TO THE EAST OF SANDY RIVER RURAL AREA PLAN BASED UPON WRITTEN COMMENTS FROM THE OREGON DEPARTMENT OF LAND

CONSERVATION AND DEVELOPMENT AND THE OREGON DEPARTMENT OF TRANSPORTATION (PAGES 6, 7, 10, 14, 17 AND 23) WERE UNANIMOUSLY APPROVED. COMMISSIONERS SALTZMAN, COLLIER, HANSEN, KELLEY AND CHAIR STEIN COMMENTS IN SUPPORT AND APPRECIATION FOR THE COMMUNITY TURN OUT AND CITIZEN ADVISORY COMMITTEE INVOLVEMENT. FIRST READING UNANIMOUSLY APPROVED, AS AMENDED. SECOND READING THURSDAY, JULY 10, 1997.

There being no further business, the meeting was adjourned at 8:20 p.m.

Thursday, June 26, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR BOARD MEETING

Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

CHAIR STEIN ADVISED THAT FOLLOWING TODAY'S REGULAR AGENDA, THE BOARD WILL BE DISCUSSING TWO LEGISLATIVE ISSUES, ONE REGARDING THE CITY OF GRESHAM PUBLIC SAFETY LEVY; AND THE OTHER REGARDING A BOARD LETTER TO LEGISLATORS URGING RESOLUTION OF MEASURE 50 BY JULY 15, 1997.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-27) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 Appointment of Charleah M. Couckuyt to the DUII COMMUNITY ADVISORY BOARD
- C-2 Re-appointments of Howard Shapiro and Tom Landye to the INVESTMENT ADVISORY BOARD
- C-3 Re-appointment of D'Norgia Price to the MERIT SYSTEM CIVIL SERVICE COUNCIL
- C-4 Budget Modification MCCF 2 Transferring \$36,000 Pass Through Appropriations to the Department of Community and Family Services Budget to Support the Contract Costs for the Caring Communities Coordination and the Youth Development Zone

DEPARTMENT OF AGING SERVICES

- C-5 Amendment 4 to Intergovernmental Agreement 100145 with Tri-Met, Extending Door to Door (LIFT) Rides for Frail Elderly through June 30, 1998
- C-6 Amendment 3 to Intergovernmental Revenue Agreement 400016 with Oregon Senior and Disabled Services, Revising Allocations for ASD Planning and Administration, Long Term Care for Elderly and Persons with Disabilities, and Contracted Community Services

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-7 Renewal of Intergovernmental Agreement 101178 with Portland Public Schools, for Implementation of Two Resource Team Models to Assist Families with Developmentally Disabled or Developmentally Delayed Children
- C-8 Renewal of Intergovernmental Agreement 101318 with Tri-Met, Providing Transportation Services for Persons with Developmental Disabilities
- C-9 Intergovernmental Agreement 101708 with the City of Portland for Providence Medical Center/Crisis Triage Center MCCFS Access to the City's Radio System and Maintenance of 800 MHz Radio Equipment
- C-10 Intergovernmental Agreement 103487 with Clackamas County Mental Health, for Mental Health and Family Support Services for Children and Families Enrolled in Multnomah County CAPCare

- C-11 Amendment 1 to Intergovernmental Agreement 103557 with Portland Public Schools, to Purchase Educational Aides in the Classrooms for Children with Mental Illness Served through Multnomah County CAPCare
- C-12 Amendment 1 to Intergovernmental Agreement 103787 with Oregon Health Sciences University, for In-patient Hospitalization for Children and Young Adults Enrolled in Multnomah County CAPCare
- C-13 Amendment 2 to Intergovernmental Revenue Agreement 104586 with Oregon Mental Health and Developmental Disability Services, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-14 Amendment 1 to Intergovernmental Revenue Agreement 700247 with the Oregon Youth Authority, Providing Food Services for OYA Youth and Staff Utilizing a Detention Pod at the Donald E. Long Detention Complex
- C-15 Budget Modification DJJS 8 Adding \$112,071 State Revenue for the Cost of Food Services for OYA Youth and Staff Utilizing a Detention Pod at the Donald E. Long Detention Complex for the Period October 1, 1996 through June 30, 1997
- C-16 Amendment 1 to Intergovernmental Agreement 700547 with the Oregon Health Division, Continuing the Study Design, Implementation and Evaluation Activities of the Truancy Diversion Project through September 30, 1997

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-17 Amendment 10 to Intergovernmental Agreement 30128-87 with the City of Wood Village, for County to Provide Certain Street Maintenance Functions for City
- C-18 Amendment 10 to Intergovernmental Agreement 30129-87 with the City of Troutdale, for County to Provide Certain Street Maintenance Functions for City
- C-19 Amendment 10 to Intergovernmental Agreement 30130-87 with the City of Fairview, for County to Provide Certain Street Maintenance Functions for City
- C-20 Intergovernmental Agreement 301557 with the City of Portland for Maintenance of County Roads in Unincorporated Western Multnomah County During FY 97-98

DEPARTMENT OF HEALTH

- C-21 Renewal of Intergovernmental Agreement 200468 with Oregon Adult and Family Services, Funding the STARS (Students Today Aren't Ready for Sex) Program in Multnomah County Middle Schools

SHERIFF'S OFFICE

- C-22 ORDER Acknowledging Unclaimed Property and Authorization of Transfer for Sale or Disposal

ORDER 97-122.

- C-23 Intergovernmental Agreement 800897 with the State of Oregon Department of Corrections for the Lease of Jail Beds in the State Prison System to House Inmates Sentenced Under SB 1145
- C-24 Budget Modification MCSO 5 Reclassifying a Senior Office Assistant to a Purchasing Specialist 1
- C-25 Budget Modification MCSO 6 Reclassifying a Deputy Sheriff to a Scientific Investigator
- C-26 Budget Modification MCSO 9 Reclassifying a MCSO Office Operations Supervisor to a Sheriff's Operations Administrator

DISTRICT ATTORNEY'S OFFICE

- C-27 Renewal of Intergovernmental Agreement 700055 with Legacy Emanuel Hospital and Health Center, Funding the CARES Program for Regional Child Abuse Assessments as Provided through the CAMI Grant

REGULAR AGENDA **PUBLIC COMMENT**

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

NO ONE WISHED TO COMMENT.

NON-DEPARTMENTAL

R-2 PROCLAMATION Honoring Retiring and Laid Off Multnomah County Employees

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-2. CHAIR STEIN EXPLANATION AND COMMENTS IN SUPPORT. PROCLAMATION READ. COMMISSIONERS HANSEN, KELLEY AND SALTZMAN COMMENTS IN APPRECIATION FOR RETIREES. PROCLAMATION 97-123 UNANIMOUSLY APPROVED.

R-3 RESOLUTION Approving Renewal of TCI of Oregon, Inc. Franchise Agreement

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. COUNTY MT. HOOD CABLE REGULATORY COMMISSION REPRESENTATIVE ROYAL HARSHMAN AND TCI REPRESENTATIVE BRAD NOSLER EXPLANATION, COMMENTS IN SUPPORT AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER SALTZMAN MOVED, SECONDED BY COMMISSIONER KELLEY, AMENDMENT TO FRANCHISE AGREEMENT SECTION 12.2. MR. HARSHMAN AND MR. NOSLER EXPLANATION. AMENDMENT TO FRANCHISE AGREEMENT SECTION 12.2 UNANIMOUSLY APPROVED. COMMISSIONER SALTZMAN COMMENTS IN SUPPORT OF AGREEMENT PROVISIONS AND IN APPRECIATION FOR EFFORTS OF MHCRC AND TCI. RESOLUTION 97-124 UNANIMOUSLY APPROVED, AS AMENDED.

DEPARTMENT OF SUPPORT SERVICES

R-4 RESOLUTION Adopting a Supplemental Budget for Multnomah County, Oregon, for Fiscal Year July 1, 1996 to June 30, 1997 and Making Appropriations Thereunder Pursuant to ORS 294.435

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL

**OF R-4. DAVE WARREN EXPLANATION.
RESOLUTION 97-125 UNANIMOUSLY APPROVED.**

- R-5 Intergovernmental Agreement 500317 with the State of Oregon, Approving the Facilities Lease and Sublease for the Expansion of Inverness Jail to House SB 1145 Inmates

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER COLLIER SECONDED, APPROVAL
OF R-5. DAVE BOYER EXPLANATION AND
RESPONSE TO QUESTION OF COMMISSIONER
SALTZMAN. CHAIR STEIN COMMENTS IN
APPRECIATION FOR WORK OF MR. BOYER,
SANDRA DUFFY, AND LAND USE AND FACILITIES
MANAGEMENT STAFF. AGREEMENT
UNANIMOUSLY APPROVED.**

- R-6 RESOLUTION Amending Multnomah County's Deferred Compensation Plan

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-6. MINDY HARRIS
EXPLANATION AND RESPONSE TO QUESTION OF
COMMISSIONER KELLEY. RESOLUTION 97-126
UNANIMOUSLY APPROVED.**

- R-7 RESOLUTION Authorizing Issuance, Sale and Delivery of Not to Exceed \$53,000,000 Multnomah County, Oregon Educational Facilities Revenue Bonds, Series 1997 (University of Portland Project); Delegating the Approval, Execution and Delivery of the Trust Indenture, the Loan Agreement, the Approval and Authorization of the Distribution of the Preliminary and Final Official Statements, and the Negotiation, Execution and Delivery of the Bond Purchase Agreement; and Related Matters

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-7. DAVE BOYER EXPLANATION.**

Commissioner Kelley was excused at 10:04 a.m.

RESOLUTION 97-127 APPROVED, WITH COMMISSIONERS HANSEN, COLLIER, SALTZMAN AND STEIN VOTING AYE.

SHERIFF'S OFFICE

- R-8 Budget Modification MCSO 4 Appropriating \$18,169 in COPS More Grant Funding to Fund a Mobile Community Policing Office in the Columbia Gorge

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-8. LARRY AAB EXPLANATION. COMMISSIONER HANSEN COMMENTS IN SUPPORT. BUDGET MODIFICATION APPROVED, WITH COMMISSIONERS HANSEN, COLLIER, SALTZMAN AND STEIN VOTING AYE.

- R-9 Budget Modification MCSO 7 Adding \$286,065 Department of Justice Immigration Revenue, and Increasing the Corrections Appropriations for Overtime and Equipment

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. LARRY AAB EXPLANATION AND RESPONSE TO QUESTION OF CHAIR STEIN. BUDGET MODIFICATION APPROVED, WITH COMMISSIONERS HANSEN, COLLIER, SALTZMAN AND STEIN VOTING AYE.

Commissioner Kelley returned at 10:08 a.m.

- R-10 Budget Modification MCSO 8 Transferring \$21,000 from Professional Services to Supplies for the Purchase of Undercover Vehicles

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-10. LARRY AAB EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER SALTZMAN. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

R-11 Budget Modification DCC 9 Reducing Revenues and Expenditures by \$351,602 to Correct the State Corrections Revenue Appropriation

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. MEGANNE STEELE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

R-12 Budget Modification DJJS 6 Transferring \$30,210 from the Multnomah Commission on Children and Families Budget to the Juvenile Community Justice Budget for Contracted Strategic Planning Services

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-12. MEGANNE STEELE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

R-13 Budget Modification DJJS 9 Adding \$69,494 in Federal Medicaid Revenue to Fund a Higher Proportion of Assessment Intervention Transition Program Staffing

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-13. MEGANNE STEELE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY'S OFFICE

R-14 Budget Modification DA 11 Authorizing Contingency Transfer in the Amount of \$369,096 to Offset the General Fund Portion of the Multnomah County Prosecuting Attorneys Association Agreement Adopted October 31, 1996

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-14. TOM SIMPSON EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF AGING SERVICES

- R-15 Intergovernmental Revenue Agreement 400018 with Oregon Senior and Disabled Services, Providing Funding for ASD Planning and Administration, Long Term Care for Elderly and Persons with Disabilities, and Contracted Community Services

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-15. JIM MCCONNELL
EXPLANATION AND RESPONSE TO BOARD
QUESTIONS. AGREEMENT UNANIMOUSLY
APPROVED.**

- R-16 Budget Modification ASD 9701 Adding \$467,907 in Federal Medicaid Funds from the Final State of Oregon Allocation, and \$25,000 in Providence Elderplace Funds for Local Match

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-16. KATHY GILLETTE EXPLANATION.
BUDGET MODIFICATION UNANIMOUSLY
APPROVED.**

- R-17 Budget Modification ASD 9702 Adding \$77,891 in Federal Older American Act Funds for Ethnic Outreach Services and Potential Construction Costs for the East Portland Community Center's Senior Section

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER COLLIER SECONDED, APPROVAL
OF R-17. KATHY GILLETTE EXPLANATION.
BUDGET MODIFICATION UNANIMOUSLY
APPROVED.**

- R-18 Budget Modification ASD 9703 Adding \$20,614 in Federal Medicaid Funds for Moving and Remodeling Costs for the Adult Care Home Program Move to the ASD Southeast Branch

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-18.**

Commissioner Hansen was excused at 10:24 a.m.

***KATHY GILLETTE EXPLANATION AND RESPONSE
TO QUESTIONS OF CHAIR STEIN AND
COMMISSIONER SALTZMAN. BUDGET
MODIFICATION APPROVED, WITH
COMMISSIONERS KELLEY, COLLIER, SALTZMAN
AND STEIN VOTING AYE.***

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-19 Intergovernmental Agreement 103847 with the City of Portland, Utilizing Supplemental Community Development Block Grant Funds for Public Works Projects to Repair February, 1996 Flood Related Damage to the Johnson Creek Floodway and the Macleay Park and Balch Creek Area

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-19.***

Commissioner Hansen returned at 10:27 a.m.

***JANET HAWKINS EXPLANATION AND RESPONSE
TO QUESTIONS OF COMMISSIONER KELLEY,
CHAIR STEIN AND COMMISSIONER SALTZMAN.
AGREEMENT UNANIMOUSLY APPROVED.***

- R-20 Budget Modification CFS 17 Adjusting the Division of Behavioral Health Budget to Reflect Changes in the Oregon Mental Health and Developmental Disabilities Services Division Intergovernmental Revenue Agreement

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-20. KATHY TINKLE
EXPLANATION. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.***

- R-21 Budget Modification CFS 18 Adjusting Several Program Budgets within the Department to Bring Budgets in Line with Projected Expenditures and to Reflect Actual Revenue Agreements

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-21. KATHY TINKLE***

***EXPLANATION. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.***

- R-22 Budget Modification CFS 19 Increasing the Division of Child, Youth and Family Program Budget by \$447,494 in Additional Family Support and Preservation Grant Revenue from the Oregon Commission on Children and Families

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-22. KATHY TINKLE
EXPLANATION. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.***

- R-23 Budget Modification CFS 20 Adjusting the CapCare Enterprise Fund to Reflect New Revenue and Lower Medicaid Revenue Resulting in Less Capitation Revenue and Salary Savings Due to Delayed Hiring

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-23. KATHY TINKLE
EXPLANATION. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.***

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-24 Second Reading and Adoption of an ORDINANCE Amending Multnomah County Code Chapters 4.10, 4.30 and 4.51 to Conform with Changes in State Law Regarding Elections

***ORDINANCE READ BY TITLE ONLY. COPIES
AVAILABLE. COMMISSIONER KELLEY MOVED
AND COMMISSIONER COLLIER SECONDED,
APPROVAL OF SECOND READING AND
ADOPTION. NO ONE WISHED TO TESTIFY.
ORDINANCE 881 UNANIMOUSLY APPROVED.***

DEPARTMENT OF HEALTH

- R-25 Budget Modification HEALTH 3 Increasing Ryan White Appropriation Based on Increased Grant Funds Received by the Health Department

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-25. TOM FRONK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

R-26 Budget Modification HEALTH 4 Appropriating Funds for Personnel Services for County Employees Working for CareOregon

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-26. TOM FRONK EXPLANATION. MR. FRONK AND DAVE WARREN RESPONSE TO QUESTION OF COMMISSIONER KELLEY. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

CHAIR STEIN INTRODUCED LEGISLATIVE ISSUES FOR BOARD DISCUSSION, SUBMITTING AN ASSESSMENT AND TAXATION DIVISION DRAFTED LETTER FOR BOARD CONSIDERATION AND SIGNATURE URGING STATE LEGISLATORS TO RESOLVE MEASURE 50 ISSUE BY JULY 15, 1997. CHAIR STEIN ADVISED COUNTY TAX BILLS WILL BE LATE AS A RESULT. AT CHAIR STEIN'S REQUEST, VICE-CHAIR HANSEN COMMENTS IN OPPOSITION OF SENATE REVENUE COMMITTEE VOTE TO TAKE MONEY FROM MULTNOMAH COUNTY AND IT'S PARTNERS IN AN EFFORT TO COME UP WITH A STATEWIDE OR LOCAL LEGISLATIVE REMEDY TO MEASURE 50, AND HIS POSITION REGARDING CITY OF GRESHAM PUBLIC SAFETY MEASURE. DAVE WARREN EXPLANATION OF CITY OF GRESHAM REQUEST OF THE STATE FOR INCREASE OF TAXING AUTHORITY, ADVISING GRESHAM CITIZENS WILL NOT GET A TAX BREAK FROM MEASURE 50, COUNTY WILL COLLECT LESS TAXES, COUNTY CITIZENS WILL PAY LESS TAXES TO TAXING DISTRICTS INCLUDING THE COUNTY, PORT AND SCHOOLS, AND THAT GRESHAM CITIZENS WILL PAY MORE TAXES TO CITY OF GRESHAM. IN RESPONSE TO QUESTIONS OF CHAIR STEIN AND COMMISSIONERS KELLEY AND COLLIER, MR. WARREN DISCUSSED IMPACT OF 17% OR MORE

**REDUCTION IN TAXES. COMMISSIONERS
COLLIER AND SALTZMAN COMMENTS IN
SUPPORT OF COMMISSIONER HANSEN'S
POSITION.**

Commissioner Collier was excused at 10:56 a.m.

**COMMISSIONER KELLEY COMMENTS IN
SUPPORT OF COMPROMISE POSITION. CHAIR
STEIN COMMENTS IN SUPPORT OF
COMMISSIONER HANSEN'S POSITION, ADVISING
SHE ALSO WANTS TO ENCOURAGE DIALOGUE
WITH GRESHAM POLICE CHIEF BERNIE GUISTO
TO FIND OUT WHAT THEY REALLY NEED.
COMMISSIONER HANSEN COMMENTS IN
RESPONSE, ADVISING THE TIMING IS NOT GOOD
TO RUSH A LEGISLATIVE DECISION RIGHT NOW,
AND TO DISCUSS THE MATTER WITH GRESHAM
AFTER THE LEGISLATIVE SESSION IS OVER.
BOARD CONSENSUS DIRECTING COMMISSIONER
HANSEN TO CONVEY TO LEGISLATORS THAT A
MAJORITY OF THE BOARD SUPPORTS HIS
POSITION AND PLANS TO DISCUSS THE ISSUE
WITH GRESHAM; AND TO CONVEY THIS
INFORMATION TO SHARON TIMKO.**

*There being no further business, the regular meeting was adjourned and the
briefing convened at 11:05 a.m.*

Thursday, June 26, 1997 - 11:00 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFINGS

- B-1 Metro's South Willamette River Crossing Study Screening Results and
Recommendations. Presented by Christine Deffebach and Karen Schilling.

Commissioner Hansen was excused at 11:07 a.m.

KAREN SCHILLING INTRODUCED CHRISTINE DEFFEBACH OF METRO. MS. DEFFEBACH PRESENTATION AND RESPONSE TO BOARD COMMENTS. MS. DEFFEBACH TO PROVIDE BOARD WITH COPY OF WRITTEN RESPONSE.

- B-2 Board Discussion Regarding a Budget Policy to Encourage Departments to Save Money by Allowing Use of Unspent Appropriations in the Next Year. Presented by Dan Saltzman and Dave Warren.

DISCUSSION POSTPONED TO THURSDAY, JULY 17, 1997, IMMEDIATELY FOLLOWING THE REGULAR BOARD MEETING.

There being no further business, the meeting was adjourned at 11:30 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
PORTLAND, OREGON 97204
TELEPHONE • (503) 248-3277
FAX • (503) 248-3013

BOARD OF COUNTY COMMISSIONERS

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

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

AGENDA

FOR THE WEEK OF

JUNE 23, 1997 - JUNE 27, 1997

Wednesday, June 25, 1997 - 6:00 PM - Land Use Planning Hearing Page 2

Thursday, June 26, 1997 - 9:30 AM - Regular Board Meeting Page 2

Thursday, June 26, 1997 -11:00 AM - Board Briefings Page 8

Wednesday's land use planning hearing in Corbett will be taped and may be seen by Cable subscribers in Multnomah County at the following times:

Monday, July 14 - 7:00 PM, Channel 30

Tuesday, July 15 - 2:00 PM, Channel 30

Sunday, July 20 - 4:00 PM, Channel 30

Tuesday, July 22 - 2:00 PM, Channel 30

Thursday's regular meeting will be *cable-cast* live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

Wednesday, June 25, 1997 - 6:00 PM
Corbett School District #39 Multi-Purpose Building
35800 E. Historic Columbia River Highway, Corbett

LAND USE PLANNING MEETING

- P-1 Continued First Reading of an ORDINANCE Adopting the East of Sandy River Rural Area Plan, a Portion of the Multnomah County Comprehensive Framework Plan. 2 HOURS REQUESTED.
-

Thursday, June 26, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR BOARD MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 Appointment of Charleah M. Couckuyt to the DUII COMMUNITY ADVISORY BOARD
- C-2 Re-appointments of Howard Shapiro and Tom Landye to the INVESTMENT ADVISORY BOARD
- C-3 Re-appointment of D'Norgia Price to the MERIT SYSTEM CIVIL SERVICE COUNCIL
- C-4 Budget Modification MCCF 2 Transferring \$36,000 Pass Through Appropriations to the Department of Community and Family Services Budget to Support the Contract Costs for the Caring Communities Coordination and the Youth Development Zone

DEPARTMENT OF AGING SERVICES

- C-5 Amendment 4 to Intergovernmental Agreement 100145 with Tri-Met, Extending Door to Door (LIFT) Rides for Frail Elderly through June 30, 1998
- C-6 Amendment 3 to Intergovernmental Revenue Agreement 400016 with Oregon Senior and Disabled Services, Revising Allocations for ASD Planning and

Administration, Long Term Care for Elderly and Persons with Disabilities, and
Contracted Community Services

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-7 Renewal of Intergovernmental Agreement 101178 with Portland Public Schools, for Implementation of Two Resource Team Models to Assist Families with Developmentally Disabled or Developmentally Delayed Children
- C-8 Renewal of Intergovernmental Agreement 101318 with Tri-Met, Providing Transportation Services for Persons with Developmental Disabilities
- C-9 Intergovernmental Agreement 101708 with the City of Portland for Providence Medical Center/Crisis Triage Center MCCFS Access to the City's Radio System and Maintenance of 800 MHz Radio Equipment
- C-10 Intergovernmental Agreement 103487 with Clackamas County Mental Health, for Mental Health and Family Support Services for Children and Families Enrolled in Multnomah County CAPCare
- C-11 Amendment 1 to Intergovernmental Agreement 103557 with Portland Public Schools, to Purchase Educational Aides in the Classrooms for Children with Mental Illness Served through Multnomah County CAPCare
- C-12 Amendment 1 to Intergovernmental Agreement 103787 with Oregon Health Sciences University, for In-patient Hospitalization for Children and Young Adults Enrolled in Multnomah County CAPCare
- C-13 Amendment 2 to Intergovernmental Revenue Agreement 104586 with Oregon Mental Health and Developmental Disability Services, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-14 Amendment 1 to Intergovernmental Revenue Agreement 700247 with the Oregon Youth Authority, Providing Food Services for OYA Youth and Staff Utilizing a Detention Pod at the Donald E. Long Detention Complex
- C-15 Budget Modification DJJS 8 Adding \$112,071 State Revenue for the Cost of Food Services for OYA Youth and Staff Utilizing a Detention Pod at the Donald E. Long Detention Complex for the Period October 1, 1996 through June 30, 1997

- C-16 Amendment 1 to Intergovernmental Agreement 700547 with the Oregon Health Division, Continuing the Study Design, Implementation and Evaluation Activities of the Truancy Diversion Project through September 30, 1997

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-17 Amendment 10 to Intergovernmental Agreement 30128-87 with the City of Wood Village, for County to Provide Certain Street Maintenance Functions for City
- C-18 Amendment 10 to Intergovernmental Agreement 30129-87 with the City of Troutdale, for County to Provide Certain Street Maintenance Functions for City
- C-19 Amendment 10 to Intergovernmental Agreement 30130-87 with the City of Fairview, for County to Provide Certain Street Maintenance Functions for City
- C-20 Intergovernmental Agreement 301557 with the City of Portland for Maintenance of County Roads in Unincorporated Western Multnomah County During FY 97-98

DEPARTMENT OF HEALTH

- C-21 Renewal of Intergovernmental Agreement 200468 with Oregon Adult and Family Services, Funding the STARS (Students Today Aren't Ready for Sex) Program in Multnomah County Middle Schools

SHERIFF'S OFFICE

- C-22 ORDER Acknowledging Unclaimed Property and Authorization of Transfer for Sale or Disposal
- C-23 Intergovernmental Agreement 800897 with the State of Oregon Department of Corrections for the Lease of Jail Beds in the State Prison System to House Inmates Sentenced Under SB 1145
- C-24 Budget Modification MCSO 5 Reclassifying a Senior Office Assistant to a Purchasing Specialist 1
- C-25 Budget Modification MCSO 6 Reclassifying a Deputy Sheriff to a Scientific Investigator
- C-26 Budget Modification MCSO 9 Reclassifying a MCSO Office Operations Supervisor to a Sheriff's Operations Administrator

DISTRICT ATTORNEY'S OFFICE

- C-27 Renewal of Intergovernmental Agreement 700055 with Legacy Emanuel Hospital and Health Center, Funding the CARES Program for Regional Child Abuse Assessments as Provided through the CAMI Grant

REGULAR AGENDA

PUBLIC COMMENT

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

NON-DEPARTMENTAL

- R-2 PROCLAMATION Honoring Retiring and Laid Off Multnomah County Employees
- R-3 RESOLUTION Approving Renewal of TCI of Oregon, Inc. Franchise Agreement

DEPARTMENT OF SUPPORT SERVICES

- R-4 RESOLUTION Adopting a Supplemental Budget for Multnomah County, Oregon, for Fiscal Year July 1, 1996 to June 30, 1997 and Making Appropriations Thereunder Pursuant to ORS 294.435
- R-5 Intergovernmental Agreement 500317 with the State of Oregon, Approving the Facilities Lease and Sublease for the Expansion of Inverness Jail to House SB 1145 Inmates
- R-6 RESOLUTION Amending Multnomah County's Deferred Compensation Plan
- R-7 RESOLUTION Authorizing Issuance, Sale and Delivery of Not to Exceed \$53,000,000 Multnomah County, Oregon Educational Facilities Revenue Bonds, Series 1997 (University of Portland Project); Delegating the Approval, Execution and Delivery of the Trust Indenture, the Loan Agreement, the Approval and Authorization of the Distribution of the Preliminary and Final Official Statements, and the Negotiation, Execution and Delivery of the Bond Purchase Agreement; and Related Matters

SHERIFF'S OFFICE

- R-8 Budget Modification MCSO 4 Appropriating \$18,169 in COPS More Grant Funding to Fund a Mobile Community Policing Office in the Columbia Gorge

- R-9 Budget Modification MCSO 7 Adding \$286,065 Department of Justice Immigration Revenue, and Increasing the Corrections Appropriations for Overtime and Equipment
- R-10 Budget Modification MCSO 8 Transferring \$21,000 from Professional Services to Supplies for the Purchase of Undercover Vehicles

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- R-11 Budget Modification DCC 9 Reducing Revenues and Expenditures by \$351,602 to Correct the State Corrections Revenue Appropriation
- R-12 Budget Modification DJJS 6 Transferring \$30,210 from the Multnomah Commission on Children and Families Budget to the Juvenile Community Justice Budget for Contracted Strategic Planning Services
- R-13 Budget Modification DJJS 9 Adding \$69,494 in Federal Medicaid Revenue to Fund a Higher Proportion of Assessment Intervention Transition Program Staffing

DISTRICT ATTORNEY'S OFFICE

- R-14 Budget Modification DA 11 Authorizing Contingency Transfer in the Amount of \$369,096 to Offset the General Fund Portion of the Multnomah County Prosecuting Attorneys Association Agreement Adopted October 31, 1996

DEPARTMENT OF AGING SERVICES

- R-15 Intergovernmental Revenue Agreement 400018 with Oregon Senior and Disabled Services, Providing Funding for ASD Planning and Administration, Long Term Care for Elderly and Persons with Disabilities, and Contracted Community Services
- R-16 Budget Modification ASD 9701 Adding \$467,907 in Federal Medicaid Funds from the Final State of Oregon Allocation, and \$25,000 in Providence Elderplace Funds for Local Match
- R-17 Budget Modification ASD 9702 Adding \$77,891 in Federal Older American Act Funds for Ethnic Outreach Services and Potential Construction Costs for the East Portland Community Center's Senior Section

- R-18 Budget Modification ASD 9703 Adding \$20,614 in Federal Medicaid Funds for Moving and Remodeling Costs for the Adult Care Home Program Move to the ASD Southeast Branch

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-19 Intergovernmental Agreement 103847 with the City of Portland, Utilizing Supplemental Community Development Block Grant Funds for Public Works Projects to Repair February, 1996 Flood Related Damage to the Johnson Creek Floodway and the Macleay Park and Balch Creek Area
- R-20 Budget Modification CFS 17 Adjusting the Division of Behavioral Health Budget to Reflect Changes in the Oregon Mental Health and Developmental Disabilities Services Division Intergovernmental Revenue Agreement
- R-21 Budget Modification CFS 18 Adjusting Several Program Budgets within the Department to Bring Budgets in Line with Projected Expenditures and to Reflect Actual Revenue Agreements
- R-22 Budget Modification CFS 19 Increasing the Division of Child, Youth and Family Program Budget by \$447,494 in Additional Family Support and Preservation Grant Revenue from the Oregon Commission on Children and Families
- R-23 Budget Modification CFS 20 Adjusting the CapCare Enterprise Fund to Reflect New Revenue and Lower Medicaid Revenue Resulting in Less Capitation Revenue and Salary Savings Due to Delayed Hiring

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-24 Second Reading and Adoption of an ORDINANCE Amending Multnomah County Code Chapters 4.10, 4.30 and 4.51 to Conform with Changes in State Law Regarding Elections

DEPARTMENT OF HEALTH

- R-25 Budget Modification HEALTH 3 Increasing Ryan White Appropriation Based on Increased Grant Funds Received by the Health Department
- R-26 Budget Modification HEALTH 4 Appropriating Funds for Personnel Services for County Employees Working for CareOregon

Thursday, June 26, 1997 - 11:00 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFINGS

- B-1 Metro's South Willamette River Crossing Study Screening Results and Recommendations. Presented by Christine Deffebach and Karen Schilling. 30 MINUTES REQUESTED.
- B-2 Board Discussion Regarding a Budget Policy to Encourage Departments to Save Money by Allowing Use of Unspent Appropriations in the Next Year. Presented by Dan Saltzman and Dave Warren. 20 MINUTES REQUESTED.



MULTNOMAH COUNTY OREGON

BOARD CLERK
SUITE 1515, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204
FAX (503) 248-3013

BOARD OF COUNTY COMMISSIONERS		
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DAN SALTZMAN •	DISTRICT 1 •	248-5220
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TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
BOARD CLERK •		248-3277 • 248-5222

June 26, 1997

Mr. Rob Skelton
Portland Cable Access Television
2766 NE Martin Luther King, Jr. Blvd.
Portland, Oregon 97212

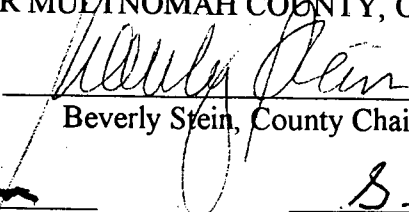
Dear Mr. Skelton:

We would like to thank you and your excellent employees for your enthusiasm and willingness to cover the County's Measure 47 Community Meetings in January and February and the County's budget work sessions and public hearings in April, May and June. Because of the major financial and service issues the County had to deal with this year, we greatly expanded our public outreach efforts, of which your cable broadcasts played a significant part. Numerous Measure 47 community meetings and budget hearings, along with the many hours of individual department budget work sessions provided several thousand citizens direct interaction with the Board of County Commissioners. We relied on your cable broadcast to give the much broader community access to important information about the County's budget and services and to a unique opportunity to see County government in action.


The response from our constituents to the broadcasts has been very positive, with many requests for replay and video purchase information. All of the Portland Cable Access/CityNet 30 crew have been extremely professional, friendly and helpful during meetings in the Portland Building auditorium and the various community locations. Special kudos to Marco Bento, Linda Hawkins, Kathy Stimac and Jason Tait, as well as the dedicated and alert camera operators we know by their smiling faces!

Thank you. We look forward to a continuing positive association.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, County Chair


Dan Saltzman, District 1


Gary Hansen, District 2


Tanya Collier, District 3


Sharron Kelley, District 4



MULTNOMAH COUNTY OREGON

BOARD CLERK
SUITE 1515, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204
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BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR • 248-3308
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SHARRON KELLEY • DISTRICT 4 • 248-5213
BOARD CLERK • 248-3277 • 248-5222

June 26, 1997

Mr. Rob Brading
Multnomah Community Television
26000 SE Stark Street
Gresham, Oregon 97030

Dear Mr. Brading:

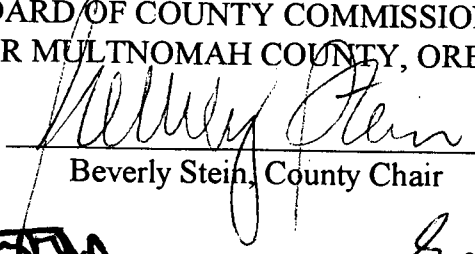
In addition to your weekly coverage of our regular Thursday Board meetings, we would like to thank you and your excellent employees for your enthusiasm and willingness to cover the County's Measure 47 Community Meetings in January and February and the County's budget hearings in April, May and June, as well as two recent land use planning hearings.

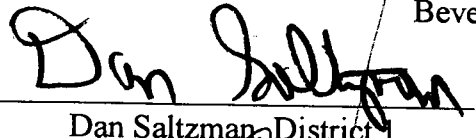
Multnomah Community Television's cable broadcasts play a significant part in giving broad community access to important information about the County's departmental functions, budgetary responsibilities and range of services and offers viewers a unique opportunity to see their County government in action.

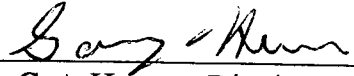
All of the Multnomah Community Television crew have been extremely professional, friendly and helpful during meetings in the Portland Building auditorium and the various east County community locations. Special thanks go to Angie Cochran, Mykal Lewis, Todd Loggan, Ken Snider and Chris Steele, as well as our regular Thursday meeting camera operators Chris Kerchum, Denver Kessler and Michael Anthony.

Thank you again. We look forward to your continued positive association.

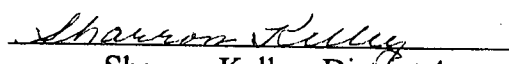
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, County Chair


Dan Saltzman, District 1


Gary Hansen, District 2


Tanya Collier, District 3


Sharron Kelley, District 4

AN EQUAL OPPORTUNITY EMPLOYER

MEETING DATE: JUN 26 1997

AGENDA # : C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to DUII Community Advisory Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED:

6/26/97

AMOUNT OF TIME NEEDED:

Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Charleah M. Couckuyt to the DUII Community Advisory Board, At-Large Position, for a term ending 6/30/1999.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 12 PM 12:55

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

MULT. Co. citizens Civic Advisory Board

- B. Name CHARLEAH M. COUCKUYT

Address 5544 SE Hillwood Circle

City Portland State OR Zip 97267

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

Home Phone 503-654-6276

- C. Current Employer Retired - MULT. Co. Community Corrections

Address (Currently volunteer - at MTVO Branch)

City _____ State _____ Zip _____

Your Job Title Retired Parole & Probation officer (adult)

Work Phone _____ (Ext) _____

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

- D. Previous Employers _____ Dates _____ Job Title _____

Previous Employers	Dates	Job Title
MULT. Co. Community Corrections	9-1970 - 12-1996	ADULT P+P officer
HARRIS Memorial College Manila Philippines	6-69 - 6-70	College Professor Social Worker
United Christian Hospital Lahore W. Pakistan	11-68 - 2-69	Special Research Project
Kibbutz Dorot - Hof Askelon, Israel	12-67 - 5-68	farm worker
State of Oregon Public Welfare (mult. Co.)	9-65 - 6-67	Social Worker

CONTACT: _____

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

Name of Organization	Dates	Responsibilities
Rotary International District 5100 youth exchange committee	1997 —	Help manage youth exchange - both INBound + outbound
Milwaukee Rotary Club	1997 —	Member
Mult. Co. Citizens Div. ADV. Board	1985-1996	member
Victims panel executive Board	(founding member to current)	

F. Please list all post-secondary school education.
 State Training Task force (Duty) 1992 — current

Name of School	Dates	Degree/Course of Study
Willamette University	1961-65	BA - Sociology
Portland State U.	1970 (Summer)	Psychology
Several Cont. Ed. Courses in Alcohol/Drug issues		

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

Wayne C. SAUVO — PH 248-3680 — Mult. Co. Com. Corrections.
 Terri Thorson — PH 248-3680 " " "

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

None Known.

I. Affirmative Action Information

F Cause.
 sex / racial ethnic background

birth date: Month 01 Day 01 Year 43

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

Signature

Charles C. Coughlin

Date

6-4-97

MEETING DATE: JUN 26 1997

AGENDA # : C-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Reappointments to Investment Advisory Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 6/26/97

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Reappointment of Howard Shapiro and Tom Landye to second terms on the Investment Advisory Board for terms ending 6/30/97.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
JUN 12 PM 12:56
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

MEETING DATE: JUN 26 1997

AGENDA #: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Reappointment to Merit System Civil Service Council

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED:

6/26/97

AMOUNT OF TIME NEEDED:

Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Reappointment of D'Norgia Price to a second term on the Merit System Civil Service Council for a term ending 6/5/2003.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
97 JUN 12 PM 12:56
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BUDGET MODIFICATION NO.

MCCF 2

(For Clerk's Use) Meeting Date

JUN 26 1997

Agenda No.

C-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

INTERNAL BUD MOD

DEPARTMENT

Nondepartmental

CONTACT

Jim Clay

DIVISION MCCF

TELEPHONE

248-3527

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTEDAGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget Modification MCCF 3 transferring appropriations to Department of Community and Family Services to cover the costs of contracts for the Caring Communities coordination and the Youth Development Zone

(Estimated Time Needed on the Agenda)

5 minutes

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

The modification transfers \$36,000 of Pass Through appropriations from MCCF's budget to DCFS to support the costs of contracts for the Caring Communities coordination (North Portland and West District) and the Youth Development Zone. The contracts were budgeted in MCCF but are being administered by DCFS. It also revises the revenue source for the I Have a Dream evaluation, which was transferred in Bud Mod DCFS #11.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Transfers \$36,097 from Non-Departmental to DCFS.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
JUN 18 PM 12:04
97

4. CONTINGENCY STATUS

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Plan/Budget Analyst

Board Approval

Date

Date

Date

Department Director

Employee Services

Date

Date

EXPENDITURE												
TRANSACTION EB GM []			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	Increase	Subtotal	Description
		156	050	9035			6060	0	(36,000)	(36,000)		MCCF Pass through
		156	050	9035			7100	0	(97)	(97)		Indirect Cost @ 0.27%
											(36,097)	
		156	010	1370			6060	0	20,000	20,000		Youth Development Zon
		156	010	1370			7100	0	54	54		Indirect Cost @ 0.27%
											20,054	
		156	010	1400			6060	0	16,000	16,000		Caring Communities PT
		156	010	1400			7100	0	43	43		Indirect Cost @ 0.27%
											16,043	
TOTAL EXPENDITURE CHANGE										0	0	
REVENUE												
TRANSACTION RB GM []			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Revenue	Amount	Amount	Increase	Subtotal	Description
Have a Dream Evaluation (corrects revenues from Bud Mod CFSD #11)												
		156	050	9035			7601			10,000		County General Fund
		156	050	9035			2398			(10,000)		Great Start
		156	010	1400			7601			(10,000)		County General Fund
		156	010	1400			2398			10,000		Great Start
Caring Communities												
		156	050	9035			2398			(16,000)		Great Start
		156	050	9035			7601			(43)		CGF/Indirect
		156	010	1400			2398			16,000		Great Start
		156	010	1400			7601			43		CGF/Indirect
Youth Development Zone												
		156	050	9035			2312			(5,318)		Juvenile Services
		156	050	9035			2317			(14,682)		Student Retention
		156	050	9035			7601			(54)		CGF/Indirect
		156	010	1370			2312			5,318		Juvenile Services
		156	010	1370			2317			14,682		Student Retention
		156	010	1370			7601			54		CGF/Indirect

MCCF 2

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

(Calculate costs/savings that will take place this FY; these should explain the actual dollar amounts changed by this BudMod.)

BudMod1.xls

Meeting Date: JUN 26 1997
Agenda No: C-5

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: FY97/98 renewal of Intergovernmental Agreement #100145 with Tri-Met for door-to-door rides for frail elderly.

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 26, 1997
Amount of time: consent calendar

DEPARTMENT: Aging Services DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE

Approval of Amendment 4 to Intergovernmental Agreement #100145 with Tri-Met to provide door-to-door ride for frail elderly for the period July 1, 1997 through June 30, 1998.

6/30/97 originals to Caroline Sullivan

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James W. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUN 13 AM 10:45
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

AGING SERVICES DEPARTMENT
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Multnomah County Chair
FROM: Jim McConnell, Director Aging Services Department
DATE: June 12, 1997
SUBJECT: Amendment #4 to Intergovernmental Agreement with Tri-Met

Recommendation: The Aging Services Department recommends Board of County Commissioners approval of the amendment #4 to Intergovernmental Agreement #100145 with Tri-Met, for the period July 1, 1997 through June 30, 1998.

Background/Analysis: This amendment extends the contract period through June 30, 1998 and increases funds to purchase an estimated 65,710 door-to-door rides for frail elderly to go to medical appointments, obtain other needed services, and to attend meal sites during FY98. Contract outcomes are to improve the efficiency of the system through a reduction in the number of no-shows and late cancels and to increase client contributions to make more rides available.

Fiscal Impact: Funds up to \$165,590 from County General Funds, City General Funds and the federal Older American Act Funds are budgeted and available during FY98 on a requirements basis to provide needed transportation for elderly clients not able to use the regular public transportation system. This a 2% reduction from FY97 because of the impact of Measures 47 and 50. An additional contract with Radio Cab company provides back-up services when Tri-Met is unable to schedule needed rides. These 2 contracts draw from the same pool of funds.

The maximum number of rides during FY97-98 is decreased by an estimated 300 one-way rides/month because the cost per ride is increased by a 3% cost of living adjustment (COLA) and the reduction in funding. An increase in client contributions can increase the number of rides available.

Legal Issues: This intergovernmental agreement is renewable annually without a competitive process.

Controversial Issues: Individuals and advocates continue to report instances of unsatisfactory service. Tri-Met and the Aging Services Department respond to these reports on both a case to case basis and through a work group made up of line staff who authorize the rides, Tri-Met and ASD staff.

Citizen Participation: The AAA Committee of the Portland Multnomah Commission on Aging (PMCoA) has approved the annual Area Plan. The Committee for Accessible Transportation (CAT) and its LIFT sub-committee each meet monthly, take public testimony at the beginning of each meeting and advise Tri-Met.

Other Governmental Participation: Community and Family Services Division uses the same special needs transportation services, but through a separate contract and with different issues. There is also an equivalent, though separate, contract between Tri-Met and the State of Oregon for medical transportation services to Medicaid clients.

tl98.tm4



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100145

Amendment # 4

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Aging Services Division _____ Date June 12, 1997Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorDescription of Contract Extends contract for LIFT rides through June 30, 1998 and increases requirements limit up to \$165,590. Provides up to an estimated 65,789 rides.

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

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

Contractor Name Tri-Met
 Mailing Address 4012 SE 17th
Portland OR 97202
 Phone 238-4879
 Employer ID# or SS# 93-0579353
 Effective Date July 1, 1997
 Termination Date June 30, 1998
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ Requirements

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 \$ 165,590

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 June 12, 1997

Date _____

Date 6/13/97Date June 26, 1997

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

6/12/97

CONTRACT APPROVAL FORM SUPPLEMENT

Page 1

FISCAL YEAR: 98

CONTRACTOR: TRIMET

AGENCY CODE: 86

CONTRACT #: 100145

EFFECTIVE DATE: 1-Jul-97

END DATE: 30-Jun-98

AMENDMENT#: 4

AMENDMENT DATE:

LINE #	FUND	AGY	ORGN CODE	LGFS ACT	LGFS OBJT	REPT CAT	FND CAT	ORIGINAL AMOUNT	MOD1	MOD2	MOD3	FINAL AMOUNT
R1	156	011	1832	TTZZ	6060	179A COUNTR	REQUIREMENTS LIMIT--DO NOT ENCUMBER	20,799				20,799
R2	156	011	1832	TTZZ	6060	1723 IIIB R	REQUIREMENTS LIMIT--DO NOT ENCUMBER	113,314				113,314
R3	156	011	1832	TTZZ	6060	1728 CITY	REQUIREMENTS LIMIT--DO NOT ENCUMBER	31,477				31,477
TOTAL								165,590	0	0	0	165,590

ORIGINAL

100145-4

MULTNOMAH COUNTY DEPARTMENT OF AGING SERVICES
INTERGOVERNMENTAL AGREEMENT #100145, AMENDMENT # 4

DURATION OF AMENDMENT: July 1, 1996 To: June 30, 1997
CONTRACTOR NAME: Tri-County Metropolitan TELEPHONE: 238-4879
Transportation District of Oregon
CONTRACTOR ADDRESS: 4012 SE 17th IRS NUMBER: 93-00579353
Portland, OR 97202

This is amendment #4 is to Intergovernmental Agreement # 100145 executed July 1, 1994 between the Multnomah County Aging Services Department, referred to as "COUNTY" and Tri-County Metropolitan Transportation District of Oregon (Tri-Met), referred to as "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

I. AMENDMENT OUTCOMES

- Goal 1: The transportation services will be more effective and efficient for riders.
Outcome: A decrease will be documented in the number of no-shows and late cancels.
- Goal 2: Additional door-to-door rides will be available to meet needs of mobility-limited elders living in Multnomah County.
Outcome: An increase in rider donations results in the purchase of additional rides for nutrition participants, case management clients and other mobility-limited elderly.

II. SERVICES AND SERVICE LEVELS

a. CONTRACTOR agrees to provide the services within the service levels listed below for the period July 1, 1997 through June 30, 1998, and COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below.

Service	Units	Rate	Total County Funds	Program Income	Total County Funds and Program Income*
One-way rides	**	\$2.52	^Requirements	(Up to	\$165,590, subject to availability of funds)

*Units will be funded by COUNTY funds and program income. If less program income is collected, units will be reduced by an equivalent amount; if more program income is collected, units may be increased by an equivalent amount at the rates established above. COUNTY will disburse not more than \$165,590 under this contract amendment.

** An estimated 65,710 one-way rides may be provided through this contract, subject to availability of funds. No-Shows are billable at the established rate when the rider is responsible for the no-show. No charge will be made for late cancellations.

^ Funds available for this contract are part of a requirements pool. Taxi and other contractors may draw from this pool when the LIFT is not able to provide needed rides and COUNTY arranges for alternative rides. The use of the pool by other providers reduces the amount of funds available to Tri-Met.

III. SPECIAL CONDITIONS

A. CONTRACTOR agrees to provide rides authorized by COUNTY at a cost to the COUNTY of \$2.52 per ride. CONTRACTOR agrees to subsidize additional costs for the rides and report monthly on the actual total ride cost.

B. Billing for late cancels and no-shows is changed to the following:

1) No-shows are billed at the same rate as a one-way ride when the no-show is the responsibility of the rider.

2) No charge will be made for late-cancels

IV: AMENDMENT NARRATIVE

This amendment extends the contract period through June 30, 1998 and adds funds on a requirements basis up to the amount of \$165,590 for rides provided during the period July 1, 1997 through June 30, 1998. A change is made in billing for no-shows and late-cancels. A new outcome is added.

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

MULTNOMAH COUNTY

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON

BY James McConnell
James McConnell, Director
Aging Services Department

6/12/97
Date

BY _____
Tom Walsh
General Manager

Date

BY Beverly Stein
Beverly Stein
Multnomah County Chair

6/26/97
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

REVIEWED: SANDRA DUFFY
Acting County Counsel for
Multnomah County, Oregon

By Katie Gaetjens
Katie Gaetjens
Assistant County Counsel

6/13/97
Date

Meeting Date: JUN 26 1997
Agenda No: C-6

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Amendment to FY95/97 Intergovernmental Revenue Agreement with State Senior/Disabled Services Division, Human Resources Department

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 26, 1997
Amount of time: Consent Calendar

DEPARTMENT: Aging Services DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Approval of Amendment 3 to intergovernmental agreement #50704-2A (Multnomah County #400016-3) with the State Senior and Disabled Services Division for the period July 1, 1995 through June 30, 1997, revising allocations for FY96-97.

6/30/97 ORIGINALS to Caroline
Sullivan

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James W. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: call Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
JUN 18 PM 5:25
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS

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

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners
FROM: Jim McConnell, Director *Jim McConnell*
Aging Services Division
DATE: June 17, 1997
SUBJECT: Amendment to FY95/97 Revenue Contract #50704-97 (MC#400016-3) with
State Senior and Disabled Services Division, Human Resources
Department

Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached Amendment 2A to revenue contract #50704 with the State Senior and Disabled Services Division, for the period July 1, 1996 through June 30, 1997.

Analysis: This contract amendment revises allocation amounts of State and Federal funds for services provided to elderly residents in Multnomah County during FY96-97. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship, and other services which benefit older residents of Multnomah County.

Fiscal Impact: Budget modifications have been made to include these revenues in the FY97 Budget.

Legal Issues: None

Controversial Issues: None

Link to Current County Policies: This revenue contract with the state Senior and Disabled Services Division is the vehicle for transmitting State and Federal funding to be used during FY96-97 to implement the Area Agency on Aging Plan of Action. The plan, required by the federal Older Americans Act, includes descriptions, goals and objectives for administration, planning, contracting, services, and budget for the aging service system for older residents of Multnomah County during FY95/97.

Initiatives and goals from the Aging Services Division strategic plan AGING CHALLENGES OF TOMORROW are included in the Area Plan document.

This plan is consistent with County Program Budget Performance Trends, Key Results, and Issues and Opportunities.

Citizen Participation: The Portland Multnomah Commission on Aging (PMCoA) held public hearings in on the plan funded through this contract. The PMCoA has reviewed and approved the plan.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400016

Amendment # 3

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Aging Services Division _____ Date June 17, 1997

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Amends State revenue contract with Senior & Disabled Services Division providing funding for Aging Services administration, long term care, and contracted community services by revising allocations for FY 96/97.

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

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

Contractor Name Oregon Senior and Disabled Services Division _____

Mailing Address 500 Summer Street NE
Salem OR 97310-1015

Phone (503) 378-4728

Employer ID# or SS# N/A

Effective Date July 1, 1996

Termination Date June 30, 1997

Original Contract Amount \$ 12,777,472

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ 1,093,789

Total Amount of Agreement \$ 13,871,261

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date June 17, 1997

Date _____

Date 6/18/97Date June 26, 1997

Date _____

REQUIRED SIGNATURES:

Department Manager James W. CouncilPurchasing Director
(Class II Contracts Only) Katie GatzCounty Counsel Wally Dean

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.			SEE ATTACHED								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

CONTRACT APPROVAL FORM SUPPLEMENT
AGING SERVICES DIVISION

CONTRACTOR: STATE OF OREGON/SENIOR & DISABLED SERVICES DIVIS MOD #: 3
 CONTRACT #: MC #400016 SDSD # 50704-2A MOD DATE: JUNE 16, 1997
 DATE: JUNE 29, 1996

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS DESCRIPTI	ORIGINAL AMOUNT	MOD 1 FY96-97	MOD 2	MOD 3	FINAL AMOUNT
1	156	011	1700	2063	III-D	34,443	30,540			64,983
2	156	011	1700	2064	III-B	708,615	190,126			898,741
3	156	011	1700	2065	III-C1	331,742	41,117			372,859
4	156	011	1700	2066	III-C2	481,330	0			481,330
5	156	011	1700	2067	III-F	25,000	62,490			87,490
6	156	011	1700	2070	VII-B	8,727	21,524			30,251
7	156	011	1700	2387	OPI	975,644	(3,643)			972,001
8	156	011	1700	2609	TITLE XIX	10,209,471	751,635			10,961,106
9	156	011	1700	2399	OPI-ALZ	2,500	0			2,500
10	156	011	1700	2391	SDSD MEN HLTH	0	0			0
TOTAL						12,777,472	1,093,789			13,871,261

FILE:F:\USERS\CONTRACT\SDCAF96.WQ1

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

DEPARTMENT OF HUMAN RESOURCES

Human Resources Bldg.

SENIOR AND DISABLED SERVICES DIVISION

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

Multnomah County Aging Services Division
421 SW Fifth, Third Floor-B161
Portland OR 97204-2238

hereinafter called "AGENCY."

2. This is amendment number 2A to original agreement #50704.
3. Agreement #50704 between DIVISION and AGENCY shall be amended as follows: New language is underlined; [language to be deleted or replaced is bracketed].

Encouraging
independence,
dignity and
quality of life

III. STATEMENT OF WORK

Under this agreement, AGENCY shall conduct activities and provide services as indicated in the Area Plan, which by reference is made a part of this agreement, and which is hereby amended to reflect program and budget changes as shown on Attachments 1 and 2, revised June 13, 1997, and as qualified in the General Provisions, Part VI of this agreement.

4. In performing the above, it is understood and agreed that all other terms and conditions of the original agreement are still in effect.

MULTNOMAH COUNTY

STATE OF OREGON

BY Beverly Stein 6/26/97
Multnomah County Chair Date
REVIEWED:

BY _____ Date
Senior and Disabled Services Division
Administrator/Delegate

County Counsel for
Multnomah County

BY Katie Gaetjens 6/18/97
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

500 Summer St. NE, Salem, OR 97310-1015 • (503) 945-5811 Voice/TTY
Toll Free 1-800-282-8096 Voice/TTY • (503) 373-7823 Fax



John A. Kitzhaber
Governor

"We do not discriminate in employment, services or activities."

ATTACHMENT
CONTRACT #50704-2A

Date 06/16/97
Time 10:09 PM

FY98-97
ALL CONTRACTORS

* OPI - Homemaker Services - Includes \$100,000 in CEP expenditures

ATTACHMENT #2
CONTRACT #50704-2A

District 2 Multnomah
FY1996-1997

Date Revised:

06/16/97

SECTION III E-2, ALLOCATED FUNDS, CONTRACTED FUNDS, AND TRANSFERS

	LTC ADMIN TYPE B	OAA PART B	OAA PART C-1	OAA PART C-2	OAA PART D	OAA PART F	OAA VII B	OPI 60+	OPI <60	Other State Funds	TOTAL FUNDS
SDSD-AR-96-22, a FY '97 Allocation	\$751,635	\$530,141	\$702,903	\$252,270	\$20,762	\$69,349	\$16,307		\$0	\$0	\$2,343,367
Carryover Amount	\$10,209,471	\$213,126	\$54,490	\$0	\$44,221	\$18,141	\$13,944	\$974,044	\$457	\$0	\$11,527,894
OAA Transfers	XXXXXX	\$155,474	(\$384,534)	\$229,060	\$0	\$0	\$0	(\$2,043)	\$2,043	\$0	\$0
Total Funds Available	\$10,961,106	\$898,741	\$372,859	\$481,330	\$64,983	\$87,490	\$30,251	\$972,001	\$2,500	\$0	\$13,871,261
Contracted This Amendment	\$10,961,106	\$898,741	\$372,859	\$481,330	\$64,983	\$87,490	\$30,251	\$972,001 *	\$2,500	\$0	\$13,871,261
Uncontracted Funds Available	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Negative numbers indicated with parentheses.

* Reserved for OPI Client Employed Payments through SDSD: \$100,000

FOR TYPE B AAAs:

XIX Regular Allocation	\$14,844,929
Local Funds	\$2,235,473
XIX Match on Local Funds	\$3,137,923

TOTAL LTC ADMIN	\$20,218,325
------------------------	---------------------

MEETING DATE: JUN 26 1997

AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Ratification of an Agreement with the Portland Public Schools - Early Intervention Early Childhood Special Education Program*

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: Next available date

Amount of Time Needed: Consent

DEPARTMENT: Community & Family Svcs.

DIVISION: _____

CONTACT: Esther Montanez-Morales

TELEPHONE: 248-3691 x24194

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Howard Klink

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of the agreement between the Department of Community and Family Services' Developmental Disabilities Program and the Portland Public Schools- Early Intervention Early Childhood Special Education Program (EI/ECSE) for the period of July 1, 1997 through June 30, 1998. The Portland Public Schools EI/ECSE will implement two Resource Team Models who will assist families of children with developmental disabilities or developmental delays, ages birth to 5, to access services within the Multnomah County social services arena.

6/30/97 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 13 AM 10:46

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 COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe ms*
Department Community and Family Services

DATE: May 19, 1997

SUBJECT: Renewal Agreement for FY 97-98 with Portland Public Schools-Early Intervention Early Childhood Special Education Program (EI/ECSE)

I. Recommendation: The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Portland Public Schools-EI/ECSE, for the period July 1, 1997 through June 30, 1998.

II. Background/Analysis: The Department of Community and Family Services is contracting with Portland Public Schools - EI/ECSE for the implementation of two Resource Team Models to assist families with children with developmental disabilities or developmental delays, ages birth to 5, to access services within the Multnomah County social services arena.

III. Financial Impact: Funding for the Division of Developmental Disabilities is for \$370,000 via County General Fund.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [x]

Prior-Approved Contract Boilerplate: Attached; xx Not Attached

Contract #101178

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>

Department: Community & Family Services

Division: _____

Date: May 19, 1997

Administrative Contact: Esther Montanez-Morales

Phone: 248-3691 ext 24194

Bldg/Room 166/7th

Description of Contract:

Contract Renewal for implementation of Resource Team Model to assist families with children with developmental disabilities or developmental delays for FY 97-98.

RFP/BID #: _____ Date of RFP/BID: N/A Exemption Expiration Date: AR 10.010
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None
 Original Contract No. 102707 (Only for Original Renewals)

Contractor Name: PORTLAND PUBLIC SCHOOLS - EI/ECSE Mailing Address: 531 SE 14th Avenue Portland, Oregon 970214 Phone: (503) 916-5840 Employer ID# or SS#: 93-6000830 Effective Date: July 1, 1997 Termination Date: June 30, 1998 Original Contract Amount: \$ 370,000.00 Total Amt of Previous Amendments: \$ Amount of Amendment: \$ Total Amount of Agreement: \$ 370,000.00	Remittance Address (if different) _____ <table> <tr> <th>Payment Schedule</th> <th>Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Invoice</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Invoice</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 6/11/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Katie Galt* Date: 6/13/97

County Chair/Sheriff: *Phillip Galt* Date: 6/26/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE GV9409B				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

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COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : PORTLAND PUBLIC SCHOOLS-EI/ECSE
Vendor Code : GV9409B

Page 1 of 1
5/15/97

Fiscal Year : 97/98

Amendment Number : 0

Contract Number : 101178

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1570	D57E	6060	9999L	County General Fund DD EI/EC Spec Ed-Wellness	\$370,000.00		\$370,000.00	
TOTAL								\$370,000.00	\$0.00	\$370,000.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

#101178

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

Portland Public Schools
Early Intervention /Early Childhood Special Education Program
Region IV Administrative Office
531 SE 14th Avenue
Portland, Oregon 97214,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will implement two Resource Team Models specifically tailored to meet the needs of families of children with developmental disabilities or developmental delays, ages birth to 5, to access services within the Multnomah County social services arena. These Teams will provide children and their families with initial triage at the initial Individualized Family Support Plan meeting within the Oregon Department of Education guidelines. In addition, they will provide initial triage, referral, direct access to service, coordination and follow-up. They will provide access to necessary services for families of children with developmental disabilities/developmental delays, and/or they will serve as the coordination point between county, community and state agencies. CONTRACTOR will provide services coordination to 100% of the families served by CONTRACTOR or at least 250 families per Team Model per year. Outcomes will be reported to COUNTY in a format developed by COUNTY and CONTRACTOR (Attachment A), incorporated herein incorporated by reference.

2. **COMPENSATION:**

COUNTY agrees to pay CONTRACTOR for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- a. CONTRACTOR agrees to provide Resource Team Model services a total of \$370,000, based on cost reimbursement for staff, materials and supplies.
- b. COUNTY shall reimburse CONTRACTOR for project expenditures in accordance with the approved project budget upon receipt of a monthly report which details the dates and types of services provided for each family during the previous month and financial reports described in Part B. These reports must be mailed prior to the 20th of the month to:

Developmental Disabilities Program
Attn. Donald Acker
421 SW Sixth Avenue, Suite 400
Portland, Oregon 97204

3. **TERM.** The CONTRACTOR'S services will begin on July 1, 1997 and terminate on June 30, 1998.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the Part B- Department-Wide General Conditions, Part C - Program General Conditions, Part D Certificates and Attachment A.

MULTNOMAH COUNTY, OREGON

CONTRACTOR

BY Lorenzo Poe 6/11/97 BY _____
Director, Dept of Community & Family Svcs Date Title _____
Date

BY Beverly Stein 6/26/97
Beverly Stein, Multnomah County Chair Date

REVIEWED:
SANDRA DUFFY, Acting County Counsel
for Multnomah County, Oregon

By Katie Gantz 6/13/97
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

PART B. DEPARTMENT-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or sub contract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its sub contractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds become unavailable to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to all books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted periodically, as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*). If CONTRACTOR'S corporate headquarters are out of state, CONTRACTOR agrees to pay travel costs incurred by COUNTY to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be allowed to conduct an external limited scope audit in lieu of a full scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over your organization. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on financial Statements or to perform other services that require independence.

h. CONTRACTOR, if it is a state, local government or non-profit organization and a Subrecipient of federal funds, will meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

i. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

j. CONTRACTOR shall submit annual Federal and State Tax Returns to COUNTY within 30 calendar day of their due date. Required tax returns are described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

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k. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate

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termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to

pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than 120 days after contract execution. This plan must contain measurable objectives, timelines, and person's responsible for all elements.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR

Nate Daulton 4/23/97

which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

A. CONTRACTOR shall be reimbursed for specific services based upon the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and required reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the state or federal government resulting from state or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall include dates of service, be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

24. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

25. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

26. Quality Assurance

CONTRACTOR shall submit to the COUNTY a Quality Assurance Plan in accordance with procedures and timelines adopted by the COUNTY. This Quality Assurance Plan must meet standards adopted by the COUNTY. A review process adopted by the COUNTY will be used to determine whether the Plan submitted by CONTRACTOR meets these standards.

27. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

28. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

29. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

30. Termination

a. This contract may be terminated by either party by thirty (30) calendar days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For programs with fee-for-service and service capacity payment terms, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For contracts with cost-reimbursement payment terms, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

31. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

3. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

4. State Licenses

CONTRACTOR must maintain applicable licenses from the State of Oregon Mental Health and Developmental Disability Services Division (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract. CONTRACTOR agrees to comply with all applicable regulations regarding programs or services, including the following:

1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

3. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" 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 above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and 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 the COUNTY within 10 days after receiving notice under paragraph d. above 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 paragraphs a. through f. above.

6. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services 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.

8. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with applicable federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

9. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

10. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. 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 activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

11. Lead-Based Paint Poisoning

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

12. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its 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.

13. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

14. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this

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

15. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

16. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, political affiliation, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, political affiliation, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Department contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, sexual orientation, marital status, familial status, race, political affiliation, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract 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 statements, or receiving stolen property;

c. Are 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 subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	PORTLAND PUBLIC SCHOOLS-EI/ECSE	Vendor Code:	GV9409B
Contractor Address :	531 SE 14TH AVE PORTLAND OR 97214		
Telephone :	916-5840	Fiscal Year :	97/98
		Federal ID # :	93-6000830

Program Office Name : Developmental Disabilities Specialized Services

Service Element Name : DD EI/EC Spec Ed-Wellness (D57E)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Cost Reimbursement				\$370,000.00
Total								\$370,000.00

MEETING DATE: JUN 26 1997

AGENDA NO: C-8

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT:

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next available date
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services
CONTACT: Esther Montanez-Morales

DIVISION: _____
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Howard Klink

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Ratification of the annual agreement between the Department of Community and Family Services, Division of Developmental Disabilities Program and the Tri Met for the period of July 1, 1997 through June 30, 1998.

6/30/97 originals to Lou Olson

SIGNATURES REQUIRED:

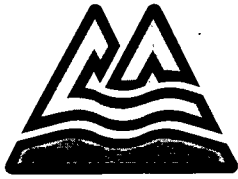
ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe mms

BOARD OF
COUNTY COMMISSIONERS
97 JUN 19 PM 10:48
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 COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mbs*
Department Community and Family Services

DATE: May 22, 1997

SUBJECT: Renewal Agreement with Tri-Met

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Tri-Met, for the period July 1, 1997 through June 30, 1998.

II. Background/Analysis: The Department of Community and Family Services is renewing an annual agreement for the provision of Transportation Services for persons with developmental disabilities. This service enables individuals go to employment, and other necessary activities.

III. Financial Impact: For fiscal year 96-97 Tri-Met agreed to pay \$415,450 to the State to support the rate enhancement for rides for people with developmental disabilities. These funds qualified as local matching funds for use as match for Title XIX. Tri-Met received \$587,438 for the services and funding available via the State Mental Health Grant. We estimate this figures be slightly higher for fiscal year 97-98.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: Attached; xxx Not Attached

Contract #101318

Amendment # 0

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement Under \$50,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (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 type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <div style="text-align: center; margin-top: 20px;"> <p>APPROVED MULTNOMAH COUNTY</p> <p>BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>6/26/97</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p> </div>
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Department: Community & Family Services

Division: _____

Date: May 19, 1997

Administrative Contact: Esther Montanez-Morales

Phone: 248-3691 ext 24194

Bldg/Room 166/7th

Description of Contract:

Contract Renewal for Transportation services for FY 97-98.

RFP/BID #: _____ Date of RFP/BID: N/A Exemption Expiration Date: AR 10.010

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No: 101337 (Only for Original Renewals)

<p>Contractor Name: TRI MET</p> <p>Mailing Address: 4012 SE 17th</p> <p style="text-align: center;">Portland, Oregon 970202</p> <p>Phone: (503) 238-4879</p> <p>Employer ID# or SS#: 93-0579353</p> <p>Effective Date: July 1, 1997</p> <p>Termination Date: June 30, 1998</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ Requirements</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%; margin-top: 10px;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ Itemized Bill</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ Itemized Bill	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez*

Date: 6/11/97

Purchasing Director:

Date: _____

(Class II Contracts Only)

County Counsel: *Patricia Gantz*

Date: 6/16/97

County Chair/Sheriff: *Willie Davis*

Date: 6/26/97

Contract Administration:

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 621786				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
5/15/97

Contractor : TRI MET

Vendor Code : 621786

Fiscal Year : 97/98

Amendment Number : 0

Contract Number : 101318

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET- AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1510	D53X	6060	9501X	DD SMHD DD Transportation	Requirements		Requirement	\$947,438.00
TOTAL								\$0.00	\$0.00	\$0.00	\$947,438.00

INTERGOVERNMENTAL AGREEMENT

#101318

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

TRI MET
4012 SE 17th
Portland, Oregon 97202
503-238-4879,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide transportation services to and from home, to work and emergency situations as identified in Special Conditions #1.1, and #3.1 through 3.2.1.3 for individuals with developmental disabilities, herein incorporated by reference.

2. **COMPENSATION:**

COUNTY agrees to pay CONTRACTOR for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- a. All services must be pre-authorized by designated Developmental Disabilities Program staff to generate a payment.
- b. CONTRACTOR agrees to include all trip slips with the billing invoice. Trip slips must include the name of the service recipient, the date of service, the address of the pick-up point, the address of the destination and the applicable charge per trip.
- c. Please submit all invoices to:
Division of Developmental Disabilities
Attn. Transportation Coordinator
421 SW 6th, Suite 400
Portland, Oregon 97204

3. **TERM.** The CONTRACTOR'S services will begin on July 1, 1997 and terminate when completed but no later than June 30, 1998.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the Part B-Department-Wide General Conditions, Part C - Program General Conditions, Part D Certificates and Attachment A.

MULTNOMAH COUNTY, OREGON

CONTRACTOR

BY Lorenzo Poe 6/11/97 BY _____
Director, Dept of Community & Family Svcs Date Title Date

BY Beverly Stein 6/26/97 _____
Beverly Stein, Multnomah County Chair Date Contractor's ID #

REVIEWED:

SANDRA DUFFY, Acting County Counsel
for Multnomah County, Oregon

By Katie Duff 6/16/97
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

PART B. DEPARTMENT-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or sub contract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its sub contractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds become unavailable to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

Katie Gault 4/23/97

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to all books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted periodically, as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*). If CONTRACTOR'S corporate headquarters are out of state, CONTRACTOR agrees to pay travel costs incurred by COUNTY to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be allowed to conduct an external limited scope audit in lieu of a full scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over your organization. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on financial Statements or to perform other services that require independence.

h. CONTRACTOR, if it is a state, local government or non-profit organization and a Subrecipient of federal funds, will meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

i. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

j. CONTRACTOR shall submit annual Federal and State Tax Returns to COUNTY within 30 calendar day of their due date. Required tax returns are described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

Katie Gault 4/23/97

k. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate

termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to

pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than 120 days after contract execution. This plan must contain measurable objectives, timelines, and person's responsible for all elements.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR

which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

A. CONTRACTOR shall be reimbursed for specific services based upon the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and required reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the state or federal government resulting from state or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall include dates of service, be supported by signed, dated documentation in the client file or chart for each unit of service billed.

Kate Dargatzis 4/23/97

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

Kate Smith 4/23/97

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

24. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

25. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

26. Quality Assurance

CONTRACTOR shall submit to the COUNTY a Quality Assurance Plan in accordance with procedures and timelines adopted by the COUNTY. This Quality Assurance Plan must meet standards adopted by the COUNTY. A review process adopted by the COUNTY will be used to determine whether the Plan submitted by CONTRACTOR meets these standards.

27. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

- a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for three years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

28. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

29. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

30. Termination

- a. This contract may be terminated by either party by thirty (30) calendar days written notice to the other party.
- b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

Katie Dwyer 4/24/97

- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For programs with fee-for-service and service capacity payment terms, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For contracts with cost-reimbursement payment terms, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

31. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

3. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

4. State Licenses

CONTRACTOR must maintain applicable licenses from the State of Oregon Mental Health and Developmental Disability Services Division (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.

Katie Gung 4/18/96

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract. CONTRACTOR agrees to comply with all applicable regulations regarding programs or services, including the following:

1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

3. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" 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 above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and 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 the COUNTY within 10 days after receiving notice under paragraph d. above 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 paragraphs a. through f. above.

6. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services 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.

8. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with applicable federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

9. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

10. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. 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 activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

11. Lead-Based Paint Poisoning

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

12. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its 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.

13. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

14. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this

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

15. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

16. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, political affiliation, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, political affiliation, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Department contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, sexual orientation, marital status, familial status, race, political affiliation, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

Katie Gault 4/23/97

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract 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 statements, or receiving stolen property;

c. Are 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 subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : TRI MET	Vendor Code: 621786	
Contractor Address : 4012 SE 17TH PORTLAND OR 97202		
Telephone : 238-4879	Fiscal Year : 97/98	Federal ID # : 93-0579353

Program Office Name : Developmental Disabilities Vocational Services

Service Element Name : DD Transportation (D53X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Reqt's	Per client sche		Reqt's
Total					Reqt's			Reqt's

MEETING DATE: JUN 26 1997

AGENDA NO: C-9

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the Department of Community and Family Services and the City of Portland for Providence Medical Center /Crisis Triage Center MCCFS access to the City's radio system.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Behavioral Health

CONTACT: Lorenzo Poe/ Floyd Martinez

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Floyd Martinez

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Agreement between the Department of Community and Family Services and the City of Portland for Providence Medical Center /Crisis Triage Center MCCFS access to the City's radio system.

6/30/97 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 1:55
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: May 23, 1997

SUBJECT: Intergovernmental Agreement with the City of Portland for MCCFS access to the City's Radio System and System Maintenance and Costs

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement with the City of Portland for the period from June 1, 1997 until termination.

II. Background/Analysis: The mobile response team of the Crisis Triage Center at Providence Medical Center coordinates services with local law enforcement organizations. One method of coordination is communication through the radio system used by local law enforcement organizations. This Intergovernmental Agreement is for MCCFS access to the City of Portland's radio system.

III. Financial Impact: This contract is a Requirements agreement with costs based on a fee schedule included as part of the Intergovernmental Agreement.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: This Intergovernmental Agreement supports the County's efforts to increase coordination of local services.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Contract #
Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input checked="" type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement over \$25,000 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Administrative Contact: John Pearson

Description of Contract:

Division:

Phone: 248-3691 ext22612

Date: June 11, 1997

Bldg/Room 166/7th

This Intergovernmental Agreement between the City of Portland and Multnomah County is for Providence Medical Center/Crisis Triage Center MCCFS access to the City's radio system and maintenance of 800 MHz radio equipment.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ JMBE ☐ JWBE ☐ JQRF ☒ N/A ☐ None
 Original Contract No. _____ (Only for Original Renewals)

Contractor Name: City of Portland Mailing Address: 3732 S.E. 99th. Ave. Portland, Oregon 97266-2505 Phone: (503) 823-4331 Employer ID# or SS#: 93-6002236 Effective Date: June 1, 1997 Termination Date: Open Original Contract Amount: \$ Total Amt of Previous Amendments: \$ Amount of Amendment: \$ Total Amount of Agreement: \$ Requirements	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
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<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 6/11/97

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

County Counsel: *Katie Sant* Date: 6/13/97

County Chair/Sheriff: *Melvin Dean* Date: 6/26/97

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

VENDOR CODE 00309				VENDOR NAME City of Portland				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
									See Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

COMMUNITY AND FAMILY SERVICES DEPARTMENT

CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : CITY OF PORTLAND - BUREAU OF GENERAL SERVICES - COM

Vendor Code : 00309

Fiscal Year : 96/97

Numeric Amendment : 00

Contract Number : 1010385

Page 1 of 1

6/11/97

LINE	FUND	AGEN	ORG CODE	ACTIVI CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
52	156	010	1662	M25M	6060	9080A	AMH Mixed SMH/CGF Funds AMH Mobile Crisis Response	Requirements		Requirement	\$0.00
TOTAL								\$0.00	\$0.00	\$0.00	\$0.00

COMMUNITY AND FAMILY SERVICES DEPARTMENT

CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : CITY OF PORTLAND - BUREAU OF GENERAL SERVICES - CO.

Vendor Code : 00309

Fiscal Year : 97/98

Numeric Amendment : 00

Contract Number : 101708

Page 1 of 1
6/11/97

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
52	156	010	1662	M25M	6060	9080A	AMH Mixed SMH/CGF Funds AMH Mobile Crisis Response	Requirements		Requirement	\$0.00
TOTAL								\$0.00	\$0.00	\$0.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

FOR

800 MHz, SIMULCAST AND TRUNKING RADIO SERVICES

This is an Intergovernmental Agreement entered into pursuant to ORS 190.010 between the City of Portland (City) and Multnomah County Community Family Services (MCCFS).

RECITALS:

1. On June 5, 1992, the City and Motorola Communications and Electronics, Inc., (Motorola) entered into an agreement that enabled the City to provide a complete 800 MHz, Simulcast Trunking Radio System.

2. The City will provide MCCFS access to the City's radio system and provide maintenance of 800 MHz radio equipment according to the conditions set forth in this Agreement. For the purposes of this agreement, 800 MHz equipment shall refer to any and all of the items identified in Exhibit A.

1 - City of Portland/Multnomah County
Community Family Services Agreement 4/97

AGREEMENT:

1. SCOPE OF CITY SERVICES

(a) Access. The City shall provide MCCFS complete access to the City's radio system for the use of MCCFS's 800 MHz equipment. Radio coverage provided with access to the City's radio system will be that in existence at the time this agreement is signed. As compensation for radio system access to be provided by the City, MCCFS shall pay the City the compensation set out below in section 2.

All radios and desktop stations must be SmartZone compatible and preapproved, prior to purchase, by the City's 800 MHz System Manager as to SmartZone compatibility before being granted system access.

(b) Maintenance. The City (may/shall) maintain each of MCCFS 800 MHz equipment for compensation set out in section 2 below. Maintenance shall include all repairs to the units, including parts and labor with the exception of repairs resulting from customer abuse. In the latter case, necessary repairs will be priced at time and materials at the then current billable maintenance rate, see Exhibit A.

(1) MCCFS must transport all radio units to and from the City's radio repair shop for maintenance.

Desktop station units (desktop radios) will be serviced at their locations.

(2) Maintenance shall include initial programming and subsequent programming required to maintain identification number/unit affiliation. Maintenance does not include initial mobile installation, nor does maintenance include future talkgroup or software feature changes to MCCFS's radios. If anyone other than the City programs, maintains, alters or adjusts any of the equipment under contract, the City in no way warrants or insures the performance or operation of MCCFS's 800 MHz equipment.

(3) The cost of the initial programming of each such unit shall be included in the maintenance fee for the unit. If there is no maintenance agreement, the programming fee listed in Exhibit A will apply. Subsequent reprogramming required to maintain equipment identification number/unit affiliation by way of a customer request will be charged the programming fee.

(4) Maintenance includes after hours and holiday emergency service on non-redundant life/critical equipment such as dispatch consoles and 911 equipment.

(5) Portland will afford MCCFS the ability to obtain installation of 800 MHz equipment, at the then current billable rate. Rates may be adjusted annually by the City. Prior to the start of installation the City will provide MCCFS a cost estimate on all standard installations for approval. All non-standard installations will be priced at time and materials at the then current billable shop rate.

(c) Programming. Programming requires one radio template for each model of Motorola SmartZone Radios.

All permanent or temporary patches, to conventional radio channels, must be approved by the System Manager before they become operational. This includes patches controlled by 911 Public Safety and Public Services Central Electronic Banks (CEB's), 800 MHz control/desktop stations, mobile or portable radios.

A Trunking Coordinator will need to be selected to provide a single point of contact between your Agency/Bureau

and Communications Services. Only one coordinator is recommended for each agency.

Trunking Coordinators may not change talkgroup names, functions or alias's without consulting the System Manager. Talkgroup changes will cause considerable disruption and possible safety issues to other system users. MCCFS agrees to pay appropriate costs incurred to correct any unauthorized changes to the system.

Trunking Coordinators may not drop off radios for programming until (a) the contract is signed, (b) template design is completed and (c) all template approvals have been returned to the System Manager.

Upon initial and future radio template programming and reprogramming of mobile radios, MCCFS must provide the necessary hardware to program and test the template. This includes single/dual control head(s), control head cables and desktop ancillary equipment.

Talkgroup name/alias changes must be reviewed with the 800 MHz System Manager, as unauthorized talkgroup changes can affect other users of the system and template reprogramming and database changes may incur an additional cost to MCCFS.

(d) System Precepts. Pursuant to FCC rules and regulations, Part 90.631, trunked systems loading, construction and authorization requirements, sub part item (g)

wide area systems, MCCFS portable, mobile, MDT's and control stations shall be counted towards the City's system loading.

All Central Electronic Bank (CEB) Dispatch Centers must have backup capabilities in the event of a local CEB, T-1 or EMBASSY failure. The backup radios will also be used during local and system wide software and/or hardware upgrades and maintenance. A backup radio (Spectra E7 remote) must be used for each dispatch position. This radio must be isolated electrically from the local CEB.

The City is not responsible for "non-operational" logical patches or talkgroups on the 800 MHz system. Logical patches are funded and/or maintained by individual users on the system and are subject to the control of those users. Talkgroups assigned to public safety or public service agencies that are not on the 800 MHz system or involved in a logical patch will be disabled to prevent potential radio user confusion. In the event of a patch failure, caused by the funding agency's faulty base station or a U.S. WEST telephone line, the 800 MHz System Manager reserves the right to disable the logical patch until it is fully operational.

The City is not responsible for logical patches or talkgroups that are dropped from the 800 MHz system. Logical patches are funded by individual users on the system.

Talkgroups are assigned to users that have contracts with the City.

If a control station or Central Electronics Banks (CEB) ancillary equipment (desktop equipment, DCCM's and etc.) is installed by a third party vendor, it will be the responsibility of the vendor and/or MCCFS's project manager to program this ancillary equipment. Prior to connection being made to the City's Embassy switch, the 800 MHz System Manager must be notified.

Should MCCFS request a cancellation in service, all radios with City template programming must be reprogrammed and erased of all talkgroups and SmartZone system parameters at MCCFS's expense.

(e) Bi-Directional Amplifiers (BDA). All BDA installations must be approved by the City's 800 MHz System Manager before installation. After approval and during the initial installation of the Bi-Directional Amplifier (BDA) system, by MCCFS, and in the event that radio frequency interference should result from this installation, MCCFS shall be responsible for immediately ceasing operation, disconnecting and eliminating the interference to the satisfaction of the City before resuming operation.

After initial installation, in case of interference resulting from MCCFS's operation of this equipment, the City may order corrective measures to be taken immediately and

interference eliminated within five (5) days from receipt of notice. In the event operation of equipment or of actions by MCCFS renders the City's equipment unusable, MCCFS, upon notification by the City, shall immediately cease such operations or actions. MCCFS will be responsible and will assume the cost of corrective measures needed to eliminate the interference or modify it to the satisfaction of the City.

(f) Security. Talkgroup security relates to portable, mobile radio units and desktop stations programmed with the City's 800 MHz System Talkgroups. MCCFS talkgroups must have written authorization to loan, issue or assign any radios on a permanent or temporary basis to any outside organizations. This written authorization must be obtained from the organization to which the talkgroup is assigned and the City's 800 MHz System Manager.

Radio programming security requires that no radio service software (RSS) modifications can be made to the portable, mobile radio units and desktop stations or Central Electronic Bank (CEB) consoles without the written approval of the City's 800 MHz System Manager. These modifications include the system ID number, radio ID number, control channels, connect tones, call alert parameters, secure parameters, emergency options, radio wide options, trunking wide options, preferred site tables, conventional channels or any present or future options in future RSS software releases.

MCCFS will be responsible and will assume the cost of the corrective measures needed to eliminate system problems due to any unauthorized radio software modifications. Radio software is considered confidential information. MCCFS shall not disclose any radio software information to anyone without the City's permission. Talkgroup decimal/hexadecimal ID's and template information provided to MCCFS for the template design process is considered confidential information. If MCCFS makes an unauthorized disclosure of confidential information, the City may terminate this Agreement on giving ten days written notice of its intent to terminate.

The City is not responsible for limitations of radio features, i.e., scan, due to non-standard template design.

MCCFS will use the Motorola "SCAN" feature at their own risk. The City is not responsible for loss of radio traffic to a MCCFS radio when using scan and roaming throughout the network. The City's 800 MHz System Manager reserves the right to disable a MCCFS radio from one or more SmartZone sites should MCCFS radios cause site busies.

(g) Training. The City of Portland will provide one (1) "Train the Trainer" class for MCCFS personnel. The success of the 800 MHz system and the safety of personnel depends upon user training.

2. COMPENSATION

(a) MCCFS will pay the City for services as provided in Exhibit A.

(1) For access to the City's radio system, the access fee identified in Exhibit A will apply to each portable radio unit, mobile radio units, MDT, and desktop station for which the City provides access.

The City reserves the right to charge MCCFS the monthly rate for any mutual aid radio that uses the 800 MHz system for MCCFS's primary communications. This includes using a logical patch talkgroup to bypass MCCFS's conventional radio system. The City also reserves the right to charge MCCFS the monthly rate for any mutual aid radio that is used for non-mutual aid radio monitoring and transmitting on any talkgroup on the system.

(2) For maintenance of each unit used for public safety or public service functions, MCCFS shall pay the City according to the schedule in Exhibit A.

(3) The cost of the initial programming of each such unit shall be included in the maintenance fee for the unit. Subsequent reprogramming required to maintain equipment identification number/unit affiliation by way of a customer request will be charged the programming fee identified in Exhibit A.

(4) Access and maintenance charges shall be pro-rated on a monthly basis.

(5) After all radios are programmed by the City, billing will start upon delivery.

3. BILLING AND PAYMENT PROCEDURE

The City shall bill MCCFS for charges for access and maintenance under this Agreement as follows:

(See Exhibit A for price outline)

<u>EQUIPMENT</u>	<u>UNIT TOTAL</u>	<u>MAINTENANCE</u>
<u>Portables</u>	<u> </u>	YES <u> </u> NO <u> </u>
<u>Mobiles</u>	<u> </u>	YES <u> </u> NO <u> </u>
<u>Desktop Stations</u>	<u> </u>	YES <u> </u> NO <u> </u>
<u>MDT</u>	<u> </u>	YES <u> </u> NO <u> </u>
<u>AVL</u>	<u> </u>	YES <u> </u> NO <u> </u>

Access charges and maintenance fees will begin upon signed receipt of programmed 800 MHz equipment.

Subsequent billing will take place quarterly on the first day of the months of January, April, July, and October. MCCFS will pay on or before 30 days thereafter.

Interest and late payment shall be governed by the Prompt Payment Act. Failure to pay can result in termination of access to the system.

Invoices should be sent to: (Please complete information below)

4. EFFECTIVE AND TERMINATION DATES

This open-ended Agreement shall be in effect as of the date of its execution and shall continue in force until terminated as set forth in the following paragraph:

Either party may terminate this Agreement upon giving written notice of termination to the other party not less than six months prior to the date of cancellation which shall be set forth in the notice.

All charges listed in Exhibit A shall be updated annually in conjunction with the City's fiscal year which runs from July 1 through June 30. Beginning July 1, 1996, rates will be those already approved and established by the Portland City Council and listed in Exhibit A.

Future rates will be set consistent with City of Portland fiscal and budgetary policy. Currently, that policy dictates two-year budget preparation with second-year increases limited to CPI increases in the Portland metropolitan area. In line with that policy, access, maintenance, and installation fees

for the period July 1, 1997 through June 30, 1998 will not exceed the most recent CPI increase for the Portland metropolitan area as published by the Bureau of Labor Statistics.

Following this pattern, as of July 1 of each even numbered year, the City may change the access, maintenance, and installation fees according to rates established by the Portland City Council at that time. The following year rates will be limited to CPI increases.

5. INDEMNIFICATION

Subject to any Oregon constitutional limitations and the provisions of ORS 30.260 to 30.300, each party to the Agreement will defend, save harmless and indemnify the other from any liability to any third party arising solely out of the negligent acts of its officers, employees or agents in the performance of this Agreement. MCCFS's liability shall be governed by and limited to the Federal Tort Claims Act and applicable Federal law.

6. AMENDMENTS

This Agreement may be amended only by written agreement of the parties.

7. INTEGRATION

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions and agreements.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : CITY OF PORTLAND - BUREAU OF GENERAL SERVICES - COM	Vendor Code: 00309
Contractor Address : 3732 S.E. 99TH. AVE. PORTLAND OR 97266-2505	
Telephone : 823-4331	Fiscal Year : 96/97
Federal ID # : 93-6002236	

Program Office Name : BHP Adult Mental Health Contracts

Service Element Name : AMH Mobile Crisis Response (M25M)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	6/1/97	6/30/97	Per Invoice	Cost Reimbursement				Req'ts
Total								Req'ts

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	CITY OF PORTLAND - BUREAU OF GENERAL SERVICES - CO.	Vendor Code:	00309
Contractor Address :	3732 S. E. 99TH. AVE. PORTLAND OR 97266-2505		
Telephone :	823-4331	Fiscal Year :	97/98
		Federal ID # :	93-6002236

Program Office Name : DBH Adult Mental Health Contracts

Service Element Name : AMH Mobile Crisis Response (M25M)

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	7/1/97	6/30/98	Per Invoice	Cost Reimbursement				Req'ts
Total								Req'ts

MULTNOMAH COUNTY COMMUNITY FAMILY SERVICES

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Legal Counsel
Date: _____

CITY OF PORTLAND

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

800MHz.nlb\iga

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

BY Lorenzo Paez 6/16/97
Director, Dept of Community & Family Svcs Date

BY _____
Title _____ Date _____

BY Beverly Stein 6/26/97
Beverly Stein, Multnomah County Chair Date

BY _____
Title _____ Date _____

REVIEWED:
SANDRA DUFFY, Acting County Counsel
for Multnomah County, Oregon

APPROVED AS TO FORM:

By Katie Duff 6/15/97
Date

City Attorney
Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

EXHIBIT "A"

July 1, 1996 to June 30, 1997 800 MHz Access Fees and Maintenance Rates are as follows:

Equipment / Description	Public Safety *	Public Service *
- Access Fee	\$304 / year	\$304 / year
- Equipment Maintenance Charge		
. Portable Radio	\$221 / year	\$110 / year
. Mobile Radio	\$221 / year	\$110 / year
. Desktop Mobile Radio	\$221 / year	\$110 / year
. Motorcycle Radio	\$221 / year	\$110 / year
. Mobile Data Terminal (MDT)	\$284 / year	\$284 / year
. Forte' (type of MDT)	\$304 / year	\$304 / year
. Portable Data Terminal (PDT)	\$304 / year	\$304 / year
. Automatic Vehicle Locator (AVL)	\$134 / year	\$134 / year
. RF Modem	\$134 / year	\$134 / year
- Labor Rate **		
. Engineering	\$76 / hour	\$76 / hour
. Radio Shop	\$76 / hour	\$76 / hour
- Programming Fee		
. equipment on maintenance contract		
- initial programming	no charge	no charge
- subsequent programming **	\$76 / hour	\$76 / hour
. equipment not on maintenance contract		
- initial programming **	\$76 / hour	\$76 / hour
- subsequent programming **	\$76 / hour	\$76 / hour

* Agencies classified under Public Safety are : Police, Fire, Emergency Medical Services.
All other agencies are classified under Public Services

** A General Fund surcharge, not exceeding 5%, will be added to all billable work orders

MEETING DATE: JUN 26 1997
AGENDA NO: C-10
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Expenditure Agreement with Clackamas County Mental Health to reimburse serves for mentally ill children who are enrolled in CAPCare, but who live in Clackamas County and are served by Clackamas County Mental Health.

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/Bill Thomas

DIVISION: _____
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bill Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Expenditure Agreement Between Department of Community and Family Services and Clackamas County Mental Health.

6/30/97 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
97 JUN 17 PM 5:46
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 COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 11, 1997

SUBJECT: FY 1996/97 Intergovernmental Agreement with Clackamas County Mental Health

I. Retroactive Status: This agreement is retroactive to. July 1, 1996 due to Program Office negotiations with provider.

II. Recommendation/Action Requested: The Department of Community and Family Services recommends County Chair approval of the attached agreement with Clackamas County Mental Health for the period July 1, 1996 through December 31, 1997.

III. Background/Analysis: The Department of Community and Family Services is contracting with Clackamas County Mental Health to purchase mental health services for children with mental illnesses. Authorizations for services are the responsibility of County staff. At the time CAPCare was established, the State Office of Medical Assistance used the zip code of an enrollee to determine which county mental health plan a child would be enrolled in. A number of individuals were assigned to Multnomah County, who actually live in Clackamas County and the State has been unable to correct the problem. This contract provides the funds to reimburse Clackamas County Mental Health for children enrolled in CAPCare who actually live in Clackamas County and are served by that agency. While services must be provided as a courtesy the Department will reimburse this provider at 100% of the State Medicaid rate.

IV. Financial Impact: Funds for this contract are included in the Department budget.

V. Legal Issues: None

VI. Controversial Issues: This contract will not be renewed unless the County continues to operate as a Mental Health Organization after January 1, 1998. Behavioral Health is in the process of preparing a response to the State RFP as a Managed Mental Health Organization for Multnomah County.

VII. Link to Current County Policies: The contract supports the County's benchmarks concerning access to mental health services.

VIII. Citizen Participation: Children's mental health programs are advised by CAMHPAC which is comprised of representatives from the School District, provider agencies, consumers, and other involved government agencies.

IX. Other Government Participation: The CAPCare/CAPCare Plus Mental Health Organization (formerly Partners Project) involves funding and service coordination among multiple governmental and public organizations, including the County, State, and school districts.

(See Administrative Procedures CON-1)

Amendment #

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COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : CLACKAMAS COUNTY MENTAL HEALTH

Page 1 of 1
6/11/97

Vendor Code : 00287

Fiscal Year : 96/97

Numeric Amendment : 00

Contract Number : 103487

LINE	FUND	AGEN	ORG CODE	ACTIVI CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	395	010	1663	C11X	6060	9601X	CMH XIX Capitation CC/CCPlus Childrens Mental Health	Requirements		Requirement	\$50,000.00
52	395	010	1663	C11X	6060	9699L	CC/CCPlus CC/CCPlus Childrens Mental Health	Requirements		Requirement	\$25,000.00
TOTAL								\$0.00	\$0.00	\$0.00	\$75,000.00

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : CLACKAMAS COUNTY MENTAL HEALTH

Page 1 of 1
6/11/97

Vendor Code : 00287

Fiscal Year : 97/98

Numeric Amendment : 00

Contract Number : 103487

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	395	010	1663	C11X	6060	9601X	CMH XIX Capitation CC/CCPlus Childrens Mental Health	Requirements		Requirement	\$50,000.00
52	395	010	1663	C11X	6060	9699L	CC/CCPlus CC/CCPlus Childrens Mental Health	Requirements		Requirement	\$25,000.00
TOTAL								\$0.00	\$0.00	\$0.00	\$75,000.00

INTERGOVERNMENTAL AGREEMENT

#103487

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

Clackamas County Mental Health
P.O. Box 12
Marylhurst, Or 97036

Federal ID #93-6002286,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

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

a. Services

CONTRACTOR agrees to provide medically necessary and appropriate mental health services listed below and described in the Multnomah County CAPCare Provider Manual dated April, 1996 and any subsequent changes made to the Manual during the terms of this agreement (incorporated by reference and hereinafter known as the PROVIDER MANUAL), and summarized in Attachment A: Service Elements and Contract Amounts. These services will be provided to Medicaid eligible children and adolescents under the age of 21 who live in or moved from Clackamas County and are still receiving services, but who are enrolled in Multnomah County CAPCare (hereinafter known as CAPCare), a prepaid health plan providing mental health services to children and adolescents under a capitation payment pursuant to the provisions of the Intergovernmental Agreement between the COUNTY and the Oregon Mental Health and Developmental Disability Services Division for the Multnomah County Children's Capitation Project (hereinafter known as the STATE AGREEMENT).

- Out-patient mental health services
- Other authorized services

CONTRACTOR agrees to follow the service authorization procedures described in the PROVIDER MANUAL. CONTRACTOR must assure that services provided under this contract are accessible to CAPCare enrollees. CONTRACTOR may not discriminate between CAPCare enrollees and non-CAPCare enrollees with respect to the provision of services consistent with OAR 410-141-220, Oregon Health Plan Prepaid Health Plan Accessibility.

CONTRACTOR shall assure that:

- II. CAPCare enrollees served by CONTRACTOR have individualized treatment plans which incorporate medically necessary and appropriate, flexible, individualized, culturally relevant and family based service approaches; and
- III. Services and scheduling will take into account the needs of enrollees and their families

Services to CAPCare enrollees may be delivered in the home or community dependent upon client needs.

b. Service Standards

CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, policies, procedures, program instructions, the PROVIDER MANUAL and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in any applicable Request for Proposal and CONTRACTOR's response to the proposal, Contract Renewal

Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. In particular, CONTRACTOR agrees to provide the above services consistent and in compliance with the Multnomah County CAPCare System of Care Standards contained in the PROVIDER MANUAL.

CONTRACTOR shall provide written notice to and obtain written COUNTY approval prior to implementing any substantive program changes and/or change on method of service delivery that affects level, scope or outcome of client services funded by this contract.

2. COMPENSATION.

- a. COUNTY agrees to reimburse CONTRACTOR for Medicaid reimbursable services provided in accordance with authorization procedures contained in the PROVIDER MANUAL. CONTRACTOR agrees to follow billing and claims submission procedures contained in the PROVIDER MANUAL. CONTRACTOR's authorized covered claims expenses for services provided will be reimbursed by the COUNTY on a fee-for-service basis, adjusted for coordination of benefits and collection of third party resources in accordance with applicable portions of Part C, Program General Conditions and the PROVIDER MANUAL. The fee schedule for authorized covered claims expenses shall be in accordance with the current Rehabilitative Services Procedure Codes and Rates for Medicaid Eligible Individuals dated 10/1/95 (herein incorporated by reference) and any subsequent changes made to the Codes and Rates during the term of this contract, and additional approved billing codes and rates for flexible services published by the COUNTY.
- b. Following the execution of this agreement, to be eligible for payment, a claim must be submitted to the COUNTY for adjudication within six (6) months of the date the claim was incurred by CONTRACTOR. All service standards and instructions that apply to services provided to CAPCare clients also apply to services provided to CAPCare Plus clients.

3. TERM.

The CONTRACTOR'S services will begin on July 1, 1996 and terminate when completed but no later than December 31, 1997.

4. CONTRACT DOCUMENTS.

This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

CLACKAMAS COUNTY MENTAL HEALTH

BY *Lolene Poems* 6/12/97
Director, Dept of Community & Family Svcs Date

BY _____
Title Date

BY *Beverly Stein* 6/26/97
Beverly Stein, Multnomah County Chair Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

REVIEWED:
SANDRA DUFFY, Acting County Counsel
for Multnomah County, Oregon

BY *Katie Duffy* 6/17/97
Date

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : CLACKAMAS COUNTY MENTAL HEALTH	Vendor Code: 00287
Contractor Address : PO BOX 12 MARYLHURST OR 97036	
Telephone : 655-8651	Fiscal Year : 96/97
Federal ID # : 93-6002286	

Program Office Name : BHP Childrens Mental Health Contracts

Service Element Name : CC/CCPlus Childrens Mental Health (C11X); cc/cc+ out of county

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Claims Submission	Fee for Service	Reqt's	100% of T. XIX		Reqt's
0	7/1/96	6/30/97	Claims Submission	Fee for Service	Reqt's	100% of T.XIX		Reqt's
Total					Reqt's			Reqt's

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : CLACKAMAS COUNTY MENTAL HEALTH	Vendor Code: 00287
Contractor Address : P.O. BOX 12 MARYLHURST OR 97036	
Telephone : 655-8651	Fiscal Year : 97/98
Federal ID # : 93-6002286	

Program Office Name : DBH Childrens Mental Health Contracts

Service Element Name : CC/CCPlus Childrens Mental Health (C11X); cc/cc+ out of county

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	12/31/97	Claims Submission	Fee for Service	Req't's	100% of T.XIX		Req't's
0	7/1/97	12/31/97	Claims Submission	Fee for Service	Req't's	100% of T.XIX		Req't's
Total					Req't's			Req't's

PART B. DEPARTMENT-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or sub contract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its sub contractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds become unavailable to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to all books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted periodically, as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*). If CONTRACTOR'S corporate headquarters are out of state, CONTRACTOR agrees to pay travel costs incurred by COUNTY to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be allowed to conduct an external limited scope audit in lieu of a full scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over your organization. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on financial Statements or to perform other services that require independence.

h. CONTRACTOR, if it is a state, local government or non-profit organization and a Subrecipient of federal funds, will meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

i. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

j. CONTRACTOR shall submit annual Federal and State Tax Returns to COUNTY within 30 calendar day of their due date. Required tax returns are described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

k. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate

Katie Smith 4/23/97

termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to

pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than 120 days after contract execution. This plan must contain measurable objectives, timelines, and person's responsible for all elements.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR

which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

A. CONTRACTOR shall be reimbursed for specific services based upon the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and required reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the state or federal government resulting from state or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall include dates of service, be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

24. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

25. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

26. Quality Assurance

CONTRACTOR shall submit to the COUNTY a Quality Assurance Plan in accordance with procedures and timelines adopted by the COUNTY. This Quality Assurance Plan must meet standards adopted by the COUNTY. A review process adopted by the COUNTY will be used to determine whether the Plan submitted by CONTRACTOR meets these standards.

Katie Galt 4/24/97

27. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

- a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for three years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

28. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

29. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

30. Termination

- a. This contract may be terminated by either party by thirty (30) calendar days written notice to the other party.
- b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For programs with fee-for-service and service capacity payment terms, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For contracts with cost-reimbursement payment terms, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

31. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

Katie Gutz 4/24/97

PART C. PROGRAM GENERAL CONDITIONS: MULTNOMAH COUNTY CAPCare

1. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting to provide services as part of Multnomah County CAPCare. CONTRACTOR will provide services within the scope of its registration or licensure or within the Certificate of Approval criteria if not required to be registered or licensed. CONTRACTOR shall notify the COUNTY immediately if suspended or terminated from the Oregon Medical Assistance Program.

2. Right of Appeal

CONTRACTOR shall have the right to appeal actions by the COUNTY or decisions concerning the interpretation of the STATE AGREEMENT, or the COUNTY's responsibilities thereunder in accordance with procedures contained in the PROVIDER MANUAL.

3. Coordination with COUNTY Case Management Services

CONTRACTOR shall cooperate fully with COUNTY care coordination and case management for CAPCare enrollees receiving acute inpatient psychiatric care, outpatient treatment or mental health services not covered by the STATE AGREEMENT's capitated rate. Upon request, CONTRACTOR shall provide information necessary for COUNTY to perform care coordination and case management for CAPCare enrollees. For CAPCare enrollees aged 18 to 20 years who meet the criteria for extended care services for adults in a hospital or community setting, CONTRACTOR shall cooperate fully with the State of Oregon Mental Health and Developmental Disabilities Division's Extended Care Management Unit.

4. Coordination with Physical Health Care Providers

As clinically necessary and within laws governing confidentiality, CONTRACTOR shall assure that coordination of care, consultation and communication occurs with the physical health care providers for CAPCare enrollees receiving services from CONTRACTOR. CONTRACTOR shall assist CAPCare enrollees receiving services from CONTRACTOR in gaining access to physical health care providers able to meet identified intensive or complex needs by communicating or collaborating with Exceptional Needs Care Coordinators of Oregon Health Plan physical health care contractors, identifying barriers to obtaining physical health care, and helping remove barriers if possible.

5. Service Coordination and CAPCare Enrollee Referrals

CONTRACTOR shall assure coordination with community mental health programs within the geographic region served by the STATE AGREEMENT, for the purpose of assuring CAPCare enrollees access to mental health services under ORS Chapter 430, which are not provided under the STATE AGREEMENT. CONTRACTOR shall coordinate with emergency service agencies in the community. CONTRACTOR shall communicate with community support and social service systems as necessary to link social and psychiatric services. CONTRACTOR shall coordinate and document all mental health service referrals made by itself on behalf of CAPCare enrollees.

6. Post-Psychiatric Hospital and Post-Extended Care Program Follow-up Care

Upon accepting a referral for a CAPCare enrollee discharged from psychiatric hospitalization, CONTRACTOR shall schedule appointments for follow-up care within five (5) working days of discharge. Upon accepting a referral for a CAPCare enrollee discharged from extended care programs (e.g. DARTS; JCAHO certified residential treatment facilities; RES-MED programs), CONTRACTOR shall schedule appointments for services so that discharge can occur within five (5) working days of receiving notification of readiness for discharge.

7. CAPCare Enrollee Rights and Complaints

CONTRACTOR shall:

A. Develop treatment plans jointly with all CAPCare enrollees receiving mental health services on a continuing basis from the CONTRACTOR and shall, upon request and reimbursement for duplication costs, provide CAPCare enrollees access to their service records, unless access is restricted in accordance with ORS 179.505 (9).

B. Assure that self-referred CAPCare enrollees have equal access to services provided under the Multnomah County Children's Mental Health Capitation Project.

C. Comply with COUNTY policies and procedures for accepting, processing and responding to all complaints for CAPCare enrollees. These policies and procedures are included in the PROVIDER MANUAL.

D. Complete and submit the Health Plan Complaint Log contained in the PROVIDER MANUAL within 45 calendar days of the end of each calendar quarter.

8. Quality Assurance

CONTRACTOR shall maintain a planned, systematic and ongoing process for monitoring, evaluating and improving the quality and appropriateness of services provided to children and families served by the CONTRACTOR under the Multnomah County Children's Mental Health Capitation Project. At a minimum, this quality assurance system shall have the capacity to:

A. Identify important single clinical events and trends in the process and outcome of care that warrant further evaluation;

B. Identify and correct patterns and trends that have an important negative effect on CAPCare enrollee care;

C. Assure management of actual and potential high risk cases; and

D. Assure action is taken when an opportunity to improve the quality and appropriateness of care is identified.

In addition, CONTRACTOR shall fully coordinate and comply with the policies and procedures adopted by the COUNTY in accordance with the STATE AGREEMENT.

9. Critical Incidents

CONTRACTOR shall have written policies and procedures for reporting, gathering and analyzing data, and investigating reports of critical incidents consistent with OAR 309-40-220 through OAR 309-40-290, Abuse Reporting and Protective Services in Community Programs and Community Facilities. "Critical incident" means an incident as a result of staff action or inaction that punishes, endangers or otherwise harms an CAPCare enrollee. CONTRACTOR shall:

A. Report to the COUNTY by telephone all serious injuries or deaths that occur to CAPCare enrollees on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported within 24 hours of the incident. The report should be directed to the Behavioral Health Program Manager or the Manager's designee.

B. Follow-up telephone reports with a written Critical Incident Report to the COUNTY in accordance with procedures and timelines established by the COUNTY.

C. Submit to the COUNTY thirty (30) calendar days following the end of each calendar quarter, cumulative data on critical incidents.

D. Report to the COUNTY within 24 hours any staff member charged with a crime involving a CAPCare enrollee.

COUNTY will conduct a fact-finding inquiry into all critical incident reports involving serious injury or death to CAPCare enrollees.

10. Client and Service Data Collection and Reporting Requirements

CONTRACTOR shall:

A. Submit to the COUNTY encounter data in accordance with submission specifications, procedures and time frames contained in the PROVIDER MANUAL; and

B. Enroll all CAPCare enrollees in the Client Process Monitoring System (CPMS) and submit this information to the State of Oregon Mental Health and Developmental Disability Services Division according to procedures developed by the Division.

CONTRACTOR shall cooperate with the COUNTY in collection of information through encounter data, CPMS, consumer surveys, on-site reviews, medical chart reviews, interviews with staff, utilization and financial reports, and other data or information as required for purposes of monitoring compliance with this contract, for research and evaluation purposes, and for the purpose of developing and monitoring performance objectives. Failure to submit encounter and CPMS data in accordance with these requirements shall be grounds for the COUNTY withholding claims payment to CONTRACTOR.

11. State Mandated Requirements

A. CONTRACTOR shall assure that requirements of 42 CFR Part 434 that are appropriate to the services or activity required under the Multnomah County Children's Mental Health Capitation Project are fulfilled.

B. CONTRACTOR shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and Oregon Revised Statute 127 as amended by the 1993 Oregon Legislative Assembly, pertaining to advance directives.

12. State and CAPCare Enrollee Billing

CONTRACTOR may not request or obtain payment from the State of Oregon Mental Health and Developmental Disability Services Division or any CAPCare enrollee for covered services provided during the contract period for which capitation payments were made by the Division to the COUNTY through the Office of Medical Assistance Programs (OMAP), even if the COUNTY becomes insolvent.

13. Qualified Staff

CONTRACTOR must maintain personnel files documenting academic credentials and licenses of staff who provide services to CAPCare enrollees. If such staff are not licensed or certified by a state board or licensing agency, CONTRACTOR shall assure that staff and program meet definitions for Qualified Mental Health Associates (QMHA) and Qualified Mental Health Professionals (QMHP) appearing in the PROVIDER MANUAL. CONTRACTOR shall complete and submit to the COUNTY the Mental Health Services Practitioner Report contained in the PROVIDER MANUAL within 30 calendar days from the end of each calendar quarter.

14. Third Party Resources and Coordinating Benefits

CONTRACTOR shall notify the State of Oregon Mental Health and Developmental Disability Services Division through OMAP within 30 calendar days from the time the CONTRACTOR learns that a CAPCare enrollee might have third party resources or other resources for medical benefits or reimbursement of health care or services, including any legally liable third party or liability insurance. This notification shall include the name and address of the resource and any other identifying information available to the CONTRACTOR, such as the CAPCare enrollee's policy number, dates of coverage, etc.

COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, government agencies and CAPCare. COUNTY may release medical information in conformity with applicable confidentiality laws to such other third parties as necessary to accomplish the coordination of benefits. Coordination of benefits shall not result in compensation in excess of the amount determined by this contract, except where state laws or regulations require the contrary. CONTRACTOR shall follow procedures in the PROVIDER MANUAL regarding authorization and referrals even when other coverage is available to a CAPCare enrollee.

CONTRACTOR shall make reasonable effort to ensure CAPCare enrollees cooperate in securing third party resources other than liability insurance, and to the extent permitted by law, CONTRACTOR shall, when cost effective and clinically appropriate, collect such resources on behalf of the Multnomah County Children's Mental Health Capitation Project.

CONTRACTOR shall be responsible for maintaining records in such a manner so as to assure that all monies collected from third party resources on behalf of CAPCare enrollees are identified and reported to the COUNTY. CONTRACTOR shall make these records available for audit and review by the COUNTY or the State of Oregon Mental Health and Developmental Disabilities Services Division.

15. Compliance Monitoring and Program Evaluation

CONTRACTOR agrees to cooperate fully with contract compliance monitoring and program evaluation activities of the COUNTY and the State of Oregon Mental Health and Developmental Disability Services Division related to the Multnomah County Children's Mental Health Capitation Project.

16. Professional Liability Insurance

CONTRACTOR shall obtain and keep in effect during the term of this contract, professional liability insurance which provides coverage of direct and vicarious liability relating to damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300 is applicable and imposes lesser limitations, CONTRACTOR shall maintain coverage of not less than the amount of \$500,000 per person per incident and not less than \$500,000 in the aggregate either through a binder issued by an insurance carrier by self-insurance with proof provided to the COUNTY.

17. Record Retention

A. All nonclinical records relevant to services delivered under this contract shall be retained for at least five years after final payment is made and all pending matters are closed. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the five year period, the records must be retained until all issues arising out of the action are resolved or until the end of the five year period, whichever is later.

B. All clinical records relevant to services delivered under this contract shall be retained for at least seven years after the date of clinical services for which claims are made, encounters reported, final payment is made, or for such length of time as may be dictated by the generally accepted standards for record keeping within the applicable provider type and all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven year period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven year period, whichever is later.

18. Access to Records

CONTRACTOR shall provide COUNTY, State of Oregon Mental Health and Developmental Disability Services Division, the Health Care financing Administration (HCFA), the Comptroller General of the United States, the Oregon Secretary of State, the Office of Medical Assistant Programs (OMAP) and all their duly authorized representatives the right of access to facilities and to financial (including all accompanying billing

records), clinical, and personnel records that are directly pertinent to mental health services.

A. Records shall be made available for the purposes of:

- Monitoring and evaluating cost, performance, compliance, quality, appropriateness, and timeliness of services provided;
- Monitoring and evaluating the capacity of providers to bear the risk of potential financial losses; and
- Making audit, examination, excerpts and transcriptions.

B. Upon request and without charge, CONTRACTOR shall provide a suitable work area and copying capabilities to facilitate such a review or audit.

19. Confidentiality of Client Information

CONTRACTOR shall keep records related to CAPCare enrollees receiving services under this contract confidential in accordance with ORS 179.505, ORS 411.320, 45 CFR 205.50 and 42 CFR Part 2 and 42 CFR Part 431 Subpart F and shall maintain CAPCare enrollee privacy in accordance with ORS 192.502(2).

A. CONTRACTOR shall not use, release or disclose any information concerning an CAPCare enrollee for any purpose not directly connected with the administration of Title XIX of the Social Security Act or integration and coordination of services and shall obtain a written consent from the CAPCare enrollee or the legal guardian of the CAPCare enrollee allowing release of mental health service information to non-mental health providers.

B. CONTRACTOR shall release mental health service information required by the receiving provider in order to make appropriate service delivery decisions.

C. CONTRACTOR shall assure that the COUNTY and any subcontracted service components, as well as other cooperating mental health service providers, have access to the applicable contents of an CAPCare enrollee's clinical record when necessary for use in the diagnosis or treatment of the CAPCare enrollee, to the extent such access is permitted under ORS 179.505 (6).

D. CONTRACTOR shall, upon request and reimbursement for duplication costs, provide the CAPCare enrollee or the legal guardian of the CAPCare enrollee access to the CAPCare enrollee's clinical record.

20. Clinical Recordkeeping

CONTRACTOR shall maintain a clinical recordkeeping system which fully documents the mental condition of the CAPCare enrollee and the extent of mental health services received by CAPCare enrollees.

A. Clinical records maintained for each CAPCare enrollee shall document all types of mental health services delivered whether during or after office hours and the extent of agreement or disagreement of the CAPCare enrollee with the initial and subsequent services plans. If the clinical record does not reflect the consent of the CAPCare enrollee, the clinical records shall document the reason.

B. Clinical records shall include signatures of the individual providing the clinical service and, if applicable, the individual providing clinical, medical or direct supervision of the case.

C. The clinical record shall include data which forms the basis of the diagnostic impression of the CAPCare enrollee's chief complaint sufficient to justify any further diagnostic procedures, treatments, recommendations for return visits, and referrals. The clinical record shall include, as medically appropriate, for each CAPCare enrollee, all of the following data as applicable:

- Date(s) of services;
- Name(s) and title(s) of person(s) performing the service(s);
- Description of medical services that includes medications administered and prescribed; tests ordered or performed and results; goods or supplies dispensed or prescribed;
- Evidence of the mental health assessment;
- Evidence of a plan of care;
- Evidence of treatment given, progress made and relevance to findings of the mental health assessment and goals of the treatment plan or plan of care;
- Copies of hospitalization order and discharge summaries for each acute or long term psychiatric hospitalization;
- Copies of screening documents; and
- Copies of consultation reports and psychological evaluations.

D. The clinical recordkeeping system shall:

- Conform with accepted professional practice;
- Permit internal and external clinical audit;
- Permit encounter claim review; and
- Facilitate an adequate system for follow-up treatment.

E. CONTRACTOR shall maintain a system for documenting, recording and reporting CAPCare enrollee encounters.

21. Non-clinical Recordkeeping

CONTRACTOR shall maintain a nonclinical recordkeeping system. The nonclinical record shall include, for each CAPCare enrollee, all of the following data as applicable:

- A. CAPCare enrollee's name, date of birth, gender, marital status, address, and telephone number;
- B. Next of kin, sponsor, or responsible party and the name, address and telephone number of the person to be contacted in an emergency;
- C. Copies of Client Process Monitoring System (CPMS) enrollment forms;
- D. Copies of signed release of information forms;
- E. Copies of long term psychiatric care determination request forms;
- F. Other data elements required by the Encounter Data system and Client Process Monitoring System reporting.

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract. CONTRACTOR agrees to comply with all applicable regulations regarding programs or services, including the following:

1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

3. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" 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 above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and 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 the COUNTY within 10 days after receiving notice under paragraph d. above 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 paragraphs a. through f. above.

6. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. Environmental Protection

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and 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). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services 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.

8. Federal Alcohol Drug Abuse and Mental Health Block Grant

CONTRACTOR shall comply with applicable federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

9. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

10. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. 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 activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

11. Lead-Based Paint Poisoning

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

12. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its 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.

13. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

14. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this

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

15. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

16. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, political affiliation, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, political affiliation, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Department contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, sexual orientation, marital status, familial status, race, political affiliation, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

Kate Sawyer 4/23/97

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract 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 statements, or receiving stolen property;

c. Are 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 subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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

MEETING DATE: JUN 26 1997

AGENDA NO: C-11

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to Expenditure Agreement with Portland School District to purchase classroom aides for mentally ill children served by CAPCare.

BOARD BRIEFING

Requested By: _____

Amount of Time Needed: 5 minutes

REGULAR MEETING

Date Requested: Next Available

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Behavior Health

CONTACT: Lorenzo Poe/Bill Thomas

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bill Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment to Intergovernmental Expenditure Agreement Between Portland School District and Department of Community and Family Services, Funding Mental Health Services for Children Served Through Multnomah CAPCare.

6/30/97 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

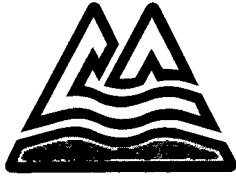
DEPARTMENT MANAGER: _____

Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
37 JUN 17 PM 5:45
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mbs*
Department of Community and Family Services

DATE: May 23, 1997

SUBJECT: Intergovernmental Agreement Amendment with Portland Public School District

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement Amendment with Portland Public School District for the period July 1, 1997 through December 31, 1997.

II. Background/Analysis: The Department of Community and Family Services is contracting with Portland Public Schools to purchase Educational Aides in the classrooms for children with mental illness served by Multnomah County's Managed Mental Health Care Organization, CAPCare/CAPCare Plus. The Children's Mental Health Capitation Project is being extended until the RFP with the State Mental Health Division is finalized in August, 1997. County staff pre-authorize services

III. Financial Impact: Funds for these services are in the Department budget

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's benchmarks concerning access to mental health services.

VII. Citizen Participation: Children's mental health programs are advised by CAMPAC which is comprised of representative from the School Districts, provider agencies, consumers, and other involved governmental agencies.

VIII. Other Government Participation: The CAPCare Mental Health Organization involves funding and service coordination among multiple governmental and public organizations, including the County, State and School Districts.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 103557

Prior-Approved Contract Boilerplate: Attached; xxxx Not Attached

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-11</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division:

Date: June 9, 1997

Administrative Contact: Irene Finley

Phone: 248-3691 ext 26296

Bldg/Room 166/7th

Description of Contract:

CAPCare/CAPCare Plus Educational Assistants

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ JMBE ☐ JWBE ☐ QRF ☒ N/A ☐ None
 Original Contract No: _____ (Only for Original Renewals)

Contractor Name : Portland Public Schools Mailing Address: 531 S.E. 14th Street Portland, OR 97214 Phone: (503) 916-5840 Employer ID# or SS#: 93-6000830 Effective Date: July 1, 1997 Termination Date: December 31, 1997 Original Contract Amount: \$Requirements Total Amt of Previous Amendments: \$0 Amount of Amendment: \$ Requirements Total Amount of Agreement: \$Requirements	Remittance Address (if different) _____ <table> <tr> <th>Payment Schedule</th> <th>Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> </table> <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u> Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Payment Schedule	Terms								
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt								
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30								
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other								

REQUIRED SIGNATURES:

Department Manager: *Lorenzo P. ...* Date: 6/16/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
 County Counsel: *Katie ...* Date: 6/17/97

County Chair/Sheriff: *...* Date: 6/26/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 00285				VENDOR NAME Portland Public Schools				TOTAL AMOUNT: \$Requirements			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

COMMUNITY AND FAMILY SERVICES DEPARTMENT

CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : PORTLAND PUBLIC SCHOOLS-CLASS AIDES-CAP/CAP+

Vendor Code : 00285

Page 1 of 1

6/4/97

Fiscal Year : 97/98

Amendment Number : 1

Contract Number : 103557

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
52	395	010	1663	C11X	6060	9601X	CMH XIX Capitation CC/CCPlus Childrens Mental Health		Requirements	Requirement	\$50,000.00
51	395	010	1663	C11X	6060	9699L	CC/CCPlus CC/CCPlus Childrens Mental Health		Requirements	Requirement	\$50,000.00
TOTAL								\$0.00	\$0.00	\$0.00	\$100,000.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #103557, AMENDMENT #1

DURATION OF AMENDMENT:	FROM: July 1, 1997	TO: December 31, 1997
CONTRACTOR NAME:	Portland Public Schools	TELEPHONE: (503) 916-5840
CONTRACTOR ADDRESS:	531 S. E. 14th St. Portland, OR 97204	IRS NUMBER: 93-6000830

This amendment is to that certain Intergovernmental Agreement dated July 1, 1996, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Portland Public Schools, referred to as the "CONTRACTOR" It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES

The following sentence replaces the first sentence of Part A, Section 4. Risk Sharing, subsection d. Provider Withhold: "The COUNTY may withhold from payment up to ten percent (10%) of the approved amount for CONTRACTOR's covered claims expenses."

Effective Date: This Amendment will be in effect as of: July 1, 1997

Term: The initial term of this Agreement shall be extended to December 31, 1997 unless terminated earlier in accordance with the provisions of the conditions in Part B of the original contract.

Termination: Either party to this Agreement may terminate this Agreement without cause by giving the other party written notice of termination at least 30 days prior to the effective termination date. Termination by either party for cause shall be in accordance with the applicable provisions of Part B of the original contract.

PART II: AMENDMENT NARRATIVE

This contract is being amended pending the results of the State's RFP for adult and children's mental health outpatient services which may result in the County being designated a local Mental Health Organization (MHO). The extension of services is necessary to avoid a discontinuation of services while the County awaits the results of the STATE RFP and prepares a new procurement for those services. This amendment permits the COUNTY to determine whether a withhold will be assessed and the amount to be withheld will not exceed ten percent of the approved amount for CONTRACTOR's covered claims expenses.

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

MULTNOMAH COUNTY

BY Lolingo Poe 6/16/97
Director, Dept of Community & Date
Family Services

BY Beverly Stein 6/26/97
Beverly Stein Date
Multnomah County Chair

REVIEWED:

BY Sandra Duffy 6/17/97
SANDRA DUFFY, Acting County Date
Counsel For Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-11 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

PORTLAND PUBLIC SCHOOL DISTRICT

BY _____
Agency Authorized Signer Date

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : PORTLAND PUBLIC SCHOOLS-CLASS AIDES- CAP/CAP+	Vendor Code: 00285
Contractor Address : 531 SE 14TH PORTLAND OR 97214	
Telephone : (503)916-5840	Fiscal Year : 97/98
Federal ID # : 93-6000830	

Program Office Name : DBH Childrens Mental Health Contracts

Service Element Name : CC/CCPlus Childrens Mental Health (C11X); cc/cc+ classroom aides

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	7/1/97	12/31/97	Per Invoice	Fee for Service	Reqt's	15 minutes	6.63	Reqt's
1	7/1/97	12/31/97	Per Invoice	Fee for Service	Reqt's	15 minutes	6.63	Reqt's
Total					Reqt's			Reqt's

MEETING DATE: JUN 26 1997

AGENDA NO: C-12

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to Intergovernmental Agreement with Oregon Health Science University Hospital to fund in-patient psychiatric services for young adult CAPCare enrollees under the age of 21.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: 5 minutes

REGULAR MEETING

Date Requested: Next available

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Behavioral Health

CONTACT: Lorenzo Poe/Bill Thomas

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bill Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment with OHSU University Hospital psychiatric in-patient services for young adults enrolled in CAPCare.

6/30/97 ORIGINALS to Lou Olson

SIGNATURES REQUIRED:

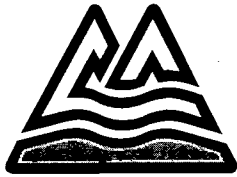
ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
97 JUN 17 PM 5:46
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mds*
Department of Community and Family Services

DATE: May 23, 1997

SUBJECT: Intergovernmental Agreement Amendment with Oregon Health Sciences University Hospital

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement Amendment with Oregon Health Sciences University Hospital for the period July 1, 1997 through December 31, 1997.

II. Background/Analysis: The Department of Community and Family Services is contracting with Oregon Health Sciences University Hospital to purchase in-patient mental health services for children and young adults served by Multnomah County's Managed Mental Health Care Organization, CAPCare. The Children's Mental Health Capitation Project is being extended until the RFP with the State Mental Health Division is finalized in August, 1997. County staff pre-authorize services.

III. Financial Impact: Funds for these services are in the Department budget.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's benchmarks concerning access to mental health services.

VII. Citizen Participation: Children's mental health programs are advised by CAMPAC which is comprised of representatives from the School District, provider agencies, consumers, and other involved governmental agencies.

VIII. Other Government Participation: The CAPCare Mental Health Organization involves funding and service coordination among multiple governmental and public organizations, including the County, State and school districts.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # **103787**

Prior Approved Contract ___ Boilerplate Attached; **XXX** Not Attached

Amendment # **1**

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$50,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # C-12 DATE 6/26/97</p> <p align="center">DEB BOGSTAD</p> <p align="center">BOARD CLERK</p>
--	---	--

Department: Community & Family Services Division: _____ Date: June 9, 1997

Administrative Contact: Irene Finley Phone: 248-3691 ext. 26296

Bldg/Room: 166/7

Description of Contract: **Intergovernmental Agreement Amendment for in-patient hospitalization for children and young adults under the age of 21, who are served by Multnomah CAPCare.**

RFP/BID # n/a (public agency contract) Date of RFP/BID: _____ Exemption Expiration Date _____

ORS/AR # _____ Contractor is ☐ JMBE ☐ JWBE ☐ QRF

<p>Contractor Name: Oregon Health Sciences University Hospital</p> <p>Mailing Address: 3181 SW Sam Jackson Park Road</p> <p align="center">Portland, OR 97201-3098</p> <p>Phone: (503) 494-4854 FAX (503) 494-7787</p> <p>Employer ID# or SS#: 93-1176109</p> <p>Effective Date: July 1, 1997</p> <p>Termination Date: December 31, 1997</p> <p>Original Contract Amount: \$ Requirements</p> <p>Total Amt of Previous Amendments: \$-0-</p> <p>Amount of Amendment: \$- Requirements</p> <p>Total Amount of Agreement: \$Requirements</p>	<p>Remittance Address (if different) _____</p> <p align="right">Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input checked="" type="checkbox"/> Due on Receipt:</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>per invoice</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poma* Date: 6/16/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Galt* Date: 6/17/97

County Chair/Sheriff: *Melvin Stein* Date: 6/26/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE CAP028				VENDOR NAME Oregon Health Science University Hospital				TOTAL AMOUNT: \$ Requirements			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC/DEC IND
	See	Attached									

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : OHSU-UNIVERSITY HOSPITAL

Page 1 of 1
6/4/97

Vendor Code : CAP028

Fiscal Year : 97/98

Amendment Number : 1

Contract Number : 103787

LINE	FUND	AGEN	ORG CODE	ACTIVI CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
54	395	010	1663	C11H	6060	9601X	CMH XIX Capitation CC/CCPlus Hospitalization		Requirements	Requirement	\$50,000.00
TOTAL								\$0.00	\$0.00	\$0.00	\$50,000.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #103787, AMENDMENT #1

DURATION OF AMENDMENT: FROM: July 1, 1997 TO: December 31, 1997
CONTRACTOR NAME: Oregon Health Sciences University Hospital TELEPHONE: (503) 494-4854
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road IRS NUMBER: 93-1176109
Portland, OR 97201-3098

This amendment is to that certain intergovernmental agreement for children's inpatient mental health hospital care, dated July 1, 1996, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Oregon Health Sciences University Hospital, referred to as the "HOSPITAL." It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES

Effective Date: This Amendment will be in effect as of: July 1, 1997

Term: The initial term of this Agreement shall be extended to December 31, 1997 unless terminated earlier in accordance with the provisions of the conditions in Part B of the original contract.

Termination: Either party to this Agreement may terminate this Agreement without cause by giving the other party written notice of termination at least 30 days prior to the effective termination date. Termination by either party for cause shall be in accordance with the applicable provisions of Part B of the original contract.

PART II: AMENDMENT NARRATIVE

This contract is being amended pending the results of the State's RFP for adult and children's mental health outpatient services which may result in the County being designated a local Mental Health Organization (MHO). The extension of services is necessary to avoid a discontinuation of services while the County awaits the results of the STATE RFP and prepares a new procurement for those services.

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

MULTNOMAH COUNTY

OREGON HEALTH SCIENCES UNIVERSITY
HOSPITAL

BY Lolando Paez 6/16/97
Director, Dept of Community & Date
Family Services

BY _____
Agency Authorized Signer Date

BY Beverly Stein 6/26/97
Beverly Stein Date
Multnomah County Chair

REVIEWED:
BY Katie Duffy 6/17/97
SANDRA DUFFY, Acting County Date
Counsel For Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : OHSU-UNIVERSITY HOSPITAL Contractor Address : 3181 SW SAM JACKSON PARK ROAD PORTLAND OR 97201-3098 Telephone : 494-4854	Vendor Code: CAP028 Fiscal Year : 97/98 Federal ID # : 93-1176109
---	---

Program Office Name : DBH Childrens Mental Health Contracts

Service Element Name : CC/CCPlus Hospitalization (C11H); in-patient 18-21 CAP only

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	7/1/97	12/31/97	Per Invoice	Fee for Service	Reqt's	see rate schedl		Reqt's
Total					Reqt's			Reqt's

MEETING DATE: JUN 26 1997

AGENDA NO: C-13

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Childrens Mental Health Capitation Revenue Agreement

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: June 13, 1997

Amount of Time Needed: 5 minutes

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Bill Thomas

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Bill Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Ammendment 2 to Intergovernmental Revenue Agreement 104586 from Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children

6/30/97 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

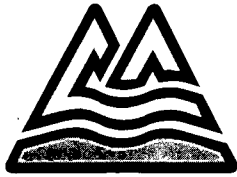
OR

DEPARTMENT MANAGER: *HLM* *LP*

BOARD OF
COUNTY COMMISSIONERS
97 JUN 16 PM 4:14
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

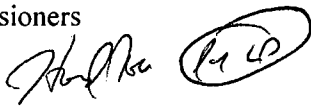


MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director 
Department of Community and Family Services

DATE: June 13, 1997

SUBJECT: Amendment to Revenue Agreement for Children's Mental Health Capitation Services

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the amendment to the revenue agreement from the Oregon Mental Health and Developmental Disability Services Division, for the period July 1, 1997 through September 30, 1997.

II. Background/Analysis: The Department of Community and Family Services has received an amendment to the previously executed intergovernmental revenue agreement funding children's mental health services on a capitation basis. This agreement transfers Medicaid funding to the County and provides for joint risk sharing. The amendment adjusts capitation rates, includes psychiatrist fees in inpatient settings in the capitated rates, and extends the end date of the agreement.

III. Financial Impact: The revenue agreement is a requirements contract. Dollars will come to the County on a capitated rate basis per eligible child enrolled in the services. Rates vary according to the type of person to be served.

This amendment changes capitation rates and fee-for-service billing procedures and does not necessitate a budget modification.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: This agreement and the amendment addresses the County benchmark to increase access to mental health services.

VII. Citizen Participation: N/A

VIII. Other Government Participation: This agreement reflects a mutual sharing of risk by the County and State.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104586

Prior-Approved Contract Boilerplate: Attached; XXX Not Attached

Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-13</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>

Department: Community & Family Services

Division: Contract and Evaluation

Date: June 13, 1997

Administrative Contact: Barbara Timper

Phone: 248-3691 ext 28136

Bldg/Room 166/7th

Description of Contract:

Amendment 2 to Childrens Mental Health Capitation Agreement

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ JRF

<p>Contractor Name : Oregon Mental Health & Developmental Disability Services Division</p> <p>Mailing Address: 2575 Bittern St, N.E. Salem, OR 97310-0520</p> <p>Phone: (503)</p> <p>Employer ID# or SS#: 93-0576060</p> <p>Effective Date: July 1, 1997</p> <p>Termination Date: September 30, 1997</p> <p>Original Contract Amount: \$ Requirements</p> <p>Total Amt of Previous Amendments: \$ Requirements</p> <p>Amount of Amendment: \$ Requirements</p> <p>Total Amount of Agreement: \$ Requirements</p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: June 13, 1997

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: [Signature] Date: 6/16/97

County Chair/Sheriff: [Signature] Date: June 26, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
	395	010	1663			2603			Title XIX	Req'ts	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

**Amendment To
MHO Agreement
MHDDSD Contract #26101**

1. This is Amendment No. 2 to original Agreement number 26101 between Mental Health and Developmental Disability Services Division and Multnomah County. It shall become effective on June 30, 1997 or the date at which every party has signed this amendment, whichever date is earlier. In order to be effective, the amendment must be signed by all parties prior to the current agreement termination date of June 30, 1997. Amended text shall be shown with new information added being underlined and old information being deleted shown in bold print and brackets. Text replaced in its entirety shall reflect new replacement text only.

2. Part II, Term and Approval, shall be amended as follows:

This Agreement shall become effective on April 1, 1996 or on the date at which both parties have signed and the Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through ~~[June 30, 1997]~~ September 30, 1997. No work may be performed under this Agreement prior to its effective date.

This Agreement may be renewed or extended if County has satisfactorily complied with the Agreement provisions during the preceding period. In the case of renewal of this Agreement, Division shall give County not less than 60 days' notice or other mutually agreed upon notice of the desire to renew prior to the renewal date. In order for renewal or extension to be effective, the renewal Agreement or extension must be approved in writing for legal sufficiency by the Oregon Department of Justice and be signed by the parties prior to the expiration of this Agreement or any extension thereof.

3. Part III, Interpretation/Administration of Agreement, Section B, Subsection 1 shall be amended as follows:

1. During the period commencing on the effective date of this Agreement and ending on June 30, 1997, the [The] 1915(b) waiver submitted to the Health Care Financing Administration (HCFA) for operation of the Multnomah MHO including attachments, exhibits and terms or conditions expressed in the award letter, and commencing July 1, 1997, shall comply with provisions of the 1115 Waiver, Oregon Health Plan Mental Health Services Agreement.

4. Part IV, Statement of Work, Section A, Benefit Package, Subsection 1, Capitated Services, shall be amended as follows:

- a. Effective through June 30, 1997, county [County] shall provide medically

necessary and appropriate mental health services covered under the capitation payment for Medicaid eligible children and adolescents under the age of 21 who live in Multnomah County. Mental health services covered under the capitation payment shall include: evaluation, consultation, medication management, individual, family and group therapy, intensive daily structure and support, 24-hour urgent and emergency response, acute inpatient psychiatric care, and case management. County may use flexible service approaches, nontraditional treatment strategies and intervention strategies to achieve positive outcomes, quality care and service, and cost effectiveness in service delivery and shall document such approaches and strategies in the MHO enrollee's clinical record. As of the effective date of Amendment 1, County shall also cover professional fees of psychiatrists providing services to MHO enrollees in an acute inpatient hospital care setting[.];

b. and effective July 1, 1997:

- 1) Contractor shall provide medically appropriate mental health services covered under the capitation payment for OMAP Members under 21 years of age who are found to have, or suspected of having, a mental health condition specified in the most recent prioritized list of integrated health services developed under ORS 414.720(3) and adopted in OAR 410-141-0520, Prioritized List of Health Services.
- 2) Mental health services which Contractor must provide, when medically appropriate, to all OMAP Members under 21 years of age who live in Multnomah County include, but are not limited to, assessment/evaluation; consultation; clinical services coordination; case management; medication management; individual, family and group therapy; multi-family treatment group; individual and group skills development; intensive treatment, structure and support; 24-hour urgent and emergency response; and acute inpatient psychiatric care.

c. JOBS Clients under 21 years of age will receive individual services as part of the capitated benefit package effective October 1, 1996 through September 30, 1997. Separate fee-for-service billings will not be paid for services to these people after September 30, 1996.

5. Part IV, Statement of Work, Section B, Coverage of Capitated Services, shall be amended as follows:

3. The capitation payment covers all services defined in the "Oregon Health Plan Service Categories for Per Capita Costs, October 1995 through September 1997", dated July 1, 1995, which is attached hereto and by this reference incorporated herein as ATTACHMENT A. The capitation payment also covers professional fees of psychiatrists providing services to OMAP Members under the age of 21 in

an acute inpatient hospital care setting. Contractor shall cover such services in accordance with OAR 410-141-0480, Oregon Health Plan Benefit Package of Covered Services for all mental health conditions appearing on the prioritized list of integrated health services adopted in OAR 410-141-0520.

4. Both parties agree that there will be issues regarding continuity of care when the Oregon Health Plan is fully implemented in October 1997. Division intends to include language in Oregon Health Plan contracts that requires contractors to provide assurance that identified service needs of OMAP members will be met during transfer from one practitioner to another regardless of whether the providers are part of the contractor's provider panel.
6. Part IV, Statement of Work, Section D, Service Capacity and Access to Services, shall be amended as follows:
 1. Consistent with state law, covered condition/treatment pairs may be expanded, limited or otherwise changed by the Health Services Commission, or by the Legislative Assembly. Any such changes shall be reflected, at the discretion of Division, either in a duly promulgated Oregon Administrative Rule (OAR), or by an amendment to this Agreement. However, if such an expansion or limitation is made effective by the Health Services Commission or the Legislative Assembly prior to the date of such OAR promulgation or amendment, Contractor shall ~~set~~ ^{provide} forth services consistent with the expansion or limitation from the date of its effectiveness. The list of prioritized condition/treatment pairs is adopted in OAR 410-141-0520, Prioritized List of Health Services.
 - [1.] 2. County shall incorporate flexible, individualized, culturally relevant, and family-focused service approaches.
 - [2.] 3. County shall maintain a provider panel sufficient to assure adequate service capacity to provide availability of, and timely access to, medically necessary and appropriate covered mental health services for MHO enrollees consistent with the terms and conditions of this Agreement and to meet the standards included in EXHIBIT G, System of Care Standards, which is attached hereto and by this reference incorporated herein.
 - [3.] 4. County shall assure that services are available that are appropriate for various diagnostic groups, including MHO enrollees with mental illness and dual or multiple diagnoses such as chemical dependency, mental retardation or developmental disability.
 - [4.] 5. County shall assure that capitated services and case managed services are

accessible to MHO enrollees and shall not discriminate between MHO enrollees and non-MHO enrollees consistent with OAR 410-141-220, Oregon Health Plan Prepaid Health Plan Accessibility.

7. Part VI, Payment Procedures, Section A, Compensation, shall be amended as follows:

[Division through OMAP shall pay County a monthly capitation payment for each MHO enrollee, beginning with the date of enrollment and ending with the date of disenrollment. Division shall only pay County a monthly capitation payment for individuals who are enrolled with County during the month as enrollment is reflected in OMAP's records. The date of enrollment will occur on the first day of a month and the date of disenrollment will occur on the last day of a month to eliminate the need for a prorated capitation payment, wherever possible.]

In consideration of all work to be performed by Contractor under this Agreement, Division through OMAP shall pay Contractor a monthly capitation payment for each OMAP Member, beginning with the date of enrollment and ending with the date of disenrollment. Division shall only pay Contractor a monthly capitation payment for individuals who are enrolled with Contractor during the month as enrollment is reflected in OMAP's records. The date of enrollment will occur on the first day of a month and the date of disenrollment will occur on the last day of a month to eliminate the need for a prorated capitation payment, wherever possible. Mid-month enrollment and disenrollment are described in Part IV, Section H, Enrollment and Disenrollment, of this Agreement. In the case of a mid-month enrollment or disenrollment, the capitation payment shall be prorated based on the number of full weeks the OMAP member is actually enrolled.

From the date the first capitation payment is made under this Agreement through the effective date of Amendment 1, Division through OMAP shall pay County the following capitation payment:

1. \$9.04 for Oregon Health Plan Eligibles
2. \$3.94 for Poverty Level Medical Adults
3. \$3.37 for Poverty Level Medical Children
4. \$99.44 for General Assistance Recipients
5. \$70.39 for Aid to the Blind/Disabled with Medicare
6. \$92.34 for Aid to the Blind/Disabled without Medicare

7. \$148.87 for Children of Office of Services to Children and Families

These figures include a 6% administrative payment.

Beginning May 1, 1996 through September 30, 1996, Division through OMAP shall pay County the following capitation payment:

1. \$9.13 for Oregon Health Plan Eligibles
2. \$4.01 for Poverty Level Medical Adults
3. \$3.37 for Poverty Level Medical Children
4. \$99.90 for General Assistance Recipients
5. \$70.60 for Aid to the Blind/Disabled with Medicare
6. \$93.73 for Aid to the Blind/Disabled without Medicare
7. \$149.22 for Children of Office of Services to Children and Families

These figures include a 6% administrative payment. As of the effective date of Amendment 1, services of psychiatrists rendered to MHO enrollees in an acute inpatient hospital care setting shall be considered capitated services.

Beginning October 1, 1996 through June 30, 1997 Division through OMAP shall pay County the following capitation payment:

1. \$9.59 for Oregon Health Plan Eligibles
2. \$4.23 for Poverty Level Medical Adults
3. \$3.56 for Poverty Level Medical Children
4. \$105.50 for General Assistance Recipients
5. \$74.55 for Aid to the Blind/Disabled with Medicare
6. \$98.98 for Aid to the Blind/Disabled without Medicare
7. \$157.57 for Children of Office of Services to Children and Families

For each month during the period July 1, 1997 through September 30, 1997, Division through OMAP shall pay Contractor the following capitation payment for each OMAP

Member falling within the designated rate category:

1. \$9.02 for Oregon Health Plan Eligibles
2. \$4.40 for Poverty Level Medical Adults
3. \$3.72 for Poverty Level Medical Children
4. \$129.26 for General Assistance Recipients
5. \$97.20 for Aid to the Blind/Disabled with Medicare
6. \$122.27 for Aid to the Blind/Disabled without Medicare
7. \$165.12 for Children of Office of Services to Children and Families

The above capitation payments are calculated according to Exhibit J, Calculation of 1996-97 Capitation Payments, which is attached hereto and by this reference incorporated herein. These figures include a 6% administrative payment.

In addition to capitation payments made to County by Division through OMAP, Division shall make monthly payments of \$23,342 to County for each month of operation during the period of the effective date of this Agreement through June 30, 1996.

B. Payment in Full

The consideration listed above is the total consideration payable to Contractor for all work under this Agreement

[B] C. Timing of Payments

[C] D. Settlement of Accounts

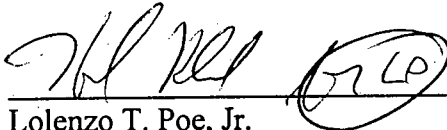
8. It is understood and agreed that all other terms and conditions of the original Agreement and Amendment #1 are still in effect.
9. By execution of this Amendment, I, an authorized official of Contractor, certify, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge:
 - (a) Contractor is not in violation of any of the tax laws described in ORS 305.380(4);
 - (b) The tax identification number recorded with the original Agreement is the correct Contractor taxpayer identification number; and

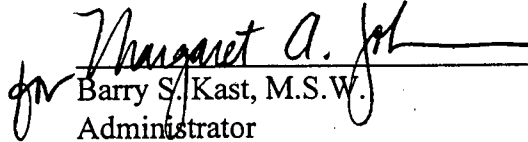
- (c) Contractor is not subject to backup withholding because: (1) Contractor is exempt from backup withholding; (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of failure to report all interest or dividends; or (3) the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

10. Signatures

CONTRACTOR
Multnomah County

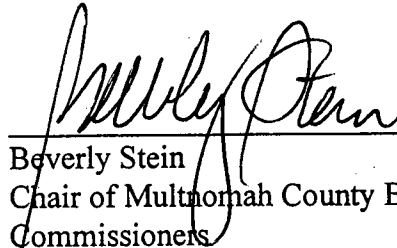
STATE OF OREGON
Mental Health and Developmental
Disability Services Division
2575 Bittern Street N.E.
Salem, OR 97310-0520


Lorenzo T. Poe, Jr.
Director of Dept. of Community and
Family Services


for Margaret A. Johnston
Barry S. Kast, M.S.W.
Administrator

Date: June 13, 1997

Date: _____


Beverly Stein
Chair of Multnomah County Board of
Commissioners

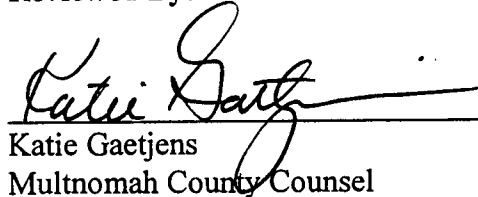

Karen A. Olson
Division Contract Officer

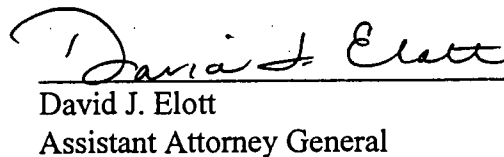
Date: June 26, 1997

Date: 6/12/97

Reviewed By:

Approved as to Legal Sufficiency:


Katie Gaetjens
Multnomah County Counsel


David J. Elott
Assistant Attorney General

Date: 6/16/97

Date: 6-12-97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-13 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

F:\OMHS\USERS\EVERYONE\WAN\CAPCARE\MULTAM2.WPD

MEETING DATE: JUN 26 1997
AGENDA #: C-14
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: DEPARTMENT OF COMMUNITY JUSTICE

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: 3 Minutes

DEPARTMENT: Community Justice

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

BLDG/ROOM#: 311/DJJS

PERSON(S) MAKING PRESENTATION: Rich Scott / Meganne Steele

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Revenue Agreement Amendment #1 between Multnomah County Department of Community Justice and Oregon Youth Authority for food services for OYA youth and staff utilizing a detention pod.

6/30/97 ORIGINALS to
ALANDRIA TAYLOR

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)

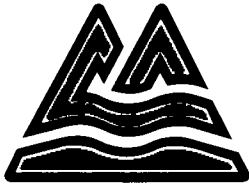
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:04
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: June 16, 1997

SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL REVENUE
AGREEMENT AMENDMENT #1 BETWEEN MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY JUSTICE AND OREGON YOUTH AUTHORITY

- I. RECOMMENDATION/ACTION REQUESTED: The Department of Community Justice recommends the Board's approval of an Intergovernmental Revenue Agreement Amendment #1 with the State of Oregon, Oregon Youth Authority for food services for OYA youth and staff utilizing a detention pod.
- II. BACKGROUND/ANALYSIS: Multnomah County operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a secure custody facility. The Oregon Youth Authority has entered into an Intergovernmental Revenue Agreement with Multnomah County for rental of a 32 bed detention pod for 14 years, 11 months. This Amendment provides the mechanism to bill OYA for food services provided to youth and staff in that detention pod.
- III. FINANCIAL IMPACT: This Intergovernmental Revenue Agreement Amendment #1 will result in Federal/State fund revenue and expense increases for Juvenile Justice Services in the amount of \$112,071 in 1996-97. The Amend #1 allows cost of living adjustments annually thereafter through the term of the Intergovernmental Agreement period.

INTERGOVERNMENTAL REVENUE AGREEMENT
AMENDMENT #1

Page 2

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICIES: This Intergovernmental Revenue Agreement Amendment #1 supports the Department of Community Justice philosophy of offering regional detention services.

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700247

Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached

Amendment # 1

<p style="text-align: center;">CLASS I</p> <p><input checked="" type="checkbox"/> Professional Services under \$50,000</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement under \$50,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-14</u> DATE <u>6/26/97</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
---	--	---

Department: Community Justice

Date: June 20, 1997

Contract Originator: Elyse Clawson

Phone: 248-3460

Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor

Phone: 248-3968

Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Agreement Amendment #1 between Multnomah County Department of Community Justice and Oregon Youth Authority supports food services for OYA youth and staff utilizing a detention pod.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Oregon Youth Authority</u></p> <p>Mailing Address: <u>530 Center Street, NE, Suite 200</u> <u>Salem, Oregon 97301-3740</u></p> <p>Phone: <u>(503) 373-7205</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>June 30, 2011</u></p> <p>Original Contract Amount: \$ <u>350,400</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ <u>112,071</u></p> <p>Total Amount of Agreement: \$ <u>462,471</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: _____

Date: 6-20-97

Purchasing Manager: _____

Date: _____

(Class II Contracts Only)

County Counsel: Katie Gail

Date: 6/23/97

County Chair/Sheriff: Kathy King

Date: June 26, 1997

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	<u>1574</u>	<u>022</u>	<u>2720</u>			<u>2341</u>		<u>C6FD</u>		<u>462,471</u>	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance



**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

Contract Log #:

Y5-1195

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "Amendment") is made by and between the STATE OF OREGON, acting by and through its Oregon Youth Authority ("Department"), and Multnomah County ("County") a home rule subdivision of the State of Oregon. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. The original contract by and between Department and County, dated July 1996 contract number Y5-0831, entitled "Multnomah County Juvenile Detention Sublease", is hereby amended as follows:

A. Amend Article IV, Section 4.2, entitled Additional Rent, in its entirety to read as follows:

4.2 Additional Rent For the period beginning August 1, 1996, or on the date the Oregon Youth Authority places youth in the facility, through June 30, 1997, the Oregon Youth Authority shall also pay to the County as Additional Rent, costs chargeable to the Youth Authority for food and laundry services determined pursuant to Section 4.4 below. For the period beginning July 1, 1997 and continuing thereafter through the remainder of the Term, the Youth Authority shall also pay the County as Additional Rent the sum of (a) the Youth Authority's Operation and Maintenance Obligations, determined pursuant to Section 4.3 below, plus (b) costs chargeable to the Youth Authority for food and laundry services, determined pursuant to Section 4.4 below, and (c) Indirect Costs chargeable to the Youth Authority, determined pursuant to Section 4.5 below. 30 days following the execution of this amendment, Additional Rent not paid within thirty(30) days of the due date shall bear interest at the rate of interest earned by the County's Local Government Investment Pool Account #4017 from the due date until paid.

B. Amend Article IV, Section 4.4, subsection 4.4.1, in its entirety, to read as follows:

4.4.1 The County shall notify the Oregon Youth Authority in writing of the estimated annual amount of Additional Rent to be paid by the Oregon Youth Authority for the food and laundry services for the fiscal year beginning July 1, 1996. Prior to August 1, 1996, the County shall notify the Youth Authority in writing of the estimated annual amount of Additional Rent to be paid by the Oregon Youth Authority for the food and laundry services for the fiscal year beginning 1997. (the "Food and Laundry Estimate"). The Food and Laundry Estimate shall be increased annually thereafter by the COLA Adjustment, shall be re-set for the fiscal years beginning in 2003 and in 2009, and the Food and Laundry Estimate shall be increased by the Cola Adjustment each year between 2003 and 2009 and after the fiscal year beginning in 2009, until expiration of this Sublease. Within 45 days following the end of each fiscal year beginning with the fiscal year ending June 30, 1998 the County shall furnish the Oregon Youth Authority with a statement showing in reasonable detail the actual costs for food and laundry services during the preceding year, together with a computation of the charge or credit to the Youth Authority for any difference between actual Additional Rent under this Section 4.4 and the estimated Additional Rent paid under Section 4.4 for such period. If the Oregon Youth Authority has paid estimated costs in excess of costs due, the excess payment shall be credited against the next Additional Rent falling due under Section 4.4. For the current fiscal year the Oregon Youth Authority shall reimburse the County for Food and Laundry services upon receipt and approval of an invoice from the County.

II. Except as expressly amended by this Amendment, all terms and conditions of the Contract remain unamended and in full force and effect.

III. By signature below, County certifies that the representations, warranties, and certifications in the Contract are true and effective as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IV. This Amendment is effective date on which this Amendment is fully executed by the parties and fully approved as required by applicable statutes and rules.

COUNTY: [Signature]
By _____
Title Multnomah County Chair
Date June 26, 1997

Approved by STATE OF OREGON, acting by and through
its Department of Administrative Services

By N/A
Title Personal Services Contracts Section
Date N/A

DEPARTMENT: STATE OF OREGON, acting by and
through its Oregon Youth Authority

By _____
Title _____
Date _____

Approved by Assistant Attorney General

By N/A
Date N/A

REVIEWED

By [Signature]
MULTNOMAH COUNTY COUNSEL

Reviewed by OYA Contracts Officer:

By [Signature]
Date 6/26/97

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-14 DATE 6/26/97
DEB BOGSTAD

BOARD CLERK

BUDGET MODIFICATION NO. DJJS8

[For Clerk's Use] Meeting Date _____

JUN 26 1997

Agenda # _____

C-15**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____****DEPARTMENT:** Juvenile Justice Services
CONTACT: Meganne Steele**DIVISION:** Custody Services
Telephone: 248-3961***NAME[S] OF PERSON MAKING PRESENTATION TO BOARD:** Rich Scott**SUGGESTED AGENDA TITLE** [To assist in preparing a description for the printed agenda]

The Department of Juvenile and Adult Community Justice Budget Modification DJJS 8 adds \$112,071 State Revenue To Cover The Cost Of Food For Detainees In Pod E For The Period Of October 1, 1996 Through June 30, 1997.

2. DESCRIPTION OF MODIFICATION [Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is increased or reduced? Attach additional information if you need more space].

This budget modification adds a total \$112,071 revenue to Fund 156, consisting of \$106,017 in Food expense and \$6,054 Indirect Cost coverage.

3. REVENUE IMPACT [Explain revenues being changed and the reason for the change]

- Increases Fund 156 Rev. Code 2341 by \$112,071.
- Increases Contingency by \$6,054 Indirect Cost support.

4. CONTINGENCY STATUS [to be completed by Finance/Budget]

Contingency before this modification [as of _____ S _____]
[Specify Fund] [Date]

After this modification S _____

<u>Paul H. Eshmy</u>	<u>6/16/97</u>	<u>M Steele</u>	<u>6/16/97</u>
[Originated By]	[Date]	[Department Manager]	[Date]
<u>Karyne Dargatz</u>	<u>6/17/97</u>		
[Finance/Budget]	[Date]	[Employee Relations]	[Date]
<u>Norborah C. Gristo</u>	<u>6/26/97</u>		
[Board Approval]	[Date]		

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 18 PM 12:19

EXPENDITURE / REVENUE DETAIL FOR BUD MOD #: DJJS 8

DOCUMENT NUMBER: **ACTION:**

[illegible]

				REPT	REV	CURR	REV			
FUND	AGCY	ORG	ACT	CATEG	SO.	AMT	AMT	CHANGE	TOTAL	DESCRIPTION
156	12	2721			2341			112,071		St of OR JJD Bed
									112,071	TOTAL ORG 2700
100	75	7410			6602			6,054		Indirect
									6,054	TOTAL INTERNAL
									118,125	TOTAL REVENUE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: June 16, 1997

SUBJECT: REQUEST FOR BUDGET MODIFICATION APPROVAL

- I. RECOMMENDATION/ACTION REQUESTED: The Department of Community Justice recommends the Board's approval of an Intergovernmental Revenue Agreement Amendment #1 with the State of Oregon, Oregon Youth Authority for food services for OYA youth and staff utilizing a detention pod.
- II. BACKGROUND/ANALYSIS: Multnomah County operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a secure custody facility. The Oregon Youth Authority has entered into an Intergovernmental Revenue Agreement with Multnomah County for rental of a 32 bed detention pod for 14 years, 11 months. This Amendment provides the mechanism to bill OYA for food services provided to youth and staff in that detention pod.
- III. FINANCIAL IMPACT: This Intergovernmental Revenue Agreement Amendment #1 will result in Federal/State fund revenue and expense increases for Juvenile Justice Services in the amount of \$112,071 in 1996-97. The Amend #1 allows cost of living adjustments annually thereafter through the term of the Intergovernmental Agreement period.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICIES: This Intergovernmental Revenue Agreement Amendment #1 supports the Department of Community Justice philosophy of offering regional detention services.

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

MEETING DATE: JUN 26 1997
AGENDA #: C-14
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: INTERGOVERNMENTAL AGREEMENT AMENDMENT #1 BETWEEN DEPARTMENT OF COMMUNITY JUSTICE AND OREGON STATE HEALTH DIVISION

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____
REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: 3 Minutes

DEPARTMENT: Community Justice

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

BLDG/ROOM#: 311/DJJS

PERSON(S) MAKING PRESENTATION: Bill Morris

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Ratification of an Intergovernmental Agreement Amendment #1 between DCJ and Oregon State Health Division to extend the contract termination date from June 30, 1997 to September 30, 1997. Contract provides evaluation activities for the Truancy Diversion Project.

6/30/97 originals to Alandria Taylor

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 or 248-5222

12/95

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:04
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: June 10, 1997

SUBJECT: Approval of an Intergovernmental Amendment #1 between the
Oregon State Health Division and Department of Community Justice

- I. RECOMMENDATION/ACTION REQUESTED: The Department recommends the Board's approval of an Intergovernmental Amendment #1 between Oregon State Health Division to extend the contract term from June 30, 1997 to September 30, 1997. The agreement provides study design, implementation and evaluation activities for the Truancy Diversion Project involving 4 to 6 grade and beginning high school students in North/Northeast Portland.
- II. BACKGROUND/ANALYSIS: A recent Rand Corporation longitudinal study suggested keeping kids in school was the best way to avoid juvenile delinquency. In keeping with that study and recent Oregon law seeking to hold parents responsible for the behavior of their children, Portland Public Schools, the Multnomah County Department of Community Justice, and a host of other community agencies have joined together in a collaborative effort to stop truancy among fourth, fifth and sixth graders and ninth graders in Portland Public Schools.

These efforts and thoughts were formed into a grant proposal to the Department of education and resulted in an award to use a multi-modal response to truant youth in grade school and a mentorship program for youth with truancy history entering the ninth grade. Oregon State Health Division was specifically named in the grant award.

III. FINANCIAL IMPACT:

Department of Juvenile Justice Services will pay to Oregon State Health Division \$51,444 for these service. These services have been made available to the State of Oregon through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

N/A

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700547

Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached

Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	CLASS II <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-16 DATE 6/26/97 DEB BOGSTAD BOARD CLERK
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Department: Juvenile and Adult Community Justice

Date: May 20, 1997

Contract Originator: Bill Morris

Phone: 248-3460

Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor

Phone: 248-3968

Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Agreement Amendment #1 extends the termination date from June 30, 1997 to September 30, 1997 to allow contractor to continue the study design, implementation an evaluation activities for the Truancy Diversion Project involving 4 to 6 grade and beginning high school students in North/Northeast Portland.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Oregon State Health Division</u> Mailing Address: <u>800 NE Oregon Street #21</u> <u>Portland, Oregon 97323</u> Phone: <u>731-4440</u> Employer ID# or SS#: _____ Effective Date: <u>Upon Execution</u> Termination Date: <u>September 30, 1997</u> Original Contract Amount: <u>\$51,444</u> Total Amt of Previous Amendments: <u>\$0</u> Amount of Amendment: <u>\$0</u> Total Amount of Agreement: <u>\$ 51,444</u>	Remittance Address (if different) _____ Payment Schedule <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

REQUIRED SIGNATURES:

Department Manager: [Signature]

Date: 6/14/97

Purchasing Manager: _____

Date: 5/20/97

(Class II Contracts Only)

County Counsel: Katie Gault

Date: 6/17/97

County Chair/Sheriff: [Signature]

Date: June 26, 1997

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

6/16/97

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

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

MULTNOMAH COUNTY DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
CONTRACT #700547 AMENDMENT #1

TERM OF AGREEMENT: October 1, 1996

TO: June 30, 1997

CONTRACTOR NAME: Oregon State Health Division

TELEPHONE: 731-4440

CONTRACTOR ADDRESS: 800 NE Oregon #21 PTLD, OR 97232 IRS NO:

This Amendment is to that certain Agreement dated October 1, 1996, between the Multnomah County Department of Juvenile and Adult Community Justice, referred to as "COUNTY", and Oregon State Health Division referred to as "CONTRACTOR". It is understood by both parties that all conditions and agreements in the original Agreement not superseded by the language of this Amendment are still in force and apply to this Amendment.

CONTRACT TERMS: By amending and adding to the contract document Section 1 entitled Term: to add the following:

The term of this Agreement will be extended from June 30, 1997 to September 30, 1997, unless sooner terminated under the provisions hereof.

In witness whereof, the parties hereto have caused this Amendment to be executed by their duly appointed officers the date first written above.

By: _____
Contractor Name (print)

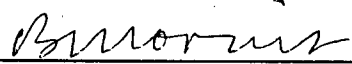
By: 
Elyse Clawson, Director
Juvenile and Adult Community Justice

Contractor Signature & Title

Date: _____

Date: 6-4-97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-16 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

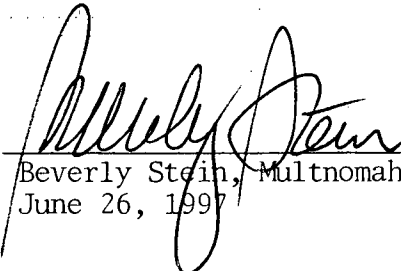
By: 
Bill Morris, Program Manager

REVIEWED:

Date: 5/20/97

SANDRA DUFFY, Acting County Counsel
for Multnomah County, Oregon

By: 
Katie Gaetjens
Assistant County Counsel

By: 
Beverly Stein, Multnomah County Chair
June 26, 1997

Date: 6/17/97

MEETING DATE: JUN 26 1997
AGENDA NO: C-17
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Supplement No. 10 to IGA 30128-87 for Street
Maintenance Services for the city of Wood Village

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

REGULAR MEETING: Date Requested: As soon as possible
Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: Environmental Services DIVISION: Transp & Land Use Planning

CONTACT: Don Newell TELEPHONE #: 248-3888
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of Supplement No. 10 to Intergovernmental Agreement No. 30128-87 for Multnomah County to provide street maintenance services for the city of Wood Village.

7/1/97 originals to Cathy Kramer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lauren Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277.

AGEN.FOR/DNCK2033.FOR

BOARD OF
COUNTY COMMISSIONERS
97 JUN 19 PM 12:11:18
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [X]

Contract # 30128-87

Prior-Approved Contract Boilerplate: X Attached: Not Attached

Amendment # 10

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u> C-17 </u> DATE <u> 6/26/97 </u> <u> DEB BOGSTAD </u> BOARD CLERK
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Department: Environmental Services Division: Transportation & Land Use Planning Date: 6/9/97
Contract Originator: Don Newell Phone: 83888 Bldg/Room: #425/Yeon
Administrative Contact: Cathey Kramer Phone: 248-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: **Supplemental Agreement (No. 10) with the city of Wood Village for Multnomah County to perform certain maintenance functions on city streets.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ JN/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u> City of Wood Village </u> Mailing Address: <u> 2055 NE 238th Drive </u> City/State/Zip: <u> Wood Village, Or 97060 </u> Point of Contact: <u> Jerry Anderson </u> Phone: <u> (503) 667-6211 </u> Employer ID# or SS#: _____ Effective Date: <u> July 1, 1997 </u> Termination Date: <u> June 30, 1998 </u> Original Contract Amount: _____ Total Amt of Previous Amendments: _____ Amount of Amendment: <u> \$40,452.00 </u> Total Amount of Agreement: _____	Remittance Address (if different) _____ _____ _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly <u> \$as work is performed </u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	---

REQUIRED SIGNATURES:

Department Manager: Lou E. Nicholas

Date: 6/16/97

Purchasing Manager: _____
(Class II Contracts Only)

Date: _____

County Counsel: Matthew O. Ryan

Date: 6/19/97

County Chair/Sheriff: Kelly Rain

Date: June 26, 1997

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

Date: _____

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC
01	150	030	6410			2776					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

CAF.DOC/dnrj1988-2_MAINT_CAF.DOC

SUPPLEMENT NO. 10

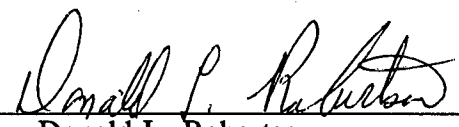
to

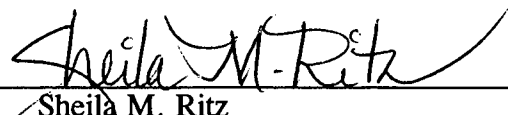
Agreement No. 3012887 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and city of Wood Village, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 1997.

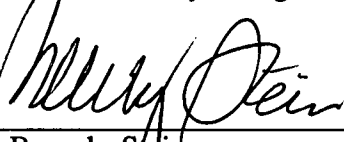
It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1998, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Wood Village

By 
Donald L. Robertson
Mayor, City of Wood Village

By 
Sheila M. Ritz
City Administrator

Multnomah County, Oregon


Beverly Stein,
Chair of the Board

REVIEWED:

SANDRA N. DUFFY, Acting County Counsel
for Multnomah County, Oregon

By 
Deputy County Counsel

DNRJ1988_AGR.DOC

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-17 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

ESTIMATED COSTS SUMMARY OF
MULTNOMAH COUNTY'S STREET MAINTENANCE ACTIVITIES
FOR THE
CITY OF WOOD VILLAGE
FISCAL YEAR 1997-98

Grand Totals of FY 97-8 Items: \$40,452

Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.

Contract Asphalt Paving

IRIS #	Street	Location	Current PCI	Area	AC Tons
620-100	NE Holladay Place	Holiday St - westerly	38	170' x 32'	44
602-710	NE Holladay Street	239th to Shamrock Dr	68	1225' x 32'	387
622-100	NE Holladay Court	Holiday St - southwesterly	55	202' x 32'	62
688-100	Shamrock Drive	Holiday St - 238th	65	826' x 32'	255
757-100	Shamrock Court	Shannon St. to 105' S	44	126' x 32'	38
773-300	NE 238th Ave	Holiday St. - Shamrock Dr.	68	278' x 32'	86
<i>unit totals</i>					872
<i>unit cost</i>					\$35

All overlays are 1.5" in depth.

All paving work is contracted to the private sector.

New 1" manhole raisers are needed!

Total Estimated Cost: \$30,520

031 Asphalt Paving Preparation

Same limits as "Contract Asphalt Paving"

Activity	Labor/ Material	Amount	Unit Cost	Sub-Total
Tarpot Patching	Crew Hours	12	\$225	\$2,700
	CRS2 AC/ Gal.	300	\$0.50	\$150
	1/4" - 10 Rock /Yd.	6	\$12	\$72
Sweeping/ Cleaning	Crew Hours	4	\$175	\$700
Brushing	Crew Hours	3	\$150	\$450

Total Estimated Cost: \$4,072

039 Street Sweeping

Routine sweeping of streets: 6 applications per year of 6 crew hours each

Crew Hours	36	unit cost	\$125
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Total Estimated Cost:	\$4,500
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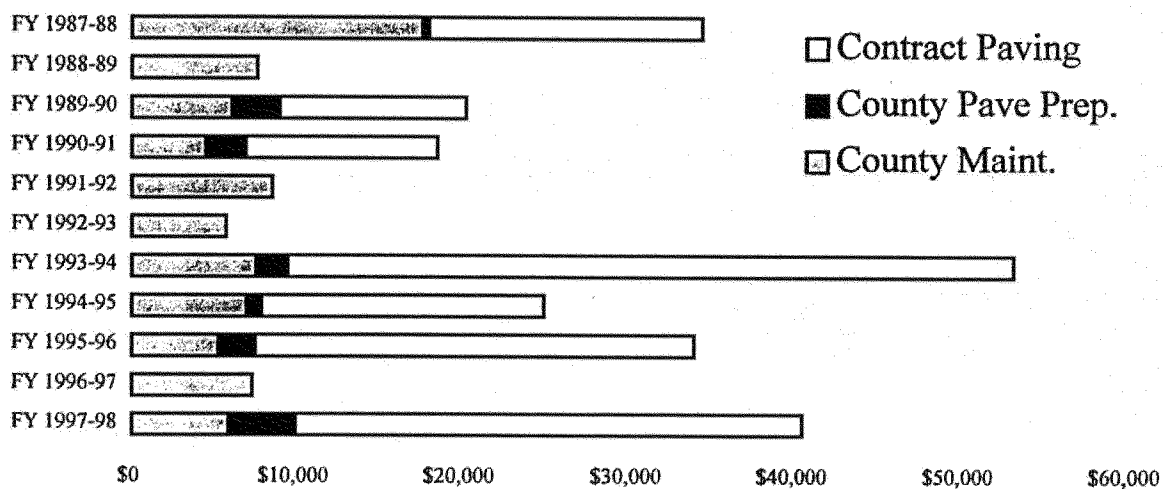
046 Crack Sealing

IRIS #	Street	Location	AC Cubes	Crew Hours
431	NE 235th Ave	North of Arata	8	4
			unit cost	\$15 \$310
			sub-totals	\$120 \$1,240

Total Estimated Cost:	\$1,360
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Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.
Cost to be billed at current employee, equipment, material, and overhead charges.

Previous Years Estimates

MEETING DATE: JUN 26 1997
AGENDA NO: C-18
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Supplement No. 10 to IGA 30129-87 for Street
Maintenance Services for the city of Troutdale

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

REGULAR MEETING: Date Requested: As soon as possible
 Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: Environmental Services DIVISION: Transp & Land Use Planning

CONTACT: Don Newell TELEPHONE #: 248-3888

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Supplement No. 10 to Intergovernmental Agreement No. 30129-87 for Multnomah County to provide street maintenance services for the city of Troutdale.

7/1/97 ORIGINALS TO CATHEY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Laurie L. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277.

CON-AGEN.FOR/DNCK2033.FOR

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
JUN 19 PM 12:17
1997

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [X]

Contract # 30129-87

Prior-Approved Contract Boilerplate: X Attached: Not Attached

Amendment # 10

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-18</u> DATE <u>6/26/97</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Environmental Services Division: Transportation & Land Use Planning Date: 6/9/97

Contract Originator: Don Newell Phone: x83888 Bldg/Room: #425/Yeon

Administrative Contact: Cathy Kramer Phone: 248-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: **Supplemental Agreement (No. 10) with the city of Troutdale for Multnomah County to perform certain maintenance functions on city streets.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ JQRF ☐ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>City of Troutdale</u></p> <p>Mailing Address: <u>104 Se Kibling</u></p> <p>City/State/Zip: <u>Troutdale, Or 97060</u></p> <p>Point of Contact: <u>James Galloway</u></p> <p>Phone: <u>(503) 665-5175</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 1998</u></p> <p>Original Contract Amount: _____</p> <p>Total Amt of Previous Amendments: _____</p> <p>Amount of Amendment: <u>\$78,796.00</u></p> <p>Total Amount of Agreement: _____</p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>as work is performed</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: [Signature]

Purchasing Manager: _____

(Class II Contracts Only)

County Counsel: [Signature]

County Chair/Sheriff: [Signature]

Contract Administration: _____

(Class I, Class II Contracts Only)

Date: 6/14/97

Date: _____

Date: 6/14/97

Date: June 26, 1997

Date: _____

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6410			2775					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

CAF.DOC/DNRJ1988-3.MAINT_CAF.DOC

SUPPLEMENT NO. 10

to

Agreement No. 3012987 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and city of Troutdale, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 1997.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1998, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Troutdale

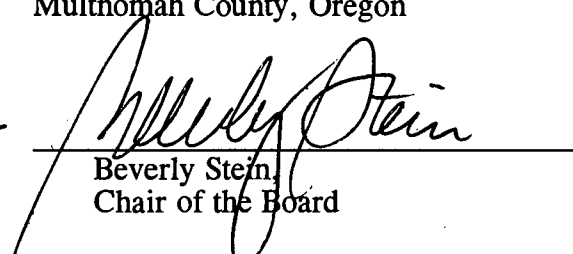
By


Paul Thalhofer, Mayor

By


George Martinez, City Recorder

Multnomah County, Oregon


Beverly Stein,
Chair of the Board

REVIEWED:

SANDRA N. DUFFY, Acting County Counsel
for Multnomah County, Oregon

By


Deputy County Counsel

DNRJ1988_AGR.DOC

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-18 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

ESTIMATED COSTS SUMMARY OF
MULTNOMAH COUNTY'S STREET MAINTENANCE ACTIVITIES
FOR THE

CITY OF TROUTDALE

FISCAL YEAR 1997-98

Grand Totals of FY 97-8 Items:	\$78,796
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Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.

Contract Asphalt Paving

IRIS #	Street	Location	Current		AC
			PCI	Area	Tons
472-100	SE 40th Street	Troutdale Rd to Sweetbriar Ln	71	1910' x 25'	498
476-100	SE Celestia Circle	Stott Ave to dead end	68	185' x 25'+	50
475-100	SE Clark Court	Sweetbriar Lane to dead end	65	373' x 25'+	90
453-100	SE Dora Court	40th St to dead end	82	588' x 25'+	142
469-100	SE Douglas Court	Sweetbriar Lane to dead end	68	478' x 28'	115
466-100	SE Kibling Court	40th St to dead end	72	449' x 25'+	108
457-100	SE Knarr Circle	40th St to dead end	70	206' x 25'+	49
473-100	SE Lenore Circle	40th St to dead end	61	330' x 25'+	79
461-100	SE Stott Avenue	Sweetbriar Lane to 40th Street	70	957' x 25'	231
465-100	SE Stott Circle	Stott Ave to dead end	72	360' x 25'+	100
463-100	SE Stott Court	Stott Ave to dead end	64	382' x 25'+	92
482-110	SE Sweetbriar Lane	Douglas Ct to Althaus Dr	75	910' x 28'	240
<i>unit totals</i>					1794
<i>unit cost</i>					\$35

(The County is recommending that Sandy Circle be reconstructed)

All overlays are 1.5" in depth.

All paving work is contracted to the private sector.

Total Estimated Cost:	\$62,790
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031 Asphalt Paving Preparation

Same limits as "Contract Asphalt Paving"

Activity	Labor/ Material	Amount	Unit	Sub-Total
			Cost	
Tarpot Patching	Crew Hours	32	\$225	\$7,200
	CRS2 AC/ Gal.	750	\$0.50	\$375
	1/4" - 10 Rock /Yd.	13	\$12	\$156
Sweeping/ Cleaning	Crew Hours	10	\$175	\$1,750
Brushing	Crew Hours	10	\$150	\$1,500

Total Estimated Cost:	\$10,981
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040 Asphalt Skin Patching

IRIS #	Street / Location	Area	AC Tons	Crew Hours
484	SE 36th @ Evans Ave.	6' x 10'	1	1
484	SE 36th @ Evans Ave.	10' x 10'	1	1
469	3821 SE Douglas Ct.	3' x 10'	0.5	0.5
469	3815 SE Douglas Ct.	3' x 3'	0.5	0.5
<i>unit totals</i>			3	3
<i>unit cost</i>			\$25	\$400
<i>sub-totals</i>			\$75	\$1,200

Total Estimated Cost: \$1,275

053 Mowing and Brushing

Roadside mowing and brushing of various city roads and streets twice a year

Crew Hours 25 unit cost \$70

Total Estimated Cost: \$1,750

Road Striping

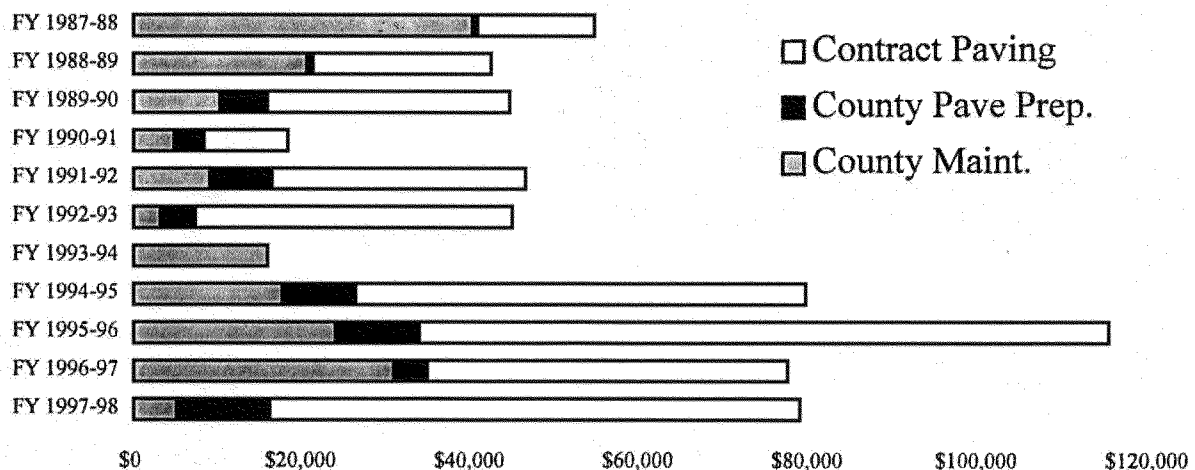
Various Roads - stripe center and shoulder lines

Total Estimated Cost: \$2,000

Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.
Cost to be billed at current employee, equipment, material, and overhead charges.

Previous Years Estimates



ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Supplement No. 10 to IGA 30130-87 for Street
Maintenance Services for the city of Fairview

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: As soon as possible

Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: Environmental Services DIVISION: Transp & Land Use Planning

CONTACT: Don Newell TELEPHONE #: 248-3888

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of Supplement No.10 to Intergovernmental Agreement No. 30130-87 for Multnomah County to provide street maintenance services for the city of Fairview.

7/1/97 ORIGINALS TO CARNEY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: William K. Lickly

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277.

AGEN.FOR/DNCK2033.FOR

BOARD OF
COUNTY COMMISSIONERS
97 JUN 19 PM 12:18
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 30130-87

Prior-Approved Contract Boilerplate: ☒ X Attached: ☐ Not Attached

Amendment # 10

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-19</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department: Environmental Services Division: Transportation & Land Use Planning Date: 6/9/97
 Contract Originator: Don Newell Phone: x83888 Bldg/Room: #425/Yeon
 Administrative Contact: Cathy Kramer Phone: 248-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: **Supplemental Agreement (No. 10) with the city of Fairview for Multnomah County to perform certain maintenance functions on city streets.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ JQRF ☐ JN/A ☐ None
 Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>City of Fairview</u> Mailing Address: <u>Po Box 337</u> City/State/Zip: <u>Fairview, Or 97024</u> Point of Contact: <u>Jeff Sarvis</u> Phone: <u>(503) 665-7929</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1997</u> Termination Date: <u>June 30, 1998</u> Original Contract Amount: _____ Total Amt of Previous Amendments: _____ Amount of Amendment: <u>\$15,217.00</u> Total Amount of Agreement: _____	Remittance Address (if different) _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>as work is performed</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

REQUIRED SIGNATURES:

Department Manager: *Laurie K. Nicholas* Date: 6/19/97
 Purchasing Manager: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: *Matthew B. Ryan* Date: 6/19/97
 County Chair/Sheriff: *Beverly Dean* Date: June 26, 1997
 Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6410			2788					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

CAF.DOC/DNRJ1988_MAINT-CAF.DOC

SUPPLEMENT NO. 10

to

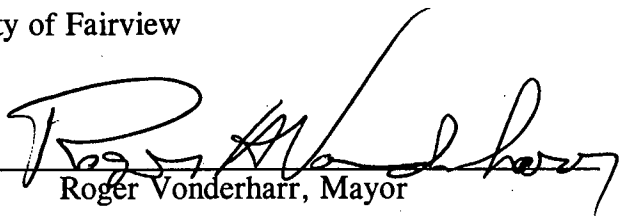
Agreement No. 3013087 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and city of Fairview, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 1997.

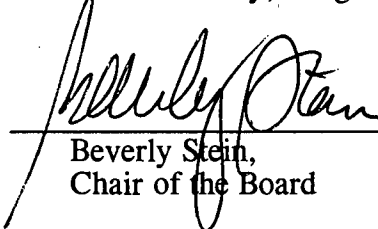
It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1998, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Fairview

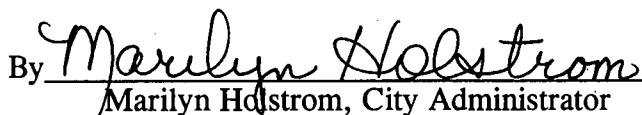
By


Roger Vonderharr, Mayor

Multnomah County, Oregon


Beverly Stein,
Chair of the Board

By


Marilyn Holstrom, City Administrator

REVIEWED:

SANDRA N. DUFFY, Acting County Counsel
for Multnomah County, Oregon

By


Deputy County Counsel

DNRJ1988_AGR.DOC

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-19 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

ESTIMATED COSTS SUMMARY OF
MULTNOMAH COUNTY'S STREET MAINTENANCE ACTIVITIES
FOR THE

CITY OF FAIRVIEW

FISCAL YEAR 1997-98

Grand Totals of FY 97-8 Items:	\$15,217
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Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.

039 Street Sweeping

Routine sweeping of streets: 6 applications per year of 12 crew hours each

Crew Hours	72	unit cost	\$125
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Total Estimated Cost:	\$9,000
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040 Asphalt Skin Patching

IRIS #	Street / Location	Area	AC Tons	Crew Hours
	1st Street & Depot Street	2' x 6'	0.5	1
	21330 Hancock Street		0.5	1
			unit totals	2
			unit cost	\$400
			sub-totals	\$800

Total Estimated Cost:	\$825
-----------------------	--------------

042 Tarpot Patching

IRIS #	Street	Location	Amount	Crew Hours	CRS2 AC /Gal	1/4" -10 Rock/ Yd
766	Main Street	1st to 223rd	10 x 15'	2	15	0.5
693	Weidler Circle	213th to 213th	--	6	75	3
				sub-totals	90	3.5
				unit cost	\$0.50	\$12
				\$1,800	\$45	\$42

Total Estimated Cost:	\$1,887
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044 Grading Gravel Roads

IRIS #	Street	Location	Area	Crew Hours
778	Crestwood	Pavement end to dead end	12' x 220'	4
				<u>unit cost</u> \$85
				<u>sub-totals</u> \$340

Total Estimated Cost:	\$340
-----------------------	--------------

046 Crack Sealing

IRIS #	Street	Location	AC Cubes	Crew Hours
684	Main Street	1st to 223rd	4	3
			<u>unit cost</u> \$15	\$310
			<u>sub-totals</u> \$60	\$930

Total Estimated Cost:	\$990
-----------------------	--------------

049 Grinder Patching*

IRIS #	Street / Location	Area	AC Tons	Crew Hours
778	Crestwood & Shaw	3' x 10'	1	3
			<u>unit cost</u> \$25	\$530
			<u>sub-totals</u> \$25	\$1,590

* catch basin repair needed

Total Estimated Cost:	\$1,615
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053 Mowing and Brushing

Roadside mowing and brushing of various city roads and streets twice a year

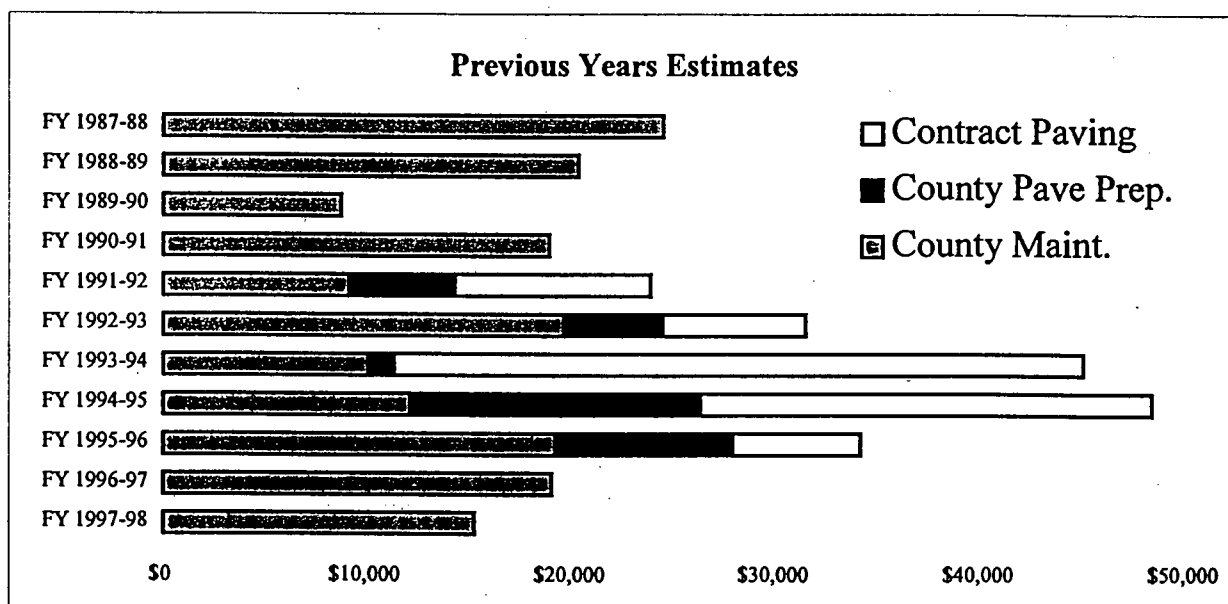
Crew Hours	8	<u>unit cost</u>	\$70
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Total Estimated Cost:	\$560
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Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.

Cost to be billed at current employee, equipment, material, and overhead charges.



MEETING DATE: JUN 26 1997
AGENDA NO: C-20
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement for FY1997-98 with city of Portland for maintenance of county roads in west side unincorporated Multnomah County

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 26, 1997

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation & Land Use Plng

CONTACT: Bob Thomas TELEPHONE #: 248-3838

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Bob Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement for FY1997-98 with city of Portland for maintenance of county roads in west side unincorporated Multnomah County

7/1/97 ORIGINALS to CATHEY KRAMER
7/2/97 2 ORIGINALS to TONI ANDERSON & 1 ORIGINAL & COPY
SIGNATURES REQUIRED: to CATHEY KRAMER

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Lowell E. Nicholson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
JUN 19 PM 12:18
MULTNOMAH COUNTY
OREGON




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Larry F. Nicholas, P.E., Director
Department of Environmental Services

TODAY'S DATE: June 6, 1997

REQUESTED PLACEMENT DATE: June 26, 1997

RE: Proposed IGA with Portland for FY 97-98 maintenance of county roads in unincorporated western Multnomah County

I. Recommendation/Action Requested:

The Department of Environmental Services recommends approval of an Intergovernmental Agreement with the city of Portland for maintenance of county roads in unincorporated western Multnomah County during FY 97-98.

II. Background/Analysis:

In 1984, Multnomah County and the city of Portland agreed that the city would maintain, through an IGA, all county roads in unincorporated western Multnomah County that were within the Urban Services Boundary. The city of Portland did not receive compensation for these services, since the area was presumed to be annexed to the city shortly. Annexation has proceeded very slowly and the city elected to inform the county that effective July 1, 1997, it would no longer maintain these roads. During the past year, representatives of the city and county have been meeting working out the terms of this proposed IGA.

III. Financial Impact:

The city has agreed to maintain the roads during FY 97-98 for approximately \$360,505. Most of this compensation would be in the form of quarterly lump sums. Some emergency maintenance and tree trimming services will be billed on a per hour basis.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

This IGA is an extension of the county policy set in 1983 and 1984 concerning the maintenance of county roads within the Urban Services Boundary.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

City officials from at least two bureaus and the Office of Transportation were active in negotiations with the county for this IGA.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐ Contract # 301557
 Prior-Approved Contract Boilerplate: Attached Not Attached Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-20</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department: Environmental Services Division: Transportation & Land Use Planning Date: June 10, 1997
 Contract Originator: Bob Thomas Phone: 248-3838 Bldg/Room: 425/Bob Thomas
 Administrative Contact: Cathey Kramer Phone: 248-5050 X22589 Bldg/Room: 425/Cathey Kramer

Description of Contract: **Intergovernmental Agreement with city of Portland for maintenance of county roads in unincorporated western Multnomah County during FY 97-98.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ JQRF ☐ JN/A ☐ JNone
 Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>City of Portland</u> Attn: <u>Mark Lear</u> Mailing Address: <u>Office of Transportation</u> <u>1120 SW 5th Ave, Rm 702</u> <u>Portland, OR 97204-1914</u> Phone: <u>823-7604</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1997</u> Termination Date: <u>June 30, 1998</u> Original Contract Amount: \$ <u>360,505.00</u> plus reqts. Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>360,505.00</u> plus reqts.	Remittance Address (if different) _____ _____ _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input checked="" type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>360,505.00</u> <input checked="" type="checkbox"/> Other (Base/yr) <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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REQUIRED SIGNATURES:
 Department Manager: *RCT* Date: 6/19/97
 Purchasing Manager: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: *Deputy Stein* Date: 6/19/97
 County Chair/Sheriff: _____ Date: June 26, 1997
 Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6410			6190				282,416.00	
02	150	030	6510			6190				78,089.00	
03											

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

Intergovernmental Agreement

Westside Pocket Area Maintenance

The City of Portland and Multnomah County enter into this agreement pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes for the purpose of efficiently providing road and drainage facility maintenance to certain areas of unincorporated Multnomah County that are west of the Willamette River.

PARTIES TO THE AGREEMENT

The CITY OF PORTLAND is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is hereinafter referred to as "the City."

The COUNTY OF MULTNOMAH is a Home Rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon and is hereinafter referred to as "the County."

RECITALS

WHEREAS, under the Transition of Urban Services Agreement between the City and the County the City of Portland has provided road and drainage maintenance services to areas of unincorporated Multnomah County that are west of the Willamette River and inside the urban service boundary since 1984; and

WHEREAS, the Transition of Urban Services Agreement does not provide for financial remuneration to the City for road and drainage services provided in unincorporated areas until the area is annexed to the City; and

WHEREAS, annexation of the westside unincorporated areas has proceeded at a slower pace than was anticipated in 1984; and

WHEREAS, the City has informed the County that they can no longer provide road and drainage facility maintenance to westside unincorporated areas without financial remuneration; and

WHEREAS, the City and the County find that a rational and efficient method for delivery of road and drainage facility maintenance to certain westside unincorporated areas is for the City to continue to provide services; and

WHEREAS, ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another; and

WHEREAS, ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND PURSUANT TO THE PROVISIONS OF ORS 190.010 - 190.030, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

ARTICLE ONE: PURPOSE

The general purposes of this agreement are to:

1. Provide for the maintenance of County road and drainage facilities in unincorporated Multnomah County west of the Willamette River and within the Portland urban service area.
2. Provide a mutual understanding of services to be delivered by the City and the level of service to be provided.
3. Provide for monitoring the services delivered by the City.
4. Provide financial remuneration of services provided by the City.

ARTICLE TWO: DEFINITIONS

County Road: All public roads under the jurisdiction of Multnomah County as defined by ORS 368.001 (1), (5) and (6) which have been formally adopted and accepted or legalized by the Board of County Commissioners as County roads and designated as such by the County Engineer.

Local Access Road: A public road in an unincorporated area that is not a county road, a state highway or a federal road.

Westside Contract Maintenance Service Area: County Roads west of the Willamette River and within the Portland urban service boundary, and the following County Roads immediately adjacent to the Portland urban service boundary: NW Thompson Rd., NW 53rd Drive, SW Iron Mountain Road and SW 49th Street.

Roadway Facilities: Public improvements associated with County Roads including, but not limited to, pavement surface and subsurface, pavement markings, signs, traffic signals, shoulders, ditches, culverts, storm sewers, manholes, sumps, catchbasins, and trashracks.

Maintenance: Ordinary maintenance and repair work necessary to preserve the public infrastructure. When necessary, repairs by in-kind replacement of facilities will be made. Maintenance includes, but is not limited to, preservation overlays, minor alterations, street sweeping and cleaning of facilities.

Improvement: Construction of new facilities, and upgrading and/or expanding existing facilities. Examples include, but are not limited to, construction of new roadways, reconstruction of failed roads, roadway widening, and expansion of drainage facilities.

Traffic Operations: Installation of new traffic control devices, markings and signs, replacement of traffic signals, and changes to timing of traffic signals as needed to improve public safety and maintain acceptable traffic operations.

Pavement Treatment: Maintenance of the pavement surface by asphalt/concrete patching, grinding, crack sealing, asphalt paving to prevent surface distortions and avoid major reconstruction.

Routine Road Maintenance: Street sweeping, guardrail maintenance and corner and curb maintenance to prevent driving hazards and maintain the general condition of the system.

Shoulder and Right of Way Maintenance: Maintenance of shoulders on all non-curbed arterial and collector roads and on maintained roads with a maintained ditch, to eliminate hazards caused by deteriorating shoulder conditions or drainage problems.

Traffic Aids Maintenance: Maintenance of pavement markings, traffic signs, and traffic signals to prevent driving hazards and maintain public safety.

Drainage Facility Maintenance: Cleaning and repair of storm sewers, manholes, catchbasins, culverts, ditches, sumps and trashracks to maintain stormwater flow and the general condition of the system.

Emergency Response: Response to events including snow and ice, wind storms, flooding, landslides and other natural or manmade incidents that require immediate action to protect people and property.

Roadway Facility Maintenance Services: Pavement Treatment, Routine Road Maintenance, Shoulder and Right of Way Maintenance, Traffic Maintenance, Drainage Facility Maintenance.

Maintained Ditch: An open drainage facility, that is in the right-of-way and adjacent to a County Road, that directs water into a stormwater conveyance system.

City Standards: Standards, policies, guidelines and/or past practices that are used by the City to maintain the roadway system.

ARTICLE THREE: AGREEMENT

SECTION I: ROADWAY FACILITY MAINTENANCE

- A. Beginning July 1, 1997, the City shall provide the following Roadway Facility Maintenance Services to County Roads within the Westside Contract Maintenance Service Area. The level of maintenance provided for each activity will be the same level provided by the City to city streets within the City limits. The City will provide copies of any written standards to the County:
1. Pavement Treatment.
 - a. Pavement Management System. County Roads will be included in the City's pavement management system. The City will annually assess the pavement condition of County Roads.
 - b. Overlays. Based on need, as determined through assessment of data from the pavement management system, the City will design, engineer and perform overlay projects.
 - c. Hot Asphalt Concrete Patching. Based on need, as determined through assessment of data from the pavement management system and in response to citizen complaints, the City will use hot asphalt concrete for general maintenance and in preparation of pavement overlay.
 - d. Asphalt/Concrete Grinder Patching. Based on need, as determined through assessment of data from the pavement management system, the City will use grinder plug cutting and profiling to repair pavement distress and remove old asphalt build-up for general maintenance and in preparation of pavement overlay.
 - e. Crack sealing. Based on need, as determined through assessment of data from the pavement management system, the City will seal pavement cracks for general maintenance and in preparation of pavement overlay.
 2. Routine Road Maintenance.
 - a. Street sweeping. Curbed streets will be swept at a frequency consistent with City street sweeping. Non-curbed streets will not be swept.
 - b. Guardrail, terminal, barrier and guardpost maintenance. Maintenance will be provided using the City standards.
 - c. Curb and corner maintenance. Maintenance will be provided using the City standards.
 3. Shoulder and Right of Way Maintenance.
 - a. Shoulder grading and re-rocking. Shoulder grading and re-rocking will be provided on non-curbed arterial and collector roads and on maintained roads with a maintained ditch.
 - b. Shoulder potholes. Potholes in shoulders will be repaired to remove hazards on non-curbed arterial and collector roads and on maintained roads with a maintained ditch.

- c. Roadside vegetation. Machine cutting of roadside vegetation will be provided on all roads with a maintained ditch to prevent disruption of drainage.
 - d. Herbicide Spraying. Non-residual herbicides will be applied where appropriate.
4. Traffic Aids Maintenance
- a. Pavement Markings. Maintenance of existing pavement markings and replacement of pavement markings following pavement overlays. Pavement markings includes center, turn and edge lines; stop lines; crosswalks; and legends.
 - b. Signs. Maintenance of signs and sign posts, and replacement of damaged and/or missing signs and sign posts. Traffic control signs on Local Access Roads will also be maintained by the City.
 - c. Traffic Signals. Maintenance of traffic signal systems including hardware, controllers, signal loops, pedestrian push buttons, span cable, tether cable, mast arms, poles, signal heads, and pedestrian heads. The City will also respond to calls including police, power outages, knock downs, underground locates, utilities and contractors.
 - d. Vegetation. The City will investigate complaints of vegetation that create sight distance problems and vegetation that block traffic control devices. When problems can be corrected with minor trimming the City will do so. When correction of the problem requires the installation of new traffic control devices, moving existing traffic control devices, or major pruning or removal of mature vegetation, the City will contact the County. If, after contacting the property owner, the County directs the City to conduct major pruning or tree removal the City will do so on a time and materials basis.
5. Drainage Facility Maintenance.
- a. Catchbasin Cleaning and Repair. Clean and repair catchbasins to City standards.
 - b. Culvert Cleaning and Repair. Clean and repair culverts to City standards.
 - c. Ditch Cleaning. Clean ditches to City standards.
 - d. Trashrack Cleaning and Repair. Clean and repair trashracks to City standards.
 - e. Sump Cleaning. Clean sumps to City standards.
 - f. Storm Sewer Pipes and Manholes. Clean and repair storm sewer pipes and manholes to City standards.
 - g. Drainage Facilities Inventory. Maintain inventory of drainage facilities, including type of facility, location and condition.

- h. Maintenance for drainage facilities will be limited to facilities in the right-of-way and within adequate easements when the facility is located on private property. The City will notify the County if the easement is insufficient for proper maintenance.

B. Local Access Roads

Adjoining property owners are responsible for maintenance of Local Access Roads. The only maintenance function the City will perform on Local Access Roads is maintenance of traffic control signs and devices.

C. Emergency Response.

1. The City will maintain 24 hour emergency response capabilities.
2. The City will respond to emergencies as set forth in Article Three, Section II.

D. Public Inquiries.

1. The City will maintain a "Pothole Hotline" for the public to report potholes and other hazards in the pavement and will investigate problems as notified.
2. The City will maintain a one-call number for public inquiries regarding general roadway maintenance and investigate problems as notified.
3. The City will respond to all rules of the Oregon Utility Notification Center, or "One Call" service for marking and notification of the County's underground utilities such as, but not limited to culverts and signal traffic loops.

E. Disposal of Materials.

1. The City will transport and dispose of all material arising from maintenance activities and emergency response on Roadway Facilities, except as provided for in Article Three, Section II.A.1 and Section II.A.2.
2. Material will be treated and/or disposed of in accordance with environmental regulations.

SECTION II: EMERGENCY RESPONSE

- A. The City will respond to all emergencies including snow and ice, wind storms, flooding, landslides and other natural or manmade incidents. Emergencies that would normally be handled by city crews on City streets, such as landslides, downed trees, snow and ice treatments, and flooding, will be treated by city crews according to City standards. In the event that the City determines that outside assistance is needed to respond to the event, the City will notify the County and jointly work to respond to the event. The City will handle the following emergencies as specified below:

1. Hazardous Chemical Spills.

In the event of hazardous chemical spills in the right-of-way, the following practices will be followed:

- a. The City will contact the City of Portland Fire Bureau for initial response to the spill.
 - b. The City will arrange for response to and clean-up of the spill by a qualified hazardous chemical contractor.
 - c. The City will provide traffic control until the contractor arrives to clean-up the spill.
 - d. The City will prepare a detailed bill of clean-up costs for the County. The bill will include, the party responsible for the spill, when known by the City.
2. Landslides and Trees
 - a. The City will move or remove landslide debris to maintain traffic movement and keep drainage facilities operational.
 - b. The City will move or remove trees that have fallen onto the right of way to maintain traffic movement and keep drainage facilities operational.
3. Road Debris and Sanding Materials
 - a. The City will remove surface debris, such as abandoned furniture and appliances, from the roadway that is a threat to public safety.
 - b. The City will clean-up sanding materials from snow routes to remove road hazards.
4. Local Access Roads

Emergency repair of Local Access Roads is the responsibility of the adjoining property owner. The City will provide limited emergency services to local access roads only when there is a threat to public safety or health.

SECTION III: COUNTY RESPONSIBILITIES

- A. Coordination of Operational Changes and Improvements
 1. The County will retain jurisdiction over Roadway Facilities and responsibility for Traffic Operations and Improvements to Roadway Facilities.
 2. The County will coordinate operational changes and roadway improvements in the Westside Maintenance Contract Area with the City by seeking the input of the City in the planning, designing, engineering and construction phases of traffic operation and roadway improvement projects.
 3. The County will notify the City of changes to the County Road system that are constructed as part of subdivision construction and local improvements.
 4. When making operational changes and roadway improvements, the County will use materials that can be maintained by the City.

B. Easements

1. The County may provide an additional easement or temporary easement when the City determines that the existing easement is insufficient for proper drainage facility maintenance.

C. Emergency Response

1. When the City determines outside assistance is needed to respond to an emergency event, the County will work with the City to determine the best way to address the problem.

D. Code Enforcement

1. The County will be responsible for notification of property owners regarding enforcement of code violations, whether on private property or in the public right of way.

E. Hazardous Chemical Spills

1. When a party responsible for a hazardous chemical spill has been identified, the County will be responsible for sending the clean-up bill to the identified party.
2. When the City cannot identify the party responsible for a hazardous chemical spill, the County will be responsible for paying for the clean-up.

F. Vegetation

1. When notified by the City that mature vegetation has created sight-distance problems or is blocking a traffic control device the County will investigate and resolve the problem.
2. If correction of the problem requires major pruning and/or removal of vegetation, the County, after notifying the property owner, may direct the City to prune or remove the vegetation, and will pay the City on a time and materials basis.

SECTION IV: REPORTING

The City shall submit the following reports to the County Engineer:

1. Maintenance records will be submitted quarterly, with the City bill for maintenance services, or on request by the County. Records will be provided for Pavement Treatments, Routine Road Maintenance, Shoulder and Right of Way Maintenance, Traffic Maintenance and Drainage Facility Maintenance.
2. Reports of road condition from the Pavement Management System will be submitted in December.

SECTION V: TERM

- A. The term of this agreement shall be from July 1, 1997, to and including June 30, 1998, unless sooner terminated or renewed under the provisions hereof.

- B. Termination. Each party reserves the right to terminate this agreement with 60-days written

notice to the other, and may terminate this agreement for any reason(s) deemed appropriate based on the sole discretion of the party requesting termination.

C. Renewal.

1. This agreement may be renewed from year to year, by action of the governing bodies of the City and the County, specifying the amount to be paid to the City for services described in this agreement.
2. The base road mileage in the Westside Contract Maintenance Service Area is 19.11 miles. Renewal of this agreement will, among other factors, take into account additions and deletions to this base road mileage.

SECTION VI: COMPENSATION

The County agrees to compensate the City as follows:

1. For Roadway Facility Maintenance Services the County will pay the City \$331,283. Includes \$3,473 for snow and ice response.
2. The City will bill the County for emergency response services, except snow and ice response which is included in A.1 of this Section, on a time and materials basis. The practices set forth in Article Three, Section II will be followed when carrying out emergency response services. Estimated emergency response service costs are \$27,662.
3. Major vegetation pruning and tree removal will be billed on a time and materials basis. The estimated cost of this service is \$1,560.
4. The City's services provided under this agreement will be billed quarterly and collected in accordance with City Code 5.48.040.
5. If this agreement is terminated by either party, the quarterly payments for Roadway Maintenance Services, will be pro-rated from the first of the quarter to the date the agreement is terminated. Services that are billed on a time and materials basis and will not be pro-rated.

SECTION VII: PROJECT MANAGEMENT

A. The City's project managers will be:

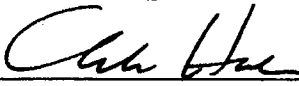
1. Administrative Issues: Mark Lear. Administrative issues includes contract renegotiation, tracking of costs, and coordinating the delivery of reporting materials to the County.
2. Operational Issues: Dick Godfrey. Operation issues includes day to day provision of roadway facility services.
3. Changes in City project management responsibility will be given in writing to the County.

- B. The County's project managers will be:
1. Administrative Issues: Bob Thomas. Administrative issues includes contract renegotiation, tracking of costs, and arranging for service payments to the City.
 2. Operational Issues: Don Hauskins. Operation issues includes day to day provision of roadway facility services.
 3. Changes in County project management responsibility will be given in writing to the City.
- C. Policy and Code Differences. It is understood that City and County policy and code differences, may, from time to time, preclude the City from responding to all maintenance and emergencies in the same manner that the County would if it were providing services directly. In those instances, the County and City project managers for Operational Issues will work together to determine which party will respond and how.

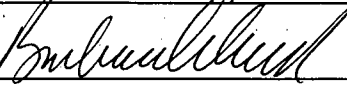
ARTICLE FOUR: GENERAL TERMS

1. Indemnification. Each party shall, subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, defend, save and hold harmless the other from all claims, suits or actions of whatsoever nature, including intentional acts, resulting from or arising out of its activities under this agreement.
2. Insurance. City and County are self-insured for general liability and workers compensation.
3. Amendment. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

CITY OF PORTLAND

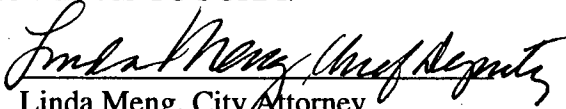
By: 
Charlie Hales, Commissioner of
Public Safety

Date: 7-16-97

By: 
Barbara Clark, Auditor

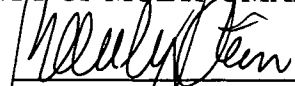
Date: 7/17/97

APPROVED AS TO FORM:

By: 
Linda Meng, City Attorney

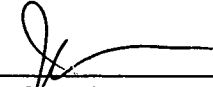
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COUNTY OF MULTNOMAH

By: 
Beverly Stein, Chair of the
Multnomah County Commission

Date: June 26, 1997

APPROVED AS TO FORM:

By: 
John Thomas, Asst. County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-20 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

ORDINANCE No.

17 12 95

- * Intergovernmental agreement with Multnomah County to provide roadway maintenance services to certain county roads west of the Willamette River during Fiscal Year 1997-98
(Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Under the Transition of Urban Services Agreement (Ordinance 155651, passed by Council on March 1, 1984) between the City of Portland (City) and Multnomah County (County) the City has provided road and drainage maintenance services to areas of unincorporated Multnomah County that are west of the Willamette River and inside the urban service boundary since 1984.
2. The Transition of Urban Services Agreement does not provide for financial remuneration to the City of road and drainage services provided in unincorporated areas until the area is annexed to the City.
3. Annexation of the westside unincorporated areas has proceeded at a slower pace than was anticipated in 1984.
4. The City has informed the County that they can no longer provide road and drainage facility maintenance to westside unincorporated areas without financial remuneration.
5. The City and the County find that the most rational and efficient method for delivery of road and drainage facility maintenance to certain westside unincorporated areas is for the City to continue to provide services.
6. ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another.
7. ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties.
8. Budgetary adjustments will be made in the FY 1997-98 Budget Monitoring Process to account for the following amounts of revenue that will compensate the City for services provided: \$348,172 to the Transportation Operating Fund, and \$12,333 to the General Fund.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Safety and the City Auditor are hereby authorized and directed to execute an agreement with Multnomah County to provide roadway maintenance services to certain county roads west of the Willamette River, said agreement to be substantially in conformance with Exhibit A, attached and by reference made a part of this ordinance.

Section 2. The Council declares that an emergency exists because the city will begin providing maintenance services on July 1, 1997; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Commissioner Hales
May 23, 1997
Kate Deane/Kate Deane

e:\katework\97us\pockiga.ord

Passed by Council:

JUN- 18 1997

BARBARA CLARK
Auditor of the City of Portland
By:

12-11-97 *[Signature]* Deputy

MEETING DATE: JUN 26 1997
AGENDA NO.: C-21
ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the State Adult and Family Services Division

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

REGULAR MEETING Date Requested: _____
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Karen Garber TELEPHONE #: 248-3056, ext 26207

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Jan Sinclair

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 200468 with the State Adult and Family Services Division to provide funding for the County's STARS (Students Today Aren't Ready for Sex) Program.

7/1/97 ORIGINALS to KAREN GARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

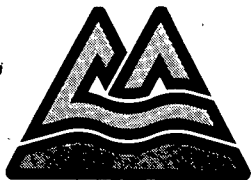
or

DEPARTMENT MANAGER: Billy Odey

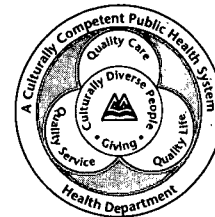
BOARD OF
COUNTY COMMISSIONERS
JUN 17 AM 8:43
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

Date: June 10, 1997
To: Board of County Commissioners
From: Bill Odegaard, Director, Health Department
Subject: Intergovernmental Revenue Agreement with the State Adult and Family Services Division for STARS Program funding

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200468 with the State Adult and Family Services Division for the period July 1, 1997, through June 30, 1999.
- II. Background/Analysis: This agreement provides funding from the State Adult and Family Division (AFS) for the County's STARS (Students Today Aren't Ready for Sex) Program. Preventing teen pregnancy and reducing the welfare dependency of teen mothers are high priorities for AFS. Funding the STARS Program is viewed as a long-term strategy for accomplishing these goals.
- III. Financial Impact: AFS will provide \$100,000 to the County's STARS Program for the 1997-99 biennium. This funding comprises approximately 15% of the STARS budget.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Teen pregnancy prevention
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 200468

Previously Approved Contract Boilerplate: [] Attached [X] Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p>[] Professional Services under \$25,000</p> <p>[] Intergovernmental Agreement under \$25,000</p> <p style="padding-left: 20px;">[] Expenditure</p> <p style="padding-left: 20px;">[] Revenue</p>	<p style="text-align: center;">CLASS II</p> <p>[] Professional Services over \$25,000 (RFP, Exemption)</p> <p>[] PCRB Contract</p> <p>[] Maintenance Agreement</p> <p>[] Licensing Agreement</p> <p>[] Construction</p> <p>[] Grant</p> <p>[] Revenue</p>	<p style="text-align: center;">CLASS III</p> <p>[X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-21</u> DATE <u>6/26/97</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Health Division: Neighborhood Health Date: 6/10/97

Contract Originator: Jan Sinclair Phone: x22725 Bldg/Room: 160/8

Administrative Contact: Karen Garber Phone: x26207 Bldg/Room: 160/7

Description of Contract:

State funding to support the STARS (Students Today Aren't Ready for Sex) Program in Multnomah County middle schools.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is [] MBE [] WBE [] QRF [X] N/A [] None

Original Contract No. n/a (FOR RENEWALS ONLY)

<p>Contractor Name: <u>Oregon Adult & Family Services</u></p> <p>Mailing Address: <u>District 2</u></p> <p style="padding-left: 40px;"><u>3965 SE Powell Boulevard</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97202</u></p> <p>Phone: <u>731-3111</u> (Fax <u>731-3377</u>)</p> <p>Employer ID# or SS#: <u>n/a</u></p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 1999</u></p> <p>Original Contract Amount: \$ <u>100,000 (over 2 years)</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Sue Ford, Assistant District Manager, AFS District 2</p> <p>Remittance Address (if different) _____</p> <p><u>*Send invoices to Sue Ford</u></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td>[] Lump Sum \$ _____</td> <td>[] Due on Receipt</td> </tr> <tr> <td>[] Monthly \$ _____</td> <td>[] Net 30</td> </tr> <tr> <td>[X] Other \$ <u>Quarterly</u></td> <td>[] Other</td> </tr> <tr> <td colspan="2">[] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2">[] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes [] No []</td> </tr> </table>	Payment Schedule	Terms	[] Lump Sum \$ _____	[] Due on Receipt	[] Monthly \$ _____	[] Net 30	[X] Other \$ <u>Quarterly</u>	[] Other	[] Requirements contract - Requisition Required		Purchase Order No. _____		[] Requirements Not to Exceed \$ _____		Encumber: Yes [] No []	
Payment Schedule	Terms																
[] Lump Sum \$ _____	[] Due on Receipt																
[] Monthly \$ _____	[] Net 30																
[X] Other \$ <u>Quarterly</u>	[] Other																
[] Requirements contract - Requisition Required																	
Purchase Order No. _____																	
[] Requirements Not to Exceed \$ _____																	
Encumber: Yes [] No []																	

REQUIRED SIGNATURES:

Department Manager: *Belli Ortega* Date: 6/16/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Ratni Singh* Date: 6/18/97

County Chair/Sheriff: *David Olson* Date: June 26, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0464					0374	STARS Support		
02											
03											

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

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

**STATE OF OREGON
DEPARTMENT OF HUMAN RESOURCES
ADULT AND FAMILY SERVICES
INTERGOVERNMENTAL AGREEMENT
WITH
MULTNOMAH COUNTY HEALTH DEPARTMENT**

This Intergovernmental Agreement is entered into by and between the State of Oregon, Department of Human Resources, Adult and Family Services Division, hereafter called AFS, and Multnomah County Health Department, hereafter called MCHD.

1. PURPOSE

The purpose of this Agreement is to on a one time basis provide partial funding for the operation of the STARS (Students Today Aren't Ready for Sex) Program in all 31 middle schools in Multnomah County over the next biennium, July 1, 1997 through June 30, 1999. The total project budget for the biennium is anticipated to be \$700,000 with funding provided by Multnomah County, corporate donors, and possible grants. The AFS District 2 funded amount is \$100,000.

2. STATEMENT OF WORK

MCHD will operate the STARS (Students Today Aren't Ready for Sex) program in all 31 middle schools in Multnomah County during the period July 1, 1997 through June 30, 1999.

MCHD will provide AFS District 2 (Designated staff) notice of scheduled program in each school at least 30 days in advance of program implementation.

MCHD will provide AFS District 2 with copies of all reports and analysis of data generated as a result of the two year project.

3. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement becomes effective on July 1, 1997. Unless earlier terminated or extended this Agreement will expire on June 30, 1999.

A. This Agreement may be terminated by either party upon thirty (30) days written notice.

B. Any amendment to the terms of this Agreement must be in writing and signed by Multnomah County Health Department and AFS.

C. Budget contingency Provision: In the event that the Oregon legislative Assembly and the Governor have not approved AFS's biennial budget by the start of the next biennium, and instead approve one or more short term budgets or one or more short term limited amounts of appropriations, limitations and other expenditure authority, or both, contractor understands and agrees that:

(1) AFS may terminate this contract at any time without penalty or liability to the agency; and

(2) AFS may limit the term of the contract to the period of time for which AFS has received budget authority and may limit the amount to be paid under this contract to an amount which reflects a proportionate contract budget based upon the time period for which budget authority is received or some lesser percentage of that amount, depending upon the level of spending authorized for the limited time period. AFS's decision on the term of the contract and the amount to be paid is final.

Notice(s) of the termination of the contract or of the limitation of the term or payment amounts or both is/are effective upon the delivery of written notice to Contractor with no further liability to contractor. Notice may be faxed, and will be effective upon generation of a report by the sending machine indicating that the receiving machine of the contractor has received the report. A copy of any such notice will be mailed to MCHD within one work day.

4. CONSIDERATION

A. AFS agrees to pay MCHD not to exceed \$100,000 for operation of the STARS program. This sum is limited to the actual, reasonable, and necessary costs of providing the services.

B. Funds available and authorized. AFS has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the AFS's biennial appropriation or limitation. MCHD understands and agrees AFS's payment of amounts under this agreement attributable to work performed after the last day of the current biennium is contingent on AFS receiving from the Oregon legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow AFS, in the exercise of its reasonable administrative discretion, to make payments under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, AFS may terminate this agreement without penalty or liability to the agency, effective upon the delivery of written notice to MCHD with no further liability to MCHD.

C. AFS will reimburse MCHD quarterly upon receipt of a billing invoice. Invoices shall be sent to Sue Ford, Assistant AFS District 2 Manager at 3965 SE Powell Blvd., Portland Oregon 97202.

SIGNATURES:

MULTNOMAH COUNTY

By Beverly Stein
Beverly Stein, Multnomah County Chair
Date June 26, 1997

Division Authorization

Date

By Billi Odegaard
Billi Odegaard, Health Department Director
Date 6/16/97

By Jan Sinclair
Jan Sinclair, Neighborhood Health Division
Date 6-16-97

REVIEWED:

Multnomah County Counsel

By Katie Gault
Date 6/18/97

Sue Jova 6/13/97
AFS District 2 Manager Date
Agency representative on all matters
Directly related to this Agreement

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-21 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

AFS Field Services

Date

Chad Smith
AFS Contracts Officer

06/13/97
Date

MEETING DATE: JUN 26 1997
AGENDA NO: C-22
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: TRANSFER OF FOUND/UNCLAIMED PROPERTY - 97-1

BOARD BRIEFING: **DATE REQUESTED:** _____
 REQUESTED BY: _____
 AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: **DATE REQUESTED:** JUNE 26, 1997
 AMOUNT OF TIME NEEDED: _____

DEPARTMENT: SHERIFF'S OFFICE **DIVISION:** SERVICES
CONTACT: LARRY AAB **TELEPHONE #:** 251-2489
 BLDG/ROOM #: 313/228

PERSON(S) MAKING PRESENTATION: CONSENT ITEM

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

TRANSFER OF FOUND/UNCLAIMED PROPERTY AS LISTED TO THE DEPARTMENT OF ENVIRONMENTAL SERVICES AS OUTLINED IN THE MULTNOMAH COUNTY CODE 7.70.

7/7/97 copies to Larry AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____



BOARD OF
COUNTY COMMISSIONERS
97 JUN 19 PM 12:28
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



Multnomah County Sheriff's Office


12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

DAN NOELLE
SHERIFF

(503) 255-3600
TTY (503) 251-2484

MEMORANDUM

TO: DEBORAH BOGSTAD
Clerk of the Board

FROM: DAN NOELLE 
Sheriff

DATE: June 6, 1997

SUBJECT: FOUND/UNCLAIMED PROPERTY - 97-1

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owner(s) of the listed property have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the Department of Environmental Services for sale or disposal as provided for within the listed ordinance.

Attachment

RG/lbs/EQU25.22

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Acknowledgment of Unclaimed)	ORDER
Property and Authorization of)	97-122
Transfer for Sale or Disposal)	

WHEREAS, the Multnomah County Sheriff's Office has certain property, including money, in its possession, the ownership of which is unknown and which has been unclaimed for thirty days after the property came into its possession; and

WHEREAS, Multnomah County Code Chapter 7.70.100 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code; and

WHEREAS, in lieu of a sale of the property under Multnomah County Code Chapter 7.70.150 to 7.70.300, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County for use by the County; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners acknowledges the unclaimed property and authorizes the transfer of the items listed on the attached **Multnomah County Sheriff's Office Found/Unclaimed Property For Disposal, List 97-1**, to the Department of Environmental Services for sale or disposal as provided in Multnomah County Code.

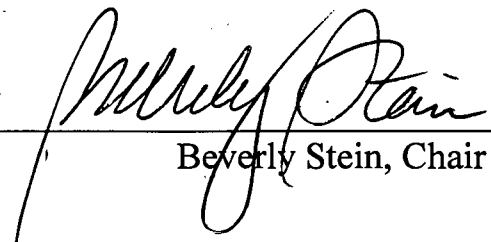
DATED this 26 day of June, 1997.



REVIEWED:

TOM SPONSLER, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


Steve Nemirow, Assistant Counsel

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 97-1

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
84-7102	Sanyo AM/FM cassette stereo, #13120256	Sale
	Zenith 19" TV, #4706617	Sale
	Litton 425 microwave, #09654	Sale
	Magnavox turntable, #6515213	Sale
85-12310	Sony stereo receiver, #800329	Sale
	Yamaha tuner, #116104	Sale
86-10784	Fisher VCR, #N34471-8549	Sale
87-4030	Western Electric mobile phone, #019719	Sale
88-7644	Realistic 40 channel transceiver/TRC-216	Sale
	Realistic 40 channel citizen's band base station	Sale
	Cobra scanner, #63026505	Sale
90-6586	Suitcase with wood, brass & pottery items	Sale
	RCA 8" color TV/XL100	Sale
	Sony Compac disc player/CDP-70	Sale
	Crystal cocktail set/Princess House	Sale
	Mitsubishi TV, no serial number	Sale
	11 Oriental fans	Sale
	Black Oriental jewelry box	Sale
	Two pewter knickknack boxes	Sale
	Black framed 3 dimensional artwork	Sale
	Panasonic 20" color TV, #ED5560027	Sale
90-6990	Bag of miscellaneous costume jewelry	Sale
	Air impact wrench	Sale
	Stop watch	Sale
	Hamilton wall clock	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
91-1463	GE AM/FM clock radio, #148608	Sale
	Kodak VR35 35mm camera	Sale
	Code-A-Phone answering machine, #HB059979	Sale
93-6053	King radio, serial number removed	Sale
	Realistic scanner, #980887	Sale
94-912	Sony 8mm video recorder	Sale
	Security video monitor & camera	Sale
	Sony 35" color TV, #8012704	Sale
	Sony receiver	Sale
	NEC VCR	Sale
	Realistic scanner, #4121873	Sale
94-1981	Two Laserline CD holders	Sale
94-2819	Bag with miscellaneous new & old coins	Sale
94-5219	Panasonic check printer, #3HA#A005118	Sale
	Sharp memo electric address book	Sale
94-5360	Sharp electronic organizer	Sale
	Cobra brand scanner, #15001329	Sale
	GTE cellular phone, #409DR0177Z723	Sale
	Motorola cell phone, #674GTR2209	Sale
94-5871	Radio Shack scanner, #35044594	Sale
	Regency scanner, #219-C70061	Sale
	Makita reciprocating saw, #168592	Sale
94-5981	Realistic scanner, #25027279	Sale
94-6969	Cellular phone, #SCN2449AGUE	Sale
	Ford car stereo, #532F18C815BE	Sale
	Skytel AM/FM car stereo, #36005676	Sale
	Clarion amplifier, #0293860	Sale
	JVC cassette player, #06591616	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
94-6969	DNR car stereo, #001W02599	Sale
94-6970	Two 3 channel Midland walkie-talkies	Sale
	Audiovox cell phone in black case	Sale
	Two Lincoln head penny collections (1941-1909)	Sale
	Two organizer calendars	Sale
	Panasonic electronic checkbook	Sale
94-7117	Cobra scanner, #05004024	Sale
94-7660	Label pin with 3 blue stones, 2 diamonds, 2 red stones	Sale
	Ladies ring with one yellow stone	Sale
94-7679	Sony subwoofer, #48762	Sale
	Pioneer tape deck, #ND015245	Sale
94-7921	Sanyo cassette stereo, #1M327342	Sale
	Gray tool box with misc tools, etc.	Sale
	52 piece metric socket set	Sale
	Citizens men's watch, #30601260	Sale
	Tuff container	Sale
94-4722	Honda 2200 watt gas generator, #1260636	Sale
95-2082	Bag with miscellaneous coins	Sale
95-290	Scanner, #185-A92686	Sale
	GTE cell phone, #B2JUM9032	Sale
	Formula rowing machine, #3001	Sale
	Hi-Fidelity stereo system (4 components with 2 speakers)	Sale
	Phone-Mate telephone with tape	Sale
	US West Caller ID box	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
95-290	Mojave Huffy 10 speed mtn bike, girls, #13-9265334H5013)	Sale
	Magna men's 10 speed mtn bike, #94W031394	Sale
95-315	Phone-Mate answering machine, #8800-1313080723	Sale
	Panasonic clock radio, #GT3GB90540	Sale
95-690	Panasonic car stereo, #FA037468	Sale
	Kenwood car stereo, no serial number	Sale
95-865	Smith Corona typewriter, #Z106915	Sale
	Canon typewriter, #G12196329	Sale
	IBICO sealer, #1IL-018390	Sale
95-1347	Miscellaneous costume jewelry	Sale
	Box of sports cards	Sale
	Bag with car stereo equipment	Sale
95-1686	Black & Decker cordless screwdriver	Sale
95-1832	Radio Shack scanner, #45036011	Sale
	Rolodex pocket planner	Sale
95-6744	Stinger receiver hitch w/2 inch ball	Sale
	NEC cellular phone, #TR5E80026B	Sale
95-1598	12 volt spotlight	Sale
95-4164	Texas Instruments wristwatch	Sale
95-2890	Bag with miscellaneous jewelry & coins	Sale
96-3246	Ladies silver pin with leaves	Sale
96-3645	Audiovox cell phone, #09437639, with green case, battery pack (412)	Sale
96-4908	Five gold colored rings, one diamond earring	Sale
96-4931	Motorola cell phone, #179GWG251	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
96-5081	Radio Shack AM/FM radio	Sale
96-5095	Woman's Timex watch (gold colored)	Sale
96-6814	Universal breadboard/archer/electronic, AM-FM radio kit box w/blank elect. board	Sale
	Epoxy rectifier package, desoldering iron	Sale
96-7032	Pool case containing two pool cues	Sale
96-4702	Seven Wang computer monitor bases	Sale
96-3123	Miscellaneous jewelry, watches	Sale
97-45	Waltham ladies watch	Sale
97-1645	Doll	Sale
96-4973	Murray Park Lane bicycle, #P6847339	Sale
	Murray Baja bicycle, #MON3316357	Sale
97-341	FS Elite 26" men's bike, #6298912	Sale
97-489	Roadmaster 10 speed bike, #58710711	Sale
97-1313	20" mountain bike, #MGG-09051, blue	Sale
97-1344	Huffy boy's bicycle	Sale
97-1523	Trailblazer Roadmaster bicycle, blue	Sale
95-2384	Rock Hopper mountain bike, #GY939261	Sale
95-6035	Hardrock mountain bike, #G0236991	Sale
96-5432	Garmin (navigation-track log device, GPS45/serial #34565697)	Sale
95-1154	Tool box, 16", with miscellaneous tools	Sale
97-2058	Motorola cell phone #949GVVM534	Sale
97-2060	Ericsson digital cell phone #UA1000UQXW	Sale
97-2005	Gray plastic hubcap, 14", KT-842	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
97-1954	Bag with miscellaneous jewelry	Sale
96-6201	Bag with miscellaneous jewelry	Sale
96-6634	Sears 1962 12' aluminum boat, no ser. #	MC Use
96-6634	Elgin 12 foot aluminum boat, #221303	MC Use
91-4862	Glock 9mm pistol/mdl 19/#ML809US	MC Use
91-10521	Ruger MKII pistol/.22 cal/#216-30074	MC Use
92-6538	Ruger MKII pistol/.22 cal/#213-79036	MC Use
92-6937	Remington 870 Mag/12 gauge/#W681998M	MC Use
94-2311	Glock 9mm pistol/mdl 17/#VP546US	MC Use
96-829	Remington 870 shotgun/12 gauge/#V039867V	MC Use
96-4973	Roadmaster bicycle, #RAA221202, teal	MC Use
95-1154	Cobra CB radio #148GTL	MC Use

RG/lbs/EQU25.22

MEETING DATE: JUN 26 1997
AGENDA NO: C-23
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN STATE OF OREGON, DEPT OF CORRECTIONS AND THE SHERIFF'S OFFICE

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: JUNE 26, 1997
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: SHERIFF'S OFFICE DIVISION: FACILITIES
CONTACT: LARRY AAB TELEPHONE #: 251-2489
BLDG/ROOM #: 313/228

PERSON(S) MAKING PRESENTATION: CONSENT ITEM

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 800897 with State of Oregon, Department of Corrections and the Sheriff's Office, to house certain SB1145 Offenders in our facilities and perform necessary services to those offenders.

7/1/97 ORIGINALS to LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 
(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:21
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: JUNE 16, 1997

REQUESTED PLACEMENT DATE: JUNE 26, 1997

RE: INTERGOVERNMENTAL AGREEMENT TO LEASE BEDS FROM THE STATE
OF OREGON FOR INMATES SENTENCED UNDER SENATE BILL 1145

I. Recommendation/Action Requested:

Request Board approval to ratify an intergovernmental agreement between Multnomah County and the State of Oregon for the lease of jail beds in the state prison system to house inmates sentenced under Senate Bill 1145.

II. Background/Analysis:

The issue of SB 1145 is well known to the Board. Under Senate Bill 1145, all inmates previously sentenced to one year or less will now be serving their sentence in local jails rather than the state prison system. This requirement became effective January 1, 1997. However, in order to provide sufficient time to locate and/or construct jail facilities, the State of Oregon has agreed to continue housing SB 1145 prisoners until local jurisdictions can provide sufficient bed space. This intergovernmental agreement will formalize the agreement.

III. Financial Impact:

The State of Oregon pays Multnomah County \$53.73 per day to house SB 1145 prisoners during the 1995-97 biennium. This rate will also be charged to the county as long as they house SB 1145 prisoners in the state prison system. The Sheriff's Office estimates that a total 27,483 jail bed days will be required to house SB 1145 inmates in the penitentiary system during FY 1996-97. This will cost 1,469,924 of the SB 1145 funds available in FY 96-97.

IV. Legal Issues:

SB 1145 requires local governments to assume responsibility for inmate populations sentenced to 12 months or less.

V. Controversial Issues:

The Sheriff's Office does not feel that the rate of \$53.73 per day is sufficient to cover all of the costs associated with the handling of the SB 1145 prisoner.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

CACJ, State of Oregon, Multnomah County Finance, Multnomah County Budget, Local Public Safety Coordinating Council, County Counsel.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # **800897**

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached:

Amendment #

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-23</u> DATE <u>6/26/97</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
--	---	---

Department: SHERIFF'S OFFICE Division: FACILITIES Date: FEBRUARY 3, 1997

Contract Originator: Phone: Bldg/Room:

Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/228

Description of Contract: HOUSE OF SB 1145 OFFENDERS.

BID #: Date of RFP/BID: Exemption Expiration Date:

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

<p>Contractor Name: <u>STATE OF OREGON, DEPT OF CORRECTIONS</u></p> <p>Phone:</p> <p>Employer ID# or SS#:</p> <p>Effective Date: <u>JANUARY 1, 1997</u></p> <p>Termination Date: <u>JUNE 30, 1999</u></p> <p>Original Contract Amount: \$</p> <p>Total Amt of Previous Amendments: \$</p> <p>Amount of Amendment: \$</p> <p>Total Amount of Agreement: \$</p>	<p>Remittance Address (if different):</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: Date:

Purchasing Manager: Date:

(Class II Contracts Only)

County Counsel: Date: 6/24/97

County Chair/Sheriff: Date: 6/16/97

Contract Administration: Date:

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	156	050	9045			6060	(96-97)				
02	156	025	3911			6060	(97-98)				
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE STATE OF OREGON AND MULTNOMAH COUNTY

This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and MULTNOMAH County, and MULTNOMAH County Sheriff's Office, jointly with and behalf of MULTNOMAH County hereafter called COUNTY.

I. PURPOSE OF THE AGREEMENT AND DEFINITION OF TERMS

A. Purpose

Where as, after December 31, 1996, COUNTY cannot send offenders sentenced to 12 months or less to state prison pursuant to 1995 Oregon Laws Chapter 423.

Where as, DEPARTMENT has authority to enter into a contract pursuant to ORS 421.205 to 421.220.

Where as, COUNTY is in the process of developing adequate resources to manage these offenders locally, but at this time those resources are not available.

Now, therefore, this agreement serves to establish a program wherein DEPARTMENT agrees to house certain SB 1145 Offenders in DEPARTMENT facilities and perform necessary services to those offenders.

B. Definitions

SB 1145 Offender: As used this agreement means probationers, parolees and offenders on post-prison supervision whose supervision is revoked with or without a new criminal conviction for a period of 12 months or less and who are sentenced to the custody of the Sheriff of COUNTY and who have at least ~~thirty (30)~~ days left to serve on that sentence AND;

fourteen (14) Those individuals sentenced under Sentencing Guidelines to a term of 12 months or less in the custody of the Sheriff of COUNTY and who have at least thirty (30) days remaining to serve on their sentence(s).

II. AUTHORITY AND DURATION

A. Authority

This Agreement is entered pursuant to the provisions of ORS 190.110, 421.205 through 421.225.

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C. Administration of Agreement

Dan Noelle, Sheriff as its agent and
spokesperson.

III. SERVICES.

A. Description of Services

DEPARTMENT will manage and supervise all SB 1145 Offenders housed with DEPARTMENT pursuant to this agreement and provide reasonable and humane care and treatment. DEPARTMENT will provide for SB 1145 Offenders' physical needs, maintain proper supervision, discipline and control and retain these inmates in safe, supervised custody. DEPARTMENT has full control over custody level and programming.

DEPARTMENT will provide services under this agreement and will maintain and manage its facilities and services according to applicable federal and state constitutional requirements of law.

DEPARTMENT will provide the services described herein at Department facilities. Every effort will be made to assign offenders to the DEPARTMENT facility closest to the COUNTY consistent with offender risk classification and space availability. DEPARTMENT will make good faith efforts to transport SB 1145 offenders to DEPARTMENT facility closest to COUNTY prior to release. These facilities are referred to hereafter as DEPARTMENT facilities.

B. Medical Services

DEPARTMENT will provide all medical services, medication, equipment, surgical or nursing care as may be necessary to safeguard health of Revoked or Sentenced Offenders. The cost of any medical services, medication, equipment, surgical or nursing care will be the responsibility of the DEPARTMENT. If a SB 1145 offender is admitted to a hospital and remains under their care for more than 48 hours, the inmate may be

1 returned to COUNTY custody to provide necessary medical care. The cost
2 of any medical services, medication, equipment, surgical or nursing care
3 will be the responsibility of DEPARTMENT during the first 48 hours of off-
4 site care. After 48 hours of off site care, all additional costs of that off-site
5 care, including off site supervision costs, will become the responsibility of
6 COUNTY. ✓
7

8 **C. Discipline**
9

10 DEPARTMENT will have physical control of SB 1145 Offenders in its care
11 and custody and will exercise disciplinary authority over such SB 1145
12 Offenders. Such discipline will be administered according to applicable
13 Federal and State laws and constitutional requirements and
14 DEPARTMENT rules and procedures.
15

16 DEPARTMENT will document and record the findings of SB 1145 Offender
17 hearings where possible sanctions include loss of good time or punitive
18 segregation.
19

20 **D. Hearings**
21

22 DEPARTMENT will provide adequate on-site facilities for any hearings
23 required by authorities of COUNTY or the State of Oregon. Such hearings
24 may be held telephonically.
25

26 **E. Escape**
27

28 In the event a SB 1145 offender escapes from the custody of the
29 DEPARTMENT, the escape will be reported immediately to the COUNTY
30 and the Oregon State Police. The DEPARTMENT will have the primary
31 responsibility for and the authority to direct the pursuit and retaking of SB
32 1145 offenders. The DEPARTMENT will supply a copy of any disciplinary
33 reports or unusual incident reports regarding the escape to the COUNTY.
34

35 **F. Death of SB 1145 Offender**
36

- 37 1. In case of the death of a SB 1145 offender, the medical examiner,
38 coroner or other official having the duties of such officer will be
39 notified.
40
- 41 2. The DEPARTMENT will immediately notify the COUNTY of the
42 death of a SB 1145 offender and furnish information as requested.
43 The COUNTY is responsible for disposition, notification, and all cost
44 related to the death. The provisions of this paragraph will govern
45 only the relations between the COUNTY and the DEPARTMENT
46 and will not affect the liability of any relative or other person for the

1 disposition of the deceased or for any expenses connected
2 therewith.

3
4 **G. Responsibility for Legal Proceedings Involving the Custody of SB**
5 **1145 Offenders**

6
7 DEPARTMENT will defend any action or proceeding involving the custody
8 of any SB 1145 Offenders housed with the DEPARTMENT, including
9 without limitation challenges to conditions of confinement, operational
10 policies, treatment by staff, or other matters related to confinement at the
11 facility.

12
13 **H. Compensation and Reimbursement of Costs**

14
15 Under this Agreement, DEPARTMENT is renting to the COUNTY prison
16 bed spaces on a fixed rate per offender bed day utilized and
17 DEPARTMENT agrees to and provide prison beds necessary to house
18 these offenders at the fixed rate of \$53.73 (FIFTY-THREE DOLLARS AND
19 SEVENTY-THREE CENTS) per day for each bed utilized, which has been
20 determined to be DEPARTMENT'S average cost per day for institutional
21 operations in the 1995-1997 biennium.

22
23 DEPARTMENT will bill the COUNTY monthly for the bed days utilized the
24 prior month. All bills are due and payable within 30 days of receipt.
25 DEPARTMENT is entitled to no other payment or reimbursement for
26 providing services under this agreement except as provided under
27 paragraph *B MEDICAL CARE* of this agreement. Bed days will include day
28 of admission but not day of release.

29
30 **M. Records and Sentencing**

31
32 COUNTY will enter sentence data into the Corrections Information System
33 [CIS] including entry of a Structured Sanction Report if appropriate.
34 DEPARTMENT will provide COUNTY with information on classification,
35 programming and discipline while in DEPARTMENT facilities upon
36 request.

37
38 COUNTY shall be responsible for computing sentences of SB 1145
39 Offenders. COUNTY will provide DEPARTMENT with data and information
40 relating to sentence computation on an *AUTHORIZATION FOR*
41 *ADMISSION OF A COUNTY INMATE* form (attachment A to this
42 agreement) at time of offender admission to DEPARTMENT facility.

43
44 **N. Transportation**

45
46 COUNTY shall be responsible for transporting of offenders from the

COUNTY to the facility(ies) designated by DEPARTMENT to receive offenders under this agreement.

COUNTY shall be responsible for offender transportation back to the COUNTY upon discharge or when COUNTY requests offender return. Upon receipt of request for early return of offender or prior to discharge, DEPARTMENT will make a good faith effort to transfer offender to DEPARTMENT facility closest to COUNTY.

IV. OTHER TERMS

A. Indemnification:

To the extent permitted by Article XI, Section 7 of the Oregon Constitution, DEPARTMENT shall indemnify and hold harmless COUNTY and its officers, employees and agents from claims arising from:

Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of DEPARTMENT or DEPARTMENT's officers, employees, or agents; or

Failure of DEPARTMENT to perform or fulfill its responsibilities under this agreement or any law, through no fault of COUNTY.

To the extent permitted by Article XI, Section 10 of the Oregon Constitution, COUNTY shall indemnify and hold harmless DEPARTMENT and its officers, employees and agents from claims arising from:

Injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of COUNTY or COUNTY's officers, employees, or agents; or

Failure of COUNTY to perform or fulfill its responsibilities under this agreement or any law, through no fault of DEPARTMENT.

Each party's obligations under this section are subject to limitations imposed and ORS 30.060 to 30.300 and successor statutes. The provisions of this section are intended to allocate risk between COUNTY and DEPARTMENT. Nothing in this section is intended to confer any right to indemnity on any other person or entity or to waive any immunity under ORS 30.060 to 30.300 or successor statutes.

The obligation of the parties under this section will survive termination of this agreement.

1 **B. Termination**

2
3 This agreement may be terminated by written notice at any time from
4 COUNTY. Following written notice of intent to terminate, termination will
5 become effective the day after the day the last SB 1145 offender housed
6 by the DEPARTMENT pursuant to this agreement is returned to the
7 COUNTY. Termination of this contract will be without prejudice to any
8 obligations or liabilities of either party already accrued before such
9 termination.

10
11 In any case, this agreement will be terminated no later than sixty (60) days
12 after the COUNTY begins operation of the facility the COUNTY is
13 constructing or obtaining with funding provided by the state pursuant to SB
14 1145.

15
16 **C. Subcontracts and Assignment; Successors in Interest**

17
18 DEPARTMENT will not enter any subcontracts for any of the work
19 required by this contract, or assign or transfer any of its interest in this
20 contract, without the prior written consent of COUNTY. The provisions of
21 this contract will be binding upon and will inure to the benefit of the parties
22 hereto, and their respective successors and assigns, if any.

23
24 **D. No Third Party Beneficiaries**

25
26 DEPARTMENT and COUNTY are the only parties to this contract and are
27 the only parties entitled to enforce its terms. Nothing in this contract gives,
28 is intended to give, or will be construed to give or provide any benefit or
29 right, whether directly, indirectly or otherwise, to third persons unless such
30 third persons are individually identified by name herein and expressly
31 described as intended beneficiaries of the terms of this contract.

32
33 **E. Funds Available and Authorized**

34
35 DEPARTMENT will not be compensated for work performed under this
36 contract by any other Agency or department of the State of Oregon.
37 COUNTY has sufficient funds currently available and authorized for
38 expenditure to finance the costs of this contract within the COUNTY'S
39 budget.

40
41 **F. Compliance with Applicable Law**

42
43 DEPARTMENT WILL comply with all federal, state and local laws and
44 ordinances applicable to the work under this contract, including, without
45 limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and
46 279.555. Without limiting the generality of the foregoing, DEPARTMENT
47 expressly agrees to comply with: (I) Title VI of the Civil Rights Act of 1964;

(ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

G. Governing Law; Jurisdiction; Venue

This contract will be governed by and construed according to the laws of the State of Oregon without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the DEPARTMENT (and/or any other Agency or department of the State of Oregon) and the COUNTY that arises from or relates to this contract will be brought and conducted solely and exclusively within the Circuit Court of MULTNOMAH County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

H. Waiver

The failure of either party to enforce any provision of this contract will not constitute a waiver by that party of that or any other provision.

I. Execution and Counterparts

This contract may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

J. Merger

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained in this written agreement will be valid or binding. This agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

K. SB 1145 Offender Accounts

DEPARTMENT shall administer the accounts of SB 1145 offenders in its custody pursuant to this agreement in accordance with DEPARTMENT policies and procedures.

1
2 STATE OF OREGON
3 DEPARTMENT OF CORRECTIONS
4
5
6

7 David S. Cook, Director
8
9

10
11 Date
12

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS


Beverly Stein, Chair

June 26, 1997

Date

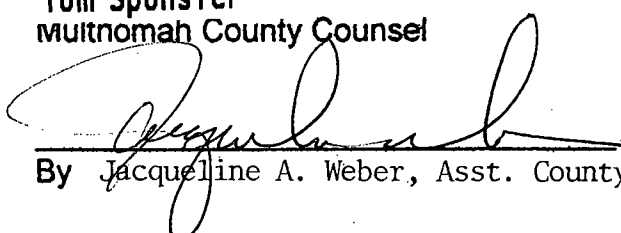
MULTNOMAH COUNTY SHERIFF


Dan Noelle, Sheriff

6/16/97
Date

REVIEWED

Tom Sponsler
multnomah County Counsel


By Jacqueline A. Weber, Asst. County Counsel

6/18/97
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-23 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

**Authorization For Admission of a SB1145 County Inmate
to the Department of Corrections**

Sending County: _____

Inmate: _____

SID #: _____

DOB: _____

Sentencing Information

County of Conviction	Case #	Count	Offense	Sentence Begin Date	Sentence Length	Release Date (earliest) *	CTS

Special needs/problems effecting housing assignment: _____

I certify that the above inmate has been sentenced to a term of incarceration under the supervisory authority of the county and in accordance with the agreement between the Department of Corrections and the county, request the Department of Corrections to provide housing for the inmate.

☐ Sentencing Order and Statement of Imprisonment attached

Supervisory Authority Signature

Date

Supervisory Authority (typed or printed)

- * Earliest possible release date, assuming inmate accrues all possible sentence reductions.

BUDGET MODIFICATION NO.

MC60 #5

(For Clerk's Use) Meeting Date

JUN 26 1997

Agenda No.

C-24

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting authorization to reclassify a Senior Office Assistant to a Purchasing Specialist 1.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

X

Personnel changes are shown in detail on the attached sheet

This budget modification will reclassify a Senior Office Assistant in the Sheriff's Equipment Unit. The position will be reclassified to a Purchasing Specialist 1, and will be retroactive to 4/17/96. This reclassification is a result of an analysis by our Employee Services Analyst. The reclassification will cost \$1,659. Funds will come from a reduction in the education and training line item.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:04
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Kaupre Baigun 6/15/97 Dan Nazzari 6/16/97
Robert H. Boast 6/26/97 S. Robertson 6/17/97

MC50#5

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

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
	Delete a Senior Office Assistant (6002)	(30,955)	(5,420)	(7,510)	0
Permanent	Add a Purchasing Specialist 1 (6112)	32,235	5,644	7,577	(43,885)
Permanent					45,456
	Add funds for retro for period prior to 7/1/9	72	12	4	0
					88
					0
					0
					0
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		1,352	236	71	1,659

MC50#5

BUDGET FY: _____

Revenue
Transaction R [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: 6/12/97

REQUESTED PLACEMENT DATE: NEXT AVAILABLE DATE IN FY 96-97

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO RECLASSIFY 1
SENIOR OFFICE ASSISTANT TO A PURCHASING SPECIALIST 1

I. Recommendation/Action Requested:

Request Board to approve the reclassification of 1 Senior Office Assistant position to a Purchasing Specialist 1 to match the duties the position is assigned.

II. Background/Analysis:

Growth within the Sheriff's Office has seen an increase in the need for the procurement of supplies and equipment in order to operate efficiently. Currently, the procurement process is staffed by a Senior Office Assistant. As job responsibilities increased, a position reclassification was requested by the employee by the Multnomah County Personnel Division. The Personnel Division recommended a job classification of Purchasing Specialist 1.

III. Financial Impact:

This reclassification is retroactive to April 17, 1996. The cost of the reclass will be \$1,659. Funds will come from a reduction in the training line item.

IV. Legal Issues:

None Known

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Multnomah County Personnel Division

BUDGET MODIFICATION NO.

MC50 #6

(For Clerk's Use) Meeting Date JUN 26 1997

Agenda No. C-25

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting authorization to reclassify a Deputy Sheriff to a Scientific Investigator

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This modification will reclassify a Deputy Sheriff to a Scientific Investigator effective 6/3/95. The reclassification will cost \$7,190. Funds will come from the education and training line item in the Enforcement Division.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Larry Aab

Date

6/15/97

Department Director

Dan N...

Date

6/12/97

Plan/Budget Analyst

Karyne Dargun

Date

6/15/97

Employee Services

S. Robertson

Date

6/17/97

Board Approval

DEBORAH L. Bouster

Date

6/26/97

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:03
MULTNOMAH COUNTY
OREGON

MC50#6

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

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

BUDMOD1

MC50 #6

BUDGET FY: _____ AS _____

Revenue
Transaction R [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: 6/12/97

REQUESTED PLACEMENT DATE: NEXT AVAILABLE DATE IN FY 96-97

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO RECLASSIFY 1
DEPUTY SHERIFF POSITION TO SCIENTIFIC INVESTIGATOR

I. Recommendation/Action Requested:

Request Board to approve the reclassification of 1 Deputy Sheriff position to Scientific Investigator to match the duties the position is assigned.

II. Background/Analysis:

A Scientific Investigator is involved in the processing of crime scenes for the discovery, collection, preservation, and maintenance of the chain of custody for physical evidence. This position requires a higher degree of technical skills than a deputy sheriff position. This budget modification will take one deputy sheriff position assigned to the Detective Unit and reclassify that position to Scientific Investigator. The position reclassification was employee requested and audited by the Multnomah County Personnel Division.

III. Financial Impact:

This reclassification is retroactive to June 3, 1995. The cost of the reclass will be \$7,190. Annualized costs for the position will be 3,669. Funds will come from Detective Unit Travel and Training.

IV. Legal Issues:

None Known

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Multnomah County Personnel Division

BUDGET MODIFICATION NO.

MCSO #9

(For Clerk's Use) Meeting Date JUN 26 1997

Agenda No. C-26

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda).

Budget modification requesting authorization to reclassify a MCSO Office Operations Supervisor to a Sheriff's Operations Administrator.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This modification will reclassify a MCSO Office Operations Supervisor to a Sheriff's Operations Administrator effective 7/3/96. There will be no change in the salary amount.

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:03
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$ _____

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

MCSO #9

5. ANNUALIZED PERSONNEL CHANGES

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(1)	MCSO OFFICE OPERATIONS SUPR (9714)	(45,746)	(8,010)	(5,139)	(58,895)
1	SHERIFF'S OPERATIONS ADMIN (9743)	45,746	8,010	5,139	58,895
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
Same as above					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		0	0	0	0

MC50 #9

Transaction E [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

Revenue
Transaction R [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, 
Sheriff

TODAY'S DATE: 6/12/97

REQUESTED PLACEMENT DATE: NEXT AVAILABLE DATE IN FY 96-97

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO RECLASSIFY AN
OFFICE OPERATIONS SUPERVISOR TO A SHERIFF'S OPERATIONS
ADMINISTRATOR

I. Recommendation/Action Requested:

Request Board approval to reclassify an Office Operations Supervisor to a Sheriff's Operations Administrator.

II. Background/Analysis:

This reclassification is a part of the merger of Law Enforcement and Corrections Records. The Law Enforcement Records Unit Manager was classified as an Office Operations Supervisor. Supervision of the Corrections Records function is performed by Sheriff's Operations Administrators. This reclassification standardizes the employee with the other supervisors in the unit. County personnel has examined and approved the reclassification.

III. Financial Impact:

This Office Operations Supervisor and Sheriff's Operations Administrator have similar pay ranges. Therefore, the modification is budget neutral.

IV. Legal Issues:

None known.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Multnomah County Personnel Division

MEETING DATE: JUN 26 1997

AGENDA #: C-27

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of Legacy/CARES Contract

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 6/26/97 Consent Calendar

AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney

DIVISION: Family Justice

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Renewal of the contract between Multnomah County District Attorney's Office and Legacy Emanuel Hospital and Health Center doing business as CARES to serve as the Regional Child Abuse Assessment Center.

7/1/97 originals to Lisa Moore

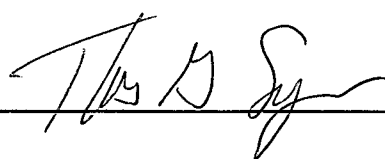
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 AM 11:56
MULTNOMAH COUNTY
OREGON

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: June 17, 1997

REQUESTED PLACEMENT DATE: June 26, 1997 Consent Calendar

RE: CAMI INTERGOVERNMENTAL AGREEMENTS AND CONTRACT FOR 1997

I. Recommendation/Action Requested:
Approval

II. Background/Analysis:
The CAMI program is comprised of a multi-disciplinary child abuse intervention team with participants from Services to Children and Families, Multnomah County District Attorney's office, Legacy Emanuel CARES Tri-County Assessment Center, Portland Police Bureau, Oregon State Police, and the Gresham Police Bureau. Approval of renewed contract with Legacy/Emanuel Hospital and Health Center doing business as CARES is requested.

III. Financial Impact:
The District Attorney's office will pay CARES \$255,330 to serve as the Regional Child Abuse Assessment Center, respond to child abuse referrals, and conduct child abuse assessments.

IV. Legal Issues:
This program was formed under ORS 418.747.

V. Controversial Issues:
None

VI. Link to Current County Policies:
Multnomah County's Urgent Benchmark to Reduce Child Abuse is furthered through the CAMI program, and is directly linked to the District Attorney's MDT Unit.

VIII. Other Government Participation:
Services to Children and Families, Portland Police Bureau, Oregon State Police, and the Gresham Police Bureau, are participating in the CAMI program.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒

Contract # 700055

XPrior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached: ☐

Amendment # 2

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input checked="" 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 type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-27</u> DATE <u>6/26/97</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: District Attorney Division: Family Justice Date: 5/14/97

Contract Originator: Lisa Moore Phone: 248-3133 Bldg/Room: 101/600

Administrative Contact: same as above Phone: _____ Bldg/Room: _____

Description of Contract: This provides funding to the Legacy/Emanuel CARES Program for regional child abuse assessments as provided through the CAMI Grant.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWB ☐ JESB ☐ JQRF ☐ JN/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Legacy/Emanuel Hospital & Health Center</u></p> <p>Mailing Address: <u>2801 N. Gantenbein</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97227</u></p> <p>Phone: _____</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>1/1/95</u></p> <p>Termination Date: <u>12/31/97</u></p> <p>Original Contract Amount: \$ <u>157,500</u></p> <p>Total Amt of Previous Amendments: \$ <u>238,500</u></p> <p>Amount of Amendment: \$ <u>255,330</u></p> <p>Total Amount of Agreement: \$ <u>654,438</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule/Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>63,832.50</u> quarterly <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: <u>[Signature]</u>	Date: <u>6-13-97</u>
Purchasing Manager: _____	Date: _____
County Counsel: <u>[Signature]</u>	Date: <u>6/17/97</u>
County Chair/Sheriff: <u>[Signature]</u>	Date: <u>June 26, 1997</u>
Contract Administration: _____	Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			6060			Pass-through	\$255,330	yes
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between Multnomah County, acting by the through its District Attorney's Office, hereafter called COUNTY, and Legacy/Emanuel Hospital and Health Center doing business as CARES, hereafter called CONTRACTOR.

THE PARTIES AGREE:

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

- A. Serve as the Regional Child Abuse Center
- B. Respond to child abuse referrals
- C. Conduct child abuse assessments

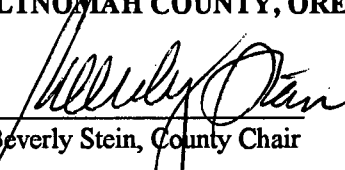
2. COMPENSATION.

The County agrees to pay Contractor a maximum of \$255,330 in four quarterly payments of \$63,832.50 each for performance of those services provided hereunder.

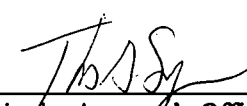
3. TERM. The CONTRACTOR 's services will begin 1/1/97 and terminate when completed by 12/31/97.

4. CONTRACT DOCUMENTS. This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, County Chair

Date: June 26, 1997

By 
District Attorney's Office

Date: 6-13-97

CONTRACTOR

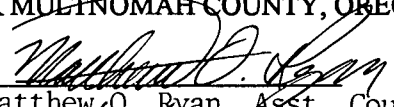
By _____

Date: _____

Contractor's ID NO. _____

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Asst. County Counsel

Date: 6/17/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-27 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

CONDITIONS OF PERSONAL SERVICES CONTRACT

The attached contract for services between Multnomah County, County herein, and Legacy/Emanuel Hospital & Health Center doing business as CARES Contractor herein, is subject to the following:

GENERAL CONDITIONS

1. Independent Contractor Status - Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of the County. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for service
2. Subcontracts and Assignment - Contractor shall neither subcontract with others for any of the services prescribed herein nor assign any of Contractor's rights acquired hereunder without the prior written consent of County. The County is not liable to any third person for payment of any compensation payable to Contractor as provided in this agreement.
3. Access to Records - The County's authorized representatives shall have access to the books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
4. Ownership of Work Product - All work products of the Contractor which result from this contract are the property of Legacy/Emanuel Hospital & Health Center dba CARES, and shall remain in their custody in accordance with all applicable Oregon Statutes, rules, and regulations.
5. Workers' Compensation Insurance -
 - A. Contractor shall maintain workers' compensation insurance coverage for all non-exempt workers employed by Contractor in the performance of the work, either as a carrier of self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current workers' compensation insurance, or a copy thereof is attached to this agreement as Exhibit A.
 - B. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current workers' compensation insurance coverage as described in subparagraph A. above.
 - C. If Contractor's workers' compensation insurance coverage is due to expire before completion of the work, Contractor will renew or replace such insurance coverage and provide County with a certificate of insurance coverage showing compliance with this section.
6. Indemnification -
 - A. If Contractor is insured against claims for professional errors and omissions under a professional liability insurance policy, to the extent Contractor is covered under such policy, Contractor shall defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from Contractor's sole negligence in performance of professional services under this agreement, without regard to any monetary limits of such policy of insurance.
 - B. As to any other claim of liability, other than above described, Contractor shall defend, indemnify, and save harmless the County, its officers, agents and employees from all claims, suits or actions for personal injury, including death, or property damage resulting or arising out of the activities of the Contractor or Contractor's subcontractors, agents or employees under this agreement.
7. Early Termination -
 - A. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
 - B. The County, by written notice of default, may terminate this agreement if Contractor fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
 - C. Upon termination before completion of the services, payment to Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against County under this agreement.
 - D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or liability of Contractor or County which accrued prior to termination.
8. Adherence to Law - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
9. Non-Discrimination - Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes.

MEETING DATE: JUN 26 1997

AGENDA # :

R-2

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation Honoring Retiring and Laid Off Multnomah County Employees

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: Thursday June 26, 1997

AMOUNT OF TIME NEEDED: 5-10 Minutes

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Maria Rojo de Steffey

TELEPHONE #: 248-3955

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein, Board of Commissioners

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Proclamation Honoring Retiring and Laid Off Multnomah County Employees

426/97 Copies to BOARD: 11/19/97 ODEGAARD

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

Beverly Stein

(OR)

DEPARTMENT

MANAGER:

BOARD OF
COUNTY COMMISSIONERS
97 JUN 17 PM 5:45
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Honoring Retiring and Laid Off)
Multnomah County Employees)

PROCLAMATION 97-123

WHEREAS, Multnomah County recognizes that its goal of providing excellent customer service is not attainable without a diverse and competent workforce; and

WHEREAS, Multnomah County is proud of all its employees and applauds their commitment, innovation and hard work on behalf of the citizen of Multnomah Count; and

WHEREAS, Multnomah County employees are characterized by their intense customer focus and dedication to a common set of organizational values; and

WHEREAS, Multnomah County values the skills, accountability, knowledge and common sense of its employees; and

WHEREAS, Multnomah County employees have responded to periodic budget crises, lay offs, cuts in innovative programs, and climates of political uncertainty with competence, integrity and creative thinking; and

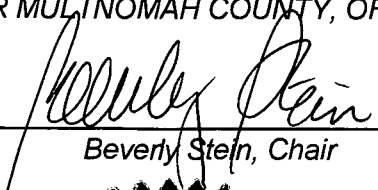
WHEREAS, Multnomah County appreciates the efforts of employees who through their years of public service have touched and enriched the lives of many people; and

WHEREAS, due to budget cuts, some Multnomah County employees are taking voluntary retirement and some are being laid off.

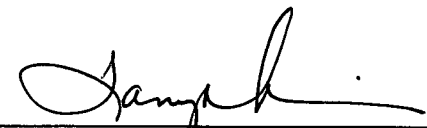
NOW, THEREFORE, the Board of County Commissioners honors retiring and laid off Multnomah County Employees and thanks them for all their contributions to Multnomah County and all its citizens.

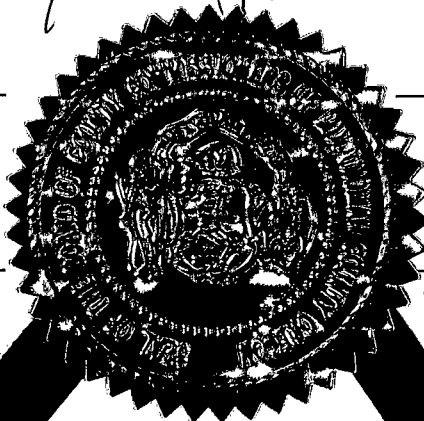
APPROVED this 26th day of June, 1997.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

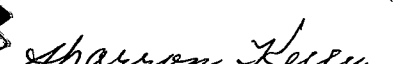

Beverly Stein, Chair


Commissioner Dan Saltzman


Commissioner Tanya Collier




Commissioner Gary Hansen


Commissioner Sharron Kelley

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Honoring Retiring and Laid Off) PROCLAMATION
Multnomah County Employees) 97-123

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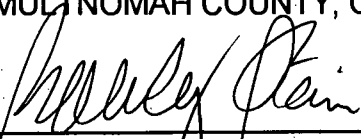
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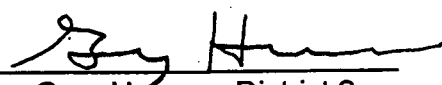
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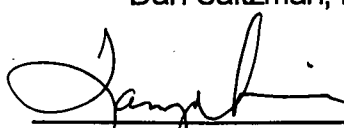
APPROVED this 26th day of June, 1997.

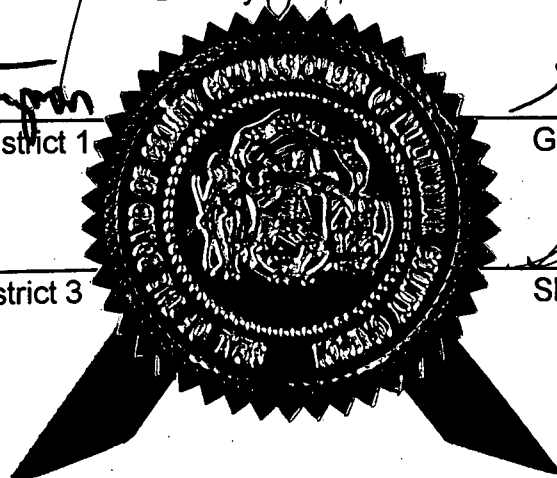
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

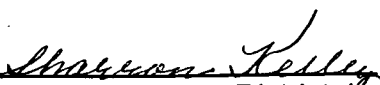

Beverly Stein, Chair


Dan Saltzman, District 1


Gary Hansen, District 2


Tanya Collier, District 3




Sharron Kelley, District 4

MEETING DATE: JUN 26 1997
AGENDA NO: R-3
ESTIMATED START TIME: 9:35am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: TCI Franchise Agreement Renewal

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 26, 1997
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Commissioner Saltzman DIVISION: _____

CONTACT: Cameron Vaughan-Tyler TELEPHONE #: 248-5220
BLDG/ROOM #: 106-1500

PERSON(S) MAKING PRESENTATION: Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

TCI Franchise Agreement Renewal Resolution

7/1/97 ORIGINAL TO BRAD NOSLER
FOR TCI execution
7/20/97 copy of fully executed Agreement
TO STEVE GREEN in CONTRACTS
SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Saltzman
(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 18 PM 12:22

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

TO: Board of County Commissioners

FROM: Dan Saltzman, County Commissioner
Katie Gaetjens, Assistant County Counsel

TODAY'S DATE: June 16, 1997

REQUESTED PLACEMENT: June 26, 1997

RE: Resolution

I. Recommendation/Action Requested:

To approve Resolution in order to renew the cable services franchise agreement between TCI and Multnomah County from July 1, 1997 to July 1, 2005.

II. Background/Analysis:

On June 25, 1987, Multnomah County entered into a franchise agreement with TCI of Oregon, Inc., which serves areas of unincorporated County west of the Willamette River. The franchise was extended by the Commission through July 31, 1997, to permit Multnomah County, the Mt. Hood Cable Regulatory Commission (MHCRC) and TCI to complete negotiations.

The MHCRC, County Counsel, and TCI have forwarded to the Commission a franchise agreed to and recommended for approval by these parties.

The MHCRC believes that the proposed franchise will result in increased public benefits for citizens, and an improved level of service for subscribers in the unincorporated areas of Multnomah County west of the Willamette River. The County will also benefit by entering into a franchise agreement which accords with current federal laws in an environment where technology changes will greatly affect our communications and our communities over the next decade.

The proposed franchise represents the culmination of the "informal" franchise renewal process between the MHCRC and TCI. Ascertaining the community's future communication technology needs and interests, and developing this proposed franchise agreement in accordance with complex and changing federal legal requirements, has consumed nearly one year of public outreach and hearings, MHCRC discussion, and negotiations between TCI and MHCRC and County representatives.

In addition to the attached **Summary of the Proposed Franchise**, the following are a couple of issues worth highlighting:

Term: The eight-year franchise term places the County's franchise on the same timeline

as the City of Portland's franchise with TCI for the City's westside. This should benefit the County when the franchises are renewed, in that the small County subscriber base (about 1,100) will be considered along with Portland's base (about 30,000). TCI would be more inclined to provide greater public benefits to a larger subscriber base than one of only 1,100 subscribers.

Service to Schools: TCI currently provides free installation and monthly service to all public schools in its service areas and this provision is not required in the current Multnomah County/TCI franchise, although it is required in the County's franchise agreement for the eastside. TCI desired to continue its school service but believed a franchise requirement would diminish the value of the contribution TCI is making to the community. TCI has submitted a letter to the Riverdale School District (the only district with schools in the Multnomah County/TCI service area) which states TCI's ongoing commitment to providing free service to schools.

Live Origination: The only substantive issue raised during the MHCRC's public hearing on June 2 was the cost of providing a live programming origination site at Riverdale School and the drain it might have on the PEG access funds. Since the funds to provide this capability would be deducted from the 3% PEG access funds, the commentor was concerned that the installation of a live programming site at Riverdale might use all the funds available and therefore no funds would remain for equipment and other capital needs. Subsequently, TCI provided the MHCRC with a written cost estimate of about \$10,000 for the live programming site at Riverdale. The PEG funds are estimated to generate about \$14,000 in FY1997-98 alone, and will, most likely, generate at least that amount every year for the eight-year franchise term.

The MHCRC is proud to bring this franchise agreement forward for consideration by the County Commission. The franchise lends stability to an unstable extrinsic legal environment (challenges and rulings regarding the 1995 Telecommunications Act have just begun), while allowing flexibility in public benefits to respond to changes in technology over the next decade.

III. Financial Impact:

Franchise Fee:

The County will continue to receive franchise fees from TCI based on 5% of its gross revenues in exchange for TCI's use of the public right of way.

PEG Access Capital Funding: *Status quo: no PEG funding requirements*

The County will receive an amount equal to \$1 per subscriber, per month, in addition to franchise fees, to be paid by TCI, dedicated to funding capital costs for public, educational and government (PEG) access use of cable system: estimated at \$14,000 in 1998 for the Multnomah County franchise area.

Under current federal rate regulation rules, TCI is allowed to externalize the “PEG fee” to subscribers in their basic service rates. Therefore, if the fee is approved in a renewed franchise agreement, TCI will, most likely, increase basic rates by \$1 and itemize the increase on bills as a “PEG fee.”

IV. Legal Issues:

None

V. Controversial Issues:

None. MHCRC and County representatives and TCI have reached agreement on the franchise as proposed.

VI. Link to Current County Policy:

The proposed franchise agreement is consistent with County policy.

VII. Citizen Participation:

There has been extensive citizen participation efforts for the franchise renewal, including: two focus groups held in the Dunthorpe area at Riverdale School and in the Sylvan area as part of a neighborhood association meeting; several contacts with the Riverdale School District; and a public hearing conducted by MHCRC soliciting comments on the proposed franchise.

VIII. Other Government Participation:

No other governments are affected.

SUMMARY OF PROPOSED TCI FRANCHISE AGREEMENT FOR WEST MULTNOMAH COUNTY

Based on MHCRC Staff Recommendations

This summary includes cable-related requirements of a franchise agreement with TCI recommended by the Mt. Hood Cable Regulatory Commission staff. There are other provisions included in the proposed franchise that are not described here which are generic to all franchises issued by the County, such as construction requirements for County streets and liability insurance. The information provided under "status quo" refers to the current franchise agreement. For additional information, please contact Julie S. Omelchuck, 823-5385.

Franchise Term: Effective Date: July 1, 1997
Expiration date: June 31, 2005 (8 years)
Status quo: 10-year term

Franchise Fee: 5% of Gross Revenues
Status quo: same

Residential System: Minimum 450 MHZ: approximately 62 channels
Status quo: no minimum requirement

Technology Re-Opener: The cable system which serves Multnomah County will be upgraded at the same time as the system serving the City of Portland. The City has the option to require an upgrade beginning in year 2002 if a technology assessment determines that TCI is not providing state-of-the-art services.
Status quo: no re-opener

Service Standards: People requesting service who have less than a 200-foot installation will receive service within 60 days of their request. For those who don't meet the standard installation criteria (125 ft. from the cable system), a cost-sharing formula for an installation is available.
Status quo: similar except no 60-day requirement

Customer Service: TCI would be required to meet customer service standards as required by the County. The County may update its standards at any time as necessary.
Status quo: minimal standards with no ability to update

Programming Categories: Programming categories include: Educational; news and information; sports; children/family-oriented; arts, cultural and performing arts; foreign languages; science and documentary; weather; programming addressed to diverse ethnic and minority interests in the County; and national, and state and local government affairs.
Status quo: no requirements. Note: Under federal law, local governments may only negotiate broad categories of programming (ie. National, state and local government affairs) as opposed to specific programming services (ie. C-SPAN2).

PEG Access: *Status quo: no local community access requirements*

Channels: 5 current channels: 2 public, 2 education and 1 government.

Availability: All access channels will be included in the lowest-cost service tier or package of services.

Channel Distribution: When system is upgraded, capability for programming to be individually cablecast to the Riverdale and Portland school district boundaries.

Live Programming : Ability to originate programming from sites on westside within the County funded by the PEG access capital funds (see below).

Technology Changes: TCI will provide necessary technical assistance and capabilities in the event of changes in technology.

PEG Access Capital Funding: *Status quo: no funding requirements*

An amount equal to \$1 per subscriber, per month, in addition to franchise fees, to be paid by TCI dedicated to funding capital costs for public, educational and government (PEG) access use of cable system: estimated at \$14,000 in 1998 for the Multnomah County franchise area.

NOTE: Federal law currently prohibits franchising authorities from requiring payment of funds for ongoing operational costs for PEG access. In addition, under current rate regulation rules, TCI is allowed to externalize the "PEG fee" to subscribers in their basic service rates. Therefore, if the fee is approved in a renewed franchise agreement, TCI will, most likely, increase basic rates by \$1 and itemize the increase on bills as a "PEG fee."

Interconnection: *Status quo: no interconnect requirements*

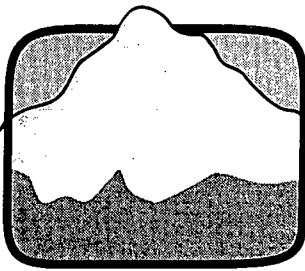
Interconnection with Oregon Ed-Net to allow shared programming and Ed-Net up-link sites throughout Multnomah County.

Interconnection with all area cable systems to create an area-wide network.

Technical Performance: TCI must meet all FCC technical standards and testing programs. TCI must maintain emergency alert and override systems.
Status quo: similar technical requirements; no emergency alert requirements

Reporting: TCI will submit an annual compliance report and quarterly and year-end financial statements.
Status quo: similar reporting requirements

Enforcement: The County may impose financial penalties, terminate the franchise or reduce the franchise term for material violations of the franchise requirements.
Status quo: only option is to terminate franchise for material violations



MT. HOOD CABLE REGULATORY COMMISSION

1211 SW Fifth Avenue, Room 1160 • Portland, OR 97204-3711

Phone: (503) 823- 5385 • Fax: (503) 823-5370

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village

June 20, 1997

TO: City of Portland, attn. Cay Kershner, Council Clerk
Multnomah County, attn., Deb Bogstad, County Recorder

FROM: David C. Olson, Director *David C. Olson*

SUBJ: Discretionary Review of TCI rate order

BOARD OF
COUNTY COMMISSIONERS
97 JUN 20 PM 3:26
MULTNOMAH COUNTY
OREGON

Right to Jurisdictional Review

Under the Intergovernmental Agreement (IGA) creating the Mt. Hood Cable Regulatory Communications Commission ("Commission"), certain actions of the Commission are subject to "Discretionary Review" by the governing body of affected member jurisdictions. Actions subject to discretionary review include any final decision to "regulate, establish, or approve" any cable company rate or charge.

Commission Action

On June 16, 1997, the Commission unanimously passed Orders No. 97-3 (attached) which established basic cable service rates of TCI Cable in TCI's Portland and Multnomah franchise areas, and equipment and installation rates in TCI's Portland, Multnomah, and Hayden Island franchise areas..

Discretionary Review Process

Under the IGA, upon filing with the Recorder of each affected jurisdiction, the jurisdiction has up to 30 days to notify the Commission of its intent to exercise review authority. If the Commission receives such a review notice, the Commission will notify all affected jurisdictions within 10 days. If a majority of the affected jurisdictions acts within 60 days to overturn the Commission's final decision, then the matter shall be returned to the Commission for further proceedings as directed by the affected jurisdictions.

Commission review and authority

The enclosed TCI rate order was made final by unanimous Commission action following a lengthy review process which included extensive legal and financial analysis. The Commission continues to exercise rate regulation authority on behalf of the City of Portland and Multnomah County under the IGA, pursuant to applicable federal rules. Authority to conduct rate regulation pursuant to federal rules was specifically delegated to the Commission by each Jurisdiction under the IGA. TCI has the right to appeal Commission rate orders to the Federal Communications Commission in Washington, D.C.

Further information or questions?

Please contact David Olson (823-5290 direct) for further information or discussion.

Enclosure: Order No. 97-3

xc (w/o encl): Cable Commission, Ben Walters (legal counsel), TCI (Bill Tierney)

Before the
Mt. Hood Cable Regulatory Commission
1211 SW Fifth #1160
Portland, OR 97204

In the matter of basic cable)	Order No. 97-3
service and associated equipment)	
and installation charges of TCI)	Passed: June 16, 1997
within TCI's west Portland and)	
west Multnomah franchise areas; and)	
equipment and installation charges)	
within TCI's Hayden Island)	
franchise area; as of June 1, 1997)	

Section 1. Findings.

- 1.1 Authority. The Mt. Hood Cable Regulatory Commission ("Commission" or "MHCRC") was created by intergovernmental agreement to carry out cable regulation and administration on behalf of Multnomah County and the cities of Portland, Gresham, Troutdale, Fairview, and Wood Village ("the Jurisdictions"). Each of the Jurisdictions is a franchising authority within the meaning of the Cable Television Consumer Protection and Competition Act of 1992 ("1992 Cable Act"). Each of the Jurisdictions has authorized the Commission to conduct rate regulation on its behalf, and the Commission has duly filed a written joint certification on behalf of the Jurisdictions with the Federal Communications Commission ("FCC"), as authorized by Commission Resolution No. 93-2. The Commission on June 14, 1993 adopted rules to administer rate regulation proceedings in accordance with FCC Rules.
- 1.2 Certification and Regulation under FCC Rules. The Commission was certified by the FCC as of October 2, 1993 ("initial date of regulation") to regulate rates for the basic service tier and associated equipment in accordance with FCC Rules as set forth in 47 C.F.R., Subpart N, §§76.900 - 985 ("FCC Rules"). The Commission is charged with determining if proposed cable operator rates are consistent with applicable FCC Rules.
- 1.3 Review of proposed rates. In accordance with FCC Rules, the Commission is undertaking review of proposed basic cable service rates and associated equipment and installation charges of TCI Cablevision of Oregon, Inc. ("TCI/Oregon" or "TCI") for TCI/Oregon's west Portland and west Multnomah franchise areas (FCC Community Unit ID Numbers OR 0004 and OR 0369), and review of equipment and installation charges of TCI of Southern Washington ("TCI/Washington" or "TCI") for TCI/Washington's Hayden Island franchise area (FCC Community Unit ID Number OR 0363). A copy of TCI/Oregon's proposed rate cards and channel lineups for its respective

franchise areas, dated April 4, 1997, is attached to this order as Exhibit A. A copy of TCI/Washington's rate card detailing equipment and installation charges is attached hereto as Exhibit B.

- 1.4 Commission review under annual rate adjustment process. TCI has elected to use an annual rate adjustment methodology, utilizing FCC Form 1240. On March 1, 1997, TCI/Oregon submitted FCC Forms 1240 and Forms 1205 to justify TCI/Oregon's proposed basic service, equipment and installation charges in TCI/Oregon's west Portland and west Multnomah franchise areas, which TCI/Oregon proposed to become effective on or after June 1, 1997. On March 1, 1997, TCI/Washington submitted FCC Form 1240 and Form 1205 to justify TCI/Washington's proposed equipment and installation charges in TCI/Washington's Hayden Island franchise area, which TCI/Washington proposed to become effective on or after June 1, 1997. The rates for equipment and installation charges of TCI/Oregon and TCI/Washington are the same, and are based on the same assumptions and calculations. Under FCC Rules governing the annual rate adjustment process, the Commission no longer needs to issue a tolling order or accounting order to provide adequate time for review.
- 1.5 Information submissions. On March 12, 1997, Commission staff wrote to the Director of Regulatory Affairs (responsible for the rate filings) of TCI West, Inc. ("TCI West" or "TCI"), requesting further information. Among other things, staff requested further detail on programming costs, "forced" relocate costs, clarification on maintenance facilities, identification of amounts related to "amortization of unfunded deferred taxes," information on converter and trap types and costs, other workpapers and calculation worksheets related to TCI's equipment and installation costs, and information concerning the status of TCI's inside wire maintenance program. TCI replied to Commission staff by letter dated March 31, 1997, and submitted additional information in response to requests for clarification from the Commission's financial counsel KFA Services ("KFA"), as set forth in letters from KFA to TCI dated April 7, 1997 and April 29, 1997.
- 1.6 Staff and financial counsel review. The information provided by TCI has been reviewed by Commission staff and KFA. On May 16, 1997, KFA wrote a letter to Commission staff containing KFA's conclusions and recommendations regarding TCI's filings. A copy of the letter is attached as Exhibit C. Commission staff and KFA have identified certain issues pertinent to the Commission's determination.
- 1.7 Consideration of views of interested parties. Prior to arriving at a final determination on this matter, the Commission has provided TCI an opportunity to present written and oral comments at a public meeting of the Commission's Regulation Standing Committee (June 9, 1997), and a public

meeting of the full Commission (June 16, 1997).

- 1.8 Basic tier rates. After consideration of information submitted by staff, financial counsel, and TCI, the Commission finds as follows regarding TCI/Oregon's basic cable service tier rates:

- A. As more fully described in KFA's letter (Exhibit C), TCI/Oregon's methods for computing the basic service tier rates using FCC Form 1240 as filed with the Commission do not fully comply with FCC rules, procedures, and concepts, as follows:
 - (1) TCI/Oregon, in its West Portland franchise area Form 1240, has improperly treated certain external costs incurred to relocate overhead wiring to underground wiring.
- B. Effective June 1, 1997, the maximum permitted rate, excluding franchise fee expenses, but including all other federal, state, and local fee, tax, and franchise requirement expenses, including FCC regulatory fees, for TCI/Oregon's basic service tier in west Portland is \$10.86; and in west Multnomah County is \$11.57.
- C. TCI/Oregon on June 1, 1997, based on rates filed with the Commission (Exhibit A), has chosen to implement an actual rate in its west Portland franchise area for the basic service tier of \$10.99, excluding franchise fees but including all other federal, state, and local fee, tax, and franchise requirement expenses, including FCC regulatory fees. TCI/Oregon on June 1, 1997, based on rates filed with the Commission (Exhibit A), has chosen to implement an actual rate in its west Multnomah County franchise area for the basic service tier of \$10.99, excluding franchise fees, but including all other federal, state, and local fee, tax, and franchise requirement expenses, including FCC regulatory fees.
- D. TCI/Oregon's proposed actual basic service tier rate in TCI/Oregon's west Portland franchise area as filed (Exhibit A) is greater than the maximum permitted rate. TCI/Oregon's proposed actual basic service tier rate in TCI/Oregon's west Multnomah County franchise area as filed (Exhibit A) is less than the maximum permitted rate.

- 1.9 Equipment and installation charges. After consideration of information submitted by staff, KFA and TCI, the Commission finds as follows regarding TCI's equipment rates and installation charges used to receive the basic service tier:

- A. As more fully described in KFA's letter (Exhibit C), TCI's methods for computing equipment and installation charges using FCC Form 1205 as

filed with the Commission staff do not fully comply with FCC Rules, procedures and concepts, as follows:

- (1) TCI has improperly included certain insurance costs in the costs of equipment and installation;
 - (2) TCI has improperly included the costs of traps in the costs of converters;
 - (3) TCI has improperly included "amortization of unfunded deferred taxes" as though it were an allowable asset depreciation expense;
 - (4) TCI has improperly included the costs of disconnects, converter retrievals, and tap audits in the costs of equipment and installation; and
 - (5) TCI has failed to identify and justify the rate for TCI's inside wiring maintenance program as a regulated rate.
- B. The Commission, with information provided by TCI, has sufficient data to proceed with an order, based on current FCC Rules, regarding TCI's equipment and installation charges.
- C. Equipment and installation charges are the same in TCI's west Portland, west Multnomah County, and Hayden Island franchise areas.
- D. The maximum permitted rates, effective June 1, 1997, excluding franchise fees, but including all other federal, state, and local fee and tax expenses, for TCI's equipment and installation charges, and TCI's proposed maximum permitted rates, and selected actual rates, are as follows:

Equipment and Installation Charges (Portland, Multnomah and Hayden Island systems)	TCI - proposed Maximum Permitted rate as of 6/1/97	TCI - proposed actual rate as of 6/1/97	MHCRC Maximum Permitted rate as of 6/1/97
Converter - Basic Only Subscriber - Monthly	\$2.27	\$1.50	\$1.54
Converter - All Others - Monthly	\$3.54	\$3.00	\$2.78

Remote - Monthly	\$.35	\$.30	\$.32
Install of Unwired Home	\$47.30	\$44.95	\$37.55
Install of Prewired Home	\$26.62	\$24.95	\$21.14
Install of Additional Outlet at Time of Initial Install	\$14.31	\$12.50	\$11.36
Install of Additional Outlet requiring separate Install	\$22.43	\$18.75	\$17.80
Relocate Outlet (separate trip)	\$22.28	\$18.75	\$17.69
VCR Connect (separate trip)	\$14.82	\$12.95	\$11.77
VCR Connect (at time of initial install)	\$7.52	\$6.95	\$5.97
Service Tier Change/Upgrade (non-addressable - trip required)	\$14.37	\$12.95	\$11.41
Service Tier Downgrade (non-addressable - trip required)	\$7.55	\$6.95	\$5.99
Service Tier Change (no trip required)	\$1.99	\$1.99	\$1.99
Hourly Service Charge - non-standard connection	\$30.18	\$29.00	\$23.96
Inside Wire Maintenance Program (Monthly)*	NA	\$.49	\$.07

*not offered on Hayden Island

NOW, THEREFORE IT IS ORDERED:

Section 2.

- 2.1 Basic Tier Rates.** Based on Commission findings, the Commission accepts the Basic Service tier rates for TCI's West Multnomah system, and identifies a reduction in basic service tier rates for TCI's West Portland system as follows:

Basic Service Tier - Monthly Effective June 1, 1997	MHCRC Maximum Permitted rate	TCI proposed Actual Rate	Required Reduction
Portland	\$10.86	\$10.99	\$.13
Multnomah	\$11.57	\$10.99	None

2.2 Equipment and installation charges. Based on the Commission's findings, the Commission accepts those actual TCI rates set forth in § 1.9 and below which are at or below the maximum permitted rates, and identifies the following rate reductions, where indicated:

Equipment and Installation Charges Effective June 1, 1997 (Portland, Multnomah, Hayden Island)	MHCRC Maximum Permitted rate	TCI Proposed Actual rate	Required Reduction
Converter - Basic Only - Monthly	\$1.54	\$1.50	None
Converter - All Others - Monthly	\$2.78	\$3.00	\$.22
Remote Control - Monthly	\$.32	\$.30	None
Install of Unwired Home	\$37.55	\$44.95	\$7.40
Install of Prewired Home	\$21.14	\$24.95	\$3.81
Install of Additional Outlet at Time of Initial Install	\$11.36	\$12.50	\$1.14
Install of Additional Outlet requiring separate Install	\$17.80	\$18.75	\$.95
Relocate Outlet (separate trip)	\$17.69	\$18.75	\$1.06
VCR Connect (at initial Install)	\$5.97	\$6.95	\$.98
VCR Connect (separate install)	\$11.77	\$12.95	\$1.18
Service Tier Change/Upgrade (non- addressable - trip required)	\$11.41	\$12.95	\$1.54
Service Tier Change/Downgrade (non- addressable - trip required)	\$5.99	\$6.95	\$.96

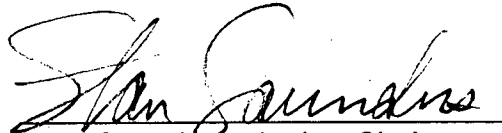
Hourly Charge - Non-standard Connection	\$23.96	\$29.00	\$5.04
Inside Wire Maintenance (Monthly) *	\$.07	\$.49	\$.42


*not offered on Hayden Island

- 2.3 Option to submit amended Form 1205. TCI may, within 30 days of the date of this Order, submit an amended Form 1205, together with documentation identifying and supporting the changes made, to remove all improper costs of the types identified in KFA's letter (Exhibit C), and to justify its rate for Inside Wire Maintenance. Commission staff and KFA will review such amended filing and, if appropriate, recommend revised maximum permitted equipment and installation rates for Commission consideration.
- 2.4 Timing of rate adjustment. TCI shall implement any reductions necessary to comply with the MHCRC maximum permitted rates identified in this Order on or before 120 days from the date of this Order, unless the Commission amends this Order during such 120 day period.
- 2.5 Refunds. TCI shall provide refunds to west Portland, west Multnomah, and Hayden Island subscribers for those basic service rates and equipment and installation charges which are in excess of maximum permitted rates, as described in § 2.1 and § 2.2 above, in compliance with §76.942 of the FCC Rules. The refund shall apply to charges in effect from June 1, 1997 until such time as TCI implements rates that are less than or equal to the MHCRC maximum permitted rates identified under this order. TCI shall provide the Commission with an accounting of the refund calculation.
- 2.6 Commission reservation of authority. The Commission reserves all rights and authority with respect to rate regulation under applicable law, and will continue to review TCI's rates for basic service, any equipment used to receive basic service, and any associated installation charge whether or not such rates or charges are identified in this order or on TCI's schedule of rates and charges on file with the Commission. The Commission reserves all rights to order further rate reductions and refunds based on such further review, to the extent authorized by law. The Commission has determined the rates and charges herein in accordance with applicable FCC Rules. The rates authorized and charges established by this order shall not be interpreted as establishing the Commission's judgment as to just and reasonable rates.
- 2.7 Rate increases. The Commission is authorized under FCC Rules to review and establish rates for basic service and associated equipment and installation charges. Pursuant to applicable federal law, TCI shall not increase any basic

rates or associated equipment and installation charges to any subscriber or group of subscribers beyond the maximum permitted rates or charges established by this Order without prior review and approval by the Commission, except as such rate adjustments may specifically allowed by FCC Rules or Regulations.

ORDER PASSED BY THE COMMISSION on June 16, 1997.


Stan Saunders, Acting Chairman

Reviewed by:

Ben Walters, Legal Counsel

Attachments:

- Exhibit A: TCI/Oregon rates/charges and channel lineup west Portland and west Multnomah County franchise areas (effective June 1, 1997);
- Exhibit B: TCI of Southern Washington rates/charges of Hayden Island/Vancouver/Clark County franchise area (effective June 1, 1997)
- Exhibit C: Letter with attachments, Mike Katz to David Olson, May 16, 1997

a:\res97-3.TCI



RATES & CHARGES
Effective June, 1997

Portland (1)

SERVICE RATES (Monthly)	BASE RATE	PEG FEE	FRAN. FEE	TOTAL RATE
Basic Service	\$10.62	\$0.32	\$0.55	\$11.49
Expanded Basic	\$16.08	\$0.48	\$0.83	\$17.39
Converter w/Expanded Services				
Standard	\$1.50	\$0.05	\$0.08	\$1.62
Addressable	\$2.91	\$0.09	\$0.15	\$3.15
Converter w/Basic-Only	\$1.46	\$0.04	\$0.08	\$1.58
Remote Control	\$0.29	\$0.01	\$0.01	\$0.31
Additional Outlets	\$0.00	\$0.00	\$0.00	\$0.00
FM Service	\$0.00	\$0.00	\$0.00	\$0.00
HBO	\$12.95	\$0.39	\$0.67	\$14.01
Showtime	\$12.95	\$0.39	\$0.67	\$14.01
The Movie Channel	\$12.95	\$0.39	\$0.67	\$14.01
The Disney Channel	\$12.95	\$0.39	\$0.67	\$14.01
Cinemax	\$10.95	\$0.33	\$0.56	\$11.84
Starz!	\$6.75	\$0.20	\$0.35	\$7.30
Starz!/ENCORE	\$6.99	\$0.21	\$0.36	\$7.56
ENCORE	\$1.75	\$0.05	\$0.09	\$1.89
ENCORE (w/other premiums)	\$1.25	\$0.04	\$0.06	\$1.35
Matinee Package	\$7.99	\$0.24	\$0.41	\$8.64
Editor's Choice Package	\$16.99	\$0.51	\$0.88	\$18.38
Director's Choice Package	\$22.99	\$0.69	\$1.19	\$24.86
Critic's Choice Package	\$26.99	\$0.81	\$1.39	\$29.19
Producer's Choice Package	\$31.99	\$0.96	\$1.65	\$34.60
Film-Maker's Choice Package	\$36.99	\$1.11	\$1.91	\$40.01
Academy Choice Package	\$41.99	\$1.26	\$2.16	\$45.41
Digital Music Express	\$9.95	\$0.30	\$0.51	\$10.76
Sega Channel	\$12.95	\$0.39	\$0.67	\$14.01
The Cable Guide	\$1.50	\$0.05	\$0.08	\$1.63
TV Host Weekly	\$3.50	\$0.11	\$0.18	\$3.79
Pay Per View Movies	various	various	various	various
Pay Per View Events	various	various	various	various
In-Home Wire Maintenance	\$0.49	\$0.01	\$0.03	\$0.53

Portland

CONNECTION CHARGES*	BASE RATE	PEG FEE	FRAN. FEE	TOTAL RATE
Installation (Unwired)	\$44.95		\$2.25	\$47.20
Reconnect (Prewired)	\$24.95		\$1.25	\$26.20
Additional Outlet				
Initial	\$12.50		\$0.63	\$13.13
Separate Trip	\$18.75		\$0.94	\$19.69
Relocate Outlet	\$18.75		\$0.94	\$19.69
Service Upgrade				
Non-Addressable	\$12.95		\$0.65	\$13.60
Addressable	\$1.99		\$0.10	\$2.09
Service Downgrade				
Non-Addressable	\$6.95		\$0.35	\$7.30
Addressable	\$1.99		\$0.10	\$2.09
Service Tier Charge	\$12.95		\$0.65	\$13.60
Connect VCR				
Initial	\$6.95		\$0.35	\$7.30
Separate Trip	\$12.95		\$0.65	\$13.60
Non-Standard Connection (Per Hour)	\$29.00		\$1.45	\$30.45
PURCHASE PRICES				
A/B Switch	\$5.00			\$5.00
FM Hook-up Kit	\$10.00			\$10.00
UNRETURNED EQUIPMENT CHARGES				
Standard Converter Box	\$75.00			\$75.00
Addressable Converter Box	\$150.00			\$150.00
Remote Control	\$10.00			\$10.00
DMX Tuner	\$225.00			\$225.00
DMX DJ	\$50.00			\$50.00
OTHER FEES				
Late Payment Fee	\$5.00			\$5.00
Collection Fee	\$15.00			\$15.00
Returned Check Charge	\$15.00			\$15.00

*Based upon \$29.00 HSC



PORTLAND/MULTNOMAH COUNTY

CHANNEL LINEUP
Effective March 1, 1997

2 Prevue
3 KBSP (HSN)
4 KATU (ABC)

5 HBO

6 KOIN (CBS)
7 TBS
8 KGW (NBC)
9 The Discovery Channel
10 KOPB (UPN)
11 Access: Community
12 KPTV (UPN)
13 KPDX (FOX)

14 Showtime

15 The Movie Channel

16 Headline News
17 CNN
18 FOX News
19 The Weather Channel
20 FX
21 **The Disney Channel**
22 Nickelodeon
23 Arts & Entertainment
24 ESPN2
25 ESPN
26 TNT
27 Cartoon Network
28 **STARZ!**

29 ENCORE

30 Access: Community

31 Access: Education

32 KWBP (WB)

33 Access: Community

34 FOX Sports Northwest

35 USA Network

36 MTV

37 American Movie Classics

38 Lifetime

39 The Family Channel

40 The Nashville Network

41 Comedy Central

42 The History Channel

43 VH1

44 The Learning Channel

45 Northwest Cable News

46 Sci-Fi Channel

47 Black Entertainment TV

48 KNMT

49 C-SPAN

50 C-SPAN II

51 Univision

52 TCI Local Programming

53 Access: Education

54 QVC

55 Request 1

56 Request 4

57 Sneak Prevue

58 CNBC

59 Plex

60 Cinemax

Basic Service

Expanded Basic

Premium Service



RATES & CHARGES
Effective June, 1997

Multnomah County (2)

SERVICE RATES (Monthly)	BASE RATE	PEG FEE	FRAN. FEE	TOTAL RATE
Basic Service	\$10.94		\$0.55	\$11.49
Expanded Basic	\$16.56		\$0.83	\$17.39
Converter w/Expanded Services				
Standard	\$1.54		\$0.08	\$1.62
Addressable	\$3.00		\$0.15	\$3.15
Converter w/Basic-Only	\$1.50		\$0.08	\$1.58
Remote Control	\$0.30		\$0.02	\$0.32
Additional Outlets	\$0.00		\$0.00	\$0.00
FM Service	\$0.00		\$0.00	\$0.00
HBO	\$12.95		\$0.65	\$13.60
Showtime	\$12.95		\$0.65	\$13.60
The Movie Channel	\$12.95		\$0.65	\$13.60
The Disney Channel	\$12.95		\$0.65	\$13.60
Cinemax	\$10.95		\$0.55	\$11.50
Starz!	\$6.75		\$0.34	\$7.09
Starz!/ENCORE	\$6.99		\$0.35	\$7.34
ENCORE	\$1.75		\$0.09	\$1.84
ENCORE (w/other premiums)	\$1.25		\$0.06	\$1.31
Matinee Package	\$7.99		\$0.40	\$8.39
Editor's Choice Package	\$16.99		\$0.85	\$17.84
Director's Choice Package	\$22.99		\$1.15	\$24.14
Critic's Choice Package	\$26.99		\$1.35	\$28.34
Producer's Choice Package	\$31.99		\$1.60	\$33.59
Film-Maker's Choice Package	\$36.99		\$1.85	\$38.84
Academy Choice Package	\$41.99		\$2.10	\$44.09
Digital Music Express	\$9.95		\$0.50	\$10.45
Sega Channel	\$12.95		\$0.65	\$13.60
The Cable Guide	\$1.50		\$0.08	\$1.58
TV Host Weekly	\$3.50		\$0.18	\$3.68
Pay Per View Movies	various		various	various
Pay Per View Events	various		various	various
In-Home Wire Maintenance	\$0.49		\$0.02	\$0.51

Multnomah County

CONNECTION CHARGES*	BASE RATE	PEG FEE	FRAN. FEE	TOTAL RATE
Installation (Unwired)	\$44.95		\$2.25	\$47.20
Reconnect (Prewired)	\$24.95		\$1.25	\$26.20
Additional Outlet				
Initial	\$12.50		\$0.63	\$13.13
Separate Trip	\$18.75		\$0.94	\$19.69
Relocate Outlet	\$18.75		\$0.94	\$19.69
Service Outlet				
Non-Addressable	\$12.95		\$0.65	\$13.60
Addressable	\$1.99		\$0.10	\$2.09
Service Downgrade				
Non-Addressable	\$6.95		\$0.35	\$7.30
Addressable	\$1.99		\$0.10	\$2.09
Service Tier Charge	\$12.95		\$0.65	\$13.60
Connect VCR				
Initial	\$6.95		\$0.35	\$7.30
Separate Trip	\$12.95		\$0.65	\$13.60
Non-Standard Connection (Per Hour)	\$29.00		\$1.45	\$30.45
PURCHASE PRICES				
A/B Switch	\$5.00			\$5.00
FM Hook-up Kit	\$10.00			\$10.00
UNRETURNED EQUIPMENT CHARGES				
Standard Converter Box	\$75.00			\$75.00
Addressable Converter Box	\$150.00			\$150.00
Remote Control	\$10.00			\$10.00
DMX Tuner	\$225.00			\$225.00
DMX DJ	\$50.00			\$50.00
OTHER FEES				
Late Payment Fee	\$5.00			\$5.00
Collection Fee	\$15.00			\$15.00
Returned Check Charge	\$15.00			\$15.00

*Based upon \$29.00 HSC

EXHIBIT B



RATES & CHARGES
Effective June, 1997

Vancouver/Clark County

SERVICE RATES (Monthly)	BASE RATE	PEG FEE	FRAN. FEE	TOTAL RATE
Basic Service	\$11.33		\$0.57	\$11.90
Expanded Basic	\$16.41		\$0.82	\$17.23
Converter w/Expanded Services				
Standard	\$1.90		\$0.10	\$2.00
Addressable	\$3.00		\$0.15	\$3.15
Converter w/Basic-Only	\$1.50		\$0.08	\$1.58
Remote Control	\$0.30		\$0.02	\$0.32
Additional Outlets	\$0.00		\$0.00	\$0.00
FM Service	\$0.00		\$0.00	\$0.00
HBO	\$10.95		\$0.55	\$11.50
Showtime	\$10.95		\$0.55	\$11.50
The Movie Channel	\$10.95		\$0.55	\$11.50
The Disney Channel	\$10.95		\$0.55	\$11.50
Cinemax	\$10.95		\$0.55	\$11.50
Encore	\$1.75		\$0.09	\$1.84
ENCORE (w/other pays)	\$1.25		\$0.06	\$1.31
STARZ	\$6.75		\$0.34	\$7.09
ENCORE/STARZ	\$6.99		\$0.35	\$7.34
Matinee Package	\$7.99		\$0.40	\$8.39
Editor's Choice Package	\$16.99		\$0.85	\$17.84
Director's Choice Package	\$22.99		\$1.15	\$24.14
Critic's Choice Package	\$26.99		\$1.35	\$28.34
Producer's Choice Package	\$31.99		\$1.60	\$33.59
Film-Maker's Package	\$36.99		\$1.85	\$38.84
Academy Choice Package	\$41.99		\$2.10	\$44.09
Digital Music Express	\$9.95		\$0.50	\$10.45
The Cable Guide	\$1.50		\$0.08	\$1.58
TV Host	\$3.50		\$0.18	\$3.68

Vancouver/Clark County

CONNECTION CHARGES*	BASE RATE	PEG FEE	FRAN. FEE	TOTAL RATE
Installation (Unwired)	\$44.95		\$2.25	\$47.20
Reconnect (Prewired)	\$24.95		\$1.25	\$26.20
Additional Outlet				
Initial	\$12.50		\$0.63	\$13.13
Separate Trip	\$18.75		\$0.94	\$19.69
Relocate Outlet	\$18.75		\$0.94	\$19.69
Service Upgrade				
Non-Addressable	\$12.95		\$0.65	\$13.60
Addressable	\$1.99		\$0.10	\$2.09
Service Downgrade				
Non-Addressable	\$6.95		\$0.35	\$7.30
Addressable	\$1.99		\$0.10	\$2.09
Service Tier Charge	\$12.95		\$0.65	\$13.60
Connect VCR				
Initial	\$6.95		\$0.35	\$7.30
Separate Trip	\$12.95		\$0.65	\$13.60
Non-Standard Connection (Per Hour)	\$29.00		\$1.45	\$30.45
PURCHASE PRICES				
A/B Switch	\$4.95			\$4.95
FM Hook-up Kit	\$10.00			\$10.00
UNRETURNED EQUIPMENT CHARGES				
Standard Converter Box	\$175.00			\$175.00
Addressable Converter Box	\$175.00			\$175.00
Remote Control	\$10.00			\$10.00
DMX Tuner	\$125.00			\$125.00
DMX DJ	\$45.00			\$45.00
OTHER FEES				
Late Payment Fee	\$5.00			\$5.00
Collection Fee	\$15.00			\$15.00
Returned Check Charge	\$15.00			\$15.00

*Based upon \$29.00 HSC



VANCOUVER/CLARK COUNTY

CHANNEL LINEUP
Effective December 30, 1996

- 2 KATU (ABC)
- 3 Prevue
- 4 KNMT (TBN)
- 5 TBS (Atlanta)
- 6 KOIN (CBS)
- 7 The Learning Channel
- 8 KGW (NBC)
- 9 The Discovery Channel
- 10 KOPB (PBS)
- 11 KWBP (WB)
- 12 KPTV (UPN)
- 13 KPDX (Fox)
- 14 *Request 1*
- 15 *HBO*
- 16 *Encore*
- 17 *Showtime*
- 18 *Cinemax*
- 19 *The Movie Channel*
- 20 *STARZ*
- 21 *The Disney Channel*
- 22 KBSP (HSN)
- 23 FOX Sports Northwest
- 24 MTV
- 25 USA
- 26 American Movie Classics
- 27 fX
- 28 TNT
- 29 ESPN
- 30 ESPN₂
- 31 Headline News
- 32 CNN

- 33 Cartoon Network
- 34 Lifetime
- 35 Animal Planet
- 36 The Nashville Network
- 37 Arts & Entertainment
- 38 Nickelodeon
- 39 Sci-Fi Channel
- 40 The Weather Channel
- 41 CNBC
- 42 The Family Channel
- 43 Home & Garden Television
- 44 KTCI/QVC
- 45 Northwest Cable News
- 46 FOX News
- 47 Access: Government (CVTV)
- 48 C-SPAN
- 49 Access: Community
- 50 Access: Education (KCTS)
- 51 Access: Hearing Impaired
- 52 Univision
- 53 Access: Education (TVW/MEU)
- 54
- 55
- 56
- 57
- 58
- 59
- 60
- 61 Black Entertainment TV
- 62 Access: Education (TV ETC)
- 63 Access: Education (TV ETC)



Basic Service

Premium Service

EXHIBIT C



KFA Services
6710 - 128th Street SW
Edmonds, Washington 98026
(206) 745-6860

May 16, 1997

RECEIVED

MAY 16 1997

Mr. David C. Olson
Office of Cable Communications and Franchise Management
City of Portland
1211 SW Fifth Avenue, Room 1160
Portland, OR 97204-3711

OFFICE OF CABLE COMMUNICATIONS
CITY OF PORTLAND

Dear David:

As you requested, we have reviewed FCC Forms 1240 and 1205 submitted by TCI for its Portland and Multnomah franchise areas on March 1, 1997. The Forms 1205 submitted with the Forms 1240 are identical to each other, and, we believe, to all other Forms 1205 submitted by TCI wherever it has a rate regulated system in the United States; TCI prepared a single national aggregate Form 1205 this year. This letter summarizes the results of our review and our recommendations regarding TCI's cable TV rates.

This is TCI's second filing under the "annual rate adjustment system" established by the FCC in its Thirteenth Order on Reconsideration, adopted on September 15, 1995. This system allows, but doesn't require, a cable operator to update its programming service rates for changes in programming or certain other "external" costs, changes in channel lineups, or to provide for inflation, using the Form 1240. The end results of this form are used to establish maximum permitted rates applicable to a cable operator in a local franchise area. However, as you know, only basic service rates, and not expanded basic or other tier service rates, are regulated by local franchising authorities.

Form 1240 may be used instead of the earlier Form 1210, but, if used, would normally be filed no more often than once per year. In general, the Form 1240 enables an operator to establish rates based on projections of external costs and inflation for the upcoming year, subject to a "true-up" calculation that is performed in a subsequent Form 1240 filing. The true-up involves a comparison of actual rates charged versus the maximum permitted rates adjusted for actual external costs and inflation; any differences are added or subtracted from the maximum permitted rates for the next projected period.

Form 1205 is used to develop equipment and installation rates based on an operator's actual costs, as determined according to FCC guidelines and procedures. Those operators who use the Form 1240 must file the Form 1205 at the same time and the same review procedure rules apply to both forms. The Form 1205, and the associated costing rules, were not changed by the Thirteenth Order. However, pursuant to the Telecommunications Act of 1996, the FCC has modified the rules to allow a cable operator to prepare the Form 1205 based on companywide data as TCI has done in this filing. This, in effect, leads to average rates applicable throughout the country, rather than rates that may differ from system to system.

The Forms 1240 filed by TCI reflect cost changes that have occurred or are expected to occur through May 31, 1998. The Form 1205 filing is derived from TCI's fiscal year 1996 costs, but is applicable to the year ending May 31, 1998. Thus, the proposed basic service rate and equipment and installation rates arising from the forms will be effective on June 1, 1997, on a going forward basis, if approved by the Mt. Hood Cable Regulatory Commission (MHCRC)¹.

Scope of Review

Our review of TCI's Forms 1240/1205 included:

- initial examination of the forms to ensure that all relevant modules, worksheets, steps, and schedules were included and complete,
- comparison of programming service rates and line-ups used in the Forms 1240 with rates and programming line-ups presented on rate cards and channel guides,
- testing of calculations and internal interrelationships among the modules, worksheets, steps, and schedules and relationships to prior Forms 1240/1205 rates and costs, to determine whether computations were correct and consistent,
- collection and review of certain additional statistical and other information from TCI to obtain support for or answer questions raised by various factors used in the calculations, and
- discussions with TCI staff regarding items needing clarification.

Our review did **not** include any on-site audit or review of TCI's accounting or statistical records.

Summary of Findings – Basic Rates

With respect to the Form 1240 prepared by TCI for its Multnomah franchise area, we do not recommend any modifications to the maximum permitted basic service rate computed by TCI using that form. We did, however, identify a significant problem in TCI's computation of the maximum permitted basic service rate for the Portland franchise area, namely:

¹ If the MHCRC has not issued any rate order by June 1, 1997, TCI is allowed to put its proposed rates into effect. However, those rates would be subject to going forward reductions and refunds back to June 1 should the MHCRC subsequently issue a rate order, within one year of the filing, establishing lower maximum permitted rates than the rates implemented by TCI.

- **improper treatment of certain external costs** incurred to relocate overhead wiring to underground wiring.

Improper Treatment of Certain External Costs

when shifting from “residual” treatment of a type of cost to “external” treatment, only changes in such costs should be incorporated in order to avoid double recovery

As part of the determination of new maximum programming service rates arising from Form 1210 or 1240 filings, cable operators are allowed by FCC rules to include changes in external costs incurred by the operator. 47 CFR § 76.922 (d) (3) or § 76.922 (e) (ii) (A) state:

Permitted charges for a tier may be adjusted up to quarterly [annually] to reflect changes in external costs experienced ... (emphasis added)

Costs of meeting franchise requirements are one type of allowable external cost, and, in particular, the FCC clarified in its Thirteenth Order on Reconsideration that “forced relocates” required by a franchise are one such type². Specifically, § 76.925 (a) as amended states:

Franchise requirement costs may include cost increases required by the franchising authority in the following categories:

... (5) When the operator is not already in the process of upgrading the system, costs of removing cable from utility poles and placing the same cable underground. (emphasis added)

Both TCI’s previous Portland franchise and the current franchise ordinance adopted in 1993 require TCI to relocate aerial cable to underground conduits in certain circumstances. Moreover, TCI has indicated that such relocate activity has occurred in prior years, but that the costs were not tracked separately in its cable plant accounts. However, TCI has not previously included the costs of such relocates as external costs in its Form 1200/1210/1240 filings. The effect of that omission was to implicitly include such costs in the so called “residual” portion of maximum permitted rates, which is simply adjusted

² When this issue arose last year in Seattle, TCI argued that “forced relocates” were a new type of external cost created by the Thirteenth Order and that TCI had not been permitted to treat such costs as external costs previously. However, such a position is plainly incorrect; the FCC has always allowed the costs of franchise requirements, which may include forced relocates, to be treated as external costs since it established the current benchmark rate setting rules with the Forms 1200/1210 in early 1994. The Thirteenth Order merely clarified the circumstances under which relocates could be viewed as requirements of the franchise versus normal “non-forced” activities of the operator.

upward periodically based on an inflation index, rather than explicitly include such costs as external costs, which are adjusted based on actual cost changes incurred by the operator.

In its Form 1240 filing for Portland, TCI has now explicitly included the entire amount³ of forced relocate costs incurred in Portland during 1996 as an external cost which is added into the service rates, **rather than** adding on only the changes in such costs, versus amounts being incurred at the inception of rate regulation, as is allowed by the FCC rules.

In short, TCI would have to adjust the beginning external costs, and the base residual rate, derived from its previous Form 1200/1210/1240 filings to reflect previously incurred forced relocate costs if it wishes to properly capture the specific changes in such costs now and in the future, rather than accept the general inflation adjustment implicitly applied to such amounts as part of the residual portion of programming service rates.

external costs must be properly allocated among regulated and unregulated services

In its Form 1240 calculations, TCI has incorrectly attributed the entire amount of forced relocate costs to the basic tier of service. The FCC has set out certain cost accounting and cost allocation rules in 47 CFR § 76.924 that are applicable for cost of service showings and for "*rate adjustments on account of external costs*" (§ 76.924 (a)). These rules require allocation of costs among the regulated and unregulated service categories as is appropriate for a particular type of cost. Specifically, the instructions for Form 1240, Worksheet 7, Line 707, on which franchise related costs are entered, state:

"Enter the costs associated with Public, Educational, or Governmental Access (PEG) channels in the tier on which the channels are carried. Assign other direct and verifiable costs of satisfying franchise requirements to the appropriate tier boxes on Line 707 according to FCC cost allocation rules. See 47 CFR §76.924 (g) and 76.925 ..." (emphasis added)

As TCI has indicated, the costs of forced relocates are simply part of the costs of the cable system distribution plant which is necessary to provide all tiers of service including basic service, expanded basic (cable programming service tier), premium services, and pay per view services. While the FCC has not mandated a single allocation method for allocating plant costs in all circumstances, it has generally taken the position that use of an unweighted channel count ratio would normally be an appropriate approach for allocating such costs among the service categories (see, e.g., FCC 95-502, ¶ 123, the cost of service order released on January 26, 1996).

³ Technically, TCI is actually including depreciation of the amount incurred plus a return on the undepreciated balance. However, whether the cost is fully depreciated and recovered in one period versus recovered over multiple periods does not affect the nature of the problem at issue.

TCI has argued elsewhere, that, because these costs are franchise requirement costs, they should be treated like public, educational, and governmental access (PEG) costs which, it claims, the FCC attributes entirely to the basic tier. However, the FCC only requires PEG costs be attributed to the basic tier when, and because, the PEG access channels are carried on the basic tier. Other types of external costs, including franchise fees - certainly as much a requirement as forced relocates - are not entirely attributed to the basic service tier, but are allocated among the service categories as appropriate.

The effect of TCI's inclusion of forced relocate costs in its calculations is to increase the maximum permitted basic service rate by approximately \$.13 above what it would otherwise be. TCI has indicated that it cannot readily determine the amounts of forced relocate costs incurred in years prior to 1995. We believe, however, that if only the change in such costs is included, net of residual inflation increases already allowed, and if such costs are properly allocated among service categories, it is likely that the net increase would be de minimus. Indeed, it is possible that the effect might be negative, i.e., forced relocate costs may have been higher at the inception of rate regulation, in years prior to 1995. Thus, we believe it would be reasonable under these circumstances to simply remove forced relocates as an explicit external cost from TCI's Portland franchise area Form 1240 and simply allow TCI to continue to implicitly recover these costs as part of the residual portion of the programming service rates. The attached Form 1240 make this adjustment.

Summary of Findings – Equipment and Installation Rates

As indicated earlier, TCI has prepared a single Form 1205 this year to calculate its proposed maximum permitted equipment rental and installation rates for all of its owned and managed systems. Part of the data used, e.g., converter and remote control capital costs, are based on aggregate accounts covering all its systems. Other data, e.g., the portion of operating expenses allocable to customer equipment and installation, or the average hours to perform various types of installations, has been estimated by extrapolating from a sample of forty of its systems (approximately 10% of all its systems) for which TCI prepared individual, quasi Forms 1205. In general, the types of data and methodologies used by TCI this year were similar to those used by TCI in the past in preparing individual system Forms 1205.

We have identified a number of problems with the Form 1205 that are the same as, or variations of, problems that TCI introduced into its Forms 1205 in 1995 and/or 1996 and which have previously been ruled improper by numerous local franchising authorities. Specifically, these problems include:

- **improper inclusion of certain insurance costs in the costs of equipment and installation,**

- **improper inclusion of the costs of security devices**, more commonly called "traps", in the costs of converters,
- **improper inclusion of "amortization of unfunded deferred taxes"** as though it was an allowable asset depreciation expense,
- **improper inclusion of the costs of disconnects, converter retrievals, and tap audits** in the costs of equipment and installation, and
- **failure to identify and justify the rate for TCI's inside wiring maintenance program as a regulated rate.**

Improper Inclusion of Certain Insurance Costs

Form 1205 is used to assemble what the FCC refers to as the "equipment basket" costs that are the basis for installation and customer premises equipment rates. Specifically, Schedule B of Form 1205 is used to determine the annual operating expenses for installations and equipment maintenance. Schedule C of Form 1205 is used to determine the capital costs of leased customer equipment.

In its Forms 1205 filed in 1996, TCI added a new category of costs to Schedule B, labeled "self-insurance", which was not incorporated in TCI's previous Form 393 or Form 1205 filings. This type of cost was again included this year. This year, for the first time, TCI has also included in Schedule C converter costs, labeled only as "inventory management costs", an amount equal to \$.20 per converter per month.

In response to our questions, TCI has clarified that "self-insurance" actually includes all of TCI's liability, property and business interruption, auto, and workmen's compensation insurance, both premiums paid, related fees incurred, and losses paid directly by the company.

TCI has further indicated that the \$.20 per converter per month is also an insurance cost covering property damage or loss of converters when they are located on customer premises. The amount is apparently an estimate made by TCI's risk management department, which TCI claims is based on actual premiums and historical losses. TCI also claims that this insurance is separate and non-duplicative of the property insurance premiums and losses included in the self-insurance costs.

However, TCI has been unwilling or unable to show how the \$.20 estimate was derived and has not come close to meeting its burden of proof that the amount bears any relationship to appropriate recorded expense amounts. It is, for example, unclear whether the estimated amounts are net of insurance recoveries or of payments made by subscribers, who are normally responsible and charged a fee if a converter is not returned safely.

Even if one were to assume that the insurance dollar amounts used by TCI in this filing are legitimate, we believe TCI's inclusion of all these insurance costs in the equipment basket at this time is not appropriate since:

these costs, particularly liability and general property insurance costs, are normally treated as general administrative costs not includable in the equipment basket

When establishing its rate regulation framework, the FCC decided that, to reduce complexity and potential cost determination and allocation difficulties, equipment basket costs would **not** include all costs that might in some way be related to equipment and installations. Rather, 47 CFR § 76.923 (c) states:

...Equipment Basket costs shall be limited to the direct and indirect material and labor costs of providing, leasing, installing, repairing, and servicing customer equipment ... The Equipment Basket shall not include general administrative overhead including general marketing expenses....(emphasis added)

The rationale for this rule was discussed by the FCC in FCC 93-177, Report and Order, released May 3, 1993 at ¶ 295, footnote 714:

Excluding general system overhead will simplify the cost showing for the Equipment Basket because a cable operator will not have to calculate these costs, unless the operator chooses to make a cost-of-service showing. In addition, this exclusion will reduce the burden for local franchising authorities because they will not be required to review and evaluate the methodology for determining general system overheads. We believe that this decision is consistent with Congress' intent to keep rates for equipment and installation low.

We believe that these general insurance expenses, particularly general liability, property, and business interruption insurance costs, are general administrative overhead that was not intended to be included in the equipment basket.

Indeed, in its own accounting system, TCI treats these insurance expenses as general administrative costs and, apparently, does not normally even separately identify or allocate them to individual systems. Furthermore, in all of its filings prior to 1996, TCI treated these costs as general administrative overhead and did not include them in the equipment basket.

even if these costs were includable in concept, there are problems with how TCI has allocated the self-insurance costs to the equipment basket

Last year, TCI argued that all of its self-insurance costs should be attributed to its technical departments (which includes installers, technicians, plant and equipment

maintenance and repair staff), and then further allocated to the equipment basket on the basis of time spent by staff on equipment basket activities. However, as we pointed out then, TCI has liability and other insurance exposure for property, facilities, other assets, and employees not related to its technical services departments. Indeed, some portions of this national insurance pool are related to property, assets, or staff that are not part of local cable systems, e.g., regional or corporate headquarters.

This year, TCI has apparently changed its mind and has at least attempted to allocate the various types of insurance between technical and non-technical activities. Thus, we can report that TCI no longer attributes broadcaster's liability insurance costs or executive protection insurance costs to the equipment basket.

However, we believe there are still types of insurance that have been misallocated. For example, business interruption insurance (approximately 15%-20% of the total self-insurance pool), which covers lost revenue arising from cable plant outages, has been allocated based on technical versus non-technical headcounts, resulting in roughly 20% of the total amount ultimately being attributed to the equipment basket. But the causes of these types of costs/losses and benefits derived from this type of insurance have essentially nothing to do with the numbers of employees in various departments. Certainly the revenues related to equipment and installation represent far less than 20% of TCI's total cable related revenues.

Property losses have been allocated to the equipment basket in the same manner. But if equipment located on customer premises is separately insured and those costs are being directly attributed to converters, is it still appropriate to allocate about 20% of the remaining property losses to the equipment basket? We think not.

In short, the difficulty of properly allocating insurance costs underscores the wisdom of the FCC decision not to include general administrative overhead costs such as these in the equipment basket. Exclusion of the insurance costs makes debates over the proper allocation methodologies moot.

even if these costs were includable in concept and properly allocated, TCI has never unbundled any of these insurance costs from programming service rates, i.e., allowance of these costs would constitute double charging of subscribers

For operators, such as TCI, that have elected to use the benchmark method of setting programming service rates, the FCC rate setting approach assumes that 1) an initial overall benchmark rate (total regulated revenue per subscriber) was a fair "competitive" price which would allow recovery of all necessary operating and capital costs plus a reasonable profit, and 2) from the overall benchmark rate, certain installation and equipment costs would be deducted and recovered through installation and equipment rental rates. Thus, the remaining basic and expanded basic rates derived through the initial Form 1200/1205 process and

updated through the Form 1210 and, now, Form 1240 process are assumed to incorporate recovery of all types of costs not specifically "unbundled" and incorporated into the installation and equipment rates.

Even though TCI was certainly incurring insurance expenses, i.e., premium payments or self-insured losses, at the time of initial rate regulation in the fall of 1993 and at the time of the Form 1200/1205 filings in the summer of 1994, TCI did not incorporate these types of expenses into the equipment basket and its installation and equipment rates. Thus, they were never unbundled from programming service rates⁴. To allow TCI to include them in installation and equipment rates now, without a corresponding downward adjustment of programming service rates, would be fundamentally inequitable and would effectively be double charging subscribers for the same costs.

Late in 1996, the FCC issued a decision in an appeal, by TCI Cablevision of Nevada, of local rate orders from Reno, Sparks, et.al. (DA 96-1753, adopted October 23, 1996) which clearly upheld this principle and denied TCI's appeal. Specifically, the FCC said:

¶ 14. ...On appeal, TCI maintains that the updated filing of Form 1205 is not linked with its previous Form 1205 filing, but represents a separate and distinct rate proceeding....Moreover, TCI argues that its own failure in the past to seek recovery of these actual costs should not prevent the operator from recovering them now through its present filing. We agree with TCI that it should be allowed to recover bona fide equipment costs; however, we find that the issue here is not whether these costs are bona fide, but whether these costs were claimed when TCI established its initial rates for monthly programming services. (emphasis added)

¶ 16. ...Because TCI did not include these costs in its previous Form 1205 used for the Form 1200 unbundling, including the costs now would result in double recovery of the costs, once in the monthly programming service rates and again in the converter charges themselves. Allowing these costs permits an operator to identify "overhead" costs for the equipment basket it had not unbundled when the initial rates for monthly programming services were established. Consequently, the Cities were correct in disallowing costs solely attributable to TCI's change in accounting methods or to a change in its policy of classifying costs for Form 1205 purposes. Accordingly, TCI's appeal regarding this issue is denied. (emphasis added)

⁴ Note that this lack of unbundling did not just occur in one or a few local systems, but, we believe, it was universal among all TCI systems since TCI used a common methodology for preparing all of its Forms 1205. Nor do we believe that these costs were unbundled by other systems which have subsequently been acquired by TCI, such as the Viacom or Columbia systems, some of whose filings we personally reviewed at the time of unbundling. In any event, TCI has the burden of proof of demonstrating that these types of costs have been unbundled. To date, it has been unwilling or unable to do so.

Improper Inclusion of the Costs of Security Devices

Schedule C of Form 1205 is used to calculate the annual capital cost of equipment leased to subscribers, including converters and remotes. For each different type of equipment, the operator identifies the gross book value as of the end of the year, the accumulated depreciation, deferred taxes, and the current annual depreciation expense. The annual capital cost consists of the current provision for depreciation plus the allowed return on investment percentage applied to the gross book value minus accumulated depreciation and deferred taxes.

In its Forms 1205 filed in 1996, TCI added the costs of its security devices to the costs of its converters⁵ as though the security devices were simply components of the converters. These devices, commonly called traps, are filters of various types that either allow a subscriber to receive certain channels or block certain channels from the subscriber. Subscribers may have traps installed whether or not they are renting a converter and may have converters installed with or without any traps required. In short, traps are separate pieces of equipment with no one-to-one correspondence with converters.

This year, TCI has again added costs of its traps (labeled "in home equipment" now), but has limited these costs to an allocated portion of total trap costs, based on the percentage (about 40%, derived from TCI's forty sample systems) of traps which are physically located in the subscriber's residence or in the "on premise" box as opposed to those traps located at the pole or pedestal out on the street.

TCI has used traps for many years, but did not identify such equipment as customer premises equipment or include these costs in its previous Form 393 or Form 1205 filings used to unbundle costs when Forms 1200 were filed.

We believe TCI's inclusion of these costs in the equipment basket at this time is not appropriate since:

it is still not clear that the traps included by TCI are customer premises equipment as defined by the FCC

Last year, TCI included all of its trap costs and, when it was pointed out that many traps were clearly not customer premises equipment as defined by the FCC, TCI simply argued that it did not matter since they were at the customer's site. This year, it appears that TCI has changed its mind and has attempted to limit the trap costs to those which TCI believes qualify as customer premises equipment. However, we do not believe they have successfully done this.

⁵ The total costs of security devices were simply allocated between converters used by basic-only subscribers and all other converters based on the number of each type of converter in service.

Specifically, the FCC defined customer equipment that is regulated by local franchising authorities in 47 CFR § 76.923 (a):

The equipment regulated under this section consists of all equipment in a subscriber's home, provided and maintained by the operator, that is used to receive the basic service tier, regardless of whether such equipment is additionally used to receive other tiers of regulated programming service and/or unregulated service. (emphasis added)

The FCC has also clarified that a subscriber's premises begins at a point twelve inches outside of where the cable wire enters the outside wall⁶ so that, for example, drops, although located at the subscriber's home site and which may include wire attached to the house, but not within twelve inches of the entry point, are not considered customer premises equipment.

It is our understanding that the "on premise" box which TCI sometimes uses, while normally attached to the outside of the house, may nonetheless be located more than twelve inches from the point at which the cable wire enters the outside wall. Indeed, it may even be located on another side of the house as convenience, location of grounding, or other factors may determine. Thus, many of the traps which TCI has still included in its cost determination would not be customer premises equipment. Also, some traps may be obtained and used solely to receive pay per view or specific premium services, i.e., it is not clear they play any role at all in receiving basic service, and thus would also not be customer premises equipment for purposes of the equipment basket.

even if traps are treated as customer premises equipment, they are plainly not addressable or standard converter boxes, and would have to be treated as a separate type of equipment

Under the current applicable FCC rules, equipment offerings and rates must not only be unbundled from programming service rates, but different types of equipment must be separately offered with separate rates:

§ 76.923 (b) A cable operator shall establish rates for remote control units, converter boxes, other customer equipment, installation, and additional connections separate from rates for basic tier service. In addition, the rates for such equipment and installations shall be unbundled one from the other. (emphasis added)

§ 76.923 (c) (1) ...Costs of customer equipment included in the Equipment Basket may be aggregated, on a franchise, system, regional, or company level, into broad

⁶ See, for example, FCC 93-177, Report and Order, released May 3, 1993, ¶ 282, footnote 666.

categories... provided that each category includes only equipment of the same type, regardless of the levels of functionality of the equipment within each such broad category. (emphasis added)

Thus, while it is now possible to combine addressable and non-addressable converters into one category for rate setting purposes, traps are not converters at all and would have to be in a separate category⁷. Indeed, if traps were leased, the group of subscribers who would have to lease the units would not necessarily be the same group of subscribers who lease converters. In short, it seems clear that even if traps were a legitimate type of customer premises equipment to be included in the present Form 1205 filing, TCI would have to determine the number of traps in service, calculate a separate rate for such traps, and charge such rate only to those subscribers who use such traps⁸.

even if costs of traps were includable in concept, TCI has never unbundled these costs from programming service rates, i.e., allowance of these costs would constitute double charging of subscribers

Just as with the insurance costs discussed earlier, the cost of traps is again a type of cost that TCI has incurred for many years, but did not incorporate in its earlier Form 393 and Form 1200/1205 filings. Traps were neither viewed as separate customer premises equipment nor as components of converters. Thus, the costs for traps were never unbundled from programming service rates and are implicitly included in such rates in the same way that the costs of system distribution plant or system equipment is implicitly included. To allow TCI to include them in installation and equipment rates now, without a corresponding downward adjustment of programming service rates, would again be fundamentally inequitable and would effectively be double charging subscribers for the same costs.

Improper Inclusion of "Amortization of Unfunded Deferred Taxes"

One of the allowable capital costs of assets used by installers, or equipment assets leased to subscribers, is the annual depreciation expense. This is simply the original

⁷ TCI has suggested that since traps may sometimes be used in conjunction with converters, it is appropriate to combine the costs of the two types of equipment. However, the remote control units which TCI leases to customers are also used with converter boxes and the FCC has clearly stated that the cost of remote control units should not be combined with converter costs nor converter/remotes viewed as a single type of equipment (see June 1996 Form 1205 instructions, page 11, Line A).

⁸ Even if traps were allowed to be averaged together with converter boxes to create a single blended rate, TCI would have to add the number of traps in service to the number of converter boxes in service in order to calculate a rate; in general terms, the rate equals total allowable costs divided by the number of units in service. This is in contrast to TCI's treatment of traps in this Form 1205 filing in which the costs of traps were added to the costs of converters, but the number of traps in service was not added to the number of converters in service. This leads to a higher - probably substantially higher - average rate than would otherwise be the case. Of course, some subscribers might have to pay for multiple "converters" if both a converter and one or more traps was in use at the home.

acquisition cost of the assets allocated over the number of years that the particular asset is expected to be in use. In concept, the sum of the annual depreciation expense for all of the years of service of the asset equals the original acquisition cost, i.e., the cable operator recovers the full acquisition cost over time.

In its Form 1205 filing for 1996, TCI added a new dollar amount to the depreciation expense for each asset category which it calls "amortization of unfunded deferred taxes" (AUDT). Although it is unclear from the information provided by TCI exactly how the amounts were determined, it appears that the concept was to take deferred tax balances, as of the period for which TCI's Forms 393 were filed several years ago, computed for the assets in use at that time, and amortize those amounts over the remaining estimated useful lives of those assets. Deferred tax balances are computed income tax amounts that reflect differences between depreciation lives or methods TCI uses for financial statement/Form 1205 purposes and the depreciation lives or methods TCI uses for income tax reporting. Typically companies "write off" their assets more quickly for tax purposes and, thus, effectively defer income tax payments to future years that might otherwise be due currently.

TCI has again included AUDT in its Form 1205 filing this year and we again believe its inclusion is not appropriate since:

there is no basis in the FCC rules or instructions for including these amounts as asset depreciation expenses

As indicated above, and as intended by the FCC Form 1205 instructions, the current provisions for depreciation that are captured on Schedules A and C of the Form 1205, are simply intended to allow a cable operator to recover the original acquisition cost of each category of assets over time. Both the original costs and the depreciation expenses are supposed to be consistent with the financial books of the operator. Taxes, and any different tax depreciation amounts, have absolutely nothing to do with the depreciation amounts to be included in the equipment basket.

Indeed if AUDT were to be included in the depreciation expense, the operator will recover more than the original acquisition costs of the assets over time. The FCC certainly did not intend such a result.

Late in 1996, the FCC issued a decision in an appeal, by TCI/TKR of Houston, of local rate orders from Alvin, El Lago et.al. (DA 96- 2105, adopted December 13, 1996) which upheld this position. Specifically, the FCC said:

¶ 8. ... Our rules do not provide for the amortization that TCI included in its depreciation expenses on FCC Form 1205. Because TCI's methodology was improper, we find that the Cities were correct in disallowing that amount in TCI's equipment

rates⁹. The computation proposed by TCI allows it to recover more than its acquisition costs of the assets providing regulated services.

inclusion of AUDT seems to be based on TCI's unproven and implausible claim that TCI's deferred tax costs prior to rate regulation were "unfunded", i.e., that equipment rates were not high enough to recover all costs and a reasonable return on investment

TCI has argued that deferred taxes were not incorporated in its pre-regulation rates and, thus, that there are costs it should have been recovering through rates in previous years, but somehow did not recover. However, there does not seem to be any substance to TCI's rationale, since 1) there is no evidence that equipment rates prior to regulation were in any way calculated or determined by reference to actual equipment costs, 2) TCI's equipment and installation rates were typically much higher prior to regulation¹⁰, suggesting that TCI was recovering far more than its actual equipment costs and a reasonable return on investment, not less, and 3) in any event, TCI had complete freedom to set its rates as it wished prior to regulation, so, if there were some kind of undercharging or underrecovery of costs, it was TCI's own responsibility and should not become a burden for today's subscribers.

even if AUDT was includable in concept, TCI has never unbundled these costs from programming service rates, i.e., allowance of these costs would constitute double charging of subscribers

Just as with the insurance costs and the costs of security devices discussed earlier, AUDT is again a type of cost that TCI perceives existed at the time of initial regulation, but did not incorporate in its earlier Form 393 and Form 1200/1205 filings. Thus, the AUDT amounts were never unbundled from programming service rates and, to the extent they have any economic reality, are implicitly included in such rates. To allow TCI to include them in installation and equipment rates now, without a corresponding downward adjustment of programming service rates, would again be fundamentally inequitable and would effectively be double charging subscribers for the same costs.

⁹ The FCC did say that TCI could, if it wished, exclude pre-regulation deferred taxes from the calculations of deferred taxes included in Schedules A and C. TCI, in asking the FCC to reconsider the Houston decision, argued that its methodology was essentially equivalent in result to what the FCC rules do allow. However, TCI has not chosen to implement the FCC approved option. Far from being equivalent, we believe that exclusion of the pre-regulation deferred taxes from the current filing would actually result in lower maximum permitted rates for converters than would result by simply excluding AUDT, i.e., as if this issue had never arisen, since, at this point in time, the deferred tax balances for currently used converters purchased prior to regulation are negative.

¹⁰ For example, TCI typically charged \$4.00 - \$5.00 per month for a standard converter and remote just prior to regulation, while its actual Form 393/1205 costs, including a reasonable profit, were typically \$.80 - \$1.00 per month in the 1992 - 1995 period.

Improper Inclusion of the Costs of Disconnects, Converter Retrievals, and Tap Audits

TCI has added three more new categories of costs to Schedule B of its Form 1205 this year; the costs of disconnecting subscribers, associated costs of retrieving converters¹¹, and the costs of conducting tap audits to determine if there are illegal connections, i.e., people receiving, but not paying for, service.

even if these costs are includable in concept, TCI has never unbundled these costs from programming service rates, i.e., allowance of these costs would constitute double charging of subscribers

Historically, operators, including TCI, have not attempted to separately charge subscribers for disconnecting service or retrieving converters since such a charge would be very unpopular and very difficult to collect in many cases. The FCC clearly recognized this and did not attempt to require an "uninstall" or disconnect charge. Nor were such costs discussed or specifically mentioned in defining the equipment basket which is the basis for installation and equipment rates. Similarly, tap audits are not billable activities and do not appear to fit into any of the categories of "providing, leasing, installing, repairing, and servicing customer equipment"¹², i.e., costs of tap audits do not appear to be legitimate equipment basket costs.

Thus, at the time of the Form 393 and Form 1200/1205 unbundling, TCI and other operators explicitly excluded the time spent on disconnects, retrievals, and tap audits by their staff and by contractors when allocating operating costs to the equipment basket. It was accepted by operators and most local franchising authorities that the costs of these activities would simply be recovered through programming service rates.

Subsequently, the FCC has indicated in several decisions (see DA 96-1712, DA 96-1488, and DA 96-1497) that the cost of disconnects and/or converter retrievals could or should have been included in the equipment basket and treated as indirect costs of installation or converter maintenance, or as directly chargeable activities, rather than as general system costs to be recovered through programming service rates. To the best of our knowledge, the cost of tap audits has never been considered or addressed by the FCC.

¹¹ TCI did attempt to include an amount which it alleged was its cost of retrievals in Schedule C of its 1995 Form 1205 filings. The concept and the amount were rejected by many local franchising authorities on a number of different grounds and, in the few cases decided so far, the FCC has denied TCI's appeals of that issue.

¹² See equipment basket definition at 47 CFR § 76.923 (c). TCI claims that tap audits are a review and verification of installation work completed at the customer premises, but it is our understanding that tap audits do not necessarily even involve entry into a subscriber's premises, much less any installation, repair, or servicing of customer premises equipment.

However, none of the cases indicated above addressed the problem of double recovery that now exists with respect to these costs; as with insurance costs, trap costs, and AUDT, TCI has never unbundled these costs from its programming service rates. Thus, we believe the controlling decision is the most recent decision, i.e., the Nevada decision (DA 96-1753, cited earlier). To repeat, the FCC specifically stated:

¶ 14. ...On appeal, TCI maintains that the updated filing of Form 1205 is not linked with its previous Form 1205 filing, but represents a separate and distinct rate proceeding....Moreover, TCI argues that its own failure in the past to seek recovery of these actual costs should not prevent the operator from recovering them now through its present filing. We agree with TCI that it should be allowed to recover bona fide equipment costs; however, we find that the issue here is not whether these costs are bona fide, but whether these costs were claimed when TCI established its initial rates for monthly programming services. (emphasis added)

¶ 16. ...Because TCI did not include these costs in its previous Form 1205 used for the Form 1200 unbundling, including the costs now would result in double recovery of the costs, once in the monthly programming service rates and again in the converter charges themselves. Allowing these costs permits an operator to identify "overhead" costs for the equipment basket it had not unbundled when the initial rates for monthly programming services were established. Consequently, the Cities were correct in disallowing costs solely attributable to TCI's change in accounting methods or to a change in its policy of classifying costs for Form 1205 purposes. Accordingly, TCI's appeal regarding this issue is denied. (emphasis added)

We agree with the FCC that to allow TCI to include disconnect, converter retrieval, and tap audit costs in installation and equipment rates now, without a corresponding downward adjustment of programming service rates, is fundamentally inequitable and would effectively be double charging subscribers for the same costs.

Failure to Identify and Justify the Rate for TCI's Inside Wiring Maintenance Program as a Regulated Rate

In the last several years, TCI began offering a new inside wiring maintenance program (IWMP) to its subscribers. To do this, TCI first transferred, to the subscriber, any inside wiring ownership rights TCI may have had¹³. The subscriber is now the owner of the inside wiring and, thus, becomes responsible for any service or maintenance required. The subscriber may obtain service (1) from a third party, (2) from TCI, at a charge based on actual service time required at the Hourly Service Charge (HSC) established through the

¹³ In many situations, e.g., where a new home was prewired, the subscriber was already the owner of the inside wiring.

FCC Form 1205 process, or (3) through a service contract (the IWMP) with TCI for which a monthly rate is charged; typically \$.49 plus fees and taxes.

TCI has, since the inception of the program, taken the position that the program, and the \$.49 rate, is unregulated since the subscriber has other options including one that involves the regulated HSC. Several communities, however, challenged this position and issued rate orders disallowing the rate or setting the rate for the IWMP based on the HSC and the average number of hours required for maintenance and repair of inside wiring. This was based on the FCC rules as discussed in FCC 93-177, Report and Order, released May 3, 1993 at ¶ 298;

... The purchaser would be responsible for maintaining and repairing any purchased equipment, but cable operators may also sell service contracts. The price of these contracts shall be based on the HSC times the estimated average number of hours required for maintenance and repair over the expected life of the equipment....

and implemented via 47 CFR § 76.923 (i):

...An operator may sell service contracts for the maintenance and repair of equipment sold to subscribers. The charge for a service contract shall be the HSC times the estimated average number of hours for maintenance and repair over the expected life of the equipment.

TCI subsequently appealed those local rate orders to the FCC. The FCC did not accept TCI's arguments that, because other options exist, the IWMP rate should not be regulated. Rather, the FCC stated in its decision in the City of Portland/Multnomah County appeal (FCC DA 95-2269, released November 14, 1995):

We recently ruled on this issue and made the following determinations. Inside wiring is customer equipment, the regulatory treatment of which depends upon who owns it. The record in this appeal with regard to the ownership of the inside wiring is unclear. An operator is not likely to be the owner of a subscriber's inside wiring if it did not install the wiring in the subscriber's premises. In addition, an operator is not the owner if the operator installed the wiring but transferred ownership of the wiring to the subscriber. However, if an operator installs the inside wiring and retains ownership of that wiring, our rules specifically provide that the rate for the lease of that equipment must be justified. The rate for operator-owned wiring includes a component for maintenance costs. Under such circumstances, TCI's subscribers can not also be charged a separate wire maintenance fee. On the other hand, if TCI's subscribers own their inside wiring, no lease rate would apply, obviously, but TCI's costs of providing any maintenance and repair of that wiring may be recovered through a service contract. Our rules provide that charges for such service contracts must be based on the operator's HSC multiplied by either the estimated

average number or the actual number of hours for maintenance and repair. We are unable to rule on the issue presented in this appeal since the facts in the record below are unclear. Accordingly, we remand this issue to the MHCRC in order to allow TCI to clarify these facts consistent with our findings. (emphasis added)

Unfortunately the FCC did not notice that there was a clear record of TCI having transferred ownership rights to subscribers and thus remanded the case rather than simply denying the appeal. In any event, TCI has now requested reconsideration of the decision, again based on its rejected arguments concerning the options available to a subscriber. TCI did stipulate in its reconsideration request that it had transferred inside wiring ownership rights to its subscribers, but maintains that ownership of the wiring should not determine the regulated status of the IWMP.

The FCC reached the same conclusions in other appeals (see, e.g., FCC DA 95-2471, deciding an appeal by Continental Cablevision in Avon Lake, OH, released January 19, 1996).

The FCC appeal decisions notwithstanding, TCI still maintains that the IWMP rate is unregulated and has provided no justification for its rate.

Maximum Permitted Rates and Related Recommendations

We have recomputed maximum permitted rates to correct the problems discussed above. Attachment A includes a revised Form 1240 and a Form 1205. With respect to the Form 1205, those items whose costs were directly aggregated by TCI (trap costs, AUDT, and customer premises converter insurance costs included in Schedule C) were easily and directly adjusted. For the other items, the adjustments were made for each of a subsample of TCI's forty system sample and then 1) the total customer equipment and installation costs (exclusive of converter capital costs), 2) the total customer equipment and installation hours, and 3) the total maintenance and repair hours for converters and remotes included on the national Form 1205 by TCI, were each adjusted based on the average percentage adjustments determined from the subsample. The subsample included ten of the forty systems, representing all five subscriber size ranges which TCI had used to stratify its sample.

We believe this approach to adjusting the Form 1205 is reasonable. However, we recognize that TCI may argue that the results are not as accurate and statistically reliable as could be achieved by adjusting all forty of the sample systems and reaggregating the results using TCI's stratified sample technique. Thus, we recommend that the MHCRC, in its rate order, give TCI the option of adjusting its Form 1205, by correcting each of the problems identified above in each of the forty systems and then re-extrapolating, subject to our continuing review, in order to compute corrected maximum permitted rates. Should TCI decline to do so within a reasonable period, the rates we have computed would become the maximum permitted rates.

The following table shows the current actual rate, the maximum permitted rates proposed by TCI, the rates selected by TCI for implementation, and the maximum permitted rates that we recommend the MHCRC establish for TCI:

	Current Actual Rate	TCI Proposed Maximum Permitted Rate	TCI Proposed Selected Rate	Recommended Maximum Permitted Rate
Basic Service Tier -Monthly				
Portland	\$10.32	\$10.99	\$10.99	\$10.86
Multnomah	\$10.32	\$11.57	\$10.99	\$11.57
Remote Control -Monthly ¹⁴	\$.10	\$.35	\$.30	\$.32
Converter - Basic Only -Monthly ¹⁵	\$.79	\$2.27	\$1.50	\$1.54
Converter - All Others -Monthly ¹⁶	\$1.70	\$3.54	\$3.00	\$2.78
Installation of Unwired Home	\$37.65	\$47.30	\$44.95	\$37.55
Installation of Prewired Home (Restart or Reconnect)	\$21.51	\$26.62	\$24.95	\$21.14
Installation of Additional Outlet at Time of Initial Install	\$10.76	\$14.31	\$12.50	\$11.36
Installation of Additional Outlet Requiring Separate Install	\$16.13	\$22.43	\$18.75	\$17.80
Relocate Outlet (Separate Trip)	\$16.13	\$22.28	\$18.75	\$17.69
Connect VCR at Time of Initial Install	\$5.38 ¹⁷	\$7.52	\$6.95	\$5.97
Connect VCR Requiring Separate Install	\$10.76	\$14.82	\$12.95	\$11.77
Service Tier Change/Upgrade (Non-addressable -Trip Required)	\$10.76	\$14.37	\$12.95	\$11.41
Service Tier Downgrade (Non-addressable -Trip Required)	\$10.76	\$7.55	\$6.95	\$5.99

¹⁴ All equipment rental and installation rates are the same for the Portland and Multnomah franchise areas. The recommended maximum permitted rates for equipment rental and installation should also be applicable to the Hayden Island franchise area.

¹⁵ Current actual rate reflects a standard converter.

¹⁶ Current actual rate reflects an addressable converter.

¹⁷ Reflects current maximum permitted rate; rate does not appear on TCI's rate sheets and it is unclear what is actually being charged for this transaction type.

	Current Actual Rate	TCI Proposed Maximum Permitted Rate	TCI Proposed Selected Rate	Recommended Maximum Permitted Rate
Service Tier Change (No Trip Required - Nominal Processing Fee)	\$2.00	\$1.99	\$1.99	\$1.99
Hourly Service Charge (Non-Standard Transaction)	\$21.51	\$30.18	\$29.00	\$23.96
Inside Wiring Maint.Prog.-Monthly	\$.49	NA	\$.49	\$.07 ¹⁸

Note that all of the above rates include all federal, state, and local fee and tax expenses (including FCC regulatory fees and PEG access fees) incurred by TCI, except for any franchise fee expenses incurred by TCI that may be added into the total customer charge.

As indicated earlier, under the FCC's Thirteenth Order, the rates proposed by TCI and/or approved by the local franchising authority would normally go into effect 90 days after the filing, or, in this case, approximately June 1, 1997. If TCI implements its proposed rates rather than the recommended rates, TCI should be required to reduce its basic service, equipment, and installation rates, in all cases where such rates exceed the recommended maximum permitted rates, and provide refunds or credits to affected subscribers in the earliest possible billing cycle.

Please call me if you have any questions regarding this letter.

Sincerely yours,



Michael S. Katz

¹⁸ We have not recomputed the IWMP rate and simply recommend continuation of the maximum permitted rate approved last year. This seems reasonable since 1) it would require information from all forty of the sample systems to compute a new national rate, and 2) a quick check of what the rate would be if TCI had filed individual system Forms 1205 in Seattle and Portland indicated that the IWMP rate would not be materially different than prior years; a higher HSC was offset by lower inside wiring maintenance hours.

Attachment A

Rate Calculations

FCC FORM 1240
UPDATING MAXIMUM PERMITTED RATES FOR REGULATED CABLE SERVICES

Cable Operator:

Name of Cable Operator		
TCI - Portland		
Mailing Address of Cable Operator		
Corrected re Improper Treatment of Cost of Forced Relocates		
City	State	ZIP Code
Prepared May 5, 1997		

1. Does this filing involve a single franchise authority and a single community unit?	YES	NO
	x	

If yes, complete the franchise authority information below
and enter the associated CUID number here:

OR0004

2. Does this filing involve a single franchise authority but multiple community units?	YES	NO
		x

If yes, enter the associated CUIDs below and complete the franchise authority information at the bottom of this page:

--

3. Does this filing involve multiple franchise authorities?

If yes, attach a separate sheet for each franchise authority and include the following franchise authority information with its associated CUID(s):

Franchise Authority Information:

Name of Local Franchising Authority		
Mailing Address of Local Franchising Authority		
City	State	ZIP Code
Telephone number	Fax Number	

4. For what purpose is this Form 1240 being filed? Please put an "X" in the appropriate box.

- a. Original Form 1240 for Basic Tier
- b. Amended Form 1240 for Basic Tier
- c. Original Form 1240 for CPS Tier
- d. Amended Form 1240 for CPS Tier

x

5. Indicate the one year time period for which you are setting rates (the Projected Period).

TO		
	06/01/97	05/31/98

(mm/yy)

6. Indicate the time period for which you are performing a true-up.

TO		
	12/01/95	11/30/96

(mm/yy)

7. Status of Previous Filing of FCC Form 1240 (enter an "x" in the appropriate box)

- a. Is this the first FCC Form 1240 filed in any jurisdiction?
- b. Has an FCC Form 1240 been filed previously with the FCC?

YES	NO
	x
	x

If yes, enter the date of the most recent filing:

	(mm/dd/yy)
--	------------

- c. Has an FCC Form 1240 been filed previously with the Franchising Authority?

YES	NO
x	

If yes, enter the date of the most recent filing:

03/01/96	(mm/dd/yy)
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8. Status of Previous Filing of FCC Form 1210 (enter an "x" in the appropriate box)

a. Has an FCC Form 1210 been previously filed with the FCC?

YES NO

If yes, enter the date of the most recent filing:

(mm/dd/yy)

b. Has an FCC Form 1210 been previously filed with the Franchising Authority?

YES NO

If yes, enter the date of the most recent filing:

(mm/dd/yy)

9. Status of FCC Form 1200 Filing (enter an "x" in the appropriate box)

a. Has an FCC Form 1200 been previously filed with the FCC?

YES NO

If yes, enter the date filed:

(mm/dd/yy)

b. Has an FCC Form 1200 been previously filed with the Franchising Authority?

YES NO

If yes, enter the date filed:

(mm/dd/yy)

10. Cable Programming Services Complaint Status (enter an "x" in the appropriate box)

a. Is this form being filed in response to an FCC Form 329 complaint?

YES NO

If yes, enter the date of the complaint:

(mm/dd/yy)

11. Is FCC Form 1205 Being Included With This Filing

YES NO

12. Selection of "Going Forward" Channel Addition Methodology (enter an "x" in the appropriate box)

☐ Check here if you are using the original rules [MARKUP METHOD].

☒ Check here if you are using the new, alternative rules [CAPS METHOD].

If using the CAPS METHOD, have you elected to revise recovery for channels added during the period May 15, 1994 to Dec. 31, 1994?

YES NO

x

13. Headend Upgrade Methodology

*NOTE: Operators must certify to the Commission their eligibility to use this upgrade methodology and attach an equipment list and depreciation schedule.

☐ Check here if you are a qualifying small system using the streamlined headend upgrade methodology.

Part I: Preliminary Information

Module A: Maximum Permitted Rate From Previous Filing

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
A1	Current Maximum Permitted Rate	\$10.5475	\$15.3128			

Module B: Subscribership

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
B1	Average Subscribership For True-Up Period 1	26,860	24,955			
B2	Average Subscribership For True-Up Period 2	0	0			
B3	Estimated Average Subscribership For Projected Period	26,429	24,141			

Module C: Inflation Information

Line	Line Description	
C1	Unclaimed Inflation: Operator Switching From 1210 To 1240	1.0000
C2	Unclaimed Inflation: Unregulated Operator Responding to Rate Complaint	1.0000
C3	Inflation Factor For True-Up Period 1 [Wks 1]	1.0226
C4	Inflation Factor For True-Up Period 2 [Wks 1]	
C5	Current FCC Inflation Factor	1.0221

Module D: Calculating the Base Rate

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
D1	Current Headend Upgrade Segment					
D2	Current External Costs Segment	\$0.4694	\$4.5795			
D3	Current Caps Method Segment		\$0.9300			
D4	Current Markup Method Segment					
D5	Current Channel Movement and Deletion Segment					
D6	Current True-Up Segment	(\$0.0307)	\$0.3732			
D7	Current Inflation Segment+Gap Inflation (line 11)	\$0.3843	\$0.3621			
D8	Base Rate [A1-D1-D2-D3-D4-D5-D6-D7]	\$9.7245	\$9.0680			

Part II: True-Up Period Module E: Timing Information

Line	Line Description	
E1	What Type of True-Up Is Being Performed? (Answer "1", "2", or "3". See Instructions for a description of these types.) If "1", go to Module I. If "2", answer E2 and E3. If "3", answer E2, E3, E4, and E5.	2
E2	Number of Months in the True-Up Period 1	12
E3	Number of Months between the end of True-Up Period 1 and the end of the most recent Projected Period	6
E4	Number of Months in True-Up Period 2 Eligible for Interest	0
E5	Number of Months True-Up Period 2 Ineligible for Interest	0

Module F: Maximum Permitted Rate For True-Up Period 1

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
F1	Caps Method Segment For True-Up Period 1 [Wks 2]		\$0.9878			
F2	Markup Method Segment For True-Up Period 1 [Wks 3]	\$0.0000				
F3	Chan Mvmnt Deletn Segment For True-Up Period 1 [Wks' 4/5]					
F4	True-Up Period 1 Rate Eligible For Inflation [D8+F1+F2+F3]	\$9.7245	\$10.0558			
F5	Inflation Segment for True-Up Period 1 [(F4*C3)-F4]	\$0.2196	\$0.2271			
F6	Headend Upgrade Segment For True-Up Period 1 [Wks 6]					
F7	External Costs Segment For True-Up Period 1 [Wks 7]	\$0.4663	\$4.3413			
F8	True-Up Segment For True-Up Period 1	(\$0.0317)	\$0.3829			
F9	Max Perm Rate for True-Up Period 1 [F4+F5+F6+F7+F8]	\$10.3787	\$15.0071			

Module G: Maximum Permitted Rate For True-Up Period 2

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
G1	Caps Method Segment For True-Up Period 2 [Wks 2]					
G2	Markup Method Segment For True-Up Period 2 [Wks 3]					
G3	Chan Mvmnt Deletn Segment For True-Up Period 2 [Wks' 4/5]					
G4	TU Period 2 Rate Eligible For Inflation [D8+F5+G1+G2+G3]					
G5	Inflation Segment for True-Up Period 2 [(G4*C4)-G4]					
G6	Headend Upgrade Segment For True-Up Period 2 [Wks 6]					
G7	External Costs Segment For True-Up Period 2 [Wks 7]					
G8	True-Up Segment For True-Up Period 2					
G9	Max Perm Rate for True-Up Period 2 [G4+G5+G6+G7+G8]					

Module H: True-Up Adjustment Calculation

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
Adjustment For True-Up Period 1						
H1	Revenue From Period 1	\$3,326,342.40	\$4,078,645.20			
H2	Revenue From Max Permitted Rate for Period 1	\$3,345,272.5327	\$4,494,037.5716			
H3	True-Up Period 1 Adjustment [H2-H1]	\$18,930.1327	\$415,392.3716			
H4	Interest on Period 1 Adjustment	\$2,189.5361	\$48,045.9692			
Adjustment For True-Up Period 2						
H5	Revenue From Period 2 Eligible for Interest					
H6	Revenue From Max Perm Rate for Period 2 Eligible For Interest					
H7	Period 2 Adjustment Eligible For Interest [H6-H5]					
H8	Interest on Period 2 Adjustment (See instructions for formula)					
H9	Revenue From Period 2 Ineligible for Interest					
H10	Revenue From Max Perm Rate for Period 2 Ineligible for Interest					
H11	Period 2 Adjustment Ineligible For Interest [H10-H9]					
Total True-Up Adjustment						
H12	Previous Remaining True-Up Adjustment	(\$12,475.3468)	(\$267,695.2499)			
H13	Total True-Up Adjustment [H3+H4+H7+H8+H11+H12]	\$8,644.3220	\$195,743.0909			
H14	Amount of True-Up Claimed For This Projected Period	\$8,644.3220	\$195,743.0909			
H15	Remaining True-Up Adjustment [H13-H14]	\$0.0000	\$0.0000			

Part III: Projected Period Module I: New Maximum Permitted Rate

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
I1	Caps Method Segment For Projected Period [Wks 2]		\$1.8059			
I2	Markup Method Segment For Projected Period [Wks 3]					
I3	Chan Mvmnt Deletn Segment For Projected Period [Wks 4/5]					
I4	Proj. Period Rate Eligible For Inflation [D8+F5+G5+I1+I2+I3]	\$9.9441	\$11.101			
I5	Inflation Segment for Projected Period [(I4*C5)-I4]	\$0.2198	\$0.2453			
I6	Headend Upgrade Segment For Projected Period [Wks 6]					
I7	External Costs Segment For Projected Period [Wks 7]	\$0.667	\$5.1007			
I8	True-Up Segment For Projected Period	\$0.0273	\$0.6757			
I9	Max Permitted Rate for Projected Period [I4+I5+I6+I7+I8]	\$10.8581	\$17.1228			
I10	Operator Selected Rate For Projected Period	\$10.99	\$16.56			

Note: The maximum permitted rate figures do not take into account any refund liability you may have. If you have previously been ordered by the Commission or your local franchising authority to make refunds, you are not relieved of your obligation to make such refunds even if the permitted rate is higher than the contested rate or your current rate.

Certification Statement

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE TITLE 18, SECTION 1001), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the statements made in this form are true and correct to the best of my knowledge and belief, and are made in good faith.

Signature	Date
Name and Title of Person Completing this Form:	
Telephone number	Fax Number

Worksheet 1 - True-Up Period Inflation

For instructions, see Appendix A of Instructions For FCC Form 1240

Line	Period	FCC Inflation Factor
101	Month 1	2.22%
102	Month 2	2.39%
103	Month 3	2.39%
104	Month 4	2.39%
105	Month 5	2.22%
106	Month 6	2.22%
107	Month 7	2.22%
108	Month 8	2.21%
109	Month 9	2.21%
110	Month 10	2.21%
111	Month 11	2.21%
112	Month 12	2.21%
113	Average Inflation Factor for True-Up Period 1	1.0226
114	Month 13	
115	Month 14	
116	Month 15	
117	Month 16	
118	Month 17	
119	Month 18	
120	Month 19	
121	Month 20	
122	Month 21	
123	Month 22	
124	Month 23	
125	Month 24	
126	Average Inflation Factor for True-Up Period 2	

Worksheet 2 - Caps Method True-Up Period, Tier 2

Question 1. Indicate the period for which this worksheet is being used. (Put an "X" in the appropriate box.)

True-Up Period	Projected Period
X	

Question 2. Indicate the tier for which this worksheet is being used. (Put an "X" in the appropriate box.)

Basic	Tier 2	Tier 3	Tier 4	Tier 5
	X			

Question 3. How long is the first period, in months, for which rates are being set with this worksheet?

12

Question 4. How long is the second period, in months, for which rates are being set with this worksheet?

0

Line	Period	1 Previous Regulated Channels	2 Current Regulated Channels	3 Net Change	4 Operators Cap For Channels Added	5 Operator's Cap For License Fees	6 License Fee Reserve Used	7 Total License Fee Reserve Used	8 Total Operators Cap Used	9 Total Caps Adjustment
201	Previous Month							\$0.30	\$0.63	\$0.93
202	Month 1	49	49	0			(\$0.01)	\$0.29	\$0.63	\$0.92
203	Month 2	49	49	0				\$0.29	\$0.63	\$0.92
204	Month 3	49	49	0				\$0.29	\$0.63	\$0.92
205	Month 4	49	49	0				\$0.29	\$0.63	\$0.92
206	Month 5	49	49	0				\$0.29	\$0.63	\$0.92
207	Month 6	49	49	0				\$0.29	\$0.63	\$0.92
208	Month 7	49	49	0		\$0.06		\$0.29	\$0.69	\$0.98
209	Month 8	49	49	0				\$0.29	\$0.69	\$0.98
210	Month 9	49	49	0				\$0.29	\$0.69	\$0.98
211	Month 10	49	49	0				\$0.29	\$0.69	\$0.98
212	Month 11	49	50	1	\$0.20			\$0.29	\$0.89	\$1.18
213	Month 12	50	50	0				\$0.29	\$0.89	\$1.18
214	Average Period 1 Caps Method Adjustment									\$0.9878

215	Month 13									
216	Month 14									
217	Month 15									
218	Month 16									
219	Month 17									
220	Month 18									
221	Month 19									
222	Month 20									
223	Month 21									
224	Month 22									
225	Month 23									
226	Month 24									
227	Average Period 2 Caps Method Adjustment									

Worksheet 2 - Caps Method Projected Period, Tier 2

Question 1. Indicate the period for which this worksheet is being used. (Put an "X" in the appropriate box.)

True-Up Period	Projected Period
	X

Question 2. Indicate the tier for which this worksheet is being used. (Put an "X" in the appropriate box.)

Basic	Tier 2	Tier 3	Tier 4	Tier 5
	X			

Question 3. How long is the first period, in months, for which rates are being set with this worksheet?

12

Question 4. How long is the second period, in months, for which rates are being set with this worksheet?

0

Line	Period	1 Previous Regulated Channels	2 Current Regulated Channels	3 Net Change	4 Operators Cap For Channels Added	5 Operator's Cap For License Fees	6 License Fee Reserve Used	7 Total License Fee Reserve Used	8 Total Operators Cap Used	9 Total Caps Adjustment
201	Previous Month							\$0.29	\$0.89	\$1.18
202	Month 1	50	50	0		(\$0.09)	\$0.69	\$0.99	\$0.80	\$1.79
203	Month 2	50	50	0				\$0.99	\$0.80	\$1.79
204	Month 3	50	50	0				\$0.99	\$0.80	\$1.79
205	Month 4	50	50	0				\$0.99	\$0.80	\$1.79
206	Month 5	50	50	0				\$0.99	\$0.80	\$1.79
207	Month 6	50	50	0				\$0.99	\$0.80	\$1.79
208	Month 7	50	50	0				\$0.99	\$0.80	\$1.79
209	Month 8	50	50	0			\$0.05	\$1.04	\$0.80	\$1.84
210	Month 9	50	50	0				\$1.04	\$0.80	\$1.84
211	Month 10	50	50	0				\$1.04	\$0.80	\$1.84
212	Month 11	50	50	0				\$1.04	\$0.80	\$1.84
213	Month 12	50	50	0				\$1.04	\$0.80	\$1.84
214	Average Period 1 Caps Method Adjustment									\$1.8059

Worksheet 7 - External Costs True-Up Period

For instructions, see Appendix A of Instructions For FCC Form 1240

Question 1. For which time period are you filling out this worksheet? [Put an "X" in the appropriate box.]

Question 2. How long is the first period, in months, for which rates are being set with this worksheet?

Question 3. How long is the second period, in months, for which rates are being set with this worksheet?

True-Up Period	Projected Period
X	
	12
	0

Line	Line Description	Basic	Tier 2	Tier 3	Tier 4	Tier 5
------	------------------	-------	--------	--------	--------	--------

Period 1

External Costs Eligible for Markup						
701	Cost of Programming For Channels Added Prior to 5/15/94 or After 5/15/94 Using Markup Method For Period	\$72,481.37	\$1,151,235.50			
702	Retransmission Consent Fees For Period					
703	Copyright Fees For Period	\$54,603.42	\$58,116.85			
704	External Costs Eligible For 7.5% Markup	\$127,084.79	\$1,209,352.35			
705	Marked Up External Costs	\$136,616.1493	\$1,300,053.7763			
External Costs Not Eligible for Markup						
706	Cable Specific Taxes For Period					
707	Franchise Related Costs For Period					
708	Commission Regulatory Fees For Period	\$13,688.04				
709	Total External Costs For Period	\$150,304.1893	\$1,300,053.7763			
710	Monthly, Per-Subscriber External Costs For Period 1	\$0.4663	\$4.3413			

Period 2

External Costs Eligible for Markup						
711	Cost of Programming For Channels Added Prior to 5/15/94 or After 5/15/94 Using Markup Method For Period					
712	Retransmission Consent Fees For Period					
713	Copyright Fees For Period					
714	External Costs Eligible For 7.5% Markup					
715	Marked Up External Costs					
External Costs Not Eligible for Markup						
716	Cable Specific Taxes For Period					
717	Franchise Related Costs For Period					
718	Commission Regulatory Fees For Period					
719	Total External Costs For Period					
720	Monthly, Per-Subscriber External Costs For Period 2					

Worksheet 7 - External Costs Projected Period

For instructions, see Appendix A of Instructions For FCC Form 1240

True-Up Period	Projected Period
	X
	12
	0

Question 1. For which time period are you filling out this worksheet? [Put an "X" in the appropriate box.]

Question 2. How long is the first period, in months, for which rates are being set with this worksheet?

Question 3. How long is the second period, in months, for which rates are being set with this worksheet?

Line	Line Description	Basic	Tier 2	Tier 3	Tier 4	Tier 5
Period I						
External Costs Eligible for Markup						
701	Cost of Programming For Channels Added Prior to 5/15/94 or After 5/15/94 Using Markup Method For Period	\$129,282.47	\$1,318,341.81			
702	Retransmission Consent Fees For Period					
703	Copyright Fees For Period	\$53,725.89	\$56,200.25			
704	External Costs Eligible For 7.5% Markup	\$183,008.36	\$1,374,542.06			
705	Marked Up External Costs	\$196,733.9870	\$1,477,632.7145			
External Costs Not Eligible for Markup						
706	Cable Specific Taxes For Period					
707	Franchise Related Costs For Period					
708	Commission Regulatory Fees For Period	\$14,799.72				
709	Total External Costs For Period	\$211,533.7070	\$1,477,632.7145			
710	Monthly, Per-Subscriber External Costs For Period I	\$0.6670	\$5.1007			

Worksheet 8 - True-Up Rate Charged

For instructions, see Appendix A of Instructions For FCC Form 1240

Question 1. How long is the True-Up Period 1, in months?

12

Question 2. How long is the True-Up Period 2, in months?

0

Line	Line Description	a Basic	b Tier 2	c Tier 3	d Tier 4	e Tier 5
801	Month 1	\$10.3200	\$11.9400			
802	Month 2	\$10.3200	\$11.9400			
803	Month 3	\$10.3200	\$11.9400			
804	Month 4	\$10.3200	\$11.9400			
805	Month 5	\$10.3200	\$11.9400			
806	Month 6	\$10.3200	\$11.9400			
807	Month 7	\$10.3200	\$15.3000			
808	Month 8	\$10.3200	\$15.3000			
809	Month 9	\$10.3200	\$15.3000			
810	Month 10	\$10.3200	\$15.3000			
811	Month 11	\$10.3200	\$15.3000			
812	Month 12	\$10.3200	\$15.3000			
813	Period 1 Average Rate	\$10.3200	\$13.6200			

814	Month 13					
815	Month 14					
816	Month 15					
817	Month 16					
818	Month 17					
819	Month 18					
820	Month 19					
821	Month 20					
822	Month 21					
823	Month 22					
824	Month 23					
825	Month 24					
826	Period 2 Average Rate					

FORM 1205
DETERMINING REGULATED EQUIPMENT AND INSTALLATION COSTS
"EQUIPMENT FORM"

Community Unit Identifier (CUID) of cable system		Date of Form Submission
National 1205		Prepared May 12, 1997
Name of Cable Operator		
TCI		
Mailing Address of Cable Operator		
Corrected to Exclude Traps, AUDT, Insurance Costs, Disconnects, Retrievals, and Tap Audits		
City	State	ZIP Code
Name and Title of person completing this form:		
Telephone number		Fax Number

Name of Local Franchising Authority		
Mailing Address of Local Franchising Authority		
City	State	ZIP Code

1. This form is being filed: [Enter an "x" in the appropriate box]

☐ In conjunction with FCC Form 1200, FCC Form 1220, or FCC Form 1225.

Attach the completed FCC Form 1200, FCC Form 1220, or FCC Form 1225 to the front of this form.

OR

☒ In order to fulfill FCC rules requiring an annual filing of this form

Enter the date on which you last filed this form (mm/dd/yy)

Note: This should be the date on which the rates last justified, by using either FCC Form 393 or the prior filing of this form, were in effect.

2. Enter the date on which you closed your books for the fiscal year reflected in this form:

(mm/dd/yy)

Note: This will indicate the end of the 12-month fiscal year for which you are filing this form.

3. Indicate the corporate status of your cable system [Enter an "x" in the correct box]

- ☒ C-Corporation
☐ Subchapter S corporation
☐ Partnership
☐ Sole Proprietorship
☐ Other [Please explain below]

SCHEDULE A: CAPITAL COSTS OF SERVICE INSTALLATION AND MAINTENANCE OF EQUIPMENT AND PLANT						
A	Equipment and Plant	Vehicles	Tools	Maintenance Facilities	Other 1. (Specify below)	Other 2. (Specify below)
B	Gross Book Value	\$313,218,479.53	\$184,003,892.82	\$19,035,362.91	\$48,499,364.64	\$12,092,381.00
C	Accumulated Depreciation	\$146,054,424.63	\$96,781,467.61	\$3,830,429.35	\$9,316,760.38	\$6,651,335.00
D	Deferred Taxes	\$14,264,777.16	\$18,545,678.31	\$270,953.44	\$2,528,583.05	(\$157,945.00)
E	Net Book Value [B-(C+D)]	\$152,899,277.74	\$68,676,746.90	\$14,933,980.12	\$36,654,021.21	\$5,598,991.00
F	Rate of Return	0.1123				
G	Calculation of Gross-up Rate					
G1	Federal Income Tax Rate	0.35				
G2	State Income Tax Rate	0.0652				
G3	Net Total Income Tax Rate [(G1+G2)-(G1 x G2)]	0.3924				
G4	Adjustment to Reflect Interest Deductibility					
G4a	Actual Interest Amount	\$1,077,733,520.16				
G4b	Total Net Assets	\$22,685,657,195.23				
G4c	Base Return on Investment Amount [G4b x F]	\$2,552,136,434.4634				
G4d	Interest Deductibility Factor [G4a/G4c]	0.4223				
G5	Effective Tax Rate [G3 x (1-G4d)] [C-Corps skip to G7]	0.2267				
G6	Adjustments for Non-C Corporations					
G6a	Base Return on Investment Amount [G4c]	n/a				
G6b	Distributions					
G6c	Contributions (may not exceed G6b)					
G6d	Returns Subject to Income Tax [G6a-G6b+G6c]	n/a				
G6e	Returns Percentage Subject to Income Tax [G6d/G6a]	n/a				
G7	Gross-Up Rate [C-Corps: 1/(1-G5) Other: 1/(1-(G5 x G6e))]	1.2932				
H	Grossed-Up Rate of Return [F x G7]	0.1455				
I	Return on Investment Grossed-Up for Taxes[E x H]	\$22,246,844.9112	\$9,992,466.674	\$2,172,894.1075	\$5,333,160.0861	\$814,653.1905
J	Current Provision for Depreciation	\$45,093,261.58	\$16,929,242.08	\$855,015.59	\$7,078,323.69	\$953,878.00
K	Annual Capital Costs [I+J]	\$67,340,106.4912	\$26,921,708.754	\$3,027,909.6975	\$12,411,483.7761	\$1,768,531.1905
L	GRAND TOTAL [sum of Line K entries]	\$111,469,739.9093				

Box 1.

Specify Other 1. _____

Specify Other 2. _____

SCHEDULE B: ANNUAL OPERATING EXPENSES FOR SERVICE INSTALLATION AND MAINTENANCE OF EQUIPMENT							
		Salaries & Benefits	Supplies	Utilities	Other Taxes	Other 1. (Specify below)	Other 2. (Specify below)
A	Annual Op. Expenses for Svc. Install. and Maint. of Equip.	\$527,581,531.65	\$58,983,762.31		\$37,090,366.40	\$120,438,037.47	\$83,257,947.60
B	GRAND TOTAL [sum of Line A entries]	\$827,351,645.43					

Box 2.

Specify Other 1. _____

Specify Other 2. _____

SCHEDULE C: CAPITAL COSTS OF LEASED CUSTOMER EQUIPMENT								
A	Equipment	Remote 1	Remote 2	Remote 3	Converter 1	Converter 2	Converter 3	Other Equip
B	Total Maintenance/Service Hours (Attach Explanation)	199421.806			84495.542	3704525.508		
C	Total # of Units in Service	7139105			188811	8282922		
D	Gross Book Value	\$146,340,436.07			\$19,941,455.13	\$1,065,996,006.68		
E	Accumulated Depreciation	\$93,686,208.90			\$17,642,065.68	\$736,533,225.13		
F	Deferred Taxes	\$964,573.21			(\$90,528.15)	\$3,338,619.76		
G	Net Book Value [D-(E+F)]	\$51,689,653.96	\$0.00	\$0.00	\$2,389,917.60	\$326,124,161.79	\$0.00	\$0.00
H	Grossed-Up Rate of Return [From Sched. A, Line H]	0.1455						
I	Return on Investment Grossed-Up for Taxes [G x H]	\$7,520,844.6512	\$0.00	\$0.00	\$347,733.0108	\$47,451,065.5404	\$0.00	\$0.00
J	Current Provision for Depreciation	\$14,997,975.87			\$1,116,935.88	\$139,738,972.36		
K	Annual Capital Costs [I + J]	\$22,518,820.5212	\$0.00	\$0.00	\$1,464,668.8908	\$187,190,037.9004	\$0.00	\$0.00
L	GRAND TOTAL [sum of Line K entries]	\$211,173,527.3124						

Box 3.

SCHEDULE D: AVERAGE HOURS PER INSTALLATION		
A	Average Hours per Unwired Home Installation (attach an explanation)	1.567
B	Average Hours per Pre-Wired Home Installation (attach an explanation)	0.882
C	Average Hours per Additional Connection Installation at Time of Initial Installation (attach an explanation)	0.474
D	Average Hours per Additional Connection Installation Requiring Separate Installation (attach an explanation)	0.743
E	Other Installation (by item Type):	
Itc	Relocate Outlet	
	Average Hours per Installation (attach an explanation)	0.738
Itc	Upgrade Non-Addressable	
	Average Hours per Installation (attach an explanation)	0.476
Itc	Downgrade Non-Addressable	
	Average Hours per Installation (attach an explanation)	0.25

WORKSHEET FOR CALCULATING PERMITTED EQUIPMENT AND INSTALLATION CHARGES

STEP A. Hourly Service Charge

1. Total Capital Costs of Installation and Maintenance [Schedule A, Box 1]	\$111,469,739.9093
2. Total Annual Operating Expenses for Installation and Maintenance [Schedule B, Box 2]	\$827,351,645.43
3. Total Capital Costs and Operating Expenses for Installation and Maintenance [Line 1 + Line 2]	\$938,821,385.3393
4. Customer Equipment and Installation Percentage (attach an explanation)	0.3569
5. Annual Customer Equipment Maintenance and Installation Costs, Excluding Costs of Leased Equipment [Line 3 x Line 4]	\$335,090,994.6665
6. Total Labor Hours for Maintenance and Installation of Customer Equipment and Services (attach explanation)	13983477.8206
7. Hourly Service Charge (HSC) (Line 5/Line 6)	\$23.9634

METHOD OF BILLING FOR INSTALLATIONS (place an "x" in the appropriate box)

- ☐ Installations billed by the hour based on the HSC calculated in Line 7
- ☒ Installations billed as a standard charge.

STEP B. Installation Charge

8. Uniform HSC for all installations (From Step A, line 7)		n/a
OR		
9. Average Charge for Installation Types		
a. Unwired Home Installation		
a1. HSC [Line 7]	\$23.9634	
a2. Average Hours per Unwired Home Installation (Schedule D, Line A)	1.367	
a3. Charge per Unwired Home Installation [a1 x a2]		\$37.5506
b. Pre-wired Home Installation		
b1. HSC [Line 7]	\$23.9634	
b2. Average Hours per Pre-wired Home Installation (Schedule D, Line B)	0.882	
b3. Charge per Pre-wired Home Installation [b1 x b2]		\$21.1357
c. Additional Connection Installation at Time of Initial Installation		
c1. HSC [Line 7]	\$23.9634	
c2. Average Hours per Additional Connection Installation at Time of Init. Install. [Schedule D, Line C]	0.474	
c3. Charge per Additional Connection Installation at Time of Initial Installation [c1 x c2]		\$11.3587
d. Additional Connection Installation Requiring Separate Installation		
d1. HSC [Line 7]	\$23.9634	
d2. Avg. Hours per Additional Connection Installation Req. Sep. Install. [Schedule D, Line D]	0.743	
d3. Charge per Additional Connection Installation Requiring Separate Installation [d1 x d2]		\$17.8048
e. Other Installations (As specified in Schedule D, Line E)		
e1. HSC [Line 7]	\$23.9634	
e2. Average Hours per Installation of Item 1 [Schedule D, Line E, Item 1]	0.738	
e3. Charge per Installation of Item 1 [e1 x e2]		\$17.685
e4. HSC [Line 7]	\$23.9634	
e5. Average Hours per Installation of Item 2 [Schedule D, Line E, Item 2]	0.476	
e6. Charge per Installation of Item 2 [e4 x e5]		\$11.4066
e7. HSC [Line 7]	\$23.9634	
e8. Average Hours per Installation of Item 3 [Schedule D, Line E, Item 3]	0.25	
e9. Charge per Installation of Item 3 [e7 x e8]		\$5.9909

STEP C. Charges for leased Remotes (Calculate separately for each significantly different type)			
	a Remote 1	b Remote 2	c Remote 3
10. Total Maintenance/Service Hours [Corresponding column from Schedule C, Line B]	199421.806	0	0
11. HSC [Line 7]	\$23.9634	\$23.9634	\$23.9634
12. Total Maintenance/Service Cost [Line 10 x Line 11]	\$4,778,824.5059	\$0.00	\$0.00
13. Annual Capital Costs [Corresponding column from Schedule C, Line K]	\$22,518,820.5212	\$0.00	\$0.00
14. Total Cost of Remote [Line 12 + Line 13]	\$27,297,645.0271	\$0.00	\$0.00
15. Number of Units in Service [Corresponding column from Schedule C, Line C]	7139105	0	0
16. Unit Cost [Line 14/Line 15]	\$3.8237	\$0.00	\$0.00
17. Rate per Month [Line 16/(12)]	\$0.3186	\$0.00	\$0.00

STEP D. Charges for leased Converter Boxes (Calculate separately for each significantly different type)			
	a Converter 1	b Converter 2	c Converter 3
18. Total Maintenance/Service Hours [Corresponding column from Schedule C, Line B]	84495.542	3704525.508	0
19. HSC [Line 7]	\$23.9634	\$23.9634	\$23.9634
20. Total Maintenance/Service Cost [Line 18 x Line 19]	\$2,024,800.4712	\$88,773,026.5584	\$0.00
21. Annual Capital Costs [Corresponding column from Schedule C, Line K]	\$1,464,668.8908	\$187,190,037.9004	\$0.00
22. Total Cost of Converter [Line 20 + Line 21]	\$3,489,469.362	\$275,963,064.4588	\$0.00
23. Number of Units in Service [Corresponding column from Schedule C, Line C]	188811	8282922	0
24. Unit Cost [Line 22/Line 23]	\$18.4813	\$33.3171	\$0.00
25. Rate per Month [Line 24/(12)]	\$1.5401	\$2.7764	\$0.00

STEP E. Charges for Other Leased Equipment	
26. Total Maintenance/Service Hours [Corresponding column from Schedule C, Line B]	0
27. HSC [Line 7]	\$23.9634
28. Total Maintenance/Service Cost [Line 26 x Line 27]	\$0.00
29. Annual Capital Costs [Corresponding column from Schedule C, Line K]	\$0.00
30. Total Cost of Equipment [Line 28 + Line 29]	\$0.00
31. Number of Units in Service [Corresponding column from Schedule C, Line C]	0
32. Unit Cost [Line 30/Line 31]	\$0.00
33. Rate per Month [Line 32/(12)]	\$0.00

METHOD OF BILLING FOR CHANGING SERVICE TIERS OR EQUIPMENT [place an "x" in the appropriate box]	
<input type="checkbox"/>	as a Nominal Charge (Enter the nominal charge in Line 34)
<input type="checkbox"/>	as a Uniform Hourly Service Charge
<input checked="" type="checkbox"/>	as an Average Charge (Enter the Average Hours for Changing Service Tiers in Line 36b.)

STEP F. Charges for Changing Service Tiers or Equipment		
34. Nominal Charge for Changing Service Tiers		
If you use an escalating scale of charges, place an "x" in the box at the right.		
OR		
35. Uniform Hourly Service Charge		n/a
OR		
36. Average Charge for Changing Service Tiers		
36a. HSC [Line 7]	\$23.9634	
36b. Average Hours to Change Service Tiers	0.476	
36c. Average Charge for Changing Service Tiers [Line 36a x Line 36b]		\$11.4066

WORKSHEET FOR CALCULATING TOTAL EQUIPMENT AND INSTALLATION COSTS	
1 Total Capital Costs of Installation and Maintenance [Schedule A, Box 1]	\$111,469,739.9093
2 Total Annual Operating Expenses for Installation and Maintenance [Schedule B, Box 2]	\$827,351,645.43
3 Total Annual Capital Costs of Installation and Maintenance [Line 1 + Line 2]	\$938,821,385.3393
4 Customer Equipment and Installation Percentage (attach explanation)	0.3569
5 Annual Customer Equipment Maintenance and Installation Costs, Excluding Costs of Leased Equipment [Line 3 x Line 4]	\$335,065,352.4276
6 Total Capital Costs of Leased Customer Equipment [Schedule C, Box 3]	\$211,173,527.3124
7 Annual Customer Equipment and Installation Costs [Line 5 + Line 6]	\$546,238,879.74
8 Percentage Allocation to Franchise Area (see instructions)	
9 Allocated Annual Equipment and Installation Cost [Line 7 x Line 8]	\$0.00
10 Monthly Equipment and Installation Cost [Line 9 / (12)]	\$0.00
11 Number of Basic Subscribers in Franchise	
12 Monthly Equipment and Installation Cost per Subscriber [Line 10 / Line 11]	#DIV/0!
13 Inflation Adjustment Factor [See Instructions]	
14 Adjusted Monthly Equipment and Installation Cost per Subscriber [Line 12 x Line 13]	#DIV/0!

SUMMARY SCHEDULE

Current Equipment and Installation Rates	Permitted	Actual
1. Charges for Cable Service Installations		
a. Hourly Rate [Step A, Line 7]		n/a
b. Average Installation Charges:		
1. Installation of Unwired Homes [Step B, Line 9a3]	\$17.55	
2. Installation of Prewired Homes [Step B, Line 9b3]	\$21.14	
3. Installation of Additional Connections at Time of Initial Installation [Step B, Line 9c3]	\$11.36	
4. Installation of Additional Connections Requiring Separate Install [Step B, Line 9d3]	\$17.80	
5. Other Installations (specify) [Step B, Lines 9e3, 9e6, 9e9]		
a.	\$17.69	
b.	\$11.41	
c.	\$5.99	
2. Monthly Charge for Lease of Remote Controls [Step C, Line 17, columns a-c]		
Remote Control Type 1:	\$0.32	
Remote Control Type 2:	\$0.00	
Remote Control Type 3:	\$0.00	
3. Monthly Charge for Lease of Converter Boxes [Step D, Line 25, columns a-c]		
Converter Box Type 1:	\$1.54	
Converter Box Type 2:	\$2.78	
Converter Box Type 3:	\$0.00	
4. Monthly Charge for Lease of Other Equipment [Step E, Line 33]		
Other Equipment (Specify)	\$0.00	
5. Charge for Changing Tiers (if any) [Step F, Line 34, 35 or 36c]	\$11.41	

LABOR COST AND POLICY CHANGES

Indicate your answer to the following three questions by placing an "x" in the appropriate box.

1. Have you included the labor costs associated with subscriber cable drops in your charges for initial installation?

☐ YES
☐ NO

2. Have you capitalized the labor costs associated with subscriber cable drops?

☐ YES
☐ NO

3. If you have filed this form before, have you changed any policy, e.g., cost accounting or cost allocation that causes an increase in the costs included in the computation of equipment and installations charges?

☐ YES (You must attach a full explanation)
☐ NO

CERTIFICATION STATEMENT

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE TITLE 18, SECTION 1001), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the statements made in this form are true and correct to the best of my knowledge and belief, and are made in good faith.

Name of the Cable Operator	Signature
Date	Title

**Amendment to Proposed TCI Franchise
For Consideration at June 26, 1997 Meeting
Multnomah County Commission**

Section 12.2 (C) ~~Coverages provided by Grantee must be underwritten by an insurance company deemed acceptable by the County.~~ Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated B+ or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

4

550

(error)

S/B 450

3.52 "Upgrade" means an improvement in Channel Capacity or other technical aspect of Cable System, which may be accomplished without a Rebuild of the Cable System.

3.53 "Upstream Channel" means the direction of Signals transmitted to the Headend from remote points on the Cable System or from Interconnect points served by the Cable System.

3.54 "Year," "Annual" or "Annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

Section 4. FRANCHISE AREA

4.1 Franchise Area. Grantee shall provide Cable Services authorized by this Franchise and applicable law, within the area of the County located west of the Willamette River.

Section 5. RESIDENTIAL NETWORK AND PROGRAMMING

5.1 Initial Channel Capacity. From the effective date of this Franchise, until a Cable System Upgrade or Rebuild is completed under Section 5.2, Grantee shall maintain the operation of its existing Cable System without diminishing the level of Cable System Capacity Activated on the effective date of this Franchise. Such Capacity shall include a minimum activated Downstream Capacity of 550 MHZ for Cable Services on the Cable System.

5.2 Upgraded Channel Capacity. In addition to specific requirements of this Franchise, Grantee shall Upgrade or Rebuild its Cable System in order to offer the same or greater levels and types of services and capacity within the Franchise Area, within two years of such services or capacity being available on the contiguous cable system owned by Grantee serving the City of Portland.

5.3 Broad Programming categories. Grantee shall provide or enable the provision of at least the following broad categories of Programming:

- (A) Educational programming;
- (B) News & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts; culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary;

The County shall provide Grantee prompt notice of any such claim which Grantee shall defend with counsel of its own choosing and no settlement or compromise of any such claim will be done without the prior written approval of the County, which approval shall not be unreasonably withheld. Grantee shall consult and cooperate with the County while conducting its defense of the County and the County shall fully cooperate with the Grantee.

(B) Indemnification for relocation. Grantee shall indemnify the County for any damages, claims, additional costs or expenses assessed against or payable by the County arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its Facilities in the Streets in a timely manner in accordance with a relocation schedule furnished Grantee by the County in writing, unless Grantee's failure arises directly from the County's negligence or willful misconduct.

12.2 Insurance.

(A) Grantee shall maintain commercial general liability insurance and commercial automobile insurance that protects the Grantee and the County, its officers, agents and employees, from any and all claims for damages or personal injury including death, demands, actions and suits brought against any of them arising from operations under this Franchise or in connection therewith, as follows:

(B) Grantee shall obtain, at Grantee's expense, and keep in effect during the term of this Franchise:

(1) Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Franchise. The following will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any on Fire)	\$50,000

(2) "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined Single Limit per occurrence shall not be less than \$500,000.

(C) Coverages provided by Grantee must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated B+ or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

(D) The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the County and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

TCI Franchise Agreement Renewal)
)
) RESOLUTION
) 97-124

WHEREAS; Multnomah County (COUNTY) entered a Franchise Agreement with TCI of Oregon, Inc. (TCI) for a ten-year term on June 25, 1987, and

WHEREAS, the Franchise Agreement was extended by the Multnomah County Board of Commissioners on May 29, 1997, to permit conclusion of negotiations between COUNTY, TCI and the Mt. Hood Regulatory Commission, and

WHEREAS, a renewal of the Franchise Agreement satisfactory to COUNTY and TCI is now ready to be executed, and is attached to this resolution, and

WHEREAS, MCC 6.70.050 reserves to the Multnomah County Board of Commissioners the right to enter into franchise agreements, now, therefore,

IT IS RESOLVED that the Multnomah County Board of Commissioners approves the attached Franchise Agreement, and

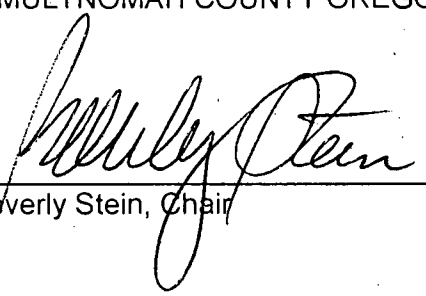
IT IS FURTHER RESOLVED that the Multnomah County Board of Commissioners authorizes the Chair of the Board to execute this Franchise Agreement in its behalf.

ADOPTED this 26th day of June, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

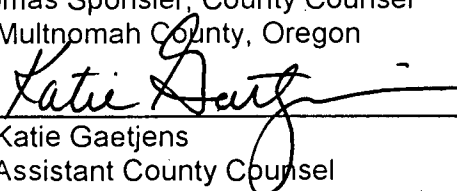
By


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By


Katie Gaetjens
Assistant County Counsel

KG\RESOLUTION-TCI FRANCHISE AGREEMENT RENEWAL

FRANCHISE AGREEMENT

This Franchise Agreement is made and entered into this 26th day of June, 1997, by and between Multnomah County, Oregon and TCI Cablevision of Oregon, Inc..

The parties agree as follows:

Section 1. NATURE AND TERM OF GRANT

1.1 Grant of Franchise.

(A) Multnomah County does hereby grant to TCI Cablevision of Oregon, Inc., who is qualified to do business in Oregon, and to its successors and assigns, a Franchise to construct, operate and maintain a Cable System to provide Cable Services in the Streets of the County.

(B) Throughout this Franchise, Multnomah County, Oregon, shall be referred to as the "County" and TCI Cablevision of Oregon, Inc. shall be referred to as the "Grantee."

1.2 Duration of Franchise. The term of this Franchise, and all rights, privileges, obligations and restrictions pertaining thereto, shall expire July 1, 2005, unless terminated sooner as provided herein.

1.3 Effective date. The effective date of this Franchise shall be July 1, 1997, unless the Grantee fails to execute the Franchise in accordance with Section 22, in which event this Franchise shall be null and void.

1.4 Franchise not exclusive.

(A) This Franchise is not exclusive. The County expressly reserves the right to grant rights or franchises to other Persons, as well as the right in its own name as a county, to use the Streets for similar or different purposes allowed Grantee hereunder, by franchise, permit or otherwise.

(B) (1) If, after the effective date of this Franchise, the County enters into and authorizes a Cable Services franchise, permit, license or other form of agreement with any person other than Grantee to enter the Streets for the construction and operation of a Cable System providing Cable Services within any part of Grantee's Franchise Area in which Grantee is actually providing Cable Services, the material provisions of such agreement shall be reasonably non-discriminatory and competitively neutral with respect to the material provisions of this Franchise, unless otherwise restricted by law.

(2) In the event that any person, (including without limitation a governmental entity), uses facilities in the Streets to provide a multi-channel video service, (including without limitation an open video system), without a franchise, the County shall, to the extent authorized by law, impose on such person equivalent obligations which shall be reasonably non-discriminatory and competitively neutral with respect to the material provisions of this Franchise.

(C) (1) Nothing in Subsection 1.4(B) shall be construed as limiting, restricting or preventing the County from issuing any franchise, permit, license or other form of agreement for all of Grantee's Franchise Area or any portion thereof, that provides for equal or greater requirements or for a similar or higher level of Cable Services to subscribers, than that required of Grantee under this Franchise.

(2) Grantee agrees and acknowledges that, solely for the purposes of Subsection 1.4(B), the provisions of any other franchise issued or administered by the County with respect to the provision of Cable Services and in effect as of the effective date of this Franchise, are reasonably non-discriminatory and competitively neutral.

(3) Grantee agrees and acknowledges that the provisions of Subsection 1.4(B) shall not apply to any franchise, permit, license or other form of agreement issued by the County with respect to the provision of telecommunications services, in effect as of the effective date of this Franchise or at any time thereafter.

1.5 Charter and general resolutions. To the extent authorized by law, this Franchise is subject to the Multnomah County Charter and general resolution provisions passed pursuant thereto, affecting matters of general County concern and not merely existing contractual rights of Grantee, now in effect or hereafter made effective. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and resolutions of the County regarding permits, fees to be paid or the manner of construction. Grantee shall comply with all applicable County resolutions, rules and regulations adopted or established pursuant to the County's lawful authority. Nothing in this Section 1.5 shall be deemed a waiver by Grantee or the County of the rights of Grantee or the County under applicable law. The County shall make a good faith effort to notify the Grantee of any County proceedings which would substantially effect the Grantee's operations, and shall, upon request, provide the Grantee with any County laws or regulations effecting the Grantee's operations.

Section 2: INTERGOVERNMENTAL AGREEMENT/ CABLE REGULATORY COMMISSION

2.1 Intergovernmental Agreement. The County has provided for regulation of this Franchise through a Cable Regulatory Commission ("Commission") created through an Intergovernmental Agreement (attached as Exhibit A). The County has agreed to be bound by the decisions and actions taken by the Commission pursuant to powers, duties, and responsibilities delegated to the Commission under the Intergovernmental Agreement. Unless specifically stated otherwise herein, the Commission shall be the representative and agent of the County in dealing with Grantee under the terms of this Franchise. In fulfilling the terms of this Franchise, Grantee is expected to rely upon, look to, communicate with, and comply with the decisions and orders of the Commission, its agents, and employees on all cable matters with respect to which the County has lawfully delegated the exercise of the County's authority under this Franchise. Nothing in this Franchise is intended to empower the Commission to act contrary to the provisions of the Intergovernmental Agreement. The County retains all powers not expressly delegated to the Commission.

Section 3. DEFINITIONS

3.1 (A) Captions. Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the sections and provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

(B) Definitions. For the purpose of this Franchise, and all Exhibits attached hereto, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

3.2 "Access" means the availability for use by various agencies, institutions, organizations, groups and individuals in the community of the Cable System to acquire, create, and distribute Non-Commercial Programming not under the Grantee's editorial control, including, but not limited to:

(A) "Public Access" means Access where organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary or designated Programmers or users having editorial control over their Programming;

(B) "Educational Access" means Access where schools are the primary or designated Programmers or users having editorial control over their Programming;

(C) "Government Access" means Access where governmental institutions or their designees are the primary or designated Programmers or users having editorial control over their Programming; and

(D) "PEG Access" means Public Access, Educational Access, and Government Access, collectively.

3.3 "Access Channel" means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit PEG Access Programming.

3.4 "Access Corporation" means such non-profit, public corporations as are designated by the County to provide Access in the Franchise Area, and whose duties may include the management of certain Access Facilities and Resources.

3.5 "Access Facilities" means the Channels, services, facilities, equipment, and/or technical components used or useable by and for PEG Access.

3.6 "Access Resources" means all operating support and other financial means by which PEG Access may be funded.

3.7 "Activation" or "Activated" means the status of any Capacity or part of the Cable System in which any Residential Service or PEG Access use requiring the use of that Capacity or part may be made available without further installation of System Equipment, whether hardware or software.

3.8 "Affiliated Entity" means any entity having ownership or control in common with the Grantee, in whole or in part, including, without limitation, Grantee's Parent Corporations and any subsidiaries or affiliates of such Parent Corporations.

3.9 "Basic Service Tier" is the level of Programming service which includes, at a minimum, all Broadcast Channels, all PEG Access Channels required in this Franchise, and any additional Programming added by the Grantee, as provided under federal law.

3.10 "Broadcast Channels" means local commercial television stations, qualified low power stations and qualified local noncommercial educational television stations, as referenced under 47 USC § 534 (1997 Supp.).

3.11 "Cable Programming Service Tier" is any video Cable Service, other than Basic Service Tier or Pay Services, as provided under federal law.

3.12 "Cable Services" shall have the meaning provided under Federal law and regulations.

3.13 "Cable System" means a system of plant, Facilities, equipment, and closed Signal transmission paths, including, without limitation, antennas, cables, amplifiers, towers, microwave links, studios, real and personal property, and any and all other conductors, home terminals, converters, remote control units, and all associated equipment or Facilities designed and constructed for the purposes of distributing Cable Services and of producing, receiving, amplifying, storing, processing or distributing Signals, whether owned, rented, leased, leased-purchased or otherwise controlled by or within the responsibility of the Grantee, as referenced under 47 USC Section 522(7) (1997 Supp.).

3.14 "Capacity" means the capability of the Cable System to carry Signals. At the time of the effective date of this Franchise, Capacity may be described in terms of portions of the total radio frequency bandwidth by specifying a number of MHZ, but this is subject to changes in technology.

3.15 "Capital" or "Capital Costs" means the expenditure of funds for services, products or other resources, whose useful life can be expected to exceed a period of time longer than one year.

3.16 "Channel" means a time or frequency slot or technical equivalent on the Cable System, discretely identified and capable of carrying full motion color video, mono or stereo audio, and may include other non-video subcarriers and digital information.

3.17 "County" means Multnomah County, Oregon, a political subdivision of the state of Oregon, and all of the territory within its corporate boundaries, as such may change from time to time.

3.18 "County Board" means the Multnomah County Board of Commissioners.

3.19 "Designated Access Provider" means the entity or entities designated by the County under Section 7.1.

3.20 "Downstream Channel" means the direction of Signals from the Headend to Subscribers or Interconnect points served by the Cable System.

3.21 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation and sleeping, and is lawfully occupied for residential purposes. Buildings with more than one set of facilities for cooking shall be considered multiple dwelling units unless the additional facilities are clearly accessory.

3.22 "Ed-Net" means Oregon's educational telecommunications network, as set forth in ORS 354.505 through ORS 354.550 (1995), its successors and assigns, so long as Ed-Net remains a government affiliated or Non-Commercial entity.

3.23 "Facility" means any tangible component of the Cable System.

3.24 "FCC" means the Federal Communications Commission.

3.25 "Fiber" means a transmission medium of optical fiber cable capable of carrying Cable Services by means of lightwave impulses.

3.26 "Franchise" means this franchise agreement, as fully executed by the County and the Grantee.

3.27 "Franchise Area" means the area within the County within which the Grantee is authorized to provide Cable Services, as described in Section 4.1 and as may be modified from time to time.

3.28 "Gross Revenues" means all amounts, in whatever form and from all sources, earned either by the Grantee from the operation of Grantee's Cable System to provide Cable Services within the County, or by any Affiliated Entity only to the extent such amounts are earned from the operation of Grantee's Cable System to provide Cable Services within the County. "Gross Revenues" shall include, without limitation, amounts for Basic Service Tier, Cable Programming Service Tiers, Pay Services, audio services, Subscriber installations and transactions, Leased Access, advertising, and equipment rentals, and all other revenues derived from the operation of Grantee's Cable System to provide Cable Services. Revenues which are not directly attributable to specific customers, such as advertising revenue and home shopping commissions, shall be allocated to systems and jurisdictions on a per subscriber basis measured in a consistent manner from period to period. "Gross Revenues" shall also include amounts earned during any period regardless of whether: (1) the amounts are paid in cash, in trade or by means of some other benefit to the Grantee or any Affiliated Entity; (2) the goods or services with which the revenue is associated are provided at cost or the revenue amount can be matched against an equivalent expenditure; and (3) the amounts are initially recorded by the Grantee or an Affiliated Entity. "Gross Revenues" shall not be net of (1) any operating expense; (2) any accrual, including, without limitation, any accrual for commissions; or (3) any other expenditure, regardless of whether such expense, accrual or expenditure reflects a cash payment. "Gross Revenues", however, shall not be double counted. Revenues of both Grantee and an Affiliated Entity that represent a transfer of funds between the Grantee and the Affiliated Entity, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliated Entity, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee's revenue to an Affiliated Entity and which may otherwise constitute revenue of the Affiliated Entity, shall not constitute additional Gross Revenues for the purpose of this Franchise. "Gross Revenues" shall include amounts earned by Affiliated Entities only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee's Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly but for the existence of Affiliated Entities. "Gross Revenues" shall not include sales or other similar taxes imposed by law on Subscribers which the Grantee is obligated to collect.

3.29 "Headend" means Grantee's Facility for Signal reception and dissemination on the Cable System, including cable, antennas and wires, satellite dishes, monitors, switchers, modulators, processors, equipment for the Interconnection of the Cable System with adjacent cable systems or other separate communications networks, and all other related equipment and Facilities.

3.30 "Interconnect" or "Interconnection" means the provision by Grantee of technical, engineering, physical, financial, and all other necessary components to provide and adequately maintain

a physical linking of Grantee's Cable System with any other designated cable system or other separate communications network so that Cable Services of technically adequate quality may be sent to and received from such other systems.

3.31 "Leased Access Channel" means any Channel or portion of a Channel commercially available for Programming for a fee or charge by Persons other than the Grantee, under the requirements of 47USC § 532 (1997 Supp.).

3.32 "Non-Commercial" means use of the Cable System by any public, tax-exempt organization or by any other user for a purpose that is not intended to generate income for the user which may be subject to federal, state, or local income taxes.

3.33 "Parent Corporations" means TCI West, Inc., TCI Holdings, Inc., and Tele-Communications, Inc., as now or hereafter constituted, and includes any other existing or future corporations with greater than fifty percent ownership or control over Grantee.

3.34 "Pay Service" means video Signals delivered to Subscribers for a special fee or charge over and above the regular charges for Basic Service Tier and Cable Programming Service Tier, on a per Channel, per program, or other subscription basis.

3.35 "PEG Institution" means any public educational institution, including primary and secondary schools, community colleges, colleges, universities and extension centers, and all similarly situated private and parochial educational institutions which have received the appropriate accreditation from the State of Oregon and, where required, from other authorized accrediting agencies; any agency of government, excluding state or federal governments; public libraries; Ed-Net; and Designated Access Providers.

3.36 "Penalties" means any and all monetary penalties provided for in this Franchise.

3.37 "Person" means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Oregon, and includes any natural person.

3.38 "Programmer" means any Person responsible for Programming on the Cable System, including, without limitation, any Person who produces or otherwise provides Programming material for transmission on the Cable System.

3.39 "Programming" means the process of causing television programs or other patterns of Signals to be transmitted on the Cable System, and includes all programs or patterns of Signals transmitted or capable of being transmitted, on the Cable System.

3.40 "Rebuild" means to replace or overlash substantially the entire Cable System plant, except for overhead messenger cable and underground ducts, which may include an Upgrade of the Grantee's Cable System.

3.41 "Record" means written or graphic materials, however produced or reproduced, or any other tangible permanent record, including, without limitation, all letters, correspondence, memoranda, minutes, notes, summaries or accounts of telephone conversations, summaries or accounts of personal conversations or interviews, reports, notebooks, sketches, summaries or accounts of meetings or conferences, opinions or reports of consultants or experts, invoices, billings, statements of accounts, studies, appraisals, analyses, contracts, agreements, charts, graphs, photographs and any other writings or recordings of every kind and description, including magnetic media, and all sound recordings, to the extent related to the enforcement or administration of this Franchise.

3.42 "Residential Services" means Cable Services delivered to single or multiple Dwelling Units.

3.43 "Residential Subscriber" means any Subscriber receiving Residential Services.

3.44 "Section" or "Subsection" means any provision of this Franchise, unless specified as part of another document.

3.45 "Signal" means any analog or digital electrical or light impulses carried on the Cable System, which includes any combination of audio, video, voice or data.

3.46 "Standard Installation" means an installation of no more than 125 feet measured from an installation point on the exterior wall of the site to the nearest point of access on the Cable System from which it is technically feasible and/or designed to serve the site, up to two (2) outlets, and which qualifies a Subscriber for installation at standard rates.

3.47 "Standard Video Channel" means a portion of the electromagnetic frequency spectrum which is capable of delivering both the audio and video portions of a television signal at an acceptable level of quality to Residential Subscribers. Upon the effective date of this Franchise, such capability generally requires six (6) MHZ capacity, but this is subject to changes in technology.

3.48 "Streets" means the surface of any public street, road, alley or highway, within the County, used or intended to be used for general transportation purposes to the extent the County has the right to allow the Grantee to use them, and the space above and below.

3.49 "Subscriber" means any Person who is lawfully receiving, for any purpose or reason, any Cable Services provided by Grantee by means of or in connection with the Cable System, whether or not a fee is paid for such service.

3.50 "System Equipment" means all Cable System cable, hardware, active and passive electronics, and software required, except for User Equipment, to activate and make available any service provided over the Cable System.

3.51 "Tap" means to observe or monitor video, audio, digital or other non-video Signals, or any combination of such Signals carried on the Cable System, where the observer is neither of the communicating parties, whether the exchange is observed by visual or electronic means, for any purpose whatsoever.

3.52 "Upgrade" means an improvement in Channel Capacity or other technical aspect of Cable System, which may be accomplished without a Rebuild of the Cable System.

3.53 "Upstream Channel" means the direction of Signals transmitted to the Headend from remote points on the Cable System or from Interconnect points served by the Cable System.

3.54 "Year," "Annual" or "Annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

Section 4. FRANCHISE AREA

4.1 Franchise Area. Grantee shall provide Cable Services authorized by this Franchise and applicable law, within the area of the County located west of the Willamette River.

Section 5. RESIDENTIAL NETWORK AND PROGRAMMING

5.1 Initial Channel Capacity. From the effective date of this Franchise, until a Cable System Upgrade or Rebuild is completed under Section 5.2, Grantee shall maintain the operation of its existing Cable System without diminishing the level of Cable System Capacity Activated on the effective date of this Franchise. Such Capacity shall include a minimum activated Downstream Capacity of 450 MHZ for Cable Services on the Cable System.

5.2 Upgraded Channel Capacity. In addition to specific requirements of this Franchise, Grantee shall Upgrade or Rebuild its Cable System in order to offer the same or greater levels and types of services and capacity within the Franchise Area, within two years of such services or capacity being available on the contiguous cable system owned by Grantee serving the City of Portland.

5.3 Broad Programming categories. Grantee shall provide or enable the provision of at least the following broad categories of Programming:

- (A) Educational programming;
- (B) News & information;
- (C) Sports;
- (D) General entertainment (including movies);
- (E) Children/family-oriented;
- (F) Arts; culture and performing arts;
- (G) Foreign language;
- (H) Science/documentary;

- (I) Weather information;
- (J) Programming addressed to diverse ethnic and minority interests in the County; and
- (K) National, state and local government affairs.

5.4 Deletion or reduction of Programming categories.

(A) Grantee shall not delete or so limit as to effectively delete any broad category of Programming identified in Section 5.3 and within its control without the consent of the County, or as otherwise authorized by law.

(B) In the event of a modification proceeding under federal law, the mix and quality of services provided by the Grantee on the effective date of this Franchise shall be deemed the mix and quality of services required under this Franchise throughout its term.

(C) In the event any applicable law or regulation materially alters the terms and conditions under which Grantee carries Programming within the broad Programming category described in Section 5.3, then Grantee shall be obligated to carry such Programming only upon reasonable terms and conditions.

5.5 Obscenity. Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any Programming which is obscene under applicable law. Grantee shall be deemed to have transmitted or permitted a transmission of obscene Programming only if a court of competent jurisdiction has found that any of Grantee's officers or employees, acting in their authorized capacity, have knowingly permitted Programming which is obscene under applicable law to be transmitted over any Channel that is subject to Grantee's editorial control.

5.6 Parental Control Device. Upon request by any Subscriber, Grantee shall make available a parental control or lockout device to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

5.7 Leased Access Channels. Grantee shall meet the Leased Access Channel requirements imposed by federal law.

5.8 Broadcast Channels. To the extent required by federal law, Grantee shall provide Broadcast Channels to all Residential Subscribers

Section 6. PEG ACCESS

6.1 Designated PEG Access Providers.

(A) The County may designate Non-Commercial PEG Access providers, including itself for Government Access purposes, to control and manage the use of any or all Access Facilities and Resources provided by the Grantee under this Franchise, including, without limitation, the operation of

Interconnected Access Channels. To the extent of such designation by the County, as between the Designated Access Provider and the Grantee, the Designated Access Provider shall have sole and exclusive responsibility for operating and managing such Access Facilities and Resources.

(B) Grantee shall cooperate with Designated Access Providers in the use of the Cable System and Access Facilities and Resources for the provision of PEG Access. Grantee shall enter into such operating agreements with Designated Access Providers as may be necessary to facilitate and coordinate the provision of PEG Access, provided that all such operating agreements shall not be inconsistent with the terms of this Franchise.

(C) Except as provided in this Franchise, the County shall allocate Access Facilities and Resources to Designated Access Providers only. Grantee shall cooperate with the County in such allocations, in such manner as the County shall direct.

6.2 Access Channel Capacity on the Residential Network.

(A) Downstream Channels. Grantee shall provide to all Residential Subscribers, for use by Designated Access Providers, the same Access Channels on its Cable System within the County as Grantee provides on its contiguous cable system serving the City of Portland.

(B) Closed Channels. Grantee shall provide closed Channels sufficient to enable both prerecorded and live cablecasts from remote points on the Cable System, including the live origination points under Section 6.5 and Designated Access Providers, and to and from all Interconnection points on the Cable System, and to enable the distribution of PEG Access to Residential Subscribers on Access Channels and to all Interconnection points on the Cable System.

6.3 Access Channel assignments. As of the effective date of the Franchise, Channel assignments for PEG Access are as follows:

- (1) Channel 11 - public access
- (2) Channel 30 - government access
- (3) Channel 31 - educational access
- (4) Channel 33 - public access
- (5) Channel 53 - educational access

PEG Access Channel assignments, as provided under this Section and for Access Channels added in the future, shall coincide with access channel assignments on Grantee's contiguous cable system serving the City of Portland. Grantee shall notify the County at least 60 days prior to any changes in Access Channel assignments taking place. Access Channel types (i.e., Public, Educational, Government) as provided under this Section, may be adjusted by Designated Access Providers upon approval by the County. If technology changes render Channel assignments obsolete, Grantee shall negotiate with the County to determine equitable placement of Access Channels.

6.4 Access Channels on Lowest Service Tier. All Access Channels required by this Franchise shall be included by Grantee on the Basic Service Tier and therefore be made available to every Cable Service Subscriber, except as otherwise provided for in Federal law or under this Franchise.

6.5 Live Origination Points.

(A) Grantee shall provide, at a minimum, the transmission capability for Designated Access Providers to originate discrete, live Programming from:

(1) Designated Access Providers; and,

(2) any available Programming origination points on any cable system with which the PEG Access Channels are Interconnected, provided other cable operators permit.

(B) Upon request by the County, Grantee shall construct and extend the Cable System to provide the functional ability for Designated Access Providers to originate live Programming from sites within the Franchise Area. The County shall notify the Grantee of the sites to be Activated based on demonstrated community need and interest. The Grantee shall Activate the sites within one (1) year of notification by the County. Grantee may credit Incremental, direct costs of constructing live origination sites under Section 6.5(B) from funds under Section 7.1 following the County's approval under Section 7.1(B).

(C) Grantee shall provide Activated Closed Channel Capacity, as required by Section 6.2(B), enabling the use of the live origination sites at the time of Activation.

(D) For purposes of transmission capability from live origination points as set forth in 6.5 and for no other purpose, Grantee's Cable System shall have the technical Capacity to provide a minimum Upstream Channel Capacity of four (4) Channels throughout the Franchise Area. However, only two (2) of those Channels will be technically satisfactory for transmitting Programming, and only one (1) of those two (2) Channels is technically capable of transmitting Programming at any one time.

6.6 Access Interconnections. Grantee shall provide, at a minimum, Activated Interconnection of the Headend to contiguous cable operators for shared PEG Access and Ed-Net Programming; and Activated Interconnection of the Headend to Designated Access Providers for shared PEG Access Programming on Access Channels. Designated Access Providers shall have the exclusive right to control and schedule the operation of all Interconnections of the PEG Access Channels with other cable systems and other entities. Grantee shall take all necessary technical steps to ensure that technically adequate signal quality and routing systems are provided for all Access Interconnections.

6.7 Change in Technology. In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's Signal delivery technology, which directly or indirectly substantially affects the Signal quality or transmission of Access Programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, to ensure that the capabilities of Designated Access Providers or Access Programmers are not diminished or adversely affected by such change.

6.8 Technical quality.

(A) Grantee shall maintain all Access Channels and Interconnections of Access Channels at the same level of technical quality and reliability required by this Franchise and all other applicable laws, rules and regulations for Residential Subscriber Channels.

(B) Grantee shall have no responsibility for the technical quality of the Access Programming distributed on the Access Channels.

(C) Use of the Cable System by Designated Access Providers shall not interfere with the technical quality or reliability of the Cable System.

6.9 Narrowcast Capability. To the extent feasible given normal Cable System Upgrade or Rebuild under Section 5.2 and upon request by the County based on demonstrated community needs identified by a Designated Access Provider, Grantee shall use good faith efforts to re-configure the Cable System to allow Designated Access Providers to cablecast Signals discreetly to Subscribers within the public school district boundaries.

Section 7. PEG ACCESS CAPITAL FUNDING

7.1 Support for Access Capital Costs.

(A) Grantee shall pay to the County an amount equal to one dollar (\$1) per Residential Subscriber per month for Access Capital Costs.

(1) The County shall allocate these funds for purposes which provide PEG Access related benefits to Residential Subscribers in the Franchise Area and which support PEG Access Capital Costs; and,

(2) The County may use these funds to pay for services, so long as the services directly and necessarily relate to the replacement or purchase of equipment, facilities, products and other resources. Services not directly and necessarily related to the replacement or purchase of equipment, facilities, products or other resources shall not be considered as qualifying as a PEG Access Capital Cost.

(B) With the County's approval, the Grantee may credit funds against payments to be made to the County under Section 7.1(A) in support of projects to be paid for or constructed by the Grantee.

(C) With the County's approval, funds granted by the County under this Subsection in support of projects to be paid or constructed by the Grantee may be credited by the Grantee against payments to be made to the County under Section 7.1.

7.2 Payments. Grantee shall make payments quarterly following the effective date of this Franchise for the preceding quarter Year period ending September 30, December 31, March 31, and June 30. Each quarterly payment shall be due and payable no later than forty-five (45) days after the quarter ending date. The County shall have discretion to allocate such payments for PEG Access Capital costs.

7.3 Access Capital Costs report. The County shall provide a report annually to the Grantee on the use of funds provided to the County under Section 7.1. The County shall submit such report to the Grantee within 120 days of the close of the County's fiscal year. Grantee may review records of the County and Access Corporations regarding the use of funds described in such report, as being in accordance with the purposes of Access Capital funds.

7.4 PEG Access support not franchise fees. Grantee agrees that financial support for Access Capital Costs arising from or relating to the obligations set forth in Section 7.1 shall in no way modify or otherwise affect Grantee's obligations to pay franchise fees to the County. Grantee agrees that although the sum of franchise fees and the payments set forth in Section 7.1 may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, the additional commitments are not to be offset or otherwise credited in any way against any franchise fee payments under this Franchise.

7.5 External cost. The County recognizes that the Grantee's funding for Capital Costs under Section 7.1(A) is a new obligation for Grantee under this Franchise and qualifies for external cost treatment, as provided under the FCC's rate regulations in effect on the effective date of this Franchise.

Section 8. SERVICE, CONSTRUCTION, AND INTERCONNECTION

8.1 Universal Service. Grantee shall provide Cable Service to all Subscribers in the Franchise Area under non-discriminatory rates and reasonable terms and conditions. Grantee shall not arbitrarily refuse to provide Cable Services to any Person within its Franchise Area.

8.2 Standard Installation. Except as otherwise provided in Section 8.3 and 8.4, Grantee shall provide Standard Installation of Residential Services to all Residential Subscribers throughout the Cable Services Franchise Area at Grantee's published rates and charges. Grantee shall provide installations of less than 200 feet within 60 days of a request to all Residential Subscribers throughout the Cable Services Franchise Area. A request for service shall be deemed made as of the date of the Grantee receiving a signed service agreement, payment of applicable installation and other fees, a written request, or a verified oral request.

8.3 Line Extensions. In general, Grantee shall have no obligation to provide service necessitating a line extension beyond a Standard Installation unless the number of homes per mile is more than 35 measured from any point of the existing Cable System and the Person requesting service contractually agrees to pay construction costs based on the following formula:

(A) Grantee shall provide service at its Standard Installation charge for the initial 125 feet of extension.

(B) Grantee and the Subscriber shall share equally the actual cost of the extension for the distance over 125 feet, but less than 500 feet.

(C) The Subscriber shall pay all costs for the extension for the distance greater than 500 feet.

(D) The shared expense of a line extension for the Subscriber and the Grantee shall be computed as follows:

The length of the line extension shall be the total number of feet measured from the point on the existing Cable System which is nearest to the install site and is reasonably usable to the installation point. The total cost of the line extension as provided under Section 8.3(A), (B) and (C) shall be divided by the total number of feet. The resultant cost per foot shall be used to compute the Subscriber's and the Grantee's share of the total cost.

8.4 New Subdivisions.

(A) Grantee shall build, Activate and sell Cable Services in new subdivisions within 60 days of the time when 50% of the subdivision's potential Dwelling Units have been issued building permits, or 25% of subdivision's potential Dwelling Units have requested service.

(B) If the cable plant extension as measured from the end of the existing Cable System to the beginning of the subdivision exceeds 200 feet times the number of planned Dwelling Units in the new subdivision, the Grantee may consider the subdivision Dwelling Units as line extensions under Section 8.3.

(C) Grantee shall be responsible for ascertaining building permit activity in new subdivisions.

(D) Where County approval of a subdivision includes provisions for the construction of distinctly separate phases of the subdivision, each phase shall be considered a separate subdivision for the purposes of Section 8.4.

8.5 Interconnection with Ed-Net. Grantee shall continue to provide:

(A) A hardwired link between Grantee's Headend and the Ed-Net office, located at 7140 SW Macadam Avenue Portland, Oregon;

(B) All necessary equipment at Grantee's Headend and all necessary facilities on the Grantee's Cable System between Grantee's Headend and the Ed-Net office to accomplish the routing of Programming:

(1) from the Ed-Net facility through the Headend onto any Access Channel on the Cable System and to the headends of other cable systems Interconnected with the Grantee, as provided in Section 8.6; and

(2) from any program origination point on the Cable System, any Designated Access Provider and the headends of other cable systems Interconnected with the Grantee, as provided in Section 8.6, through the Headend to the Ed-Net facility.

(C) Full cooperation with Ed-Net personnel in identifying appropriate equipment to be used at the Ed-Net facility to accomplish Upstream and Downstream Channel transmissions.

8.6 Interconnection with Other Cable Systems.

(A) Grantee shall continue without limitation all Interconnections in effect on the effective date of this Franchise.

(B) Grantee shall maintain Interconnections with all other cable systems in Washington, Multnomah, and Clackamas Counties, Oregon. The Interconnect Capacity shall provide the bi-directional capability to transmit Programming. The Interconnection shall be capable of receiving and delivering, among other things, local origination programming and PEG Access Programming produced by Grantee and other major, contiguous cable systems in Washington, Clackamas and Multnomah counties, Oregon, Access Programming carried by the Grantee or those cable systems. The Grantee shall cooperate with the County in utilizing available Interconnect capacity to assist with potential video and data communications applications by local and state public and nonprofit organizations, including two-way applications between and among the Grantee, the Public Communications Network operated under the auspices of the Metropolitan Area Communications Commission, the Eastside cable operator, and Ed-Net.

(C) The County understands that Interconnection requires cooperation from other cable system operators. The County shall make every reasonable effort to assist Grantee in achieving the cooperation necessary to realize Interconnection.

8.7 Quality and workmanship. The Cable System constructed or erected by Grantee shall be of good quality and workmanship and shall be maintained in good repair and efficiency.

8.8 Inspection of construction. The County shall have the right to inspect any construction or installation work performed under this Franchise.

Section 9. TECHNICAL AND OPERATIONAL STANDARDS AND REQUIREMENTS

9.1 Enforcement. The County may enforce provisions under Section 9 only to the extent authorized under applicable Federal law.

9.2 Technical and safety standards.

(A) Grantee shall comply with FCC Rules and Regulations, Part 76, Subpart K (Technical Standards), now in effect or as may be amended from time to time.

(B) Grantee shall at all times employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury or nuisance to the public or to employees of the Grantee.

(C) Grantee shall install and maintain its Cable System in accordance with the requirements of the National Electrical Safety Code, and in such manner that the Cable System shall not interfere with any installations of the County or any public utility or telecommunications utility, or any franchisee, licensee or permittee of the County.

(D) Grantee shall provide and put in use such equipment and appliances as shall control on a closed circuit basis and effectually carry all electric currents and Grantee television and other system

signal impulses in a manner so as to prevent injury to the wires, pipes, structures, and property belonging to the County or to any Person within the County.

(E) Grantee, at its own expense, shall repair, renew, change, and improve its Cable System from time to time as may be necessary to accomplish these purposes.

9.3 Performance testing.

(A) Grantee shall perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests specified in this Franchise; and
- (3) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise.

(B) At a minimum, the Grantee's tests shall include:

- (1) Proof of performance when Activating any new construction;
- (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;
- (3) Tests in response to subscriber complaints;
- (4) Periodic monitoring tests, at intervals not to exceed 6 months, of subscriber (field) test points, headend (satellite receiver) systems, and condition of standby power supplies; and
- (5) Cumulative Leakage Index tests, at least Annually, designed to insure that 100% of Grantee's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(C) Grantee shall maintain written Records of all results of its Cable System tests, performed by or for the Grantee. Such test results shall be available for inspection by the County upon request.

(D) Grantee shall perform Cable System tests twice each calendar year, at intervals of no greater than every seven months, at a number of randomly chosen Subscriber television receiver connections in the Franchise Area corresponding to at least the minimum number of test points for the size of the Grantee's Cable System as specified in FCC regulations. Tests done at actual television receiver connections may be done at connections to the Cable System which are the equivalent of standard Subscriber connections, including 100-foot cable drops that are connected to the Subscriber tap. The County shall be given the opportunity to review and approve test sites in advance. At least one-third of the test locations shall be the far end of the distribution trunk cables. Test points shall include locations with drops configured for each service tier offered by the Grantee. The tests may be witnessed by representatives of the County, and Grantee shall inform the County of the time and place of each test

no less than three weeks prior to the test. Written test reports shall be submitted to the County. The County may conduct independent tests of the system for which the Grantee shall give its fullest cooperation. If ten percent (10%) or more of the locations tested fail to meet the performance standards, the Grantee shall be required to indicate what corrective measures have been taken, and the entire test shall be repeated at the locations which failed, and at least 5 additional randomly chosen locations. If a second test results in failure of ten percent (10%) or more, the failure shall constitute a violation of this franchise, and the County may apply such penalties as it deems appropriate, unless the circumstances of the failure are caused by conditions of Force Majeure, as set forth in Section 22.13.

9.4 Specific technical facilities or capabilities. The following specific technical facilities or capabilities shall be provided on the Cable System by the Grantee:

(A) 100% emergency standby power. Grantee shall provide standby power generating capacity at the Cable System Headend and at all hubs. Grantee shall maintain standby power system supplies, rated at least at two (2) hours duration, throughout the trunk and distribution networks. In addition, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two hours. This outage plan and evidence of requisite implementation resources shall be presented to the County upon request.

(B) Emergency override. Grantee shall comply with all applicable federal regulation regarding emergency alert systems, including equipment standards and procedures for alerting capacities. The County may identify authorized emergency officials for activating the emergency alert system. The County may also develop a local plan containing methods of emergency alert system message distribution, subject to federal review and approval as provided by federal rules.

(C) Headend performance. Grantee shall adopt and maintain performance standards for all Headend systems, including off-air station reception, satellite Signals, insertion Signals, and equipment for reception and routing of Interconnected Signals from other providers, including Ed-Net and Designated Access Providers. All performance testing shall also include all Headend systems. Such tests shall include the cascade effects of Headend receivers, processors, satellite receivers, and any other devices in the Signal path.

Section 10. CUSTOMER SERVICE AND CONSUMER PROTECTION

10.1 County's Cable Television Consumer Protection Policy. Grantee shall comply with the County's cable television consumer protection policy.

10.2 Subscriber contracts. Grantee shall not enter into contracts with Subscribers which are inconsistent in any material sense with the requirements of this Franchise.

Section 11. COMPENSATION AND AUDITING

11.1 Amount of compensation. As compensation for the benefits and privileges under this Franchise and in consideration of permission to use the Streets of the County, the Grantee shall pay as a franchise fee to the County, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. However, the franchise fee shall not include any tax, fee, or

assessment of general applicability imposed by law on subscribers, solely because of their status as such, which the Grantee is obligated to collect.

11.2 Payments and quarterly reports.

(A) Payments. Grantee's franchise fee payments to the County shall be computed quarterly following the effective date of this Franchise for the preceding quarter Year period ending September 30, December 31, March 31, and June 30. Each quarterly payment shall be due and payable no later than forty-five (45) days after the quarter ending date.

(B) Quarterly reports. Each payment shall be accompanied by a written report to the County, verified by an officer of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall be in a form satisfactory to the County.

11.3 Interest on late payments. Payments not received within forty-five (45) days from the quarter ending date shall be assessed interest compounded at the rate of one percent (1%) per month from the due date.

11.4 Alternative franchise compensation. In the event the obligation of Grantee to compensate the County through franchise fees is lawfully suspended or eliminated, in whole or in part, then the Grantee shall pay to the County compensation equivalent to the compensation paid to the County by other similarly situated users of the streets for Grantee's use of the Streets, to the extent the County has the legal right to require such compensation.

11.5 Maximum legal compensation. The parties acknowledge that, at present, applicable federal law limits the County to collection of a maximum permissible franchise fee of five percent (5%) of gross revenues. In the event that at any time during the duration of this Franchise, the County is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then the County may request a modification of this Franchise under the provisions of Section 15.2.

11.6 Additional commitments not franchise fees. No term or condition in this Franchise shall in any way modify or affect the Grantee's obligation to pay franchise fees. Although the total sum of franchise fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments herein are not franchise fees as defined under 47 U.S.C. § 542, nor are they to be offset or credited against any franchise fee payments due to the County, nor do they represent an increase in franchise fees to be passed through to Subscribers pursuant to 47 U.S.C. § 542(c).

11.7 Acceptance of payment and recomputation.

(A) No acceptance of any payment shall be construed as an accord by the County that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the County may have for further or additional sums payable. All amounts paid shall be subject to audit and recomputation by the County, provided that such audit and computation is completed within five (5) years of the date payment was due. If the County requests in writing that the

Grantee provide, or cause to be provided, any information reasonably within the scope of the audit, and the Grantee fails within 30 days of receipt of the request to provide, or cause to be provided, such information, then the five (5) year period shall be extended by one day for each day or part thereof beyond 30 days that Grantee fails to provide, or fails to cause to be provided, such requested information.

(B) If the County determines that Grantee made any underpayment, and that the underpayment exceeded five percent (5%) of the amount due, Grantee shall pay interest compounded at the rate of one percent (1%) per month. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.

11.8 Audits and Reviews.

(A) Consistent with the terms of this Franchise, the County reserves the right, without limitation, to conduct any necessary financial audits or reviews relating to matters arising under this Franchise. The County may determine the scope of audit or reviews in each instance. Any such audit shall be conducted in accordance with generally accepted audit standards.

(B) Grantee shall pay to the County any undisputed amounts which are due to the County as determined by any audit or review of the system. Such payment shall be made whether or not the Grantee's obligation for such payment arose before or after the effective date of this Franchise.

(C) If the County, as the result of any audit or review, determines that the Grantee made any underpayment, and that the underpayment exceeded five percent (5%) of the amount due, Grantee shall reimburse the County for the reasonable costs of such audit or review, upon receipt of an invoice from the County showing such costs were actually incurred and directly related to the audit or review.

11.9 Tax liability. Payment of the franchise fee and other financial obligations under this Franchise shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by the County, except as may otherwise be provided in the resolutions imposing such other license fee, tax or charge. The County's right to impose any such license fee, tax or charge shall be subject to any limitations on the County under applicable law.

Section 12. GENERAL INDEMNIFICATION AND INSURANCE

12.1 Indemnification.

(A) General Indemnification. Grantee agrees and covenants to indemnify, defend and hold the County, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property, including, without limitation, copyright infringement, defamation and all other damages, arising out of or by reason of any construction, excavation, operation, maintenance, reconstruction or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of any neglect or omission of Grantee to keep its system in a safe condition, but not if arising out of or by reason of any act done by the County or its officers, agents, or employees.

The County shall provide Grantee prompt notice of any such claim which Grantee shall defend with counsel of its own choosing and no settlement or compromise of any such claim will be done without the prior written approval of the County, which approval shall not be unreasonably withheld. Grantee shall consult and cooperate with the County while conducting its defense of the County and the County shall fully cooperate with the Grantee.

(B) Indemnification for relocation. Grantee shall indemnify the County for any damages, claims, additional costs or expenses assessed against or payable by the County arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its Facilities in the Streets in a timely manner in accordance with a relocation schedule furnished Grantee by the County in writing, unless Grantee's failure arises directly from the County's negligence or willful misconduct.

12.2 Insurance.

(A) Grantee shall maintain commercial general liability insurance and commercial automobile insurance that protects the Grantee and the County, its officers, agents and employees, from any and all claims for damages or personal injury including death, demands, actions and suits brought against any of them arising from operations under this Franchise or in connection therewith, as follows:

(B) Grantee shall obtain, at Grantee's expense, and keep in effect during the term of this Franchise:

(1) Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Franchise. The following will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any on Fire)	\$50,000

(2) "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined Single Limit per occurrence shall not be less than \$500,000.

(C) Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated B+ or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

(D) The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the County and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate

policy had 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.

(E) The insurance shall provide that the insurance shall not be canceled or materially altered so as to be out of compliance with the requirements of Section 12.2 without thirty (30) days written notice first being given to the County Finance Director and the County's cable regulatory office. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of Section 12.2 within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

(F) Grantee shall provide the County Finance Director, within fifteen (15) days of the effective date of this Franchise, a certificate of insurance certifying the coverage required above, which certificate shall be subject to the approval of the County Counsel as to the adequacy of the certificate and of the insurance certified under the requirements of Section 12.2. Failure to maintain adequate insurance as required under Section 12.2 shall be cause for immediate revocation of this Franchise by the County.

(G) In the alternative to providing a certificate of insurance to the County certifying insurance coverage as required in Section 12.2, Grantee may provide the County with a statement regarding its self-insurance. Grantee's self-insurance shall provide the same amount and level of protection for the Grantee and the County, its officers, agents, and employees as otherwise required under Section 12.2. The adequacy of the self-insurance shall be subject to the review and approval of the County Counsel. If Grantee elects to provide self-insurance under Section 12.2, any failure to maintain adequate self-insurance shall be cause for immediate revocation of this Franchise by the County.

12.3 Faithful performance bond.

(A) Upon the effective date of this Franchise, the Grantee shall furnish, to the County Finance Director and the County's cable regulatory office, proof of the posting of a faithful performance bond running to the County with good and sufficient surety approved by the County, in the penal sum of Fifty Thousand Dollars (\$50,000.00), conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition of this Franchise. Such bond shall be maintained by the Grantee throughout the term of this Franchise.

(B) Grantee shall pay all premiums charged for any bond required under Section 12.3(A), and unless the County specifically directs otherwise, shall keep the same in full force and effect at all times through the later of either:

- (1) The remaining term of this Franchise; or
- (2) If required by the County, the removal of all of Grantee's system installed in the County's Streets.

(C) The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days written notice first being given to the County Finance Director and the County's cable regulatory office. The bond shall be subject to the approval of the County Counsel as to its adequacy under the requirements of Section 12.3. During the term of the bond, Grantee shall file with the County Finance Director a duplicate copy of the bond along with written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without thirty (30) days prior written notice to the County.

(D) Subject to the County's prior approval, Grantee may provide an irrevocable letter of credit or other form of financial assurance in lieu of a faithful performance bond. The alternative form of financial assurance shall give the County substantially the same rights and guarantees provided by a faithful performance bond.

(E) In lieu of the performance bond required under Section 12.3(A), the Grantee shall provide to the County a fully executed Guaranty in Lieu of Bond of Tele-Communications, Inc. or TCI West, Inc., in the form provided in Exhibit B to this Franchise. The duly executed Guaranty in Lieu of Bond shall be filed by the Grantee on or before thirty (30) days after this Franchise becomes effective.

12.4 Construction bond. As is required for right-of-way permits, during all times when Grantee is performing any construction work in or under the Streets requiring a right-of-way permit, Grantee shall post a faithful performance bond, a cash deposit or irrevocable letter of credit, running to the County, with good and sufficient surety approved by the County, in the sum of \$10,000. The bond or letter of credit shall be conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition under Section 13. Grantee shall pay all premiums or other costs associated with maintaining the bond or letter of credit, and shall keep the same in full force and effect at all times during the construction work. The bond or letter of credit shall provide that it may be terminated upon final approval of Grantee's construction work in or under the Streets by the County. Upon such approval, the County agrees to sign all documents necessary to release the bond in accordance with the terms of this Section. During the duration of the construction work, Grantee shall file with the County Right of Way Permit Office a copy of the bond or letter of credit, along with written evidence of the required premiums. The bond or letter of credit shall be subject to the approval of the County Counsel as to its adequacy under the requirements of Section 12.4.

Section 13. GENERAL STREET USE AND CONSTRUCTION

13.1 Construction.

(A) Subject to applicable regulations of the County, Grantee may perform all construction necessary for the operation of its Cable System. All construction and maintenance of any and all Facilities within Streets incident to Grantee's Cable System shall, regardless of who performs the construction, be and remain the Grantee's responsibility. Grantee shall apply for and obtain all permits necessary for construction or installation of any Facilities, and for excavating and laying any Facilities, within the Streets. Grantee shall pay all applicable fees upon issuance of the requisite construction permits by the County to Grantee.

(B) When Grantee has completed construction of any Facilities in the Streets, Grantee shall provide the County with maps showing the location of installed Facilities in the Streets, as such maps are required by County permits.

(C) Grantee may make excavations in the Streets for any Facility needed for the maintenance or extension of the Grantee's Cable System. Prior to doing such work, Grantee shall apply for, and obtain, appropriate permits from the County, and give appropriate notices to any other franchisees, licensees or permittees of the County, or departments of the County, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.

(D) In the event that emergency repairs are necessary, Grantee shall immediately notify the County of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency. Grantee shall comply with all applicable County regulations relating to such excavations or construction, including the payment of permit or license fees.

13.2 Locates. Within forty-eight (48) Business Day hours after any County department or County franchisee, licensee or permittee notifies Grantee of a proposed street excavation, the Grantee shall:

(A) Mark all of its locatable underground Facilities within the area of the proposed excavation;

(B) Notify the excavator of any unlocatable underground Facilities in the area of the proposed excavation; or

(C) Notify the excavator that the Grantee does not have any underground Facilities in the vicinity of the proposed excavation.

(D) For purposes of Section 13.2, "Business Day" means any 24-hour day other than a Saturday, Sunday or federal, state or local legal holiday.

(E) If the Grantee receives notice of an excavation in response to an emergency, the Grantee shall comply with Sections 13.2(A),(B) and (C) as soon as possible.

13.3 Relocation. The County shall have the right to require Grantee to change the location of any of Grantee's Cable System within the Streets when the public convenience requires such change, and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such Facilities by the date established by the County, the County may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the County due to Grantee's delay. If the County requires Grantee to relocate its Facilities located within the Streets, the County shall make a reasonable effort to provide Grantee with an alternate location within the Streets.

13.4 Restoration of Streets.

(A) Whenever Grantee disturbs the surface of any Street for any purpose, Grantee shall promptly restore the Street to at least its prior condition. When any opening is made by Grantee in a hard surface pavement in any Street, Grantee shall promptly refill the opening and restore the surface to a condition satisfactory to the County .

(B) If Grantee excavates the surface of any Street, Grantee shall be responsible for restoration and maintenance of the Street and its surface within the area affected by the excavation. The County may, after providing notice to Grantee, refill and/or repave any opening made by Grantee in the Street, and the expense thereof shall be paid by Grantee. The County reserves the right, after providing notice to Grantee, to remove and/or repair any work done by Grantee which, in the determination of the County, is inadequate. The cost thereof, including the cost of inspection and supervision, shall be paid by the Grantee. All excavations made by Grantee in the Streets shall be properly safeguarded for the prevention of accidents. All of Grantee's work under Section 13.4 shall be done in strict compliance with all rules, regulations, ordinances and resolutions of the County.

13.5 Maintenance and workmanship.

(A) Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the County, or with any other pipes, wires, conduits, structures or other facilities that may have been laid in the Streets by or under the County's authority.

(B) Grantee shall provide and use any equipment and appliances necessary to control and carry Grantee's signals so as to prevent injury to the County's property or property belonging to any Person within the County. Grantee, at its own expense, shall repair, renew, change and improve its Facilities from time to time as may be necessary to accomplish this purpose.

(C) Grantee shall not construct its Cable System in any manner that requires any Subscriber to install any cable, wire, conduits or other facilities, under or over a Street.

13.6 Reservation of County Street rights. Nothing in this Franchise shall prevent the County from constructing sewers; grading, paving, repairing and/or altering any Street; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System. However, if any of the Grantee's system interferes with the construction or repair of any Street or public improvement, including construction, repair or removal of a sewer or water main, the Grantee's system shall be removed or replaced in the manner the County shall direct. Any and all such removal or replacement shall be at the expense of the Grantee. Should Grantee fail to remove, adjust or relocate its Facilities by the date established by the County's written notice to Grantee, the County may effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the County due to Grantee's delay.

13.7 Street vacation. If any Street or portion thereof used by Grantee is vacated by the County during the term of this Franchise, unless the County specifically reserves to Grantee the right to continue its installation in the vacated Street, Grantee shall, without delay or expense to the County, remove its Facilities from such Street, and restore, repair or reconstruct the Street where such removal has occurred,

and place the Street in such condition as may be required by the County. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by the County, to restore, repair or reconstruct such Street, the County may do such work or cause it to be done, and the cost thereof, as found and declared by County, shall be the Grantee's responsibility.

13.8 Common users.

(A) For the purposes of Section 13:

(1) "Attachment" means any wire, optical fiber or other cable, and any related device, apparatus or auxiliary equipment, for the purpose of voice, video or data transmission.

(2) "Conduit Facility" means any structure, or section thereof, containing one or more ducts, conduits, manholes, handhole or other such facilities in the Grantee's Cable System.

(3) "Duct" means a single enclosed raceway for conductors, optical fiber, wire or other cable.

(4) "Licensee" means any person, firm, corporation, partnership, company, association, joint stock association or cooperatively organized association franchised, licensed or otherwise permitted by the County to use the Streets.

(5) "Surplus ducts or conduits" are Conduit Facilities other than those occupied by the Grantee or any prior Licensee, one unoccupied duct held by Grantee as an emergency use spare, and other unoccupied ducts that the Grantee reasonably expects to use within the next 18 months.

(B) Grantee acknowledges that the Streets have a finite capacity for containing conduits. Therefore, Grantee agrees that whenever the County determines it is impracticable to permit construction of an underground conduit system by any other Licensee, the County may require Grantee to afford to such person the right to use Grantee's Surplus Ducts or Conduits in common with the Grantee, pursuant to the terms and conditions of an agreement for use of surplus conduits and ducts being entered into by the Grantee and the Licensee.

(C) If the Grantee and any Licensee fail or cannot otherwise agree to fair and equitable terms, conditions and regulations, including but not limited to a conduit rental rate, within a reasonable period of time, the Grantee and the Licensee shall enter into arbitration to determine such terms, conditions and regulations. In such arbitration, the arbitrators shall determine the conduit rental rate at a fair market rate. The arbitration shall be as provided in Section 21.3.

(D) A Licensee occupying part of a Duct shall be deemed to occupy the entire Duct.

(E) The Grantee shall give a Licensee a minimum of 120 days notice of its need to occupy licensed conduit and shall propose that the Licensee take the first feasible action as follows:

(1) Pay revised conduit rent designed to recover the cost of retrofitting the conduit with multiplexing, optical fibers or other space-saving technology sufficient to meet the Grantee's space needs;

(2) Pay revised conduit rent based on the cost of new conduit constructed to meet the Grantee's space needs;

(3) Vacate ducts that are no longer surplus; or

(4) Construct and maintain sufficient new conduit to meet the Grantee's space needs.

(F) When two or more Licensees occupy a section of Conduit Facility, the last Licensee to occupy the Conduit Facility shall be the first to vacate or construct new conduit. When conduit rent is revised because of retrofitting due to space-saving technology or construction of new conduit, all Licensees shall bear the increased cost.

(G) All Attachments shall meet local, state, and federal clearance and other safety requirements, be adequately grounded and anchored, and meet the provisions of contracts executed between the Grantee and the Licensee. The Grantee may, at its option, correct any Attachment deficiencies and charge the Licensee for its costs. Each Licensee shall pay the Grantee for any fines, fees, damages or other costs the Licensee's Attachments cause the Grantee to incur.

13.9 Discontinuing use of Facilities. Whenever Grantee intends to discontinue using any Facility within the Streets, Grantee shall submit for the County's approval a complete description of the Facility and the date on which the Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the County permit it to remain in place. Notwithstanding the Grantee's request that any such Facility remain in place, the County may require the Grantee to remove the Facility from the Street or modify the Facility to protect the public health and safety or otherwise serve the public interest. The County may require the Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the County. Until such time as Grantee removes or modifies the Facility as directed by the County, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Street, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility.

13.10 Hazardous substances.

(A) Grantee shall comply with all applicable state and federal laws, statutes, regulations and orders concerning Hazardous Substances relating to Grantee's Cable System in the Streets. For purposes of Section 13.10, "Hazardous Substances" shall have the meaning as defined by ORS 465.200(15) (1995).

(B) Grantee shall maintain and inspect its Cable System located in the Streets. Upon reasonable notice to Grantee, the County may inspect Grantee's Facilities in the Streets to determine if any release of Hazardous Substances has occurred, or may occur, from or related to Grantee's Cable

System. In removing or modifying Grantee's Facilities as provided in this Franchise, Grantee shall also remove all residue of Hazardous Substances related thereto.

(C) Grantee agrees to forever indemnify the County against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the County arising out of a release of Hazardous Substances caused by Grantee's Cable System in the Streets.

13.11 Undergrounding of cable. Grantee is strongly encouraged to locate and construct its present and future cables underground. Grantee shall install its cables or other Facilities underground wherever all existing utilities already are underground, where all utilities are placed underground, or where statute, ordinance or resolution requires utilities to be placed underground. Previously installed aerial cable shall be undergrounded in concert, and on a reasonable cost-sharing basis, with other utilities pursuant to the general ordinances or resolutions of the County or applicable State law, or in the event that a institutional utility or a public utility decides to underground its facilities on a voluntary basis, unless the County grants an exception.

13.12 Construction codes. Grantee shall strictly adhere to all building and zoning codes currently or hereafter in effect. Grantee shall arrange its lines, cables, and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference, the County may require the removal or relocation of the Grantee's lines, cables, and other appurtenances from the property in question.

13.13 Construction and use of poles.

(A) Whenever feasible, the construction, maintenance, and use of Grantee's Cable System shall comply with the standards of materials in engineering and all other provisions of a pole user agreement for use of poles, entered into by and between the US West, Inc., Pacific Power & Light Company, Portland General Electric Company, and the Grantee, or separate agreements between each of said companies and the Grantee, a copy of which shall be furnished to the County upon request of the County. In the event Grantee cannot obtain the necessary poles and allied facilities pursuant to the provisions of such an agreement, and only in such event, then it shall be lawful for the Grantee to make all needed excavations in the Streets for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, conduits, supports for wires and conductors, and any other Facility needed for the maintenance or extension of Grantee's Cable System. All poles of the Grantee shall be erected between the curb and the sidewalk unless otherwise designated by the proper County authorities, and each pole shall be set whenever practicable at an extension of a lot line. The County shall have the right to require the Grantee to change the location of any pole, conduit, structure or other Facility within the Streets when in the opinion of the County the public convenience requires such change, and the expense thereof shall be paid by the Grantee.

(B) The terms of Subsection 13.13(A) shall not exempt the Grantee from compliance with all Charter, ordinance or resolution provisions relating to such excavations or construction or from any provision requiring payment of permit or license fees pertaining thereto.

13.14 Tree trimming.

(A) Upon obtaining a written permit from the County Right-of-Way Office, Grantee may prune or cause to be pruned, using proper arboricultural practices in accordance with such permit, any tree in or overhanging the Streets which interferes with Grantee's Cable System. Except in emergencies, Grantee may not prune trees at a point below 30 feet above sidewalk grade until one week after written notice has been given to the owner or occupant of the premises abutting the Street in or over which the tree is growing. For purposes of Section 13.14, emergencies exist when it is necessary to prune to protect the public from imminent danger. The owner or occupant shall have seven days from receipt of Grantee's notice to prune such tree at his or her own expense. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense.

(B) The County Right-of-Way Office may, at its discretion, waive the notification and permit process in the case of single trees, if Grantee adequately demonstrates to the County Right-of-Way Office's satisfaction the ability to consistently apply proper arboricultural practices to the pruning of trees. Before any tree trimming permit may be issued, any contractor to be used by Grantee shall be subject to the approval of the County Right-of-Way Office. The County Right-of-Way Office shall have the discretion to cancel the permit if, at any time, the Grantee or its agents, fails to use proper arboricultural practices.

Section 14. TRANSFER OF GRANTEE'S CABLE SYSTEM

14.1 Prior consent of County.

(A) Transfer Defined. For purposes of Section 14, "Transfer" shall mean any form of sale, conveyance, mortgage, assignment, merger, pledge, encumbrance, deed or grant, in whole or in part, and whether voluntary or involuntary.

(B) County Approval of Transfers.

(1) Neither this Franchise nor any Substantial Portion owned and operated by Grantee by authority of this Franchise shall be Transferred without the prior consent of the County as expressed by ordinance or resolution. The County's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance. Within ten (10) days after execution and delivery of any instrument so consented to by the County, Grantee shall file with the County Clerk of the Board of the Board an executed counterpart or certified copy thereof. For purposes of this Section, "Substantial Portion" means any property the transfer of which would substantially affect Grantee's operations or which would substantially affect any of Grantee's obligations under this Franchise.

(2) In determining whether the County will consent to any Transfer, the County may inquire into the technical, legal, and financial qualifications of the prospective transferee. Grantee shall assist the County in any such inquiry. The County may condition any Transfer upon such conditions, related to technical, legal and financial qualifications of the prospective transferee to perform according to the terms of the Franchise, as it deems appropriate. No Transfer for which the County's consent is required may occur until the successor, assignee or lessee has complied or agreed to comply with of the

requirements of this Franchise, including, but not limited to, providing certificates of insurance, unless the County Board waives such compliance.

(3) Nothing contained in Section 14.1 shall be deemed to prohibit the mortgage, pledge or assignment of tangible assets of Grantee's Cable System, including but not limited to accounts receivable, inventory or monetary assets, for the purpose of financing the acquisition of equipment or for the acquisition, construction and operation of the Cable System of Grantee or any Affiliated Entity, without the County's consent, but any such mortgage, pledge or assignment shall be subject to the County's other rights contained in this Franchise. Grantee may also sell tangible assets of the Cable System in the ordinary conduct of its business without the consent of the County.

(C) County approval of leases. Grantee shall not lease or sublease this Franchise or any of the rights or privileges granted or authorized by this Franchise without the County's consent. However, Grantee may enter into such leases or subleases with other County franchisees, without the County's consent, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its Cable System.

14.2 Change in control.

(A) Grantee shall promptly notify the County of any proposed Transfer or acquisition by any other party resulting in a change of control of the Grantee or the Parent Corporations. Such change in control shall make this Franchise subject to revocation unless and until the County shall have consented thereto by resolution.

(B) If otherwise required by federal law, the County shall make a final decision upon a proposed change in control within 120 days of receiving a written request for approval of a change in control containing or accompanied by such information as is required by federal law and this Franchise. If the County fails to render a final decision on the request within 120 days, then the proposed change shall be deemed to be consented to by the County. At any time during the 120 day period, the County may request in writing that the Grantee provide or cause to provide any information reasonably necessary to rendering a final decision on the request. The County and the Grantee may, at any time, agree to extend the 120 day period.

14.3 Bankruptcy or Dissolution. Grantee shall immediately report to the County, as soon as it becomes known, the initiation of bankruptcy proceedings, or corporate or partnership dissolution.

14.4 Consent. No consent by the County, which is required under this Section, shall be unreasonably denied or delayed.

Section 15. OTHER RIGHTS RESERVED TO THE COUNTY

15.1 Purchase of Grantee's Cable System after forfeiture or expiration.

(A) Subject to the requirements of federal law, if the County has declared a forfeiture of this Franchise by resolution or ordinance, as provided in Section 20.2, or if the initial term of this Franchise has expired without the franchise being renewed or extended, and if the County has so ordered by

resolution or ordinance, the Grantee shall continue its operations for a period of 270 days after either the effective date of the resolution or ordinance, or expiration of the initial term unless the resolution in either case orders termination by the Grantee of its operations at an earlier time. During this period, the Grantee shall not Transfer any portion of its Cable System in the Streets to any other Person, including parts of the Cable System rented, leased or leased-purchased from others by the Grantee, without the prior consent of the County expressed by resolution or ordinance.

(B) Within 30 days of the effective date of the forfeiture declaration or following the expiration of the term of this Franchise, if the County has not otherwise renewed or extended the Franchise, the Grantee shall submit a report (hereafter referred to as the "System Report") to the County setting out Grantee's assessment of the Fair Value of Grantee's Cable System and the methodology, assumptions and limiting conditions underlying the Grantee's appraisal. In addition, Grantee shall provide such further information regarding its technical and customer operations, contractual or other legal obligations, and financial history and current condition as the County may request.

(C) (1) At any time within 60 days after receiving the System Report, the County may notify the Grantee that it desires to acquire by purchase all or a portion of Grantee's Cable System for its Fair Value. The notice shall be by passage of a resolution stating the County's desire and shall state a date not less than 180 days from its date upon which the Grantee shall cease its operations and receive payment from the County.

(2) For purposes of Section 15.1, the valuation of Grantee's Cable System shall be determined by mutual agreement between the County and the Grantee. If the County and Grantee are unable to agree upon the Fair Value within 120 days after the County gives notice of intent to purchase under Section 15.1(C)(1), then the County Board may require that such valuation be determined by arbitration, as provided for in Section 21.3.

(D) For purposes of Section 15.1, subject to applicable law, "Fair Value" shall mean:

(1) In the case of the expiration of the Franchise without renewal, the fair market value, determined on the basis of Grantee's Cable System, or the portion being acquired, as a going concern, but with no value allocated to the Franchise itself. This would be a value for which a willing buyer would purchase the Cable System as an ongoing business, recognizing that the existing Franchise has expired. The fair market value would be reduced by the amount of any lien, encumbrance, or other obligation of the Grantee which the County may assume.

(2) In the case of a forfeiture of the Franchise, the equitable price of Grantee's Cable System, or the portion being acquired, reduced by the amount of any liens, encumbrances or other obligations of the Grantee which the County may assume, but shall not include any sum for the value of the unexpired portion of this Franchise. In determining the equitable price, matters such as the harm to the community resulting from the Grantee's violation of the Franchise may be considered.

(E) (1) In the event of the County's acquisition of all or portions of Grantee's Cable System, as provided in Section 15.1, Grantee and its Affiliated Entities shall use all best efforts to obtain consent to assignment, to the extent any existing and future rental, lease, and lease-purchase arrangements for Grantee's Cable System or any Facilities require any consent to assignment by third parties.

(2) In the event of the County's acquisition of all or portions of Grantee's Cable System, as provided in Section 15.1, Grantee or its Affiliated Entities shall not unreasonably withhold any consent to assignment of any rental, lease, and lease-purchase arrangements for Grantee's Cable System or any Facilities.

15.2 Modification in event of changes in law. The County and Grantee have entered into this Franchise under federal and state laws in effect on the effective date of this Franchise. The County and the Grantee reserve the right to request modifications in the terms and conditions of this Franchise to account for changes in the law during the term of this Franchise. The County and Grantee also reserve the right to request modifications in this Franchise if any provision of this Franchise becomes, or is declared, invalid or unenforceable. The basis of the modification request shall be to modify the Franchise so that the net rights and obligations of the County and the Grantee remain substantially the same after the modification, as they were prior to the events and circumstances leading to the mediation proceeding under Section 21.3.

15.3 Right of intervention. The County shall have the right to intervene in any suit or proceeding to which the Grantee is a party, in the event the County's rights under this Franchise may be affected thereby.

Section 16. COUNTY REGULATORY AUTHORITY

16.1 County regulatory rights.

(A) The County Board shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, in accordance with applicable federal, state and local law.

(B) Grantee shall not be relieved of its obligations to comply, promptly and completely, with any provision of this Franchise by any failure of the County to promptly enforce compliance with this Franchise.

16.2 County regulatory action. Grantee shall comply with any and all lawful actions of the County affecting Grantee's operations under this Franchise, including, without limitation, all applicable ordinances, resolutions, orders, contracts, and regulatory actions taken pursuant thereto, in all respects and without exception, so long as such actions do not materially affect the rights of Grantee hereunder. In the event of any direct conflict between County orders and regulatory action and the terms of this Franchise, this Franchise shall prevail.

16.3 Regulation of rates and charges. All Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by the County to the full extent authorized by the County Charter and by applicable federal, state and local laws and County ordinances or resolutions.

16.4 Rate discrimination. All Grantee rates and charges shall be published and non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall establish similar rates and charges for all Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital or economic status, national origin, sexual

orientation, physical or mental disability, income of residents, or geographic location within the Grantee's Franchise Area. Nothing in Section 16.4 shall be construed to prohibit:

(A) The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns;

(B) Grantee from offering reasonable discounts to senior citizens or discounts to economically disadvantaged citizens;

(C) Grantee establishing different and non-discriminatory rates and charges and classes of services for commercial subscribers, as well as different, nondiscriminatory monthly rates for classes of commercial subscribers; or

(D) Grantee establishing different and non-discriminatory rates and charges for Residential Subscribers by geographic region in order to meet competition for Cable Services.

16.5 Filing of rates and charges.

(A) Throughout the term of this Franchise, Grantee shall maintain on file with the County a complete schedule of applicable rates and charges for Cable Services provided under this Franchise, in a form satisfactory to the County. Nothing in this Subsection 16.5(A) shall be construed to require the Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns. As used in this Subsection, no rate or charge shall be considered temporary if Subscribers have the ability over a period greater than twelve (12) consecutive months to purchase Cable Services at such rate or charge.

(B) Upon request by the County, Grantee shall provide a complete schedule setting forth the maximum rates and charges for any and all Leased Access Channels. The schedule shall be in a form satisfactory to the County.

16.6 Changes in rates and charges.

(A) Unless otherwise provided by law, Grantee shall provide written notice to the County and Subscribers at least 30 days in advance of any increase in rates and charges. Notice to the County of proposed increases in rates and charges shall be filed in a form satisfactory under Section 16.5.

(B) Unless the County by resolution or ordinance has lawfully required prior review of Grantee's rate increase in accordance with the requirements and conditions of applicable law, Grantee's rate increase shall become effective on the date identified in the form filed by the Grantee, provided that the effective date shall not be earlier than the 31st day after such filing.

16.7 Regulation of equipment for hearing impaired. To the extent authorized by law, the County reserves the right to require and regulate the installation or rental of equipment which facilitates the reception of the Basic Service Tier by hearing impaired individuals.

16.8 Disconnect charges. Unless otherwise provided by law, Grantee shall not impose any charges for the disconnection of Cable Services, nor may the Grantee impose any rate, charge or other financial liability upon any Subscriber for Cable Services delivered after the date of a voluntary disconnection request and return of Grantee's equipment, if applicable.

Section 17. RECORDS AND REPORTS

17.1 Open records. Grantee shall maintain a business office within the County for managing the Grantee's Cable System. Grantee shall manage all of its operations in accordance with a policy of keeping its Records open and accessible to the County. The County shall have the right to inspect all Records of the Grantee and Affiliated Entities at any time during normal business hours and upon reasonable notice to determine compliance by Grantee with its obligations under this Franchise. Grantee shall not deny the County access to Grantee's Records on the basis that Grantee's Records are under the control of an Affiliated Entity or a third party, rather than the Grantee. In the case of Affiliated Entities not under common control with Grantee, Grantee shall not be subject to the remedies set forth in Section 22.1(A) if such Affiliated Entity does not permit inspection of its Record, and Grantee has;

(A) made available for inspection all of its Records relevant to the determination of compliance; and

(B) exercised all reasonable efforts to persuade such Affiliated Entity to make such Records available for inspection.

17.2 Annual reports. Grantee shall Annually present a written report to the County (the "Annual Report") setting out such information as the County deems necessary to determine compliance by Grantee with its obligations under this Franchise. Grantee shall submit the Annual Report no later than May 1 of each Year, and no later than June 1 of each Year for the financial information under Sections 17.2(B),(C),(D) and (E), following the end of the Grantee's calendar fiscal year. Except as otherwise provided by the County, the Annual Report shall include, at a minimum, information as may be required concerning the Grantee's operations within the Franchise Area for the immediately previous Year in a form prescribed by the County. Specifically, the Annual Report will include the following information:

(A) Cable System structural and operating information;

(1) Cable System ownership, including all levels of Parent Corporations and related ownership percentages;

(2) An organization chart for Grantee, listing of officers and members of the board of directors, department heads, and supervisors for major activity centers by category;

(3) Total Cable System mileage and overall homes passed;

(4) The number of Basic Service Tier Subscribers, Cable Programming Service Tier Subscribers, Pay Service Subscribers and pay-to-basic percentages;

(5) Cable Service provided on the Cable System, including services begun or dropped during the previous Year; and

(6) A schedule of all Grantee's rates and charges.

(B) Financial statements for Grantee's regional cable system of which the Cable System serving the Franchise Area is a part and, separately, for its Cable System within the County, prepared in accordance with generally accepted accounting principles. The financial statements for Grantee's regional cable system shall be reviewed or audited by an independent Certified Public Accountant. A responsible corporate officer shall certify that the financial statements for Grantee's Cable System within the County are an accurate reflection of the operations of the Grantee or its Affiliated Entities, consistent with any attached notes and disclosures. The County reserves the right to require, if good cause exists as determined by the County, that the financial statements for Grantee's Cable System within the County be reviewed or audited by an independent Certified Public Accountant. Both sets of financial statements shall include income statements, balance sheets, and statements of cash flows, together with notes and disclosures describing allocation methodologies and other information as needed to allow proper interpretation of the statements. If the Grantee makes a significant change in its accounting methods in any Year, Grantee shall disclose such change and include a restatement of the financial statements submitted in prior years to the extent that such restatements may be required by generally accepted accounting principals. The financial statements and attached notes shall be in sufficient detail to include:

(1) Gross Revenues by category, such as Basic and Cable Programming Service Tiers, Pay Service, advertising, installation, and other miscellaneous revenues;

(2) Operating expenses by category. Deferred or non-cash expenses shall be separately identified;

(3) Other expenses, such as depreciation and amortization, interest expenses, and income taxes paid and accrued, as applicable;

(4) Capital expenditures by category, including funds expended under Section 7;

(5) Any incurrences or repayment of debt, and remaining outstanding debt by lender or type, including interest rates and future payment terms;

(6) Any contributions from, distributions to or other transactions with Affiliated Entities, in any form; and

(7) Detailed information regarding the amounts paid, and the Grantee's method of accounting for, County franchise fees and amounts paid under Section 7, including a description of the computation of such fees and taxes, and a reconciliation of Gross Revenues to the computational bases used.

(C) A statement of Gross Revenues for the Grantee's Cable System within the County, consistent with the financial statements provided under Section 17.2(B), audited or reviewed by an independent Certified Public Accountant.

17.3 General reports. Grantee shall prepare and furnish to the County, at the times and in the form prescribed by the County, such other reports with respect to its operation, affairs, transactions or property as the County may deem reasonably necessary or appropriate to the performance of the County's rights, functions or duties under this Franchise.

17.4 Format. The County, after consultation with Grantee, may specify the form and details of all Grantee's reports required under this Franchise.

17.5 Reports of regulatory violations. Grantee shall provide copies to the County of any communications to and from any regulatory agency having jurisdiction over Grantee pertaining to any alleged, apparent or acknowledged violation by Grantee of any applicable rule or law of the agency regarding the Grantee's provision of Cable Services under this Franchise.

17.6 Public records.

(A) Grantee acknowledges that information submitted to the County is subject to the Oregon Public Records Law, and is open to public inspection. Grantee is responsible for becoming familiar with and understanding the provisions of the Oregon Public Records Law.

(B) Grantee may identify information, such as trade secrets, submitted to the County as confidential. Grantee shall prominently mark any information for which it claims confidentiality with the mark "Confidential" prior to submitting such information to the County. The County shall treat any information so marked as confidential, until the County receives any request for disclosure of such information. Within five (5) working days of receiving any such request, the County shall provide the Grantee with written notice of the request, including a copy of the request. Grantee shall have five (5) working days within which to provide a written response to the County, before the County may disclose any of the requested confidential information. If the County determines that it will be necessary to reveal the information, the County shall promptly notify the Grantee, and do so at least five (5) working days prior to the information being released.

Section 18. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION/MINORITY
BUSINESS ENTERPRISES

18.1 Equal employment opportunity.

(A) Throughout the term of this Franchise, Grantee shall fully comply with the equal employment opportunity requirements of federal, state, and local law, and in particular, FCC rules and regulations relating thereto. Upon request by the County, Grantee shall furnish the County a copy of the Grantee's Annual statistical report filed with the FCC, along with proof of Grantee's Annual certification of compliance. Grantee shall immediately notify the County in the event Grantee is at any time determined not to be in compliance with FCC rules or regulations.

(B) Throughout the term of this Franchise, the Grantee shall maintain a policy that all employment decisions, practices, and procedures are based on merit and ability without discrimination on the basis of an individual's race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee's policy shall apply to all employment actions including advertising, recruiting, hiring, promotion, transfer, remuneration, selection for training, company benefits, disciplinary action, lay-off, and termination.

18.2 Affirmative action. Grantee shall carry out its equal employment opportunity policy by making a determined and good-faith effort at affirmative action to employ and advance in employment women, minorities, and the physically and mentally disabled.

18.3 Minority and female business enterprises. Grantee shall make determined and good faith efforts to use minority and female business enterprises in its contracted expenditures, including, without limitation, contracts for the acquisition of goods, services, materials, supplies, and equipment used in the construction, maintenance, and operation of its Cable System. If directed by the County, the Grantee shall participate in the County's Minority and Female Business Enterprise Certification Program.

Section 19. RIGHTS OF INDIVIDUALS

19.1 Discriminatory practices. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other applicable federal, state or local laws, rules and regulations relating to non-discrimination.

19.2 Unauthorized monitoring or cable tapping

(A) Neither the Grantee, nor any of its agents, employees, officials or permittees, or any other Person, agency or entity, shall Tap any cable, line, Signal input device or Subscriber outlet or receiver for any purpose, except as provided herein.

(B) Grantee may Tap a cable, line, Signal input device or Subscriber outlet or receiver to determine the number of viewers watching a program where the identities of the viewers are not determined; perform Cable System maintenance and verify technical performance; and identify theft of services, without the Subscriber's written consent.

19.3 Privacy. The County and Grantee shall maintain constant vigilance with regard to possible abuses of the right of privacy or other human rights of any Subscriber, Programmer or any other Person resulting from any device or Signal associated with the Cable System. Grantee shall not use the two-way communications capability of the Cable System for unauthorized or illegal Subscriber surveillance of any kind.

19.4 Permission of property owner or tenant. Grantee shall not install or attach any of its Facilities to any residence or other property without first securing the written permission of the owner or tenant of any property involved, except where there is an existing utility easement reserved by plat or other conveyance or unless such installation or attachment is otherwise authorized by law. Nothing herein, however, shall excuse the Grantee from obtaining permission from anyone who has the right to

approve or disapprove the attachment. If such permission or easement is later revoked, unless Grantee is otherwise entitled to maintain its facilities, whether by the original or a subsequent owner or tenant, the Grantee, on the owner's request, shall promptly remove any of its Facilities and promptly restore the property to its original condition. Grantee shall perform all such installations and removals in a workmanlike manner and shall be responsible for any damage to residences or other property caused by the installation or the removal.

19.5 Sale of Subscriber lists and personalized data.

(A) Grantee shall not sell, or otherwise make available, lists of the names and addresses of its Subscribers, or any list which identifies the viewing habits by the name of any Subscriber, or any Personalized Data pertaining to a Subscriber's use of any of Grantee's Cable Services by the name of any Subscriber, without the written, expressed consent of the Subscriber to which the Personalized Data pertains, except as otherwise expressly authorized by federal law. For purposes of Section 19.5, "Personalized Data" means the name and address or other information regarding an individual Subscriber, which is associated with or extracted from data obtained from the Subscriber's use of Grantee's Cable Services.

(B) Grantee shall be subject to the provisions of federal law regarding limitations on Grantee's collection and use of Personalized Data, and other issues involving the protection of Subscriber privacy.

Section 20. FRANCHISE VIOLATIONS AND REMEDIES, EXPIRATION AND RENEWAL

20.1 Remedies for Franchise Violations.

(A) Remedies. In addition to any rights set out elsewhere in this Franchise, or such other rights as it may possess, the County reserves the right at its discretion to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise. In determining which remedy or remedies are appropriate, the County shall consider the nature of the violation, the Persons burdened by the violation, the nature of the remedy required in order to prevent further violations, and any other matters the County deems appropriate.

(1) Impose reasonable penalties, up to \$1,000 per day, incident or other measure of violation;

(2) To the extent authorized by law, require Grantee to make payments or grant refunds to its Subscribers or Subscriber Classes in such amounts, and on such bases as are reasonable relative to damages sustained by Subscribers, for violations relating to Subscriber service. At Grantee's option, such payments or refunds may be made in the form of a credit against Subscriber service bills. For purposes of this Subsection, "Subscriber Class" means any group of actual or potential Subscribers identified by the Grantee on the basis of specified characteristics for the purpose of providing, marketing or establishing any combination or package of Cable Services, rates or charges, or for the purpose of providing or directing customer services or marketing in any form;

(3) Reduce the duration of the term of this Franchise on such basis as is reasonable provided that in no event shall the amount of the term remaining after the reduction be less than three (3) years; or

(4) Revoke this Franchise.

(B) Remedies for Delays. In addition to the remedies set forth in Section 20.1, the County may, at its sole discretion, apply any one or more of the following remedies in connection with material delays in Cable System Upgrade:

(1) Find the Grantee in material violation of this Franchise;

(2) Reduce the duration of the term of this Franchise on a month-to-month basis for each month of delay exceeding six (6) months provided that in no event shall the amount of the term remaining after the reduction be less than three (3) years;

(3) Declare a forfeiture of any construction bond required under Section 14.4 for any delay exceeding one year; or

(4) Terminate this Franchise for any delay exceeding eighteen (18) months.

(C) In determining which of the foregoing remedies is appropriate, and in the exercise of specific remedies, the County shall consider, among other things, (1) the nature and extent of the violation, (2) whether Grantee has had a history of similar violations, (3) the remedy that can be expected to deter such violations in the future, and (4) the damage suffered by the public and the cost of remedying the violation.

(D) The County also has the right to shorten the term of this Franchise or revoke this Franchise in the manner described in Sections 20.1(A)(4) upon the occurrence of any of the following acts or events:

(1) Grantee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the County; or

(2) Grantee becomes insolvent or is adjudged to be bankrupt, or otherwise initiates corporate or partnership dissolution; or

(3) Grantee fails to obtain and maintain any permit required by any federal or state regulatory body in order to own and operate the Cable System.

(E) Receivership. In addition to its other rights and remedies as set forth in this Franchise, the County shall have the right to revoke this Franchise one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the Grantee's business, whether in receivership, reorganization, bankruptcy or other similar action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

(1) Within one hundred and twenty (120) days after such appointment, the receiver or trustee shall have fully complied with all provisions of this Franchise and remedied any and all violations or defaults, as approved by the County; and

(2) Within said one hundred and twenty (120) days, such receiver or trustee shall have executed an agreement with the County, duly approved by the County and the court having competent jurisdiction, in which such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

(F) In the event that the County makes a preliminary determination that the Grantee has violated this franchise, Grantee may request and the County shall commence a contested case proceeding. The County's final determination, following a contested case proceeding, may be appealed to the County Board. The County Board shall consider the appeal based on the record established in the contested case proceeding.

20.2 Notice and Opportunity to Cure.

(A) The County shall give Grantee thirty (30) days prior written notice of its intent to exercise any of its rights under Section 20.1, identifying the reasons for such action.

(B) If Grantee removes or otherwise cures the asserted violation constituting the stated reason within the thirty (30) day notice period, or if cure is not reasonably possible within the thirty (30) day period and the Grantee initiates good faith efforts satisfactory to the County within the thirty (30) day period to cure the asserted violation constituting the stated reason and the efforts continue in good faith, the County shall not exercise its rights under Section 20.1.

(C) If Grantee fails to remove or otherwise cure the asserted violation constituting the stated reason within the thirty (30) day notice period, or if the Grantee does not undertake and continue efforts satisfactory to the County to remedy the stated reason, then the County may exercise any or all of the remedies available under Section 20.1 or such other rights as the County may possess.

20.3 Minor Variances. The County may, upon request of the Grantee or its own motion, permit the Grantee to vary its manner of performance under this Franchise so long as the variance does not result in a substantial change in the terms of this agreement or a substantial reduction in the services to be provided.

20.4 Expiration.

(A) Upon the expiration of this Franchise, subject to any restrictions imposed by 47 U.S.C. § 546 and other applicable federal, state or local laws, the County shall have the right, at its election, to:

- (1) Renew or extend Grantee's Franchise;
- (2) Invite additional proposals and award this Franchise to another Person;
- (3) Terminate the Franchise without further action;

(4) Exercise its rights under Section 17; or

(5) Take such further action as the County deems appropriate.

(B) Until such time as the County exercises its rights under Section 20.4, the Grantee's rights and responsibilities within the County shall be controlled by the terms of this Franchise.

20.5 Removal of Plant and Equipment. If the County has declared a forfeiture of this Franchise as provided in Section 20.1, or if this Franchise has expired without being renewed or extended, or in the event of the County's purchase, lease-purchase, condemnation, acquisition, taking over or holding of plant and equipment, all of Grantee's rights under this Franchise shall immediately cease and be divested. Thereafter, except as provided in Section 20.5 and Section 15, or as otherwise provided by ordinance or resolution, the Grantee shall remove its Facilities from the Streets and restore the Streets to such condition as the County may require. In the event of a failure by the Grantee to properly perform such work, then the County may perform the work and collect the cost thereof from the Grantee. The cost thereof shall be a lien upon the system of the Grantee and a set-off against any sums owed Grantee by County.

Section 21. MISCELLANEOUS PROVISIONS

21.1 Compliance with laws.

(A) Grantee shall comply with all applicable federal and state laws.

(B) Nothing in this Franchise is intended to authorize the Grantee to engage in any activity constituting a violation of federal or state antitrust laws, including, but not limited to, the Sherman Act, the Clayton Act, the Robinson-Patman Act or any related amendments or regulatory provisions.

21.2 Voluntary Arbitration.

(A) Any dispute between the parties hereto, including but not limited to disputes or controversies arising from or related to interpretation of this Franchise, may be arbitrated provided that both parties consent in writing to the arbitration. Such arbitration will be final and binding, and the parties shall have no right to appeal from the arbitrator's decision.

(B) The County may initiate arbitration by resolution or ordinance, while Grantee may choose to initiate arbitration by sending written notice to the County.

(C) After arbitration has been initiated, the County and Grantee may agree that one arbitrator may conduct the arbitration. If the parties are unable to agree upon the identity of the arbitrator within 20 days after the arbitration has been initiated, the arbitrator shall be selected by the presiding civil judge of the Multnomah County Circuit Court.

(D) If either the County or Grantee does not consent to having one arbitrator conduct the arbitration, the arbitration shall be conducted by three arbitrators, who shall be selected as follows:

(1) If the County initiates arbitration, the County shall select one arbitrator and Grantee by written notice shall select one arbitrator within 15 days after passage of the resolution. If Grantee initiates arbitration, it shall identify its selected arbitrator in its written notice, and the County shall select one arbitrator, within 15 days after receiving the notice.

(2) The two selected arbitrators shall select a third arbitrator within 15 days after the appointment of the second arbitrator. If the two arbitrators are unable to agree upon a third arbitrator within the time limit, the third arbitrator shall be appointed by the presiding civil judge of the Multnomah County Circuit Court.

(E) After selection of the arbitrator(s), the arbitrator(s) shall take an oath to serve neutrally and impartially. The arbitrator(s) shall then schedule a date, time and place for the arbitration hearing. The hearing shall occur not less than 120 days after the appointment of the arbitrator (or the third arbitrator, if three arbitrators are used), unless extended by mutual agreement of the County and Grantee. The arbitrator(s) shall make a written report to the County and Grantee on the final determination within 60 days after completion of the hearing. If the arbitration is conducted by three arbitrators, the determination of a majority of the arbitrators shall constitute a final, binding arbitration determination.

(F) The arbitrators shall have such powers as are set forth in ORS 36.335 (1995).

(G) The County and Grantee shall share equally the fees and costs of the arbitrator(s).

21.3 Mediation. The County and Grantee agree that should any dispute arise between the parties concerning any aspect of this Franchise which is not resolved by mutual agreement of the parties, and unless either party believes in good faith that injunctive relief is warranted, the dispute will be submitted to mediated negotiation prior to any party commencing litigation. In such event, the County and Grantee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator. In the mediation proceeding, the County and the Grantee shall attempt, in good faith, to agree to modifications to the Franchise so that the net rights and obligations of the County and the Grantee remain substantially the same after the modification, as they were prior to the events and circumstances leading to the mediation proceeding. If the County and Grantee are unable to successfully conclude the mediation within 45 days from the date of the selection of the mediator, either party may terminate further mediation by sending written notice. After written notice has been received by the other party, either party may request arbitration, as set forth in Section 21.2, or may pursue whatever legal remedies exist. All costs associated with mediation shall be borne, equally and separately, by the parties.

21.4 Continuity of service. It shall be the right of all Subscribers to receive all available services insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to Rebuild, Upgrade, modify or sell its Cable System, the Grantee shall make a good faith effort to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances during the term of this Franchise. In the event of purchase, lease-purchase, condemnation, acquisition, taking over or holding of plant and equipment by the County under Section 15.1, including subsequent assignment, sale, lease or other transfer to any other Person, the Grantee shall operate the Cable System for such reasonable periods as are necessary to maintain continuity of Cable Service to all Subscribers.

21.5 Severability. If any Section, provision or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, except as is otherwise provided in Section 15.2, Section 21.2 or Section 21.8.

21.6 No recourse against County. To the extent provided by law, Grantee's recourse against the County or its officials, boards, commissions, agents or employees for any claim arising from any provision or requirement of this Franchise shall be limited to injunctive relief and declaratory relief.

21.7 Nonenforcement by the County. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the County to enforce prompt compliance, nor does the County waive or limit any of its rights under this Franchise by reason of such failure or neglect.

21.8 Action by agencies or courts. Grantee shall promptly notify the County in the event that any agency of the federal government or the State of Oregon or any court with competent jurisdiction requires the Grantee to act inconsistently with any provisions of this Franchise. Upon receipt of such notification, the County or the Grantee may determine if a material provision of this Franchise has been affected. Upon such determination, the County or the Grantee may seek to modify or amend this Franchise, pursuant to Section 15.2, as may be necessary to carry out the parties' intentions and purposes under this Franchise.

21.9 Choice of forum. Any litigation between the County and the Grantee arising under or regarding this Franchise 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 District of Oregon.

21.10 Notice. Any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee; or deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or sent by overnight or commercial courier (such as Federal Express); or sent by facsimile transmission addressed as follows, or to such other address as the receiving party specifies in writing:

If to the County:

Office of Cable Communications and Franchise Management
Multnomah County, Oregon
1211 SW 5th Avenue, Room 1160
Portland, Oregon 97204
FAX No. (503) 823-5370

With a copy to:

Katie Gaetjens
County Counsel
Room 1530
1120 SW 5th Avenue

Portland, Oregon 97204
FAX No. (503) 248-3377

If to the Grantee:

TCI Cablevision of Oregon, Inc.
3500 SW Bond
Portland, OR 97201
FAX No. (503) 243-7413

With a copy to:

TCI Cablevision of Oregon, Inc.
Attention: Legal Department
PO Box 91220
Bellevue, WA 98009-9220
Fax No. (206) 637-2741

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery; three (3) business days after depositing in the United States mail as aforesaid; one (1) business day after shipment by commercial courier as aforesaid; or the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

21.11 Reasonability of actions. In any matter provided for in this Franchise involving discretionary acts by the County, including but not limited to the giving of consent, approval or instructions, the County shall act in a manner that is reasonable under the circumstances.

21.12 Force Majeure.

(A) For purposes of this Franchise, the term "Force Majeure" shall mean acts of God, landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, acts of terrorism or of the public enemy, partial or entire failure of utilities, strikes, explosions, lockouts or other industrial disturbances, insurrections, public riots or other similar events which are not reasonably within the control of the parties hereto.

(B) If the Grantee is wholly or partially unable to carry out its obligations under this Franchise as a result of Force Majeure, the Grantee shall give the County prompt notice of such Force Majeure, describing the same in reasonable detail, and Grantee's obligations under this Franchise, other than for the payment of monies due, shall not be deemed in violation or default for the duration of the Force Majeure. Grantee agrees to use its best efforts to remedy as soon as possible, under the circumstances, Grantee's inability, by reason of Force Majeure, to carry out its responsibilities and duties under this Franchise.

21.13 Other authority and written modification. Except as otherwise expressly provided in this Franchise, this Franchise contains the entire agreement between the County and the Grantee. All prior

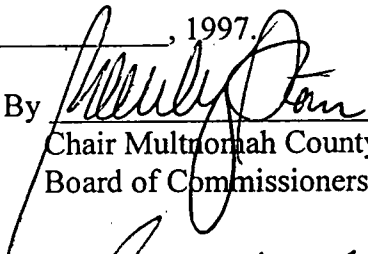
agreements between the County and the Grantee shall be superseded. This Franchise may not be altered or modified orally but only by an instrument in writing executed by duly authorized representatives of the County and the Grantee, and approved by resolution or ordinance.

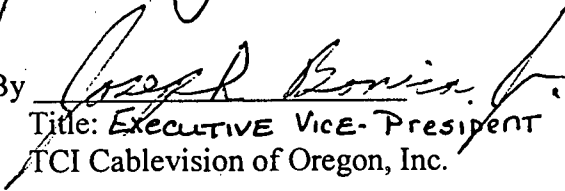
Section 22. EXECUTION.

22.1 Execution of Agreement. On or before thirty (30) days after this Franchise has been executed by the Multnomah County Board Chair, as authorized by the County Board, Grantee shall file with the County Clerk of the Board a fully executed original of this Franchise, as signed by a properly authorized officer of the Grantee.

22.2 Failure to File Executed Agreement. Any failure by the Grantee to comply with the requirements of Section 22.1 within the thirty (30) day period shall be deemed an abandonment and rejection of the rights and privileges conferred by this Franchise, and this Franchise shall thereupon be null and void without any further action by the County.

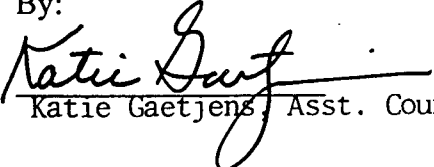
Entered into this 17th day of July, 1997.

By 
Chair Multnomah County
Board of Commissioners

By 
Title: EXECUTIVE VICE-PRESIDENT
TCI Cablevision of Oregon, Inc.

Approved as to form:
Thomas Sponsler
Multnomah County Counsel

By:


Katie Gaetjens, Asst. County Counsel

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # R-3 **DATE** 6/26/97
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

THIS AGREEMENT is between each of the cities of Fairview, Wood Village, Troutdale, Gresham and Portland, all municipal corporations duly incorporated under the laws of the State of Oregon, and Multnomah County, a home rule county formed under the laws of the State of Oregon, hereinafter referred to as the "Jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws and charters of the Jurisdictions.

Section 1. General Purposes. The Jurisdictions have each separately entered into various franchise agreements providing for the construction and operation of cable communications systems within their boundaries. The City of Portland created the Portland Cable Regulatory Commission, and Multnomah County, Gresham, Troutdale, Fairview and Wood Village created the Multnomah Cable Regulatory Commission, each with the general purpose to regulate and administer cable franchise agreements for the Jurisdictions. The Jurisdictions wish to form a unified cable regulatory commission. The formation of a unified regulatory commission serves the public interest in that the boundaries of the Jurisdictions do not necessarily coincide with the service areas of the Grantees, or with the needs of the citizens within each Jurisdiction or franchise, regarding cable communications. In addition, a unified commission can provide enhanced public benefits in franchising and regulation, and economies of scale in its operation.

To further this public interest and these purposes, the Jurisdictions desire to create a unified cable regulatory commission to jointly regulate and administer franchise agreements within their boundaries. The commission will further serve as an advisory body to the Jurisdictions on matters relating to cable communications and function as the Jurisdictions' representative for regional, state or national cable communications policy matters.

Section 2. Definitions.

A. "Cable Communications System" or "System" - any system of antennas, cables, amplifiers, towers, microwave links, cable casting studios, and any other conductors, receivers, home terminals, convertors, equipment or facilities, designed and constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital or other forms of electronic or electrical signals.

B. "Grantee" - any person who is authorized by a franchise agreement or seeks authority to construct, operate and maintain a cable communications system operated within the territories of the Jurisdictions.

C. "Person" - any corporation, partnership, proprietorship, association, individual or organization authorized to do business in the State of Oregon, or any natural person.

D. "Jurisdiction" - any municipality or county which enters into this Agreement.

Section 3. Commission Creation and Powers. A unified regulatory commission, the "Consolidated Cable Communications Commission" (Commission) is created to carry out the purposes set forth in this Agreement and to administer the cable communications franchises granted by the Jurisdictions. The Commission is vested with all the powers, rights and duties necessary to carry out these purposes that are vested by law in each Jurisdiction, its officers and agencies, subject only to the limitations contained in this Agreement and in the cable communications franchise agreements. "Law" includes the federal laws and Constitution, the Oregon constitution and laws as well as the charters, ordinances and other regulations of each Jurisdiction.

A. Regulatory Authority. The Commission has the authority to act on behalf of the Jurisdictions jointly and separately, and in its own right, to oversee and regulate any cable communications system operated pursuant to the cable communications franchise agreements entered into by the Jurisdictions. The Commission has full authority to take any action necessary to enforce or administer franchise agreements for operation of cable communications systems, except where the power to take a specific action is either limited or reserved to the Jurisdictions by the provisions of Section 4 of this Agreement.

B. Contracting Authority. The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of this Agreement. All contracts made shall conform to the requirements of Oregon law.

Section 4. Powers Retained by Jurisdictions.

A. Discretionary Review. Commission action to find a Grantee in violation of its franchise agreement, or to impose any penalty or financial remedy, or to regulate, establish or approve any Grantee rate or charge, shall become effective 30 days after the Commission's final decision. Any such Commission final decision shall not be effective unless a copy of the final decision is filed with the Recorder of each affected Jurisdiction within 10 days of such action. Such final decisions are subject to review by the governing body of each affected Jurisdiction. Within a 30-day period, any affected Jurisdiction may notify the Commission of its intent to exercise review authority. The Commission shall notify all affected Jurisdictions within 10 days of receiving the review notice. If a majority of the affected Jurisdictions acts within 60 days to overturn the Commission's final decision, such decision shall not become effective, and the matter shall be returned to the Commission for further proceedings as directed by the affected Jurisdictions.

1. Affected Jurisdiction means any Jurisdiction which is a party to the franchise agreement with the Grantee to which the Commission's final decision applies.

2. Recorder means a Jurisdiction's Clerk, Recorder or Auditor.

B. Full Authority. As set forth herein, the Jurisdictions reserve the authority to act on their own behalf. Each Jurisdiction agrees to make a good faith effort to weigh the impact of such actions on the overall operation of a cable system and the continuity of the Commission. Each Jurisdiction agrees to take no action in these areas until the Commission has had a prior opportunity to consider the matter.

Authority retained by the Jurisdictions includes:

1. Any decision to grant, revoke, terminate, extend, amend, renew or refuse to renew a franchise agreement.

2. Any decision concerning a change of ownership or control of a cable communications system or a Grantee.

3. Any decision to purchase or condemn a Grantee's interest, in part or in whole, whether or not pursuant to a termination, revocation or expiration of a franchise agreement.

4. Any decision regarding cable regulation which requires adoption of any ordinance or resolution by the Jurisdictions.

5. Any decision which requires the amendment of this Agreement.

6. Any authority which is reserved to or retained by the Jurisdictions by franchise agreement and which may not otherwise be delegated to the Commission.

Section 5. Commission Members.

A. The Composition. The Commission shall be composed of Commissioners appointed by the Jurisdictions. Each Jurisdiction, except Portland, shall select and appoint one representative to serve as its Commissioner. Portland shall select and appoint three representatives to serve as its Commissioners.

B. Quorum and Voting. The majority of the members of the Commission shall constitute a quorum. No Commission action shall be in effect except on a majority vote by those Commissioners present.

C. Term of Office and Succession. Commissioners shall be appointed to serve until their successors are appointed and assume their responsibilities, but shall serve under procedures authorized by the governing body of the Jurisdiction appointing them. However, a Jurisdiction's appointee shall not have any ownership interest in a Grantee. A vacancy on the Commission shall be filled by the governing body of the Jurisdiction whose position on the Commission is vacant.

Section 6. Meetings, Rules of Procedure and Officers.

A. Meetings to be Public. Meetings of the Commission shall be conducted pursuant to the Oregon Public Meetings law.

B. Rules of Procedure. At the first organizational meeting, or as soon thereafter as practicable, the Commission shall adopt rules governing its procedures including, but not limited to:

1. Times and places of regular meetings;

2. The method and manner of calling special meetings;

3. The method, term and manner of election of officers;
4. The responsibilities and duties of officers; and
5. The procedures for execution of writings and legal documents.

C. Officers. At the first organizational meeting, the Commission shall elect from among its members an interim chairperson and an interim vice-chairperson. The chairperson, and in his or her absence the vice-chairperson, shall preside at all meetings, call special meetings, and determine the order of business, until such time as rules requiring otherwise are adopted.

Section 7. Administration and Staffing Services.

The Commission shall contract with the City of Portland (the City) for administrative services as described in the attached Administrative Services Agreement (Exhibit 1). The Commission is authorized to amend, extend, or terminate the Administrative Services Agreement.

Section 8. Transfer of Staff and Assets.

A. Transferred Employees.

1. Upon termination of the administrative services agreement between the Commission and Multnomah County (the County), the County shall transfer Julie S. Omelchuck to the City's Office of Cable Communications and Franchise Management (Cable Office), providing that the County is no longer performing any cable regulatory services. Pursuant to ORS 236.630, Julie S. Omelchuck shall be placed in a position found by the City to be comparable to the position she enjoyed under the County's employment. The City shall consider Julie S. Omelchuck's education and physical qualifications, experience, and the salary, duties and responsibilities of her prior employment. The County shall furnish all of Julie S. Omelchuck's employment records to the City at the time of transfer. No affected employee shall be deprived of their employment by the County solely because of the transfer of administrative cable regulatory services to the City. The County shall find positions of employment within the County for all other affected employees.

2. The County shall pay each transferred employee all holiday and compensatory time, and any vacation leave time in excess of eighty hours, accumulated by such employee up to the date of the transfer. In addition, funds shall be transferred to the City from within the existing County cable office budget to cover accumulated sick leave, up to the date of transfer, for each transferred employee. The final amount of the payment for accumulated sick leave shall be determined by mutual agreement between the City and the Commission. The County shall reimburse the City for insurance premium costs, if any, resulting from health insurance coverage of preexisting conditions for any transferred employees. If at any time in the future Julie S. Omelchuck transfers back to the County by operation of the terms of Section 8A, the obligations for holiday, compensatory time and vacation leave time under this subsection shall apply equally to the City.

3. Any employees transferred by the County to the Cable Office shall be returned to the County if the transferred employee remains in a comparable employment position within the Cable Office and any one of the following events occurs: 1. The administrative services agreement between the City and the Commission is terminated; 2. The City withdraws from this Agreement; 3. The County withdraws from this Agreement; or 4. The Commission is dissolved under the terms of this Agreement.

4. This consolidation has presented unique circumstances resulting in the employee transfer provisions set forth in this Section. Due to these unique circumstances, the agreements contained in this Section shall not serve as precedent for any future employee transfer discussions between the City and the County.

B. Equipment assets, as listed in Exhibit 2, and general office supplies of the Multnomah Cable Regulatory Commission shall physically transfer to the City and shall become assets of the Commission.

C. The Jurisdictions shall share in the start up costs of the Commission proportionate to the FY 1993-94 budget contribution percentage of the respective Jurisdictions.

Section 9. Receiving and Distributing Funds.

A. The Commission shall comply with applicable state and local laws as to budget preparation and for audit of its books and records. The Jurisdictions may inspect all Commission books and records.

B. The annual budget adopted by the Commission shall be transmitted to the Jurisdictions by February 1. Each Jurisdiction shall review the Commission adopted budget prior to April 1 of each year. Upon approval by all Jurisdictions, the Commission-adopted budget shall become effective. If one or more Jurisdictions does not approve, the budget shall be returned to the Commission for modification and resubmitted to the Jurisdictions for approval. If all Jurisdictions do not approve a Commission budget by July 1, the previous fiscal year budget, less 10 percent, shall continue in effect until all Jurisdictions approve a Commission budget.

The Commission shall have the authority, subject to its approved annual budget, to expend funds for any lawful purpose up to the total amount of the approved budget. The Commission must seek approval by the Jurisdictions of budget amendments over the total amount of the approved budget. All Jurisdictions must approve such budget amendments for them to become effective. No Jurisdiction may amend, reduce or increase the approved Commission budget.

C. The cost allocation of each Jurisdiction in support of the Commission's approved budget shall be determined by the methodology as contained in Exhibit 3 to this Agreement. The Commission may adjust or modify the methodology during the annual budget process. The annual approved budget shall establish the specific cost allocation of each Jurisdiction and a schedule for all payments.

D. 1. The Commission is authorized to receive and collect cable franchise fees for all the Jurisdictions except Portland. The Commission shall distribute such fees

according to the terms of the franchise agreements and the Commission budgets approved by the Jurisdictions. Fees collected in excess of budgeted amounts shall be returned to the Jurisdictions from which such fees are attributable.

2. The Commission shall not collect the City of Portland cable franchise fees. The City of Portland agrees to transfer quarterly its share of the cost allocation in accordance with the approved Commission budget.

3. All other funds arising out of cable franchise agreements shall be collected by the Commission. The Commission shall allocate such funds in accordance with the franchise agreements and the Commission budgets approved by the Jurisdictions.

Section 10. Effective Date. This Agreement shall become effective upon its adoption by all Jurisdictions. Any Jurisdiction entering into this shall adopt an authorizing ordinance and shall forward a certified copy to the City of Portland. Within 30 days of the effective date of this Agreement, the City of Portland shall forward copies of the authorizing ordinances to the Secretary of State.

The first meeting of the Commission shall be held within 30 days of the effective date of this Agreement. The time and place for the first meeting of the Commission shall be determined by a majority of the Commissioners.

Section 11. Duration and Termination.

A. Duration. The duration of this Agreement is perpetual and the Commission shall continue from year to year, subject to subsection 11B. The Commission shall forward this Agreement to the Jurisdictions every three years for their review.

B. Termination. In order for any Jurisdiction to withdraw from this Agreement and to prevent obligations for its financial contribution to the Commission for the ensuing year, a Jurisdiction may only withdraw from the Commission by filing a written notice of withdrawal with the Commission by November 1 of any year, effective at the end of that fiscal year. Membership shall continue until the effective date of the withdrawal. However, the withdrawing Jurisdiction shall not take action on the Commission's annual budget. Prior to the effective date, the member Jurisdiction may rescind its withdrawal notice at any time.

Section 12. Assets. If a Jurisdiction withdraws before dissolution of the Commission, the Jurisdiction shall have no claim against the assets of the Commission. In the event of dissolution, all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing Jurisdictions in proportion to the most recent budget cost allocation percentage of the respective Jurisdictions. Jurisdictions may agree to buy out each others portion of assets.

Section 13. Dissolution. The Jurisdictions may dissolve the Commission and terminate this Agreement at any time by mutual agreement of all Jurisdictions. The Commission shall continue to exist after the dissolution for such period, no longer than three months, as is necessary to wind up its affairs but for no other purposes.

Section 14. General Terms.

A. Severability. The terms of this Agreement are severable and a determination by any Court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

B. Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purposes.

C. Increasing Member Units of Government. The Commission may develop a method for allowing other units of local government to enter into this Agreement, subject to the full authority provision of subsection 4B. A fee or cost for such entrance may be imposed.

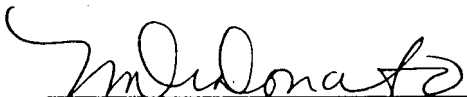
D. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Jurisdictions.

E. 1. General Indemnification. Each Jurisdiction shall be responsible for the negligent acts or omissions of the Jurisdiction, or its officers, agents or employees, in carrying out the terms of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260, et seq., and the Oregon Constitution, Article XI, Section 9.


2. By entering into this Agreement, the Jurisdictions are creating a public body under ORS Chapter 190 which is separately responsible for providing coverage for its officers, agents and employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260, et seq.

APPROVED AND EXECUTED by the appropriate officer(s) who are duly authorized to execute this Agreement on behalf of the governing body of each Jurisdiction.

City of Fairview

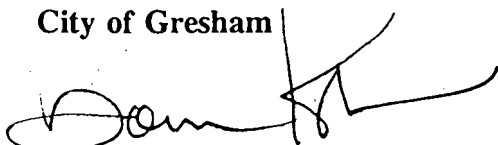


Nancey DiDonato
City Recorder

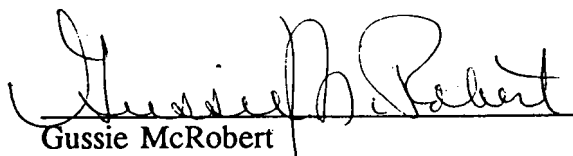


Fred Carlson
Mayor

City of Gresham



Bonnie R. Kraft
City Manager



Gussie McRobert
Mayor

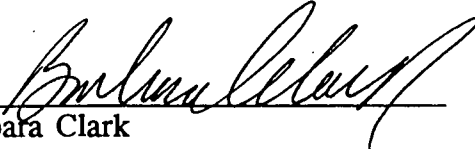
Multnomah County


R


Laurence Kressel
County Counsel


Gladys McCoy
County Chair

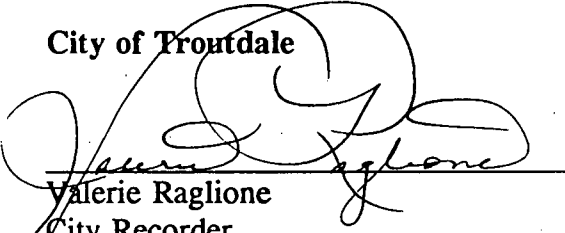
City of Portland

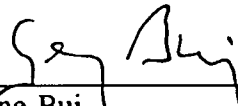

Barbara Clark
City Auditor


Vera Katz
Mayor


REVIEWED
By 
MULTNOMAH COUNTY COUNCIL


City of Troutdale


Valerie Raglione
City Recorder


Gene Bui
Mayor

City of Wood Village


Sheila Ritz
City Administrator/Recorder


Gerald Ulmer
Mayor

CCCCMSSN.IGA

APPROVED AS TO FORM


Benjamin Walters
CITY ATTORNEY

EXHIBIT 1

12/23/92

AGREEMENT BETWEEN
THE CONSOLIDATED CABLE COMMUNICATIONS COMMISSION
AND THE CITY OF PORTLAND
FOR ADMINISTRATIVE SUPPORT SERVICES

WHEREAS, the City of Portland is a home rule city, incorporated under the laws of the State of Oregon, and

WHEREAS, the Consolidated Cable Communications Commission has been created by an Intergovernmental Agreement between the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village and Multnomah County, pursuant to ORS Chapter 190, the general laws and constitution of the State of Oregon and the laws and charters of the participating jurisdictions, and

WHEREAS, the Consolidated Cable Communications Commission has a need for administrative and support services, and

WHEREAS, the City of Portland has the ability to furnish such services and is willing to do so,

NOW THEREFORE, the City of Portland (City) and the Consolidated Cable Communications Commission (Commission) agree as follows:

Section 1. General Purpose. The general purpose of this Agreement is for the City to provide administrative support services to the Commission. It is the intention of the City and the Commission that the Commission shall retain full independent authority to act on all matters related to the purposes for which the Commission was created and to retain all powers granted to it under the Intergovernmental Agreement, as it was written and as it may be amended from time to time. By this Agreement, the City and the Commission do not intend to confer any liability upon the City for any action of the

Commission, independent of any liability that may now exist, or may arise in the future, because of the City's participation in the Intergovernmental Agreement which created the Commission.

Section 2. General Administrative Services.

A. The City agrees to provide the Commission with administrative and staffing support services in the areas of purchasing, fiscal administration, routine cable regulatory legal services, personnel and general support services, as set forth in this Agreement. The Commission shall follow City procedural requirements for purchasing, fiscal administration, personnel and general support services. The Commission shall retain full authority to act on all matters related to the powers granted to it by this Agreement.

B. The City shall defend, hold harmless and indemnify the Commission, its members or its agents from any and all claims, demands, settlements or judgments, including all costs and attorney fees, which arise from any City activity the City has agreed to provide pursuant to this Agreement. The Commission agrees to promptly notify the City Attorney of any claims or demands made against the Commission as a result of any activity of the Commission. The City shall not have any additional liability as a result of this Agreement for any action of the Commission apart from any liability which may result from the City's participation as a Jurisdiction in this Agreement.

Section 3. Purchasing. The City agrees to act as the purchasing agency of the Commission and will furnish purchasing agent services to the Commission upon its request provided that in any matter or purchase where the final determination of the successful bidder may be determined under Oregon law by

some criteria other than price, the Commission shall retain final authority to determine a successful bidder or proposal. The City of Portland City Council shall act as the local Public Contract Review Board for the Commission and have jurisdiction over any public contract matter properly brought before a local Public Contract Review Board pursuant to the terms of ORS Chapter 279.

Section 4. Fiscal Administrative Services. The City shall furnish to the Commission the full range of financial administration services requested by the Commission from time to time. These services shall include, but are not limited to, maintenance of Commission accounts, provision of accounts payable, accounting of all Commission revenues and expenditures, assistance in preparing an annual budget and when necessary, budget amendments, preparation of budget monitoring reports on the same frequency as utilized by the City, inclusion of the Commission's approved annual budget within the City's annual budget for transmission to and approval by the Multnomah County Tax Supervision and Conservation Commission, and financial review and external audit services.

The City shall be authorized to receive and expend funds on behalf of the Commission as adopted by the Jurisdictions in the annual budget and at the direction of the Commission. The City will account for such funds in a segregated, dedicated account.

No later than November 1 of each year, the City shall return to the Commission any compensation paid by the Commission to the City for the preceding fiscal year pursuant to Section 8, which was not expended or obligated by June 30 of that fiscal year.

Section 5. General Staff Support. The City agrees to provide sufficient staff to perform the administrative and support services provided in the Commission's approved annual budget. The Commission will set a work plan for each fiscal year and establish regulatory policies for the staff to implement on an ongoing basis. The City agrees to work through its Cable Commissioners to request changes in the Commission's work plan or policies. All decisions regarding creation, filling or reclassification of staff positions, or hiring, disciplining or terminating staff, shall be made by the City, after consultation with the Commission.

Section 6. General Support Services. The City agrees to provide to the Commission the full range of support services generally available to City bureaus and agencies on the same basis, terms, and conditions as such services are generally made available. These services include, but are not limited to, mail pick up and delivery services, access to City vehicles, printing and duplication, telecommunications services, data processing, and management and insurance of physical assets.

Section 7. Cable Regulatory Legal Services. The City agrees to provide routine cable regulatory legal services to the Commission as needed. The Commission may separately contract with third parties or with the City for extraordinary legal services such as rate review, renewal negotiations, litigation or administrative hearings regarding possible cable franchise violations.

Section 8. Compensation. The Commission agrees to pay the City

compensation for the administrative and support services to be provided under this Agreement. The payment shall be made out of the Commission's annual approved budget. By December 31 of each year, the City and the Commission shall agree on the amount to be paid for services for the following fiscal year. The amount shall be based on an estimate of the City's anticipated actual costs of providing such services to the Commission. The City shall keep records of such costs, and such records shall be available for inspection by the Commission upon request.

Section 9. Evaluation. The Commission shall conduct an annual evaluation of the City's administrative services to ensure that the Commission's needs are being met.

Section 10. Term. The term of this Agreement shall be perpetual, unless terminated by the parties pursuant to the terms herein.

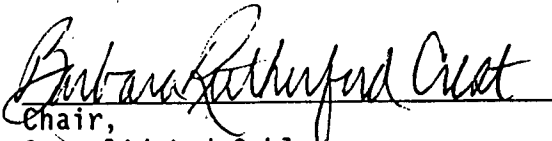
Section 11. Termination. This Agreement may be terminated by either party effective July 1st of any year by giving written notice of the intent to terminate on or before the December 31st prior to the July 1st termination date. In addition, this Agreement may be terminated by written agreement of both the City and the Commission effective ninety (90) days after the effective date of the termination agreement.

Section 12. Notices. Notices to the Commission shall be sent to the location of its principal office, to the attention of the Chairperson of the Commission. Notices sent to the City shall be sent to the Office of Cable

Communications and Franchise Management. All notices required under this Agreement shall be sent by certified mail, return receipt requested.


Section 13. Transition. The Commission and the City recognize that on the effective date of this Agreement there continues in existence a similar administrative services agreement between the Commission and Multnomah County (County). These two agreements authorize both the City and the County to provide similar services for the Commission. In order to facilitate the orderly transfer from the County to the City of the administrative services provided to the Commission, the agreement between the Commission and the County may remain in force to a date no later than April 15, 1993. The Commission shall withdraw from the County and transfer to the City, at the Commission's election, the services covered by the County/Commission agreement and this Agreement. The transfer of all services provided by the County to the Commission under the existing County/Commission agreement shall be completed by no later than April 15, 1993.

Section 14. Effective Date. This Agreement will be effective upon its adoption by the Commission.


Chair,
Consolidated Cable
Communications Commission


Mayor, City of Portland


Auditor, City of Portland


City Attorney
Approved as to Form

MULTNOMAH CABLE REGULATORY COMMISSION
EQUIPMENT ASSETS INVENTORY

November 30, 1992

<u>ITEM</u>	<u>ASSET ID</u>	<u>MAKE/MODEL</u>	<u>SERIALS #</u>	<u>INSTALLED PRODUCTS</u>
Computers (1 only)	29474	Zenith laptop Supersport SX	004DE002864	42MB HD, 3.25" 1.44MB Floppy, 640KB RAM < 2 serial & Parallel & 1 Parallel Ports; Dos 3.3, WORDPERFECT.
Computer (1 only)	28435	WANG 381	Z033Z2	40MB HD, 5.25" 1.2MB & 3.5" 1.44MB Floppy, 650KB RAM, Hercules Video Card, 2 serial & 1 Parallel Ports, WANG;DOS 5.0, WANG System Services, WORDPERFECT, PRIDE, PCLIS, LOTUS
Monitor	-0-	Zenith	019ND0726NOB	
Printer (1 only)	-0-	Kodak Lazer Jet		
File Cabinets (2 each)	-0-	Steel, two drawer, metal		
Supply Cabinet (1 only)	02557	Steel 8' x 4'		
Desk	-0-	Metal with formica top		
Chair Brown Desk Chair	23786			

MULTNOMAH CABLE REGULATORY OFFICE
FURNITURE INVENTORY

Page 2 of 2

November 30, 1992

<u>ITEM</u>	<u>ASSET ID</u>	<u>MAKE/MODEL</u>	<u>SERIALS #</u>	<u>INSTALLED PRODUCTS</u>
Chair Brown Guest Chair	23785			
Chair Red Desk Chair	-0-			
Typewriter (1 only)	02564	IBM Selectric II	6890552	
Dictaphone (1 only)	05094	Sony BM-25A	622065	
Electric Stapler (1 only)	-0-	FC-90 Isaberg AB Sweden A908	111445	
Tape Recorder (1 only)	-0-	Realistic CAT NO. 14-1052A		
Adding Machines (2 each)	23784	Texas Instruments	135963	
Pencil Sharpener (1 only)	-0-	Boston	68000	
Coffee Pot (1 only)	-0-	Norelco 12 cup HB5193		

EXHIBIT 3

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

01-Dec-92

Cost Allocation Methodology						
Functions	Cost Allocation Unit	% of Cost Distribution	Amount of Distribution	Total No. of Units	... No. of Units PCRC	... No. of Units MCRC
1. Complex Franchise Reg./Negotiation/Enforc.	No. of Franchises *	40.0%	\$	3.17	2.17	1.00
2. Consumer Issues	No. of Subscribers	20.0%	\$	125,100.0	95,295.0	29,805
3. Monitoring Access and PCTV	No. of Contracts	10.0%	\$	3.0	1.0	2
4. Liaison with Jurisdiction	No. of Jurisdiction	10.0%	\$	6.0	1.0	5
5. FCC/Legislation	No. of Subscribers	10.0%	\$	125,100.0	95,295.0	29,805
6. Administration	Prop. to 1.2.3 & 4	10.0%	\$	100%	%	%
Total		100.0%				

PCRC: Portland Cable Regulatory Commission

MCRC: Multnomah Cable Regulatory Commission

SR\123\mergmthd

11:40

EXHIBIT B

GUARANTY IN LIEU OF BOND AGREEMENT

THIS AGREEMENT is made this 26th day of June, 1997, between the County and the Grantee. For the purpose of this Agreement, the terms "County" and "Grantee" have the meanings given below in this Agreement.

WITNESSETH

WHEREAS, Multnomah County, Oregon, (the "County") has negotiated a cable renewal franchise with TCI Cablevision of Oregon, Inc., (the "Grantee"), to operate and maintain a cable television system within specified areas of the County (the "Cable System"), which "Franchise" (County Resolution No. 97-124, as adopted by the County Board on the 26th day of June, 1997, and effective on the 1st day of July, 1997) is hereby incorporated by reference to this Agreement; and,

WHEREAS, Section 12 of the Franchise requires Tele-Communications, Inc. or TCI West, Inc. ("Guarantor") to furnish a guaranty issued to cover the faithful performance of the Grantee's obligations under the Franchise; and,

WHEREAS, the Guarantor has agreed to provide the guaranty required by the Franchise in order to induce the County to enter into the Franchise;

NOW, THEREFORE, in consideration of the foregoing, the Guarantor agrees:

1. The Guarantor hereby unconditionally guarantees the punctual performance of any and all obligations of Grantee contained in the Franchise. In the event Grantee for any reason fails to perform those obligations, the Guarantor agrees to perform or cause to be performed those obligations on Grantee's behalf. The Guarantor's liability under this Agreement shall mature immediately, without notice or demand by the County, and become due upon the occurrence of any failure of performance by the Grantee.

2. This guaranty is an absolute, continuing, and unlimited guaranty of performance of the Franchise by the Grantee. The County shall not be obliged to proceed first against the Grantee or any other person, firm or corporation.

3. The Guarantor consents that, without notice to the Guarantor, and without the necessity for any additional endorsement, consent, or guaranty by the Guarantor, the obligations of the Grantee may, from time to time, be amended, modified, compromised or released by the County, all without impairing or affecting in any way the liability of the Guarantor hereunder.

4. The Guarantor waives notice of acceptance of this guaranty, and further waives protest, presentment, demand for performance or notice of default to the Guarantor. The Guarantor agrees that it is the Guarantor's responsibility to be informed of the condition of the

Grantee and the status of the Grantee's performance of its obligations, and the County has no duty to advise the Guarantor of any information known to it in that regard. This waiver, however, shall not be deemed a waiver of any requirement of the Franchise as to notice to the Grantee.

5. The County's failure to require strict performance of the Franchise shall not release the Guarantor from liability under this Agreement.

6. Any litigation between the County and the Guarantor arising under or regarding 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 District of Oregon. The terms and provisions of this Agreement shall be applied and interpreted according to the laws, statutes and judicial decisions of the State of Oregon.

7. This Agreement, unless terminated, substituted or canceled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise, or as expressly provided otherwise in the Franchise.

8. The Guarantor may propose substitution of another Guarantor to perform the obligations of this Agreement. If the County finds the proposed substitute Guarantor reasonably satisfactory, another Guaranty Agreement may be substituted upon mutual agreement of the County and the Guarantor. Such substitution shall not affect liability incurred or accrued under this Agreement prior to the effective date of such substitution. No claim, suit or action under this Agreement by reason of any default of the Grantee shall be brought against the original Guarantor unless asserted or commenced within one year after the effective date of such substitution of the Agreement.

9. Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), or (3) sent by facsimile transmission addressed as follows, or to such other address(es) as the receiving party hereafter shall specify in writing:

If to the County:

Office of Cable Communications and Franchise Management
Multnomah County, Oregon
1211 SW 5th Avenue, Room 1160
Portland, Oregon 97204
FAX No. (503) 823-5370

With a copy to:

Katie Gaetjens
County Counsel
Room 1530
1120 SW 5th Avenue

Portland, Oregon 97204
FAX No. (503) 248-3377

If to the Grantee or Guarantor:

TCI Cablevision of Oregon, Inc.
3500 SW Bond
Portland, OR 97201
FAX No. (503) 243-7413

With a copy to:

TCI Cablevision of Oregon, Inc.
Attention: Legal Department
PO Box 91220
Bellevue, WA 98009-9220
Fax No. (206) 637-2741

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of: (1) actual delivery; (2) three (3) business days after depositing in the United States mail as aforesaid; (3) one (1) business day after shipment by commercial air courier as aforesaid; or, (4) the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

IN WITNESS HEREOF, the County, the Grantee and the Guarantor have entered into this Agreement on the 17th day of July, 1997.

GUARANTOR:

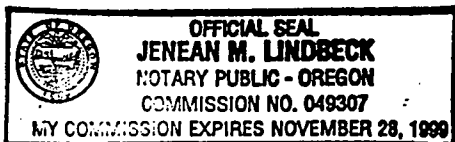
BY: _____

PRINTED NAME: Joseph Bonica Jr.

TITLE: Senior Vice-President

State of Oregon)
) ss.
County of Washington)

This Agreement was acknowledged before me on the 17th day of July, 1997, by Joseph Bonica Jr. as Senior V-P., as a duly authorized officer of Tele-Communications, Inc. or TCI West, Inc.



Jenean M. Lindbeck
Notary Public for OREGON

My Commission Expires: Nov. 28, 1999

GRANTEE:

BY: _____

PRINTED NAME: Joseph Bonica Jr.

TITLE: Executive Vice-President

State of Oregon)

) ss.

County of Washington)

This Agreement was acknowledged before me on the 17th day of July, 1997, by Joseph Bonica Jr. as Exec. Vice-President, as a duly authorized officer of TCI

Cablevision of Oregon, Inc.



OFFICIAL SEAL
JENEAN M. LINDBECK
NOTARY PUBLIC - OREGON
COMMISSION NO. 049307
MY COMMISSION EXPIRES NOVEMBER 28, 1999

Jenean M. Lindbeck

Notary Public for OREGON

My Commission Expires: November 28, 1999

Multnomah County, Oregon:

BY: _____

PRINTED NAME: Beverly Stein

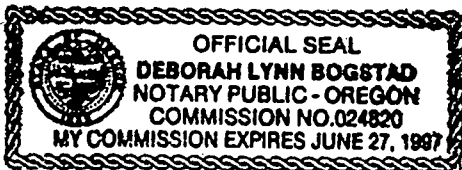
TITLE: Multnomah County Chair

State of OREGON)

) ss.

County of Multnomah)

This Agreement was acknowledged before me on the 26th day of June, 1997, by Beverly Stein as Chair, as Board of Commissioners of Multnomah County, Oregon.



OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC - OREGON
COMMISSION NO. 024820
MY COMMISSION EXPIRES JUNE 27, 1997

Deborah Lynn Bogstad

Notary Public for Oregon

My Commission Expires: 6/27/97

MEETING DATE: JUN 26 1997

AGENDA #: R-4
ESTIMATED START TIME: 9:40am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Adopt Supplemental Budget

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 26, 1997

AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Support Services DIVISION: Budget and Quality

CONTACT: Dave Warren TELEPHONE #: 248-3822

BLDG/ROOM #: 106 / 1400

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Adoption of the 1996-97 Supplemental Budget, approved by the Board on May 1, 1997 and certified by the Tax Supervising and Conservation Commission on June 5, 1997, and making appropriations.

7/7/97 copies to Dave Warren & Courtney Wilton

SIGNATURES REQUIRED:

ELECTED
OFFICIAL:

(OR)

DEPARTMENT
MANAGER:

Victoria S. Gales

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMM. ASSOCIATES
JUN 19 PM 12:32
MULNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET AND QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren

TODAY'S DATE: June 19, 1997

REQUESTED PLACEMENT DATE: June 26, 1997

SUBJECT: Adoption of 1996-97 Supplemental Budget

I. Recommendation / Action Requested:

Adopt the Supplemental Budget originally approved by the Board in May 1997

II. Background / Analysis:

The Board approved this Supplemental Budget on May 1, 1997. Tax Supervising held a hearing on the Supplemental Budget on June 5, 1997 and certified it without objection or recommendation.

The action ratifies and finalizes the original supplemental budget.

The appropriation schedule attached to the resolution adopting the Supplemental separates appropriations for the 1996 Library Bond from those for the 1993 Library Bond, increases pass through appropriations in the Recreation Fund and the Convention Center Fund, transfers balances from the Natural Areas Acquisition Fund and the Library Enterprise Fund, and increases appropriations in the Capital Acquisition Fund.

III. Financial Impact:

This supplemental budget makes a number of technical corrections to the budget. The only additional expenditures authorized by the proposed actions are payments of revenue collected by the County and passed through to Metro. All the other changes are proposed to implement accounting decisions made when the budget was adopted, or to comply with IRS regulations.

The proposal authorizes the following six sets of transactions.

1. Create a Library Bond Fund to account for the proceeds of the 1996 General Obligation Bond. IRS rules require that we not mingle the revenues from two bond measures in the same fund. The intent appears to be to assure that we do not hold the proceeds of a tax exempt bond sale and earn interest on the unspent balance. This action creates a separate, additional fund for the new bonds to comply with the regulation.
2. Transfer appropriations from the Capital Improvement Fund to the Capital Lease Purchase Fund to cover budgeted expenditures until COP's can be issued. Because of uncertainties surrounding Measure 47 Dave Boyer has recommended not to issue the COP's budgeted in the adopted budget. The interest rates we would pay at this point would be high, and we might receive a reduced bond rating. However, expenditures on the North Portland Clinic and the Yeon expansion, already authorized in the budget and intended to be covered by COP revenue, have been made and costs continue to be incurred. This action transfers \$600,000 of unspent CIP money for the balance of this fiscal year to cover those expenditures. When the COP's are issued next fiscal year, after the adoption of the 1997-98 budget, the money will be transferred back to the CIP fund.
3. Record additional 1995-6 and 1996-7 revenues in the Natural Areas Acquisition Fund and transfer them to the Capital Acquisition Fund. Until we authorize transfer of the entire balance of this fund, we will have to continue to carry the fund on the books. Making this transfer this year will allow us to close the fund as anticipated when the 1996-97 budget was adopted. The additional amount to be transferred is \$277,000.
4. Record additional 1995-6 and 1996-7 revenue in the Recreation Fund and increase appropriations so that those revenues can be passed through to Metro in accordance with the intergovernmental agreement about parks support. This will allow us to give Metro the revenue it is entitled to and not overspend the Recreation Fund and cause a violation of local budget law. The total estimated additional payment will be \$137,500.
5. Record additional 1995-6 and 1996-7 revenue in the Convention Center Fund and increase appropriations so that those revenues can be passed through to Metro to support the Convention Center. Again, this is a case where the revenues exceeded budgetary authorization last year and are likely to do the same this year. To make the transfer we need to increase the funds. The total additional payment authorized is \$1,010,000 of which \$235,000 was left unpaid at the end of last fiscal year.
6. Record Beginning Working Capital in the Library Enterprise Fund and transfer it to the Library Fund, decreasing the Beginning Working Capital in the Library Fund. This will allow us to close out the fund as we had planned to do when the budget was adopted. The adopted budget assumed that the transfer would take place in 1995-96, but it would have required a supplemental budget last year to make the transfer. By the time we decided to close the fund, it was too late in the year to submit a supplemental budget and get it adopted before June 30.

III. Financial Impact:

None of these actions have any material financial impact. The most important of the proposals is compliance with IRS regulations. The other actions will be helpful to Metro or clean up accounting issues that will make the fund structure more sensible.

IV. Legal Issues:

None. The Board is required to use the supplemental budget process because the actions create funds, increase transfers between funds, and (in the case of the Convention Center Fund and the Recreation Fund) increase expenditures by more than 10% of the adopted budget appropriations.

V. Controversial Issues:

None

VI. Link to Current County Policies:

Other than taking actions that will allow us to eliminate unnecessary funds, which is part of the policy on Fund Accounting Structure, no County policy seems to apply to these proposed transactions.

VII. Citizen Participation:

None has been solicited.

VIII. Other Government Participation:

N / A

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY

(In the Matter of the Adoption of a)
(Supplemental Budget for Multnomah)
(County, Oregon, for the Fiscal Year July 1,)
(1996 to June 30, 1997, and Making the)
(Appropriations thereunder, Pursuant to)
(ORS 294.435)

RESOLUTION
97-125

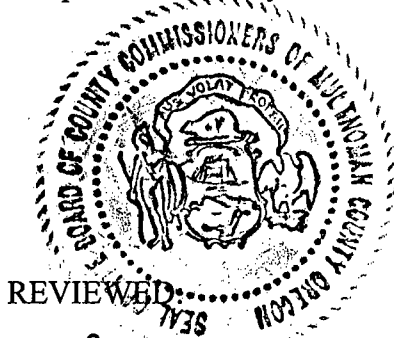
WHEREAS the above entitled matter is before the Board to consider the adoption of the supplemental budget for Multnomah County for the fiscal year July 1, 1996 to June 30, 1997; and

WHEREAS the Multnomah County supplemental budget as prepared by the duly appointed Budget Officer has been reviewed by the Tax Supervising and Conservation Commission at a hearing on June 5, 1997 in accordance with ORS 294.605-705 and certified without objection or recommendation; and

WHEREAS the supplemental budget as certified is on file in the Office of the Chair of Multnomah County and the appropriations authorized therein, totalling \$1,773,000, are attached to this resolution as Attachment A;

NOW THEREFORE BE IT RESOLVED that the supplemental budget, including Attachment A, is hereby adopted as a supplemental budget of Multnomah County, Oregon, and the attached appropriations are authorized for the fiscal year July 1, 1996 to June 30, 1997.

Adopted this 26th day of June 1997.



Thomas Sponsler, County Counsel
of Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By

Beverly Stein, Chair

Attachment A
Schedule of Appropriations

	Appropriation Change
Natural Areas Acquisition Fund	
Cash Transfer to Capital Acquisition Fund	277,000
Recreation Fund	
Environmental Services	137,500
Convention Center Fund	
Nondepartmental	1,010,000
Library Construction Fund (1993)	
Environmental Services	(13,500,000)
Library	(15,500,000)
Contingency	(1,800,000)
Library Construction Fund (1996)	
Environmental Services	13,500,000
Library	15,500,000
Contingency	1,800,000
Capital Improvement Fund	
Environmental Services	(500,000)
Cash Transfer to Capital Lease Purchase Fund	500,000
Capital Acquisition Fund	
Nondepartmental	277,000
Library Enterprise Fund	
Cash Transfer to Library Levy Fund	71,500
	1,773,000

TAX SUPERVISING & CONSERVATION COMMISSION
MULTNOMAH COUNTY, OREGON

724 Mead Building 421 S.W. Fifth Avenue
Portland, Oregon 97204-2189 Voice (503) 248-3054
FAX (503) 248-3053 E Mail TSCC@aol.com

June 5, 1997

Board of County Commissioners
Multnomah County
1510 Portland Building
Portland, Oregon 97204

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN -6 PM 1:56

Dear Board Members:

The Tax Supervising and Conservation Commission met on June 5, 1997, to review, discuss and conduct a public hearing on the Multnomah County 1996-97 Supplemental Budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support the efficient and economical administration of the district.

The 1996-97 supplemental budget, filed May 21, 1997, is hereby certified by majority vote of members of the Commission with no objections or recommendations. Aside from the exceptions noted, estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with the law.

Supplemental budget estimate amounts certified are as follows:

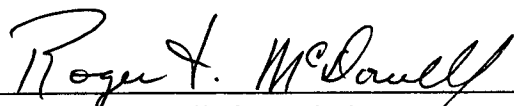
Fund	Adopted 1996-97	Supplemental Request	Revised 96-97 Budget
1993 Library Bond Fund	45,350,000	(30,800,000)	14,550,000
1996 Library Bond Fund	0	30,800,000	30,800,000
Capital Improvement Fund	7,801,467	0	7,801,467
Capital Acquisition Fund	58,900	277,000	335,900
Recreation Fund	366,300	137,500	503,800
Convention Center Fund	5,428,000	1,010,000	6,438,000
Natural Areas Acquisition Fund	1,378,900	277,000	1,655,900
Library Serial Levy Fund	24,273,243	0	24,273,243
Capital Lease Project Fund	13,906,810	0	13,906,810
Library Enterprise Fund	0	71,500	71,500
Total	98,563,620	1,773,000	100,336,620

Commissioners
Richard Anderson, Anthony Jankans, Roger McDowell,
Charles Rosenthal, Ann Sherman

Please file a copy of the adopted budget and supporting documentation within 15 days of adoption.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION



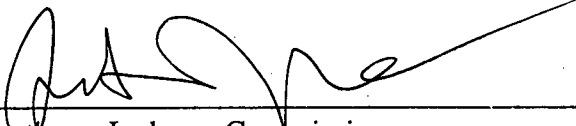
Roger McDowell, Commissioner



Richard Anderson, Commissioner



Charles Rosenthal, Commissioner



Anthony Jankans, Commissioner

CW:sp

MEETING DATE: JUN 26 1997
AGENDA #: R-5
ESTIMATED START TIME: 9:40am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: SB 1145 Facilities Lease and Sublease Documents

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: June 26, 1997

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DSS

DIVISION: Finance

CONTACT: Dave Boyer

TELEPHONE #: 248-3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental agreement 500317 with the State of Oregon providing for the Facilities Lease and Sublease for the expansion at Inverness Jail to house SB 1145 inmates.

7/1/97 ORIGINALS TO THERESA SULLIVAN

SIGNATURES REQUIRED:

ELECTED
OFFICIAL:

(OR)

DEPARTMENT
MANAGER:

Debbie L. Jones

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 19 PM 2:36

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DAN SALTZMAN, DISTRICT #1
GARY HANSEN, DISTRICT #2
TANYA COLLIER, DISTRICT #3
SHARRON KELLEY, DISTRICT #4

FINANCE DIVISION

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
PORTLAND BUILDING
1120 SW FIFTH AVENUE, SUITE 1430
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 248-3312
FAX (503) 248-3292

CENTRAL STORES
CONTRACTS
PURCHASING
FORD BUILDING
2505 SE 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252
TDD (503) 248-5170

MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director 

DATE: June 2, 1997

AGENDA DATE: June 26, 1997

SUBJECT: SB1145 Facilities Lease and Sublease with State of Oregon

I. Recommendation / Action:

Approve SB1145 Facilities Lease and Sublease agreement between Multnomah County and the State of Oregon.

II. Background / Analysis:

On November 21, 1995, the Board approved Resolution 95-239 requesting the State to fund the construction of facilities to house SB 1145 offenders. (Resolution 95-239 attached) The Legislature approved the SB 1145 construction budget for Multnomah County in the amount of \$42,620,000. \$31,775,000 of these funds will be used for the expansion of the Inverness Jail. The remaining \$10,845,000 is to be used for alcohol and drug beds. In addition the County will provide \$11,500,000 of Public Safety Bonds to complete the expansion of the Inverness Jail. The County is responsible for all aspects of the project and Facilities Management has hired an architect and Construction Manager/General Contractor and has begun some of the preliminary work on the site. The State has issued Certificates of Participation (COP's) to finance the construction of the Inverness Jail. The County has been working with the State in developing the various documents needed to enter into the financing arrangement and the Facilities Lease and Sublease are required to complete this transaction. The State is responsible for retiring the COP's and the County is leasing the Inverness Jail, expansion only, to the State of Oregon and the State is then Subleasing the facility back to the County to house the SB1145 offenders. The State will issue the remaining \$10,845,000 COP's once the Board approves the lease to finance the A&D beds. The County will also provide \$13,200,000 of G.O. Bond funds for the

A&D Beds. This item has been delayed several times due to the potential appeal of a conditional use permit. Attached is a copy of an e-mail I received from Sandy Duffy, County Counsel's office stating that this issue has been resolved.

III. Financial Impact:

The State is responsible for retiring the principal and interest on the \$31,775,000 COP issue and the County is responsible for the principal and interest on the \$11,500,000 Bond issue. 1996/97 Budget contains all construction financial obligations related to this lease.

IV. Legal Issues:

County Counsel and Bond Counsel have reviewed the Lease, Sublease and other documents needed for this transaction. County Counsel has signed where necessary

V. Controversial Issues:

Conditional Use potential appeal has been resolved.

VI. Link to Current County Policy:

Action is in line with Resolution 95-239

VII. Citizen Participation:

None

VIII. Other Government Participation:

State, Multnomah County and other Oregon Counties drafted the Lease and Sublease agreements

CC: Vickie Gates
Dave Warren
Dan Noelle
Bob Nilsen

BOYER Dave A

From: DUFFY Sandra N

Sent: Wednesday, May 28, 1997 2:24 PM

To: BOYER Dave A

Subject: Inverness

Your timing is good. I received a phone call today from Kathryn Beaumont, Portland City Attorney's Office, saying that the Council would consider the adoption of amended findings in the County's Inverness Conditional Use approval on June 25 at 3:00. Alice Blatt, her attorney and the City have come to an agreement on those findings. I have reviewed them and concur.

This means that after the approval and signing of those findings (and approval of the Resolution directing City Staff to correct zoning code regulations vis-a-vis environmental protection zones), Ms. Blatt will not file a new appeal.

I am confident that this above-described procedure will proceed smoothly. Thus, I can state my opinion that there is no litigation regarding the Inverness Jail expansion, except as set out in this memo.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Multnomah County's Application)	
for SB1145 Construction)	R E S O L U T I O N
Funds and Public Safety Strategy)	95-239

WHEREAS SB1145, enacted into law during the 1995 Legislative session, will shift to the counties responsibility for felons currently sentenced to a year or less to state prison. The law is scheduled to go into effect January, 1997; and

WHEREAS the State Legislature established a construction fund of \$59,000,000 and set up a process for allocating those funds to be approved by the Governor and the Legislature during a February, 1996 special session. County applications for construction dollars are due November 22, 1995. The Governor expressed his intent to request additional construction funds from the Legislature in 1997; and

WHEREAS the State Legislature also established a funding formula which allocates operational resources to the county. Multnomah County is expected to receive \$12,900,000 annually (adjusted for inflation and population increases) once SB1145 is in effect; and

WHEREAS Multnomah County engaged a broad range of public safety stakeholders and community members in a year long public safety planning process to address the corrections needs in our County. The need for a comprehensive continuum of sanctions was identified and the need for at least 200 additional jail beds to eliminate unsupervised matrix releases from county jails was identified; and

WHEREAS all criminal justice agencies support the elimination of matrix releases and the ability of supervising authorities to return offenders to jail to provide a swift and sure sanction. The ability to sanction offenders in this manner greatly enhances the effectiveness of community corrections programs and supervision; and

WHEREAS Multnomah County currently operates a number of effective alcohol and drug residential intervention and diversion programs, work release programs, and community supervision approaches. These strategies have proven to be effective in dealing with the estimated 70% to 80% of offenders who have alcohol and drug problems; and

WHEREAS in addition to the expanded jail and residential sanctions, the "empty bed" will not be possible without the cooperation of the District Attorney and the Judiciary in recommending and applying consistent sanctions across the population; and

WHEREAS, the Local Public Safety Coordinating Council established under SB1145 will provide an opportunity for a continuation of effective cross-departmental and cross-jurisdictional planning efforts with citizen involvement; and

WHEREAS, the public safety strategy was developed with the following Multnomah County Urgent Benchmarks in mind:

- reduce violent crimes against people
- increase success of diversion programs
- reduce recidivism of felons
- increase drug treatment services
- increase mental health services
- reduce domestic abuse
- increase percentage of drug free babies; and

WHEREAS, Multnomah County supports the concept of SB1145 and believes counties are in a better position to reduce the recidivism rate by changing the criminal behavior patterns of offenders sentenced under the scope of SB1145. Swift and sure jail stays, coupled with effective residential alcohol and drug intervention and/or employment programs with continuing supervision, can be more effective in reducing recidivism than jail stays alone. The effectiveness of this type of sentence is greatly enhanced by the ability to place the offender back into jail for short stays for non-compliance with the agreed upon sanctions; and

WHEREAS, additional construction and operating resources from the State will enable the County to be more effective in dealing with this population and will benefit the state programmatically and financially in future years because of Multnomah County's ability to reduce the re-offense rate.

NOW THEREFORE IT IS RESOLVED that:

1. Multnomah County approves the attached Application to the State for 1145 Construction Funds. The attached application requests funds to construct 330 jail beds at the current Inverness Jail site and 150 secure residential beds at a site or sites to be determined.
2. Multnomah County urges the Legislature to expand the construction fund during its special session to fully fund the request of Multnomah County and the other Counties in the state. In addition, the County urges the Legislature to increase the operating funds available to the Counties.
3. Multnomah County will request that the Legislature delay implementation of SB1145 in Multnomah County for at least one year until new facilities can become operational.

4. Multnomah County endorses the attached Continuum of Sanctions (Exhibit A) for offenders as the best approach for achieving the Benchmarks listed above. The continuum provides:
- An appropriate mix of jail beds and programs necessary to effectively manage the SB1145 offender.
 - An initial jail stay for the offender, followed by community sanctions and programs. While in jail, the offender must begin intensive alcohol and drug treatment when appropriate
 - An opportunity for the offender in residential treatment programs to acknowledge behavior changes which are necessary to reintegrate back into society.
 - Follow up supervision in the community
 - Enough jail beds to place the offender back in jail when s/he fails to comply with the conditions of non-jail sanctions.
5. Because funds from the State cannot and will not address the current corrections capacity and systems problems in Multnomah County, Multnomah County is committed to placing before the voters in May, 1996, a General Obligation Bond and a renewed and expanded Public Safety Serial Levy.
6. The Board will forward for public review a General Obligation Bond proposal which will include, but may not be limited to:
- a new facility on an as yet unidentified property which will expand the capacity of the system by 210 beds;
 - expand the capacity of the new Inverness facility by 75 beds and replace the current 45 bed Warehouse Annex temporary jail,
 - at least 150 beds providing supervised residential drug and alcohol, work release, and/or mental health services for offenders as they begin the transition back to the community and
 - debt financing for the newly constructed and expanded Multnomah County Juvenile Detention Facility.
7. To reduce the construction time on the new Inverness Facility, Multnomah County will advance the estimated \$900,000 costs for design and site preparation during this fiscal year. These funds will be repaid from 1145 Construction Funds and the General Obligation Bond.
8. The Board will forward for public review a Public Safety Serial Levy focusing on operational funding for the new jail, the additional beds at the new Inverness site, the residential facilities, the temporary Warehouse jail, and expanding the Multnomah County Restitution Center from 120 to 160 beds.

8. The Board will develop a plan to fund operating costs of these new facilities through SB1145 operational funding and public safety serial levies. With the completion of the two jails and the residential beds, the corrections capacity in Multnomah County will be increased by 655 jail beds and 300 residential beds. If 330 jail beds are used for SB1145 offenders and 200 jail beds are needed to eliminate the matrix release problem, Multnomah County will have 125 beds available to deal with the growth in pretrial population. Growth in the SB1145 population should be addressed in future Legislative sessions.
9. Multnomah County is committed to using funds currently devoted to retirement of debt financing of the new and expanded Juvenile Facility to provide cost effective interventions earlier in the lives of potential offenders and their families. Components include:
 - child abuse treatment for victims and offenders;
 - programs to keep at risk children in schools;
 - programs and shelter space to reduce the incidence of domestic violence;
 - developing a pilot community court to resolve neighborhood quality of life crimes;
 - residential alcohol and drug services for juvenile offenders;
 - counselors to work with families of juvenile offenders to assist them in ending the criminal patterns of their children;
 - conflict resolution services.
 - short-term residential evaluation, treatment, placement planning and family reunification services for children removed from the home for their own safety.
10. During the jail construction phase Multnomah County will use levy resources to improve the information technology systems of the public safety agencies. These improvements will provide better information collection and more efficient use of current resources and assist in tracking offenders through the system.
11. During the jail construction phase Multnomah County will also use levy resources to enhance the system's ability to evaluate the effectiveness of different corrections sanctions in meeting the benchmarks.
12. The Board of County Commissioners commits to holding a series of public meetings in conjunction with the new Local Public Safety Coordinating Council to discuss the public safety strategy and seek additional community input; and

IT IS FURTHER RESOLVED that Multnomah County is committed to continuing to work in partnership with the City of Portland to positively impact public safety. In connection with the proposed General Obligation Bond and Public Safety Levy, Multnomah County will ask the City of Portland to jointly develop proposals for joint funding in the areas of:

- alcohol and drug free housing;
- domestic violence;
- after school activities for youth;
- community courts to more effectively address quality of life crimes;
- opening a Mental Health Triage Center; and

IT IS FURTHER RESOLVED that the Board is also committed to sharing the strategy with the Multnomah County legislative delegation and seeking their support.

IT IS FURTHER RESOLVED, that following public review, the Board of County Commissioners will approve appropriate ballot title language for the Bond and the Levy in February, 1996.

APPROVED this 21st day of November, 1995.



MULTNOMAH COUNTY, OREGON

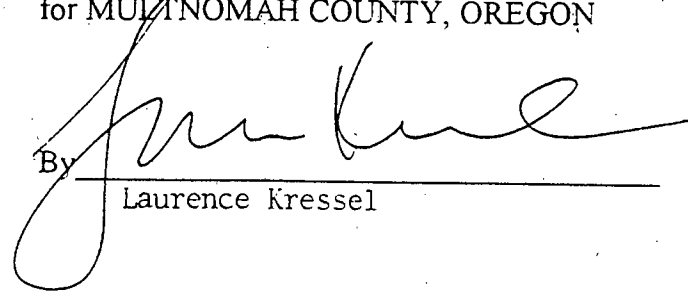
By


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By


Laurence Kressel

DEPARTMENT OF
ADMINISTRATIVE
SERVICES

October 8, 1996


Dave Boyer, Finance Director
Multnomah County
P.O. Box 14700
Portland, OR 97293-0700

Budget and
Management
Division

RE: SB 1145 Financing Title Insurance Waiver

The Multnomah County Board Chair provided to the Oregon Department of Administrative Services a certification that the property being leased to the State to secure the approved financing of the Multnomah County Corrections Project has no liens, mortgages or leases against it. In addition the County provided the Department with the title insurance policy dated April 28, 1988. Based on that certification and policy the Department of Administrative Services waives the requirement that Multnomah County purchase a standard form of title insurance policy in the amount of the State financing.

Regards,


Greg Jeffrey
Finance Manager

waiver

John A. Kitzhaber
Governor



155 Cottage Street, NE
Salem, OR 97310
(503) 378-3106
FAX (503) 373-7643

DEPARTMENT OF
ADMINISTRATIVE
SERVICES

October 8, 1996

Dave Boyer, Finance Director
Multnomah County
P.O. Box 14700
Portland, OR 97293-0700

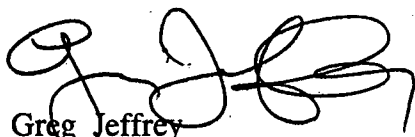
Budget and
Management
Division

RE: SB 1145 Financing Documents

Enclosed are two sets of Facilities Lease and Sublease documents for execution of a large portion of the state funding of the Multnomah County SB 1145 project. Also enclosed is a waiver of the need by the County to obtain additional title insurance.

Please obtain the signature of the Chair of the Multnomah Board of Commissioners on all four of the documents. The signatures must be notarized on the marked pages. When complete please return the documents to me along with an opinion of the Multnomah County Legal Counsel in the form that was distributed to you earlier. I will obtain the state official signatures to execute the leases. State funds will be available for disbursement after the County is granted a conditional use permit by the City of Portland. Your recent letter indicates the permit should be obtained in November 1996. Please call me at 503 378-3107 if I can provide any additional information.

Regards,



Greg Jeffrey
Finance Manager

waiver

John A. Kitzhaber
Governor



155 Cottage Street, NE
Salem, OR 97310
(503) 378-3106
FAX (503) 373-7643

Legal Opinion

Oregon Department of Administrative Services

Oregon Department of Corrections

Subject: Facilities Lease and Facilities Sublease for Multnomah County, Oregon

I am the County Counsel for Multnomah County, Oregon (the "County"). In my capacity as County Counsel I have reviewed copies of a Facilities Lease and a Facilities Sublease (collectively, the "Leases") between the County and the State of Oregon, acting by and through its Department Of Administrative Services, (the "State"). The Leases are dated ,1997 and have been executed on behalf of the County by Beverly Stein ("the County Official").

I have examined the law and any other documents which I deem necessary to render this opinion.

Based on my examination, I am of the opinion, under existing law, as follows:

1. The Leases have been legally authorized by the Board of County Commissioners of the County under and pursuant to the Constitution and Statutes of the State of Oregon and the charter of the County. The Leases have been duly executed on behalf of the County Official upon proper authorization and execution of the Leases by the State, the Leases will constitute valid and legally binding obligations of the County which are enforceable against the County in accordance with their terms. I note, however, that the enforcement of the Leases against the County may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and that the enforcement of the Leases against the County may also be subject to the exercise of judicial discretion in appropriate cases.

2. Execution and delivery of the Leases, and the performance of the County's obligation under the Leases, does not materially conflict with, or cause a default under, any contract or agreement to which the County is a party.

3. No litigation is pending against the County, and to the best of my knowledge after reasonable investigation, no litigation is pending or threatened against the County or any of the County's agents, which would, if decided adversely to the County, materially and adversely affect: (i) the validity or enforceability of the Leases against the County; or, (ii) the performance by the County of its obligations under the Leases.

Respectfully submitted,

Laurence Kressel, County Counsel for Multnomah County

By


John Thomas

Assistant County Counsel

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

MULTNOMAH COUNTY OREGON

Contract # 500317

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-5</u> DATE <u>6/26/97</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Support Services Division Finance Date 10-23-96Contract Originator Dave Boyer Phone 3903 Bldg/Room 106/1430Administrative Contact Theresa Sullivan Phone 3635 Bldg/Room 106/1430Description of Contract SB1145 Facilities Lease and Sublease agreement between Multnomah County and State of Oregon.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name State of OregonMailing Address 155 Cottage Street NE
Salem OR 97302Phone 378-3106

Employer ID# or SS# _____

Effective Date Upon executionTermination Date 20 years from executionOriginal Contract Amount \$ 0

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 *Paul Boyer*Purchasing Director
(Class II Contracts Only) *Theresa Sullivan*County Counsel *Theresa Sullivan*County Chair / Sheriff *Theresa Sullivan*Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 10/22/96

Date _____

Date June 19, 1997Date June 26, 1997

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.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

PINK - FINANCE

Facilities Lease

THIS FACILITIES LEASE is dated as of _____, 1997, and is executed by Multnomah County, as lessor, and the State of Oregon, acting by and through its Department of Administrative Services, as lessee.

1. Definitions

Definitions. Capitalized terms used in this Facilities Lease shall have the meanings defined for such terms in this section, unless the context clearly requires otherwise.

"Act" means Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature).

"County's Project Manager" means the Facilities Manager or designee.

"County" means Multnomah County, Oregon.

"County Contribution" means the amount of \$NONE which the County is contributing to the cost of the County Corrections Project, which is described in Section 3.5 of this Facilities Lease.

"County Corrections Facilities" means the facilities described in Exhibit A to this Facilities Lease which are leased to the State under this Facilities Lease.

"County Corrections Project" means the corrections facilities to be constructed by the County which are described in Exhibit B to this Facilities Lease.

"County Executive" means the Chair, Multnomah County Board of Commissioners.

"Defeasance Amount" means an amount sufficient to fund a defeasance escrow reasonably satisfactory to the Trustee, which is sufficient to pay, or prepay, all unpaid principal, interest and redemption premiums on the portion of the State Loan which is allocable to financing the County Corrections Project, and to pay any costs necessary to effect the defeasance. The portion of the State Loan which is allocable to the County Corrections Project shall be determined as follows: The State shall calculate the "Total Net Proceeds" which is amount of net proceeds (after payment of any original issue discount, underwriter's discount and issuance costs) for the State Loan which were received on the date the State Loan was made to the State. The State shall then calculate the "Project Proceeds" which is the amount of the Total Net Proceeds (as of the date the State Loan was made) which were used to finance the County Corrections Project which is proposed to be released. The State shall then calculate the "Project Fraction" by dividing the Project Proceeds by the Total Net Proceeds. The State shall then calculate the "Project Principal" by multiplying the Project Fraction by the total principal amount of the State Loan and rounding up to the nearest \$5,000. The State shall then calculate the "Project Debt Service" by calculating the debt service on the State Loan which is allocable to the Project Principal, assuming the Project Principal and associated interest are repaid with approximately level debt service over a period of approximately twenty years from the date the State Loan was made. The unpaid debt service allocable to a County Corrections Project shall be the Project Debt Service on the 1996 Series A Certificates which has not been paid on the date the County deposits the Defeasance Obligations in irrevocable escrow with the Trustee pursuant to Section 4.5.

"Facilities Lease" means this Facilities Lease.

"Lease Term" means the term of this Facilities Lease, as specified in Section 4.2 hereof.

"Lessee" means the State, prior to foreclosure of the Mortgage, and the Replacement Lessee, after foreclosure of the Mortgage.

"Minor Encumbrances" means liens for taxes which are not delinquent, and any easements, minor defects or encumbrances which do not materially interfere with the use of the County Corrections Project.

"Mortgage" means the Trust Deed, from the State, as grantor, conveying the State's leasehold interest in the County Corrections Facilities to the Trustee, as beneficiary.

"Project Financing" means the grant of \$31,775,000 to the County for the County Corrections Project, which is made pursuant to Section 5.1 of the Sublease.

"Replacement Lessee" means the person who acquires the rights of the State under this Facilities Lease as a result of foreclosure of the Mortgage.

"State's Project Manager" means the Community Corrections Administrator of Corrections.

"State" means the State of Oregon, acting by and through its Department of Administrative Services.

"State Lenders" means the owners of certificates of participation which are issued to finance the County Corrections Project, or any other person entitled to receive the debt service payments due under the State Loan Documents.

"State Loan" means the initial loan obtained by the State to finance the County Corrections Project and any loans obtained by the State to refinance the initial loan to finance the County Corrections Project, so long as the refinancings mature on or before the final maturity date of the initial loan.

"State Loan Documents" means the loan agreement, trust agreement, certificates of participation and related documents executed by the State to obtain the State Loan.

"Sublease" means the Sublease of the County Corrections Facilities from the State, as sublessor, to the County, as sublessee.

"Trustee" means the Trustee designated in the State Loan Documents to act on behalf of the State Lenders.

"Hazardous Material" means any and all hazardous or toxic substances, wastes or materials as listed or defined by any federal, state or local statute, regulation or ordinance pertaining to the protection of human health or the environment.

2. Recitals

The parties recite:

2.1 The State has agreed to provide funds pursuant to the Act for the acquisition, expansion, improvement or construction of the County Corrections Project, which will be owned by the County.

2.2 The State will borrow the funds through the State Loan Documents.

2.3 The County has leased the County Corrections Facilities to the State pursuant to this Facilities Lease. To provide additional security for the State Loan, the State will enter into the Mortgage in favor of the Trustee.

2.4 The State and the County will enter into the Sublease to give the County the right to possess the County Corrections Facilities for the term stated in the Sublease.

3. Representations and Warranties of the County

3.1 The County is the owner of fee simple title to the County Corrections Facilities, free and clear of all encumbrances other than Minor Encumbrances.

3.2 The County has: purchased a standard form of title insurance policy in the amount of the Project Financing, insuring the State's leasehold interest in the County Corrections Facilities; or, has provided other evidence satisfactory to the State that the County has marketable title to the County Corrections Facilities, and has received a written waiver from the State of the requirement that the County provide the title insurance described in the first clause of this sentence.

3.3 The County has requested the State to finance the County Corrections Project pursuant to the Act.

3.4 This Facilities Lease has been duly authorized by the County, and constitutes a valid and binding agreement of the County which is enforceable against the County in accordance with its terms.

3.5 The County has made a County Contribution in the amount of \$NONE from County funds to finance earlier elements of the County Jail Project. The County attests that all actions required by law for the County to acquire and spend the County Contribution have been taken, and that the County Contribution is now available to be spent on the County Corrections Project.

3.6 The County warrants that all land use approvals and development permits required under local zoning or development ordinance, state law and federal law for the use of the land on which the County Corrections Project will be located as a correctional facility of the type and extent funded by this Facilities Lease have been obtained. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12), and does not include building permits or certificates of occupancy. The County has provided to Corrections a list of all land use approvals and development permits the County has obtained.

3.7 No litigation or claims (environmental or otherwise) are pending against the County regarding the County Corrections Project except those which have been disclosed by the County to Corrections and the Department in writing.

4. Lease, Term, Rent and Use of County Corrections Facilities

4.1 The County hereby leases to the Lessee, and the Lessee hereby leases from the County, the County Corrections Facilities on the terms and conditions set forth below.

4.2 The term of this Facilities Lease shall begin on the date of this Facilities Lease and shall end at midnight on the earlier of:

- 4.2.1 the tenth anniversary of the final maturity date of the initial State Loan;
- 4.2.2 if the Mortgage has not been foreclosed, the date on which the State Loan is paid in full, or,
- 4.2.3 the date on which the County pays the Defeasance Amount to the Trustee pursuant to Section 4.5.
- 4.3 This Facilities Lease is not subject to renewal or extension.
- 4.4 The County leases the County Corrections Facilities to the Lessee for the term of this Facilities Lease in consideration of the State providing the Project Financing to pay costs of the County Corrections Project, as provided in the Sublease. The County and the State agree that the State's maximum monetary obligation with respect to the County Corrections Project shall in no event exceed \$31,775,000. In the event that the costs of the County Corrections Project exceed the Project Financing, the County shall be responsible for all additional costs, and shall have no claim against the State for any amount that exceeds \$31,775,000.
- 4.5 If the Mortgage has not been foreclosed, the County may terminate this Facilities Lease prior to the expiration of its term by giving the State and the Trustee not less than 30 days prior written notice, and by paying the Defeasance Amount to the Trustee.
- 4.6 For so long as the Sublease is in effect, the State shall sublease the County Corrections Facilities solely to the County.
- 4.7 If the Sublease is terminated prior to termination of this Facilities Lease and the Mortgage has not been foreclosed, the State may use the County Corrections Facilities for any lawful purpose, including renting or leasing the County Corrections Facilities to third parties. Any agreement between the State and a third party for use of the County Corrections Facilities shall terminate upon foreclosure of the Mortgage.
- 4.8 If the Sublease is terminated prior to termination of this Facilities Lease and the Mortgage has been foreclosed, the Replacement Lessee shall have the obligations described in Section 6.
- 4.9 The County covenants that the State and any Replacement Lessee shall have quiet enjoyment of the County Corrections Facilities for the term of this Facilities Lease, subject only to the rights of the County under the Sublease during the term of the Sublease.
- 4.10 The State shall notify the County promptly if: the Legislative Assembly fails to appropriate sufficient funds to pay the State Loan; or, the State is notified by the Trustee that an event of default has occurred under the State Loan documents or that the Trustee intends, for any reason, to foreclose the Mortgage.

5. Leasehold Mortgage

- 5.1 The State shall have the right to place the Mortgage against the County Corrections Facilities to secure the State Loan. Placing the Mortgage against the County Corrections Facilities shall not release the State from any of its obligations under this Facilities Lease, and the State shall remain liable to perform all of its agreements and covenants hereunder.

5.2 The County will execute, acknowledge and deliver to the State and the Trustee, promptly upon request, a certificate certifying (i) that this Facilities Lease is unmodified and in full force and effect (or, if there have been modifications, that this Facilities Lease is in full force and effect as modified, and stating the modifications), (ii) the dates, if any, to which sums payable hereunder have been paid and (iii) whether or not, to the knowledge of the County, there are then existing any defaults under this Facilities Lease (and if so, specifying the same).

5.3 The County agrees to provide the Trustee with a copy of any notice of default given to the State hereunder. The copies of such notices shall be transmitted to the Trustee concurrently with and by the same manner of delivery in which the original notice is given to the State. The Trustee shall have the same right to cure or correct any default on the part of the State to the same extent that the State has to cure or correct such default, and the County shall be bound to accept such cure or correction from the mortgagee to the same extent that it would be if tendered by the State.

5.4 The County and the State agree to amend this Facilities Lease to the extent necessary to include customary leasehold mortgage provisions required by the Trustee at no cost or expense to the County so long as the requested changes do not materially adversely affect the County's rights or interest in the County Corrections Facilities.

6. Obligations of Replacement Lessees

6.1 If the Trustee forecloses the Mortgage, possession of the County Corrections Facilities will pass to a Replacement Lessee for the term of this Facilities Lease. This Section 6 states the obligations of Replacement Lessees. A Replacement Lessee shall comply with the provisions of this Section 6, and all provisions of this Facilities Lease except those which apply by their terms only to the State, during the entire period that the Replacement Lessee is entitled to possession of the County Corrections Facilities.

6.2 Each Replacement Lessee shall:

6.2.1 Pay any and all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the County Corrections Facilities, or personal property or fixtures which are part of the County Corrections Facilities during the Lease Term;

6.2.2 Keep the property free from all liens and encumbrances, except for liens for current taxes or assessments which are not delinquent.

6.2.3 Maintain the County Corrections Facilities and all improvements in first class condition and repair throughout the term of this Facilities Lease, ordinary wear and tear excepted, and in accordance with all applicable rules, regulations and ordinances of federal, state, State, municipal or other governmental agencies having or claiming jurisdiction.

6.2.4 Pay the County's reasonable costs of maintaining the insurance described in Section 7.4, or provide that insurance if the County fails to do so.

6.2.5 pay when due all charges for electricity, natural gas, water, sewage, telephone, refuse collection and all other services or utilities used on or in connection with the County Corrections Facilities, including any costs billed by the County pursuant to Section 7.3.

6.2.6 operate and use the County Corrections Facilities in a manner which is reasonably compatible with the uses of adjoining property owned by the County.

6.2.7 indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material), but only if the hazardous substance was introduced onto the County Corrections Facilities during the time the Replacement Sublessee was entitled to possession of the County Corrections Facilities.

6.3 A Replacement Lessee may contest in good faith the validity or amount of any tax, assessment or charge in accordance with the procedures established by statute or administrative rule for such contest so long as the County Corrections Facilities are not subjected to any lien as a result of the contest.

6.4 A Replacement Lessee shall pay all amounts required by this Facilities Lease unconditionally, and shall not be entitled to offset against payments required by this Facilities Lease any claim the Replacement Lessee may have against the Trustee, the County or the State of Oregon.

7. Obligations of the County Regarding Taxes, Utilities and Insurance.

7.1 The County is exempt from taxation, is currently the owner of the County Corrections Facilities, and will be the user of the County Corrections Facilities on commencement of this Facilities Lease. Any taxes, assessments and charges on the County Corrections Facilities during the term of this Facilities Lease shall be paid by the County, to the extent they are not paid by any Replacement Lessee.

7.2 During the term of this Facilities Lease the County shall pay when due all charges for electricity, natural gas, water, sewage, telephone, refuse collection and all other services or utilities used on or in connection with the County Corrections Facilities which are not paid by the State or any Replacement Lessee.

7.3 If the Sublease is terminated prior to termination of this Facilities Lease, the County shall make available to the Lessee all electricity, natural gas, water, sewage, telephone, refuse collection and all other services, amenities or utilities which were available for the County Corrections Facilities during the term of the Sublease, or were intended to be available for the County Corrections Facilities during the term of the Sublease, including use of exercise areas, food service, and other amenities which were required or available for the County Corrections

Facilities prior to termination of the Sublease. If any such services or utilities are provided by or billed through the County, the County shall bill the Lessee for such utilities and services at the County's cost. The County shall not be obligated to provide the Lessee with administrative services in connection with processing inmates housed at the County Corrections Facilities.

7.4 The County shall maintain in full force and effect throughout the entire term of this Facilities Lease, property insurance for the perils of all risks of direct physical loss or damage including earthquake and flood covering the County Corrections Facilities in an amount at least equal to the amount of the Project Financing, plus the amount of the County Contribution. Such property insurance shall include coverage in an amount not less than the lesser of: 100% of the full replacement cost of the County Corrections Facility; or the sum of the Project Financing plus the County Contribution. The Trustee and the State of Oregon shall be named as loss payees as their interests may appear. The Trustee and the State of Oregon shall be provided written notice of any cancellation or material modification to the policy at least 30 days prior to the effective date of such cancellation or change. A properly executed certificate of insurance shall be provided to the Trustee and the Department prior to commencement of any construction, and thereafter, at least 30 days prior to the effective date of any renewal or replacement policy. The policy shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. The policy shall be written by an insurance company that meets or exceeds an A VII rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A VII. The County's deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more, without prior written permission of the State of Oregon.

7.5 Any proceeds of the policies described in Section 6.2.4 and Section 7.4 and any net proceeds of condemnation of the County Corrections Facilities shall be paid into a joint account of the State and the County, and shall be applied to rebuild, restore or replace the County Corrections Facilities in a manner acceptable to the State, the County and any Replacement Lessee. If the State, the County and any Replacement Lessee are unable to agree on how the County Corrections Facilities are to be rebuilt, restored or replaced, the parties shall attempt to resolve the matter through the dispute resolution procedures provided in Section 15, below. If the parties are still unable to agree, an amount of insurance proceeds equal to the Defeasance Amount (or all of the proceeds, if they are less than the defeasance amount) shall be paid to the Trustee and used to defease the State Loan, and any balance of the insurance proceeds shall be paid jointly to the County and any Replacement Lessee. Any proceeds remaining after defeasance shall be paid to the order of the County and any Replacement Lessee; and shall be divided between the County and any Replacement Lessee *pro rata*, based upon the remaining term of this Facilities Lease and the remaining useful life of the County Corrections Facilities. The County shall cooperate fully with the State and any Replacement Lessee to obtain the largest possible recovery but the County shall not be obligated to incur any expense or cost in that connection.

8. Ownership of the Improvements

Regardless of who may own improvements constructed on the County Corrections Facilities during the Lease Term, all improvements located on the County Corrections Facilities at the expiration or sooner termination of this Facilities Lease shall become the property of the County, free and clear of all claims of the State or anyone claiming under the State.

9. Assignment; Subletting; Use by the State

9.1 The State shall not assign or otherwise transfer the State's interest in this Facilities Lease except pursuant to the Mortgage.

9.2 The County shall have no right to possess the County Corrections Facilities during the Lease Term, except by virtue of the Sublease.

9.3 The State may use the County Corrections Facilities for any lawful purpose during the term of this Facilities Lease, if the Sublease is terminated pursuant to Section 4.3.2 or 4.3.3 of the Sublease.

9.4 To the fullest extent permitted by law, the State shall indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the County Corrections Facilities of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material), but only if the hazardous substance was introduced onto the County Corrections Facilities during the time in which the State was entitled to possession of the County Corrections Facilities because the Sublease had been terminated but the Mortgage had not been foreclosed.

10. Condemnation

If all or any portion of the County Corrections Facilities are condemned, the net proceeds of the condemnation shall be applied as provided in Section 7.5.

11. Default and Remedies

11.1 It shall constitute a default and breach under this Facilities Lease if the State fails to perform any term, condition or covenant of this Facilities Lease within 30 days after written notice from the County specifying the nature of the failure with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the 30-day period, the failure shall not be a default if the State begins correction of the failure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as practicable.

11.2 Upon default and after the notice period described in 11.1 above, the County may, after having attempted in good faith to resolve any dispute related to the default as provided in Section 15, bring an action at law to recover damages for any breach, and may seek any equitable remedies which may be available; however, this Facilities Lease shall not be terminable because of any breach by the State prior to payment in full (or provision therefor) of the entire State Loan which is allocable to financing the County Corrections Project.

12. Indemnity

12.1 Indemnification of State by County.

12.1.1 To the fullest extent permitted by Article XI, section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), the County shall defend, indemnify and hold harmless the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, and the officers, employees and agents of each against any and all losses, claims, damages, liabilities and expenses: (i) arising out of the failure of the County to fulfill the County's obligations under this Facilities Lease or the County's obligations under the Sublease; (ii) arising out of any statement or information in any Preliminary Official Statement, Official Statement or other disclosure document published in connection with the issuance of certificates of participation that is based on or reflects written information provided to the State by the County that is untrue or incorrect in any material respect or which contains an omission by the County of any statement or information required to be stated therein or necessary to make the statements therein not materially misleading; and (iii) arising from any claims, actions, suits or other proceedings brought or asserted by third parties, including but not limited to tort actions, claims or actions arising out of the County's treatment of offenders, the conditions of confinement at any County administered facility, or the imposition by the County of sanctions or disciplinary measures with respect to offenders.

12.1.2 It is provided, however, that the County shall not be required to indemnify, defend or hold harmless the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, or their officers, employees or agents against any claim or liability resulting from the wrongful acts or negligence of the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, or their officers, employees or agents.

12.1.3 This indemnity agreement is in addition to any liability which the County otherwise may have. The contractual and quasi-contractual damages which may be claimed against the County shall not exceed those amounts permitted by the Oregon Constitution. Tort damages shall not exceed the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300 (the "Tort Claims Act"), and shall be subject to the restrictions set forth in the Tort Claims Act unless the provisions and limitations of the Tort Claims Act are preempted by federal law, including but not limited to, the federal securities laws. In case any claim that is subject to this indemnity provision shall be made or action brought against the State of Oregon, its Department of Corrections, or the officers, employees or agents of either, the entity or person for whom indemnity may be sought from the County shall promptly notify the County in writing setting forth the particulars of such claim or action and the County shall assume the defense thereof, including the retaining of counsel and the payment of all reasonable expenses. Such entity or person shall have the right to retain at its own expense, separate counsel in any such action and to participate in the defense thereof in the event that in such entity's or person's judgment the counsel retained by the County cannot for any reason adequately defend such the interests of such person or entity.

12.2 Indemnification of County by State.

12.2.1 To the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), the State shall indemnify, defend and hold harmless the County, its officers, employees and agents, against any and all losses, claims, damages, liabilities and expenses: (i) arising out of the failure of the State to fulfill the State's obligations under this Facilities Lease or the Sublease; and (ii) arising out of any statement or information in any Preliminary Official Statement, Official Statement or other disclosure document published in connection with the issuance of the Certificates of Participation that is based on or reflects information provided or developed by the State that is untrue or incorrect in any material respect or which contains an omission by the State of any statement or information required to be stated therein or necessary to make the statements therein not materially misleading, it being specifically agreed that the State's obligations under this subparagraph (ii) shall not extend to or include any statement, information or omission which is provided or developed by any person or party other than the State, its officers, or employees.

12.2.2 Notwithstanding any other provision of this section 12.2, the State's indemnification, defense and hold harmless obligations shall in no event extend to or include any losses, claim, damages, liabilities or expenses arising from any claims, actions, suits or other proceedings brought or asserted by third parties, including but not limited to tort actions arising out of the County's confinement or treatment of offenders, the conditions of confinement at any County administered facility, the imposition by the County of sanctions or disciplinary measures with respect to offenders, or any proceedings in the nature of criminal prosecutions, appeals from convictions, parole or probation revocations or proceedings in the nature of habeas corpus or post-conviction relief. It is also provided that the State shall not be required to indemnify, defend or hold harmless the County or its officers, employees or agents against any claim or liability arising out of the wrongful acts or negligence of the County, or its officers, employees or agents.

12.2.3 The County expressly understands and agrees that the State shall have no liability whatsoever to the County, its officers, employees or agents, in any way arising out of or resulting from any failure or refusal by the Oregon Legislative Assembly to appropriate or otherwise provide sufficient funds to pay principal of and interest on any certificates of participation issued by the State under the Act.

12.2.4 This indemnity agreement is in addition to any liability which the State otherwise may have. The contractual and quasi-contractual damages which may be claimed against the State shall not exceed those amounts permitted by the Oregon Constitution. Tort damages shall not exceed the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300 (the "Tort Claims Act"), and shall be subject to the restrictions set forth in the Tort Claims Act unless the provisions and limitations of the Tort Claims Act are preempted by federal law, including but not limited to, the federal securities laws. In case any claim that is subject to this indemnity provision shall be made or action brought against the County, its officers, employees or agents,

the entity or person for whom indemnity may be sought from the State shall promptly assume the defense thereof, including the retaining of counsel and the payment of all reasonable expenses. Such entity or person shall have the right to retain, at its own expense, separate counsel in any such action and to participate in the defense thereof in the event that in such entity's or person's judgment the counsel retained by the State cannot for any reason adequately defend the interests of such person or entity.

13. Hazardous Substances

County shall indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material). However, the County shall not be required to indemnify the Trustee for any claims for which a Replacement Lessee is required to indemnify the Trustee pursuant to Section 6.2.7, or the State is required to indemnify the Trustee pursuant to Section 9.4.

14. Surrender on Termination

14.1 Upon expiration of the Lease Term, the Lessee shall surrender possession of the County Corrections Facilities to the County. All portions of the County Corrections Facilities shall become the County's property at the date of expiration of this Facilities Lease.

14.2 Failure by the Lessee to vacate the County Corrections Facilities at the time specified in this Facilities Lease shall not constitute a renewal or extension or give the Lessee any rights in or to the County Corrections Facilities or any improvements. Upon such a holdover, the Lessee shall be deemed a tenant at sufferance, and shall, to the extent permitted by Article XI, Section 7 of the Oregon Constitution, defend and indemnify the County from all liability and expense resulting from the failure or delay of the Lessee to timely surrender the County Corrections Facilities including, without limitation, claims made by any succeeding tenant founded on or resulting from the Lessee's failure to so surrender.

15. Dispute Resolution

15.1 Notwithstanding any other provisions provided for in this Facilities Sublease, in the event of any dispute arising between County and the State in the performance of this Facilities Lease, the parties agree to the following resolution process:

15.1.1 Any dispute and/or disagreement between the County and the State regarding performance of this Facilities Lease shall be attempted to be resolved informally, at the earliest possible time and at the lowest level.

15.1.2 If a dispute or disagreement cannot be resolved informally, the County shall present the issue of dispute or disagreement, in writing, to the County's Project Manager and the State's Project Manager, or the State shall present the issue of dispute or disagreement, in writing, to the State's Project Manager and the County's

Project Manager. The written statement shall set forth the disputed matter and the resolution proposed by the entity presenting the statement. The County's Project Manager and the State's Project Manager shall meet to discuss the disputed matter within ten (10) business days of receipt of the written statement. Any agreement resolving the dispute shall be reduced to writing by the County and the State and signed by both the County's Project Manager and the State's Project Manager.

15.1.3. In the event the dispute is not resolved, the County, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County's Executive and the Director of Corrections, or the State, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County Executive and the State's Director of Corrections. Within ten (10) days of receipt of the written dispute, the County's Executive and the State's Director of Corrections shall meet and review the dispute. If resolution of the dispute is reached, such resolution shall be reduced to writing by the County and the State and signed by both the County's Executive and the State's Director of Corrections.

15.2 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 15. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity.

16. Miscellaneous

16.1 Waiver by either party of strict performance of any provision or term of this Facilities Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provisions.

16.2 All notices under this Facilities Lease shall be effective on the earlier of actual receipt or two days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to the County or the State at the addresses stated below, or to such other address as either party may specify by notice to the other party:

the County: Multnomah County Counsel, 1120 SW Fifth Ave. Suite 1530, P.O. Box 849, Portland, Oregon 97207-0849.

the Lessee: Oregon Department of Administrative Services, 155 Cottage Street, Salem, Oregon 97310, Attention: Finance.

16.3 If suit or action is instituted to enforce this Facilities Lease, or in connection with any claim or controversy arising out of this Facilities Lease, the prevailing party, to the extent of legally available funds in the case the County does not prevail, shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit, proceeding or action. If arbitration is instituted in connection with any claim or controversy arising out of this Facilities Lease, attorney fees may be awarded by the arbitrators

as they may decide, and if so awarded shall be a part of the arbitrators' decision on which judgment may be rendered.

16.4 The invalidity or illegality of any provision of this Facilities Lease shall not affect the remainder of the Facilities Lease.

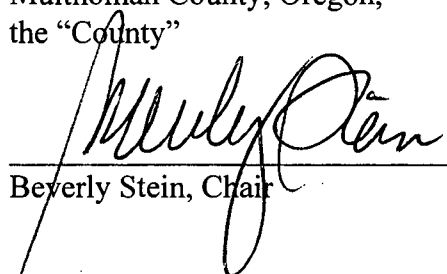
16.5 This Facilities Lease and the party's rights under it shall be construed and regulated by the laws of the state of Oregon.

16.6 At the request of either party the parties will execute and acknowledge a memorandum of lease in recordable form which shall include a legal description of the County Corrections Facilities and the term of the Facilities Lease, and either party may record the memorandum.

16.7 Any legal action regarding this Facilities Lease shall be filed in an Oregon court of appropriate jurisdiction in Marion County, Oregon.

Board of County Commissioners
Multnomah County, Oregon,
the "County"

State of Oregon, acting by and through its
Department of Administrative Services (the
"Lessee")


Beverly Stein, Chair

Director or Deputy, Department of
Administrative Services

REVIEWED

By


MULTNOMAH COUNTY COUNSEL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

State of Oregon)
) ss.
County of Marion)

The foregoing Lease was acknowledged before me this ____ day of _____, 1997, by _____, the Director or Deputy Director of the Department of Administrative Services of the State of Oregon, on behalf of the State of Oregon.

Notary Public for Oregon
My commission expires:

State of Oregon)
) ss.
County of Multnomah)

The foregoing Lease was acknowledged before me this 26th day of June, 1997, by Beverly Stein, the Board Chair of Multnomah County, Oregon, on behalf of the County.

Deborah Lynn Bogstad
Notary Public for Oregon

My commission expires: 6/27/97

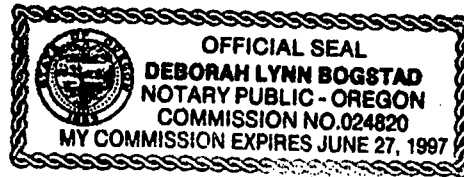


Exhibit A

The County Corrections Facilities consist of: (1) the County Corrections Project described in Exhibit B, below, (2) the portion (as described in Exhibit C below), of the real property described in Exhibit D below upon which the County Corrections Facilities will be located, (3) such easements, licenses, and other real property rights to, on, across, under, and over the real property described in Exhibit D for access to, and use, maintenance, and operation of, the County Corrections Facilities including ingress and egress and utility easements, and (4) such rights, including the right of support and airspace rights, sufficient for the construction, maintenance, use, and operation of the County Corrections Facilities; it being the intention that the County Corrections Facilities consist of such rights sufficient for the State to use and enjoy the County Corrections Facilities.

The County reserved to itself such rights, including the right of support and air space rights, sufficient for the maintenance, use, and operation of any improvements on the property described in Exhibit D existing on that date of this Lease other than the County Corrections Facilities (the "Existing Improvements"); it being the intention that the County reserve to itself such rights sufficient for the County to use and enjoy the Existing Improvements.

Exhibit B

The County Corrections Project will consist of the addition of 132,130 gross square feet to the existing Inverness Jail of Multnomah County. The expansion will be adjacent to the north and west sides of the existing housing units located at the northwest corner of the Jail. The expansion will consist of a new admissions area, dorm space, and medical service area. The expansion will increase the current 559 medium security bed capacity by 330 medium security beds.

Exhibit C

Approximately 132,130 square feet of property adjacent to the north and west sides of the existing housing units located at the northwest corner of the existing Inverness Jail.

Exhibit D

PARCEL I:

The West 401 feet of the following described tract of land, said 401 feet measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, T1N, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of N.E. 122nd Boulevard, County Road No. 3119, said point being opposite engineer's centerline Station 20+97.31 and bears S 89° 37' 09" E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, T1N, R2E, W.M.; thence N 66° 39' 25" W, 959.84 feet to a point; thence S 28° 29' 35" W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N 43° 46' 54" E, 355.51 feet, and an iron pipe bears S 44° 48' 56" W, 96.68 feet; thence N 60° 48' 05" W, 246.26 feet to an iron pipe; thence N 79° 49' 56" W, 7.3204 feet

to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet, thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point; thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

PARCEL II:

The Northerly 25 feet of the following described tract of land, said 25 feet being measured South of and at right angles to the North boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, T1N, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of NE 122nd Boulevard, County Road No. 3119, said point being opposite engineers's centerline station 20+97.13 and bears S89 37'09"E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, T1N, R2E, W.M.; thence N 66 39'25"W, 959.84 feet to a point; thence S28 29'35"W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N43 46'54"E, 355.51 feet, and an iron pipe bears S44 48'56"W, 96.68 feet; thence N60 48'05"W, 246.26 feet to an iron pipe; thence N79 49'56"W, 7.3204 feet to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet; thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point, thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

Excepting the West 401 feet thereof measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748.

PARCEL III:

All of Block 99 1/2, PARKROSE, in the City of Portland, County of Multnomah and State of Oregon.

Facilities Sublease

THIS FACILITIES SUBLEASE is dated as of _____, 1997 and is executed by the State of Oregon, acting by and through its Department of Administrative Services, as State, and Multnomah County, as sublessee.

1. Definitions.

Capitalized terms used in this Facilities Sublease shall have the meanings defined for such terms in this section, unless the context clearly requires otherwise.

"Act" means Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature).

"Code" means the Internal Revenue Code of 1986, as amended.

"Corrections" means the Department of Corrections acting as representative of the State.

"County's Project Manager" means the Facilities Manager or designee.

"County" means Multnomah County, Oregon.

"County Contribution" means the amount of \$NONE, which the County is contributing to the cost of the County Jail Project, and which is described in Section 3.5 of the Facilities Lease.

"County Corrections Facilities" means the facilities described in Exhibit A to this Sublease.

"County Corrections Project" means the corrections facilities to be constructed by the County which are described in Exhibit B to this Sublease.

"County Executive" means the Chair, Multnomah County Board of Commissioners.

"Department" means the Department of Administrative Services of the State of Oregon.

"Facilities Lease" means the Facilities Lease in which the County, as lessor, leases the County Corrections Facilities to the State, as lessee.

"Material Change" means a change that would modify the character, scope, purpose or location of the County Corrections Project recommended to and approved by the Oregon Legislature. Those would include but not be limited to changes that would increase or decrease bed capacity; project location on the leased property; function the project was approved to serve, for example, to change a minimum security capacity project to an alcohol and drug treatment facility.

"Mortgage" means a leasehold mortgage on the State's interest in the Facilities Lease, from the State, as mortgagor, to the Trustee, as mortgagee.

"Project Financing" means the grant of \$31,775,000 to the County for the County Corrections Project, which is made pursuant to Section 5.1 of this Sublease.

"State's Project Manager" means the Community Corrections Administrator of Corrections.

"State Lenders" means the owners of certificates of participation which are issued to finance the County Corrections Project, or any other person entitled to receive the debt service payments due under the State Loan Documents.

"State Loan" means the loan obtained by the State to finance the County Corrections Project and any loans obtained by the State to refinance the initial loan to finance the County Corrections Project, so long as the refinancings mature on or before the final maturity date of the initial loan.

"State Loan Documents" means the loan agreement, trust agreement, certificates of participation and related documents executed by the State to obtain the State Loan.

"Sublease" means this Facilities Sublease.

"Trustee" means the Trustee designated in the State Loan Documents to act on behalf of the State Lenders.

2. Recitals.

The parties recite:

2.1 The State has agreed to provide funds pursuant to the Act for the construction of the County Corrections Project, which will be owned by the County.

2.2 The State will borrow the funds through the State Loan Documents.

2.3 The County has leased the County Corrections Facilities to the State under the Facilities Lease. To provide additional security for the State Loan, the State will execute the Mortgage on the Facilities Lease in favor of the Trustee.

2.4 The State and the County now enter into this Sublease to give the County the right to possess the County Corrections Facilities for the term of this Sublease.

3. Agreement to Sublease.

The State hereby leases to the County, and the County hereby leases from the State, the County Corrections Facilities on the terms and conditions set forth below.

4. Term and Use of County Corrections Facilities

4.1 The term of this Sublease shall begin on the Closing Date and shall continue to midnight on the tenth anniversary of the last scheduled principal payment on the State Loan, unless it is sooner terminated as provided in Section 4.3 of this Sublease.

4.2 This Sublease is not subject to renewal or extension.

4.3 This Sublease shall terminate on the earlier of:

4.3.1 the date on which Mortgage is foreclosed;

4.3.2 the date on which the responsibility for correctional services reverts to Corrections after the County discontinues participation in the community corrections program pursuant to Section 6 of the Act;

4.3.3 the date on which the State terminates this Sublease pursuant to Section 12.3 of this Sublease; or,

4.3.4 the date on which the Facilities Lease terminates.

4.4 The State subleases the County Corrections Facilities to the County for the term of this Sublease in consideration of the execution of the Facilities Lease and the agreement by the

County to construct the County Corrections Project in accordance with Section 5 of this Sublease.

4.5 The County shall construct and use the County Corrections Project in accordance with Oregon law and for the purposes described in the Act.

4.6 The State covenants that the State shall not interfere with the County's quiet enjoyment of the County Corrections Facilities for the term of this Sublease, subject only to the rights of the State under Section 5 of this Sublease.

4.7 Nothing in this Sublease shall be construed to limit the regulatory or police powers of the State.

5. Construction of County Corrections Project.

5.1 The State agrees to provide the County the Project Financing approved by the Legislative Assembly to pay costs of the County Corrections Project in an amount of not more than \$31,775,000. The Project Financing shall be paid to the order of the County in installments, as amounts are required by the County to pay actual costs of the County Corrections Project. Advance payments will not be permitted. If payments are for costs of County labor or other services, the State shall not provide Project Financing for such costs and expenses until the labor or services have been provided. The County and the State agree that the State's maximum monetary obligation with respect to the County Corrections Project shall in no event exceed \$31,775,000. In the event that the costs of the County Corrections Project exceed the Project Financing, the County shall be responsible for all additional costs, and shall have no claim against the State for any amount that exceeds \$31,775,000.

5.2 The County shall be responsible for organizing, advertising and obtaining bids for all aspects of the County Corrections Project in accordance with applicable law and local contracting procedures including but not limited to: site acquisition, site development, construction, equipping and implementation of the County Corrections Project. The County shall be responsible for awarding and managing all contracts and property acquisition procedures necessary to complete the County Corrections Project in accordance with the plans and specifications for the County Corrections Project which Corrections has approved.

5.3 The County shall require the general contractor to provide, at its own expense, builder's risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the contract. Any deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the State of Oregon and the Trustee, as its interests may appear.

5.4 The County agrees to have plans and specifications for the County Corrections Project prepared by a licensed architect. The County may let all contracts for work required to prepare final plans and specifications without the approval of Corrections as long as the total expected costs of those contracts does not exceed 15% of the amount of the Project Financing. After the final plans and specifications are developed, the County shall file those plans and specifications and a comprehensive budget for the County Corrections Project with Corrections, and shall obtain the written approval of Corrections for those plans and specifications and the budget

before letting any remaining contracts for project work, and commencing construction of, the County Corrections Project. Corrections shall review and approve or deny approval of plans and specifications expeditiously.

5.5 The County agrees to construct the County Corrections Project in accordance with the plans and specifications and budget which Corrections has approved. All change orders that create a Material Change in the plans and specifications or increase the budget above the amount approved by Corrections must be approved by Corrections in advance and in writing. Corrections must be advised of all other change orders and their impact on the County Corrections Project budget within 10 days of their approval by the County or County representative.

5.6 The County agrees not to approve material changes to the plans and specifications or budget changes to the County Corrections Project that increase the budget to more than the amount approved by Corrections, unless the County first obtains the written consent of Corrections. Corrections must be advised of all changes to the plans and specifications that are not material or budget changes that do not increase the budget to more than the approved project amount within 10 days of their approval by the County or County representative.

5.7 To obtain a disbursement of the Project Financing for actual costs of the County Corrections Project, the County shall submit a requisition to Corrections on a form approved by the State, with such information as the State may reasonably require, including invoices from contractors and the amount of the County Contribution which will be applied to pay the costs for which the requisition is submitted. Corrections shall verify that the requisition is consistent with this Sublease and the plans, specifications and budget for the Project, and that the requisition, together with past requisitions for the County Corrections Project, does not exceed the amount of the Project Financing. If Corrections approves the requisition, Corrections shall submit the requisition to the Department according to the manner described in the Interagency Agreement between Corrections and the Department in connection with the State Loan. The Department shall submit the requisition to the Trustee with instructions that the requisitioned amount be paid as described in the requisition form. Corrections and the Department shall process requisitions expeditiously.

5.8 Neither execution of this Sublease nor approval of plans and specifications for the County Corrections Project by Corrections shall be construed as a representation or warranty by the State that the plans and specifications for the County Corrections Project are adequate.

5.9 The County agrees to complete the County Corrections Project in accordance with the plans and specifications which Corrections has approved. The County shall pay all costs of the County Corrections Project from the Project Financing, and, if those amounts are not sufficient, from other legally available funds of the County. The State shall not be obligated to pay the County any costs of the County Corrections Project which exceed the Project Financing.

5.10 The State and its representatives shall have access to the County Corrections Project at all reasonable times throughout the term of this Sublease to inspect the construction, operation and maintenance of the County Corrections Project.

5.11 The County shall file a completion certificate, in substantially the form attached to the Sublease as Exhibit E, upon substantial completion of the County Corrections Project.

5.12 Prior to commencement of any construction, the County shall require that the general contractor procure and maintain in full force and effect throughout the entire term of the construction and for one year after completion and acceptance by the County, a performance and Payment Bond for the faithful performance and payment of all contractor's obligations for the total cost of the County Corrections Project. The County shall be named as the obligee on the Bond.

6. The Act

The State has agreed to finance the County Corrections Project pursuant to the Act. The County agrees to carry out its obligations under the Act, including but not limited to:

6.1 When a county assumes responsibility under ORS 423.500 to 423.560 for correctional services previously provided by Corrections, the county and Corrections shall enter into an intergovernmental agreement that includes a local community corrections plan consisting of program descriptions, budget allocation, performance objectives and methods of evaluating each correctional service to be provided by the county.

6.2 The community corrections plans shall comply with rules adopted pursuant to ORS 423.500 to 423.560, and shall include but need not be limited to an outline of the basic structure and the supervision, services and local sanctions to be applied to offenders convicted of felonies who are:

6.2.1 On parole;

6.2.2 On probation;

6.2.3 On post-prison supervision;

6.2.4 Sentenced, on or after January 1, 1997, to 12 months or less of incarceration; and

6.2.5 Sanctioned, on or after January 1, 1997, by a court or the State Board of Parole and Post-Prison Supervision to 12 months or less incarceration for a violation of a condition of parole, probation or post-prison supervision.

6.3 Section 6 of the Act provides for payments to the County for funding for community corrections. If the total State community corrections appropriation is less than the baseline calculated under subsection (1) of Section 6 of the Act, the County may discontinue participation by written notification to the Director of Corrections 180 days prior to implementation of the change. If a county discontinues participation, the responsibility for correctional services transferred to the county, and the portion of funding made available to the county under ORS 423.530 reverts to Corrections. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to the Department. If the County discontinues participation, this Sublease shall terminate as of the date the responsibility for correctional services reverts to Corrections. The Facilities Lease, however, shall not terminate.

6.4 The County shall assign all rights under its architectural, engineering, construction and related contracts for the County Corrections Project to Corrections if this Sublease is terminated prior to completion of construction of the County Corrections Project.

7. Taxes and Assessments; Utilities

The County shall pay all taxes, utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the County Corrections Facilities. If any governmental charges may lawfully be paid in installments over a period of years, the County may pay those charges in installments. The County may contest in good faith the validity or application of any tax, utility charge or governmental charge in any reasonable manner, so long as the contest does not subject any portion of the County Corrections Facilities to loss or forfeiture.

8. Maintenance; Alterations; Reconstruction

8.1 The County shall maintain the County Corrections Facilities and all improvements in first class condition and repair throughout the term of this Sublease, ordinary wear and tear excepted, and in accordance with all applicable rules, regulations and ordinances of federal, state, county, municipal or other governmental agencies having or claiming jurisdiction.

8.2 The County shall perform at its sole cost and expense all necessary maintenance and repairs of: (1) the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, fire extinguishers, sidewalks, and parking areas which are located in or serve the County Correction Facilities; (2) the heating, air conditioning, plumbing, electrical, and lighting systems in the County Corrections Facility, replacing parts of the system as necessary, obtaining required permits and inspections from local and state enforcement authorities as required; (3) carpets and other floor coverings.

8.3 The County agrees to maintain County Corrections Facilities utilizing a preventive maintenance plan which conforms to manufacturers' warranties, follows manufacturers' recommendations for maintenance and repairs, and assures that routine maintenance and repairs are scheduled and accomplished in a timely manner to protect the structures and building systems from excessive deterioration.

9. Ownership of the Improvements

The County Corrections Facilities shall be owned by the County, subject to the rights of the State under the Facilities Lease.

10. Tax Covenants; Transfer of County Corrections Facilities

10.1 The County covenants for the benefit of the State and the recipients of State Loan Payments to comply with all provisions of the Code which are required for interest on the State Loan to be excluded from gross income for federal taxation purposes. In determining what actions are required to comply, the County may rely on an opinion of the State's bond counsel. The County makes the following specific covenants with respect to the Code:

10.1.1 The County will not take any action or omit any action if it would cause the State Loan to become an "arbitrage bond" under Section 148 of the Code.

10.1.2 The County shall operate the facilities financed with the State Loan so that the State Loan does not become a "private activity bond" within the meaning of Section 141 of the Code.

10.1.3 The County shall, at the request of the State, cooperate with the State to provide information the State may need to compute any arbitrage rebate payments which may be due from the State in connection with the State Loan. The County shall, at the request of the Department, report any information on investment and expenditure of amounts which are paid to the County under this Sublease, which the State reasonably requires to comply with the arbitrage rebate requirements which apply to the State Loan.

10.2 The County represents that it has not leased or otherwise transferred to any person any interest in the County Corrections Facilities. The County agrees that it will not convey, sublet, assign or otherwise transfer the County Corrections Facilities or the County's interest in this Sublease, in whole or in part, without the prior written consent of the State. The County agrees that it will not allow any person to use the County Corrections Project in a manner which would cause interest on the State Loan to become includable in gross income under the Internal Revenue Code of 1986, as amended.

11. Insurance and Condemnation.

11.1 The County has agreed in the Facilities Lease to maintain insurance on the County Corrections Facilities throughout the term of the Facilities Lease. Proceeds of that insurance shall be used as provided in the Facilities Lease.

11.2 Any proceeds of condemnation of the County Corrections Facilities shall be used as provided in the Facilities Lease.

12. Default and Remedies

12.1 Except as provided in Section 13.2, it shall constitute an Event of Default under this Sublease if:

12.1.1 The Director of Corrections has suspended any portion of the funding made available to the County under ORS 423.500 to 423.560, pursuant to Section 8 of the Act; or,

12.1.2 the County fails to observe or perform any of its obligations hereunder, and the failure continues for a period of forty-five days after the State has given written notice to the County.

12.2 It shall not constitute an Event of Default if, within forty-five days after the State has given notice, the County begins efforts to effect a cure, and diligently continues those efforts until a cure is effected.

12.3 Upon the occurrence of an Event of Default the State may, after having attempted in good faith to resolve any dispute related to the Event of Default as provided in Section 14:

12.3.1 terminate this Sublease and the County's right to possess and use the County Corrections Facilities; or,

12.3.2 exercise any other remedy which may be available at law or in equity.

13. Surrender on Termination

13.1 Upon expiration or prior termination of the Sublease term, the County shall surrender possession of the County Corrections Facilities to the State, including all improvements then located on the County Corrections Facilities, broom clean, all in good condition except for reasonable wear and tear since the last necessary restoration, repair or reconstruction made by the County pursuant to this Sublease. If this Sublease terminates and the Mortgage has not been foreclosed, the County shall surrender the County Corrections Facilities free of all tenants and prisoners except prisoners for whom the State is obligated to assume responsibility. If this Sublease terminates because of foreclosure of the Mortgage, the County shall surrender the County Corrections Facilities, free of all tenants and occupants.

13.2 Failure by the County to vacate the County Corrections Facilities at the time specified in this Sublease shall not constitute a renewal or extension or give the County any rights in or to the County Corrections Facilities or any improvements. Upon such a holdover, the County shall be treated as a tenant at sufferance and shall, to the extent permitted by law, defend and indemnify the State from all liability and expense resulting from the failure or delay of the County to timely surrender the County Corrections Facilities including, without limitation, claims made by any succeeding tenant founded on or resulting from the County's failure to so surrender.

13.3 If the County continues to use any portion of the County Corrections Facilities or fails to deliver possession of the same within 30 days after termination of this Sublease, the County shall, to the extent of legally available funds, be liable for the debt service that the State is required to pay under the State Loan Documents which is allocable to financing of the County Corrections Project, and any other actual (but not consequential) damages or losses suffered by the State as a consequence of such failure.

14. Dispute Resolution

14.1 Notwithstanding any other provisions provided for in this Facilities Sublease, in the event of any dispute arising between County and the State in the performance of this Facilities Sublease, the parties agree to the following resolution process:

14.1.1 Any dispute and/or disagreement between the County and the State regarding performance of this Facilities Sublease shall be attempted to be resolved informally, at the earliest possible time and at the lowest level.

14.1.2 If a dispute or disagreement cannot be resolved informally, the County shall present the issue of dispute or disagreement, in writing, to the County's Project Manager and the State's Project Manager, or the State shall present the issue of dispute or disagreement, in writing, to the State's Project Manager and the County's Project Manager. The written statement shall set forth the disputed matter and the resolution proposed by the entity presenting the statement. The County's Project Manager and the State's Project Manager shall meet to discuss the disputed matter within ten (10) business days of receipt of the written statement. Any agreement resolving the dispute shall be reduced to writing by the County and the State and signed by both the County's Project Manager and the State's Project Manager.

14.1.3 In the event the dispute is not resolved, the County, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County's Executive and the Director of Corrections, or the State, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County Executive and the State's Director of Corrections. Within ten (10) days of receipt of the written dispute, the County's Executive and the State's Director of Corrections shall meet and review the dispute. If resolution of the dispute is reached, such resolution shall be reduced to writing by the County and the State and signed by both the County's Executive and the State's Director of Corrections.

14.2 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 15. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity.

15. Miscellaneous.

15.1 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 14. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity. No written or oral statement or representation made in the course of attempted dispute resolution under Section 14 shall constitute a party admission or be admissible in any subsequent judicial proceeding which directly concerns the dispute.

15.2 Waiver by either party of strict performance of any provision or term of this Sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provisions.

15.3 All notices under this Sublease shall be effective on the earlier of actual receipt or two days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to the State or the County at the addresses stated below, or to such other address as either party may specify by notice to the other party:

the County: Multnomah County Counsel, 1120 SW Fifth Ave., Suite 1530, P.O. Box 849, Portland, Oregon 97207-0849.

the Lessee: Oregon Department of Administrative Services, 155 Cottage Street, Salem, Oregon 97310, Attention: Finance.

15.4 If suit or action is instituted to collect rent, to enforce this Sublease, or in connection with any claim or controversy arising out of this Sublease, the prevailing party, to the extent of legally available funds in the case the County does not prevail, shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of

the suit, proceeding or action. If arbitration is instituted in connection with any claim or controversy arising out of this Sublease, attorney fees may be awarded by the arbitrators as they may decide, and if so awarded shall be a part of the arbitrators' decision on which judgment may be rendered.

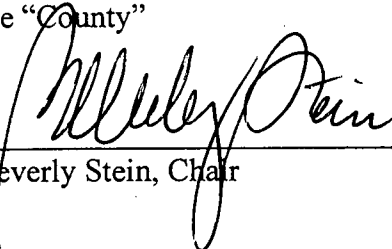
15.5 The invalidity or illegality of any provision of this Sublease shall not affect the remainder of the Sublease.

15.6 This Sublease and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon. Any legal action to enforce this lease shall be commenced in the court of the State of Oregon which has jurisdiction and is located in Marion County, Oregon.

15.7 At the request of either party the parties will execute and acknowledge a memorandum of Sublease in recordable form which shall include a legal description of the County Corrections Facilities and the term of the Sublease, and either party may record the memorandum.

15.8 Any legal action regarding this Sublease shall be filed in an Oregon court of appropriate jurisdiction in Marion County, Oregon.

Board of County Commissioners
Multnomah County, Oregon,
the "County"



Beverly Stein, Chair

State of Oregon, acting by and through its
Department of Administrative Services (the
"Lessee")

Director, Department of Administrative
Services

REVIEWED

By 

MULTNOMAH COUNTY COUNSEL

On behalf of the Department of Corrections, I hereby agree to perform the duties assigned to the Department of Corrections in this Sublease.

State of Oregon Department of Corrections ("Corrections")

Director


State of Oregon)
) ss.
County of Marion)

The foregoing Lease was acknowledged before me this ____ day of _____, 1997,
by _____, the Director/Deputy Director of the Department of
Administrative Services of the State of Oregon, on behalf of the State of Oregon.

Notary Public for Oregon
My commission expires:

State of Oregon)
) ss.
County of Multnomah)

The foregoing Lease was acknowledged before me this 26th day of June, 1997, by
Beverly Stein, the Board Chair of Multnomah County, Oregon, on behalf
of the County.


Notary Public for Oregon

My commission expires: 6/27/97



Exhibit A

The County Corrections Facilities consist of: (1) the County Corrections Project described in Exhibit B, below, (2) the portion (as described in Exhibit C below), of the real property described in Exhibit D below upon which the County Corrections Facilities will be located, (3) such easements, licenses, and other real property rights to, on, across, under, and over the real property described in Exhibit D for access to, and use, maintenance, and operation of, the County Corrections Facilities including ingress and egress and utility easements, and (4) such rights, including the right of support and airspace rights, sufficient for the construction, maintenance, use, and operation of the County Corrections Facilities; it being the intention that the County Corrections Facilities consist of such rights sufficient for the State to use and enjoy the County Corrections Facilities.

The County reserved to itself such rights, including the right of support and air space rights, sufficient for the maintenance, use, and operation of any improvements on the property described in Exhibit D existing on that date of this Lease other than the County Corrections Facilities (the "Existing Improvements"); it being the intention that the County reserve to itself such rights sufficient for the County to use and enjoy the Existing Improvements.

Exhibit B

The County Corrections Project will consist of the addition of 132,130 gross square feet to the existing Inverness Jail of Multnomah County. The expansion will be adjacent to the north and west sides of the existing housing units located at the northwest corner of the Jail. The expansion will consist of a new admissions area, dorm space, and medical service area. The expansion will increase the current 559 medium security bed capacity by 330 medium security beds.

Exhibit C

Approximately 132,130 square feet of property adjacent to the north and west sides of the existing housing units located at the northwest corner of the existing Inverness Jail.

Exhibit D

PARCEL I:

The West 401 feet of the following described tract of land, said 401 feet measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, T1N, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of N.E. 122nd Boulevard, County Road No. 3119, said point being opposite engineer's centerline Station 20+97.31 and bears S 89° 37' 09" E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, T1N, R2E, W.M.; thence N 66° 39' 25" W, 959.84 feet to a point; thence S 28° 29' 35" W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N 43° 46' 54" E, 355.51 feet, and an iron pipe bears S 44° 48' 56" W, 96.68 feet; thence N 60° 48' 05" W, 246.26 feet to an iron pipe; thence N 79° 49' 56" W, 7.3204 feet

to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet, thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point; thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

PARCEL II:

The Northerly 25 feet of the following described tract of land, said 25 feet being measured South of and at right angles to the North boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, T1N, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of NE 122nd Boulevard, County Road No. 3119, said point being opposite engineers's centerline station 20+97.13 and bears S89 37'09"E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, T1N, R2E, W.M.; thence N 66 39'25"W, 959.84 feet to a point; thence S28 29'35"W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N43 46'54"E, 355.51 feet, and an iron pipe bears S44 48'56"W, 96.68 feet; thence N60 48'05"W, 246.26 feet to an iron pipe; thence N79 49'56"W, 7.3204 feet to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet; thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point, thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

Excepting the West 401 feet thereof measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748.

PARCEL III:

All of Block 99 1/2, PARKROSE, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT E

Certificate of Completion

On behalf of Multnomah County, I hereby certify in accordance with the Facilities Sublease between Multnomah County, and the State of Oregon which is dated _____, and relates to County Corrections Facilities which are being financed under Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature), that:

1. The County Corrections Project described in the Facilities Sublease has been completely acquired, constructed, delivered and installed in accordance with the Facilities Sublease and substantially in conformity with the specifications therefor which were approved by the Oregon Department of Corrections, and that all costs incurred by Multnomah County in connection therewith and all expenses incidental thereto have been determined and paid, or provision has been made for the payment therefor.

Dated this _____ day of _____ 19__.

Multnomah County

Authorized Officer

MEETING DATE: JUN 26 1997
AGENDA #: R-6
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT Multnomah County Deferred Compensation Plan

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 26, 1997
AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: DSS DIVISION: Finance

CONTACT: Mindy Harris/Dave Boyer TELEPHONE #: 248-3432 248-3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Mindy Harris

ACTION REQUESTED:



☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution amending Multnomah County's Deferred Compensation Plan

7/7/97 copies to Mindy Harris &
Dave Boyer

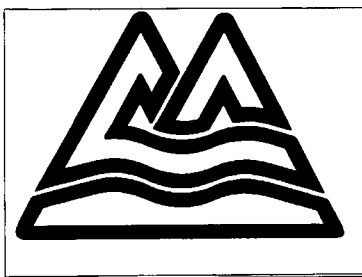
SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER:  

BOARD OF
COUNTY COMMISSIONERS
97 JUN 20 AM 9:11
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DAN SALTZMAN, DISTRICT #1
GARY HANSEN, DISTRICT #2
TANYA COLLIER, DISTRICT #3
SHARRON KELLEY, DISTRICT #4

FINANCE DIVISION

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY

PORTLAND BUILDING
1120 SW FIFTH AVENUE, SUITE 1430
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 248-3312
FAX (503) 248-3292

CENTRAL STORES
CONTRACTS
PURCHASING

FORD BUILDING
2505 SE 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252
TDD (503) 248-5170

MEMORANDUM

TO: Board of County Commissioners

FROM: Mindy Harris, Payroll Manager

DATE: June 17, 1997

REQUESTED PLACEMENT DATE: June 26, 1997

SUBJECT: Resolution Approving Amendments to County's Deferred Compensation Plan.

I. Recommendation / Action:

Approve Resolution amending Multnomah County's 457 Deferred Compensation Plan.

II. Background / Analysis:

The Board of County Commissioners approved Multnomah County's Internal Revenue Code 457 Deferred Compensation Plan and the appointment of a Deferred Compensation Committee to administer the plan on February 28, 1980. Since that time several amendments have been made as Internal Revenue Code Law has been changed.

Most recently, on August 20, 1996, President Clinton signed into law H.R. 3448, the Small Business Job Protection Act of 1996. This act included language that effects the County's 457 Deferred Compensation Plan. All of the changes made in H.R. 3448 were supported by Multnomah County, the Government Finance Officers Association and the Association of Governmental Deferred Compensation Administrators. These amendments have been included in many bills over the last decade but were never enacted due to other provisions contained in the various bills.

The Deferred Compensation Committee has approved various amendments to clean up language and to incorporate the changes made as a result of the provisions contained in H.R. 3448. Attached is a summary of the Deferred Compensation Plan Amendments and the specific amendments are highlighted in the plan document. The following are the major changes to the plan.

Trust Requirements: Effective January 1, 1999, existing plans must hold plan assets in trust or in a custodial account or in an annuity contract for the exclusive benefit of the participants and their beneficiaries. In the past, the County's plan assets were subject to the claims of the County's general creditors. All plan assets have been contributed by employee payroll deductions. No County funds have been contributed to the plan.

Indexing of Contributions: The maximum annual deferral limit has been \$7,500 since the inception of the plan (This was an IRS rule). The rules now allow for plans to index the maximum referral to reflect inflation. The minimum indexing amount must be in \$500 increments and it is expected we will be able to increase this amount to \$8,000 effective January 1, 1998. The IRS needs to announce the increase.

Flexibility in Payout Date: Prior to the signing of this act, participants were required to select a payout date within 90 days of termination. The provisions now allow participants to change the payout date at a later time as long as it is changed at least 30 days before the original payout date.

III. Financial Impact:

None

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policy:

Deferred Compensation Plan has been in effect since 1980.

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

Summary of Deferred Compensation Plan Amendments

2.03 Language cleanup.

2.04 (a) Change the \$7,500 maximum deferral amount to the amount allowed by the Internal Revenue Code. This will allow us to follow changes in the maximum deferral as the maximum is indexed for inflation, without requiring plan amendments.

2.04 (c) Language cleanup.

2.04 (d) Makes participants responsible for informing the County if they have \$457 deferrals with other employers in the same calendar. Participants are then responsible for making sure they do not exceed the maximum deferral limit when there are deferrals under more than one plan.

2.06 Language cleanup.

2.07 Language cleanup.

2.08 Language cleanup.

2.10 Definition of major plan revisions added to provide guidance to the Deferred Compensation Committee on when to take plan revisions to the Board of County Commissioners. See also section 9.04(c).

2.11 (c) Language cleanup. This paragraph had the same meaning as 2.10 (b) (2), so we are proposing to eliminate this one.

2.16 Added language to clarify that only permanent employees are eligible to defer under this plan, and that termination of a permanent position means separation from service for purposes of deferred compensation.

4.01(a) Language cleanup.

4.02 (f) The language being added is for cleanup purposes. The language being deleted is to conform with the Tax Reform Act of 1996, which protects participants from losing their assets in the event the jurisdiction declares bankruptcy.

4.02 (g) Language added to disallow wages of deceased workers from being deferred, and prevent payroll processing and accounting difficulties.

5.02 Language added to conform with the requirements of the Tax Reform Act of 1996, and requiring our plan to be held in trust for the benefit of the participants.

5.03 Language deleted to conform with the requirements of the Tax Reform Act of 1996.

6.01 (b) (6) Language added to allow only those payout options approved by the Internal Revenue Code.

6.01 (b) (7) To conform with provisions of the Tax Reform Act of 1996.

6.01 (c) The only changes in this paragraph are to the references to other paragraphs.

6.01 (d) The only changes in this paragraph are to the references to other paragraphs.

6.01 (e) To conform with the provisions of the Tax Reform Act of 1996. Prior to the Act, participants were required to make an irrevocable determination of their payout date upon separation from service. The Act allows a one-time-only change to that date, to move it forward.

6.01(g) Old paragraph 6.01(g) being deleted to conform with provisions of the Tax Reform Act of 1996.

6.02 (a) See explanation above, for 6.01 (e).

6.02 (b) Language cleanup.

6.03 (a) Language cleanup.

6.03 (b) Language cleanup.

6.03 (c) Language added to clarify that benefit rights cannot be transferred to another individual.

6.03 (d) Language cleanup, and further language added to clarify that benefit rights cannot be transferred to another individual.

6.03 (f) Language added to disallow deferral of wages paid after death.

6.04 (a) Language cleanup.

- 7.01 (b)** Language added to clarify conditions under which deferral is allowed.
- 7.01 (c)** Language cleanup.
- 7.01 (d)** Language added to clarify the conditions for applying for a hardship withdrawal.
- 7.02** Language added to allow withdrawal of accounts under conditions made allowable by the Tax Reform Act of 1996.
- 9.04 (c)** Language added for guidance to the Deferred Compensation Committee regarding approval of plan amendments by the Board of County Commissioners.
- 10.02** Language added for consistency regarding written correspondence.
- 12.03** Language cleanup.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ADOPTING RESOLUTION AMENDING)
MULTNOMAH COUNTY'S DEFERRED)
COMPENSATION PLAN)

RESOLUTION 97- 126

WHEREAS, the Board of County Commissioners approved the adoption of Multnomah County's Deferred Compensation Plan and the appointment of a Deferred Compensation Committee to administer the plan on February 28, 1980; and

WHEREAS, Multnomah County's Deferred Compensation Plan has been amended several times since February 28, 1980; and

WHEREAS, the Deferred Compensation Committee has approved amendments to the plan, at a public meeting, that conform to Section 457, as amended, of the Internal Revenue Code; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Deferred Compensation Plan as amended, and attached is adopted as the Deferred Compensation Plan for Multnomah County, Oregon.

DATED this 26th day of June, 1997.

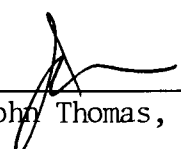


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein
Multnomah County Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

by 
John Thomas, Assistant County Counsel

**MULTNOMAH COUNTY, OREGON
DEFERRED COMPENSATION
INFORMATION AND PLAN DOCUMENT**

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Finance Staff
Provider Representatives

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**MULTNOMAH COUNTY, OREGON
DEFERRED COMPENSATION
INFORMATION**

**MULTNOMAH COUNTY, OREGON
DEFERRED COMPENSATION
PROVIDER REPRESENTATIVES**

Aetna Investment Services

Melinda Lewis
200 Market Building, Suite 1670
200 SW Market Street
Portland, OR 97201

221-5466
Fax: 221-5463

Linda Curl
200 Market Building, Suite 1670
200 SW Market Street
Portland, OR 97201

221-5567
Fax: 221-5463

ITT Hartford

Peter Belardinelli, Regional Manager
455 Market Street
San Francisco, CA 94105

(415) 995-3235
Fax: (415) 974-5090

Bryce Anderson, Local Representative
8305 SE Monterey Ave., Suite 100
Portland, OR 97266

652-8044
1-800-928-8044
Fax: 659-4088

Multco Credit Union

Robert Burns
718 NE 12th
Portland, OR 97232

248-3076
Fax: 248-3548

Carol Helvey
718 NE 12th
Portland, OR 97232

248-3076, x427
Fax: 248-3548

Jim Tiz-Ekker
718 NE 12th
Portland, OR 97232

248-3076, x437
Fax: 248-3548

**MULTNOMAH COUNTY, OREGON
DEFERRED COMPENSATION COMMITTEE**

<u>Name</u>	<u>Title</u>	<u>Building#</u>	<u>Room #</u>	<u>Phone #</u>
Russ Arsenault	Sheriff's Office	313	17	251-2540
Dave Boyer	Finance Director Committee Chair	106	1430	248-3903
Mindy Harris	Deferred Compensation Administrator	106	1430	248-3432
Matt Ryan	County Counsel	106	1530	248-3138
Calvin Smith	Union Representative	106	1430	248-3440

Finance Division Staff:

Chris Cameron	106	1430	248-3309, x2776
Theresa Sullivan	106	1430	248-3312, x2006

**MULTNOMAH COUNTY, OREGON
EMPLOYEES' DEFERRED COMPENSATION PLAN
As Amended**

ARTICLE I

INTRODUCTION

Multnomah County, Oregon ("County") hereby amends the Multnomah County, Oregon Employee's Deferred Compensation Plan ("Plan") that was established February 15, 1980, pursuant to Section 457 of the Internal Revenue Code, as amended ("Code"). The purpose of the Plan is to attract and retain eligible employees by permitting them to enter into agreements with the County which will provide for the payment of deferred compensation on retirement or separation from service as well as death benefits in the event of death before or after retirement.

Nothing contained in this Plan shall be deemed to constitute an employment agreement for services between the Participant and the County nor shall it be deemed to give a Participant any right to be retained in the employ of the County. Nothing herein shall be construed to modify the terms of any employment agreement for services between a Participant and the County as this Plan is intended to be a supplement hereto.

ARTICLE II

DEFINITIONS

- 2.00 *Approved Institution:* Any organization that has been approved by the Committee to provide services or Investment Product(s) to the County under the Plan. The Committee is to procure services according to Public Bid laws and County rules.
- 2.01 *Beneficiary:* Beneficiary or Beneficiaries of certain benefits of the Plan designated by the Participant in the Participation Agreement. Nothing herein shall prevent the Participant from designating more than one Beneficiary or primary or secondary Beneficiaries or changing the designation of a Beneficiary. If two or more, or fewer than all designated Beneficiaries survive the Participant, payments shall be made equally to all such Beneficiaries, unless otherwise provided in the Beneficiary designation. Elections made by a Participant in the Participation Agreement shall be binding on any such Beneficiary or Beneficiaries except for the right of a Beneficiary as provided in Section 6.05.
- 2.02 *Committee:* Deferred Compensation Committee appointed pursuant to Article III, 3.01 of this plan.
- 2.03 *Compensation:* ~~[The total annual remuneration for employment payable by the County that would be included in the federal gross income of the Participant's election to participate in the Plan.]~~ The portion of total annual remuneration for employment paid by the County that is eligible for deferred compensation under IRC 457.

2.04

Deferred Compensation: The amount of Compensation not yet earned, as designated in the Participation Agreement which is made a part hereof, which the Participant and the County mutually agree shall be deferred in accordance with the provision on this Plan, subject to the following limitations:

- (a) **Normal Limitation:** The maximum amount that may be deferred under this Plan for a Participant's taxable year (except as provided in paragraph 2.04(b) is the lesser of [\$7,500] the maximum deferral amount allowed by the Internal Revenue Code, or 33-1/3% of the Participant's Includible Compensation. The minimum shall be one percent (1%) of eligible earnings per pay period.

For a Participant in more than one 457 plan, the maximum amount that may be deferred under all 457 plans for such Participant's taxable year is [\$7,500] the maximum deferral amount allowed by the Internal Revenue Code (as modified by 2.04(b)). In applying this limit, a reduction must be made for any amounts excluded under 403(b) for the year and salary deferrals for the year under a 401(k) plan or a simplified pension plan. The Participant is responsible for monitoring the annual amount deferred to avoid exceeding the limits as described.

- (b) **Catch-up Limitation:** For each one of the Participant's last three taxable years ending prior to but not including the year of such Participant's Normal Retirement Age, as elected by the Participant pursuant to or otherwise defined in Section 2.10, the limitation set forth in paragraph 2.04(a) shall be the lesser of:
- (1) \$15,000; or
 - (2) the sum of the Normal Limitation set forth in paragraph 2.04(a), plus so much of the Normal Limitation which has been underutilized in all prior taxable Plan Years since the plan inception date.

- (c) *For purposes of paragraph b., a prior taxable Plan Year can be taken into account:* (1) if the Participant was eligible to participate in the Plan or any [similar prior] 457 plan of another employer [~~during any portion of any prior taxable year since January 1, 1979~~]; and (2) if the compensation deferred under such plan during such prior taxable years was subject to a maximum deferral limitation as required by Section 457 of the Code.

- (d) The participant is responsible for providing documentation of eligibility and participation in other 457 plans prior to utilizing the catch up provisions.

2.05

Designated Institution: As designated by a Participant in the Participation Agreement, any Approved Institution whose Investment Product is used for purposes of measuring the benefits due that Participant pursuant to the Plan.

2.06 *Eligible Employee(s):* Any individual who is an elected official of the County or ~~[an individual who occupies a budgeted]~~ who is employed by the County in a permanent position ~~[with the County]~~, who performs services for the County for which compensation is paid for six continuous months and who meets the criteria set forth in Section 4.01. An exempt employee shall become eligible after completing 30 days of continuing service. An employee who terminates, surrenders his or her account, and later starts a new period of employment must again satisfy the six months/30 day requirement. An e[E]mployee[s] who terminates, has maintained his or her account, and later starts a new period of employment or who transfer[ing]s from another plan shall become eligible immediately.

~~[A leave of absence approved by the County shall not constitute a termination of employment. If the leave is with pay or is less than six months, eligibility shall not be effected. If the leave is without pay, and exceeds six months eligibility shall cease and the employee shall again be eligible immediately after resumption of actual employment.]~~

2.07 *Employment:* Agreement between the County and an individual who occupies a ~~[budgeted]~~ permanent position with the County and who performs services for which compensation is paid.

2.08 *Includible Compensation:* The amount of Compensation includible in the Participant's federal ~~[gross]~~ taxable income, reduced both by amounts of Compensation deferred under this Plan pursuant to Section 457 of the Code or otherwise and by amounts contributed by the County to an annuity contract described in Section 403(b) of the Code, without regard to any community property laws.

2.09 *Investment Product:* Any product issued by or obtained from an Approved Institution for the purpose of satisfying the County's obligations under the Plan.

2.10 *Major Plan Revisions:* Major Plan Revisions shall be defined as any amendment to the Plan that impacts Participants' eligibility, contributions, benefits, or participation.

~~[2.10]~~2.11 *Normal Retirement Age:* The Normal Retirement Age shall be as described in Section 2.10(a) below subject to the alternative provision of 2.10(b) as elected in writing by the Participant or pursuant to the automatic provision of 2.10(c):

(a) Age 70-1/2; or

(b) Any of the following as elected by the Participant at any time prior to Separation from Service or prior to the use of Catch-up Limitation provision described in Section 2.04(b) by the execution of a revised Participant Agreement.

(1) Any age which is (1) not earlier than the earliest age at which the

Participant has the right to retire and receive unreduced retirement benefits under the Oregon Public Employees Retirement System (PERS) and (2) not later than the date the Participant attains age 70-1/2; or

- (2) For a Participant who continues in the service of the County after the Normal Retirement Age provided in Section 2.10(a) or after the age selected pursuant to 2.10(b) (1), such Normal Retirement Age may be a later age as elected by the Participant; provided however, such age may not be later than the Participant's actual date of Separation from Service with the County.

~~[(c) — If a Participant continues to provide services for the County either (a) after age 70-1/2 without having previously elected an alternative Normal Retirement Age as provided in Section 2.10(b) or (b) after such age as elected pursuant to Section 2.10(b), such Participant's Normal Retirement Age shall automatically be the Participant's actual date of Separation from Service.]~~

~~[2.41]~~2.12 *Participant:* Any Eligible Employee who executes a participation agreement.

~~[2.42]~~2.13 *Participation Agreement:* A written agreement between the County and a Participant setting forth certain provisions and elections relative to the Plan, establishing the amount of Deferred Compensation and the manner and methods of paying benefits under the Plan, incorporating the terms and conditions of the Plan and establishing the Participant's participation in the Plan.

~~[2.43]~~2.14 *Plan Year:* The calendar year.

~~[2.44]~~2.15 *Retirement:* The severance of the Participant's employment with the County on or after attainment of the Participant's Normal Retirement Age.

~~[2.45]~~2.16 *Separation from Service:* The severance of the Participant's permanent employment with the County for any reason.

ARTICLE III

ADMINISTRATION

3.01 This Plan shall be administered by a Deferred Compensation Committee ("Committee"). The Committee shall consist of the County's Finance Director, Finance Division's Deferred Compensation Administrator, and three members, who are employees of the County appointed by the County Chair with the approval of the Board of County Commissioners. The County may remove a Committee member for any reason by giving such member ten (10) days written notice and may thereafter fill any vacancy thus created. The Committee shall

represent the County in all matters concerning the administration of this Plan.

- 3.02 *The Committee shall have full power and authority:* to adopt rules and regulations for the administration of the Plan, provided they are consistent with the provisions of this Plan and/or Section 457 of the Code and any Treasury regulations promulgated thereunder; to interpret, alter, amend, or revoke any rules and regulations so adopted; to enter contracts on behalf of the County with respect to this Plan; to make discretionary decisions under this Plan such as called for in Article VII; to demand satisfactory proof of the occurrence of any event that is a condition precedent to the commencement of any payment or discharge of any obligation under the Plan; and to perform any and all administrative duties under this Plan.
- 3.03 A Committee member shall be eligible to participate in the Plan, but such person shall not be entitled to participate in discretionary decisions under Article VII relating to such person's own participation in the Plan.
- 3.04 The Committee acting on behalf of the County may contract with an Approved Institution (a) to issue to the County an Investment product as described in Article V of the Plan or (b) to provide services under the Plan to the County including, but not limited to, the enrollment of Eligible Employees as Participants on behalf of the County, the maintenance of individual or other accounts and other records, the making of periodic reports and the disbursement of benefits to Participants and Beneficiaries. In selecting an Approved Institution, the Committee must adhere to Public Bid laws and County rules.

ARTICLE IV

PARTICIPATION IN THE PLAN

4.01 *Eligibility:*

- (a) Any Eligible Employee ~~[who performs services for the County for which Compensation is paid]~~ as defined in section 2.06 and who executes a Participation Agreement with the County is eligible to participate in the Plan.
- (b) A Participant will become ineligible upon a Court decision to garnish earnings for any reason, including but not limited to child support in arrears, bankruptcy, and/or garnishment with private retail companies. The Participant becomes eligible after such time as the garnishment has been satisfied and an update form or participant agreement has been received by the Payroll Section.

4.02 *Enrollment in the Plan:*

- (a) An Eligible Employee may become a Participant and agree to defer

Compensation not yet earned by entering into a Participation Agreement not later than 30 days prior to the first day of the calendar month in which it is to become effective.

- (b) At the time of entering into or modifying the Participation Agreement hereunder to defer compensation or at the time of re-entry following a withdrawal under Article VII, a Participant must agree to defer a minimum amount of one percent (1%) of their deferred compensation eligible earnings.
- (c) A Participant may modify the participation agreement no more than 6 times per plan year, except as provided in Article VII hereof with respect to withdrawals. Notice of such modifications must be given prior to the first day of the calendar month for which such modification is to be effective.
- (d) A Participant may at any time revoke the Participation Agreement to defer Compensation with respect to Compensation not yet earned. The revocation is effective and the Participant's full Compensation will be restored in the month subsequent to the month such revocation is approved. Amounts previously deferred shall be paid only as provided in this Plan.
- (e) A Participant who has withdrawn from the Plan, as set forth in Article VII, or has revoked the Participation Agreement, as set forth in subsequent (d), above, or who returns to perform services for the County after a Separation from Service, may again become a Participant in the Plan and agree to defer Compensation not yet earned by entering into a new Participation Agreement prior to the first day of the calendar month for which it is to become effective.
- (f) Pursuant to procedures determined by the Committee, a Participant may request that the County change the designation of the [Designated] Financial Institution currently utilized by the County for the 457 plan; ~~provided however, such a request, whether executed or not, shall in no way interfere with the status of the County as the legal owner of any assets or contracts acquired by the County to support its obligation under this Plan].~~
- (g) A Participant's Participation Agreement will be deemed revoked upon the Participant's death, if the date of death is prior to commencement of benefits.

ARTICLE V

CALCULATION OF BENEFITS

5.01

The amount of any benefit payment to a Participant or Beneficiary made pursuant to this Plan shall be determined by the value at the time of such payment of the Investment Product(s) described below in accordance with elections in the Participation Agreement and the provisions of the Plan:

An amount equal to the amount which would have been payable to the Employer under either an annuity contract or individual savings account issued to the County by an Approved Institution selected by the Participant as the Designated Institution according to the terms and conditions of the Participation Agreement. The amount shall further be determined as if -

- the Participant is the annuitant under the annuity contract or the insured under the life policy or both,
- the manner and method of payment is as specified in the Participation Agreement, and,
- the premium is equal to the Participant's Deferred Compensation as if such Deferred Compensation had been applied as a premium to such annuity contract or life insurance policy within a reasonable time subsequent to the reduction in the Participant's Compensation as authorized and as specified in the Participant's Agreement.

5.02

The County at its discretion may acquire an Investment product and invest amounts of Deferred Compensation in an Investment Product in order to provide a fund from which it can satisfy its obligation to make benefit payments pursuant to this Plan. Any Investment Product so acquired by the County shall be the sole and exclusive property of the County with the County named as owner and beneficiary; provided further, such Investment Product shall ~~[not]~~ be held in trust or collateral security pursuant to the requirements of the Internal Revenue Code and/or US Treasury regulations for the benefit of any Participant or Beneficiary.

5.03

~~[All amounts of Compensation deferred under this Plan, all property and rights which may be purchased by the County with such amounts and all income attributable to such amounts, property or rights to property shall remain the sole property and rights of the County without being restricted by the provisions of this Plan subject only to the claims of the County's general creditors. The obligation of the County under this Plan is purely contractual and shall not be funded or secured in any way.]~~

~~[5.04]~~ 5.03

The County shall be liable to pay benefits under this Plan only to the extent of amounts that would have been available under the Investment Product as measured by elections made in the Participation Agreement, and the County shall not be responsible for the investment or performance results of such Investment Product. Furthermore, if an Investment Product is so acquired to

measure benefits payable under this Plan, the value of any benefit shall be determined by the actual cash value of the Investment Product at the time of benefit payment, unaffected by any independent or arbitrary standard of calculation with respect to such Investment Product.

ARTICLE VI

BENEFITS

6.01

General Benefit Terms:

(a)[(i)] Benefit payments to a Participant or Beneficiary shall be made according to the manner and method of payment as elected in the Settlement Agreement, which election may be changed by a Participant or a Beneficiary as appropriate and as allowed by the Plan at any time more than thirty (30) days prior to the commencement of such benefit payments pursuant to the Participation Agreement.

(b)[(ii)] Subject to the restrictions on choice of benefit contained in paragraphs 6.01 b., 6.01 c., 6.04, and 6.05, the options available for selection by the Participant or Beneficiary as the manner and method of payment are:

- 1) Lump sum;
- 2) periodic payments for a designated period;
- 3) periodic payments for life;
- 4) periodic payments for life with a guaranteed minimum number of payments;
- 5) periodic payments for the life of the Participant with continuation of the payments or a percentage of the payments for the lifetime of the Participant's spouse;
- 6) such other option which is approved by the Internal Revenue Code and as the County may, in its sole discretion, offer to the Participant prior to the commencement of benefits.

Periodic payment may be monthly, quarterly, semiannually, or annually. The amount of each payment may be fixed or fluctuate with the performance of the Investment Product.

- 7) The County shall cash out any account under [\$2,500] \$3,500 at any time after separation of service. Payment received will be the balance of the account less any applicable taxes.

(c)[b.] In the absence of an election in the Participation Agreement as to the manner and method of such benefit payments as provided in Section 6.01 (b)[a-(ii)], the County shall make periodic payments to the Participant or Beneficiary as a distribution of the account in equal percentages over ten years, beginning the calendar year after the Participant attains the age of 70-1/2 years; provided further, in no event shall payments to a Beneficiary exceed (i) the life expectancy of a Beneficiary where such Beneficiary is the surviving spouse of the Participant or (ii) a period of fifteen (15) years or, if less, the life expectancy of the Beneficiary where such Beneficiary is not the surviving spouse of the Participant.

(d)[e.] In determining the amount of benefit payments, the minimum distribution incidental death benefit rule must be satisfied. This rule will be similar to the one contained in IRS Proposed Regulation 1.401 (a) (9)-2. To the extent that the payment required under this rule is greater than the amount determined under 6.01 (g)[f.], the greater amount must be paid.

(e)[d.] Benefit payments to a Participant or Beneficiary shall commence at the time provided in the Plan, subject to an [irrevocable] election by the Participant or Beneficiary as appropriate prior to the time such benefits first become payable to defer the beginning of such payments or a portion of such payments to a later date as allowed by the Plan and pursuant to the Participation Agreement.

(f)[e.] In no event may benefit payments to the Participant or any Beneficiary commence more than 60 days after the close of the Plan Year after the later of (1) the date of Separation from Service or (2) the date the Participant attains (or would have attained) Normal Retirement Age.

(g)[f.] Benefits under the Plan must either (i) commence distribution by April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2 or retires, whichever occurs later, or (ii) commence no later than April 1 of such calendar year and be made over the life of the Participant (or the lives of the Participant and the Participant and the Participant's Beneficiary) or over a period not exceeding the life expectancy of the Participant (or the life expectancies of the Participant and his or her Beneficiary).

~~[g.] Distributions payable over a period of more than one year must be paid in substantially non-increasing amounts (not less frequently than annually).]~~

h. For purposes of interpreting the provisions of the Plan, the Committee shall only consider a Participation Agreement signed by the Participant or Beneficiary, as appropriate, and submitted to the Committee.

6.02[6.03]

Benefits Upon Separation From Service:

- (a) If Separation from Service occurs prior to attainment of the Normal Retirement Age, the County shall begin benefit payments no earlier than thirty (30) days and no later, than ninety (90) days following such Separation from Service; provided however, the Participant may ~~[irrevocably]~~ elect, within 90 days after Separation from Service, to defer the beginning of such payments, or any portion of payments, to a later date not later than Normal Retirement Age as provided in the Participation Agreement. If no settlement election form is completed within 90 days after separation and reasonable effort has been made by Multnomah County and/or Representative of the Designated Institution, the benefit will begin in accordance with the provisions under Section 6.01 (c)[b]. The Plan Administrator has the authority to allow a Participant to select a second payment commencement date pursuant to the regulations set forth by the US Treasury Department and the Internal Revenue Code. Such second payment commencement date must be designated on a revised Settlement Option Contract at least thirty (30) days prior to the original payment commencement date, and may only be moved to a future date beyond the original payment commencement date.

- (b) ~~[This provision shall only apply if the Participant retires prior to attaining age 70-1/2.]~~ For a Participant retiring on or after attaining age 70-1/2, the County shall begin benefit payments on April 1 of the calendar year following the calendar year in which the Participant retires ~~[or 60 days after the close of the Plan Year following Retirement, whichever is earlier]~~, in accordance with the provisions of Section 6.01 (g)[f]. ~~[and (h)-]~~ and with the election made by the Participant in the Participation Agreement.

6.03[6.05]

Benefits Upon Death Prior to Commencement of Benefits:

- (a) Should the Participant die at any time before benefit payments have commenced, the County shall commence benefit payments to the Beneficiary no earlier than thirty (30) days following the Participant's death. ~~[and no later than ninety (90) days following the Participant's death.]~~ The beneficiary must complete a settlement option contract within ninety (90) days from the date of death, and may defer benefit payments subject to the limitations described in 6.03 (c) and (d). Such payments shall be made according to the manner and method provided in the ~~[Participation Agreement]~~ Settlement Option Contract or as selected by the Beneficiary pursuant to a revised ~~[Participation agreement]~~ Settlement Option Contract submitted to the County more than thirty (30) days prior to the commencement of such benefit payments over a period not to exceed:

1. the life expectancy of the Beneficiary if the Beneficiary is the Participant's surviving spouse, or

2. a period not in excess of fifteen (15) years or, if less, the life or life expectancy of the Beneficiary if the Beneficiary is not the Participant's surviving spouse.

(b) ~~[However, the Beneficiary may irrevocably elect within the sixty (60) day period subsequent to the Participant's death to defer the beginning of such payments as described below.]~~ Subject to the limitations provided under Section 6.03[6.05] (a), the Beneficiary may also elect to change the manner and method of benefit payments as allowed under the Plan if such election is made more than thirty (30) days prior to the date when such deferred benefits are to commence pursuant to Section 6.03[6.05] a. of the Plan.

(c) Non-Spousal Beneficiaries. The maximum deferral period is five years from the Participant's date of death or the date the Participant would have attained Normal Retirement Age, whichever date is earlier. Provided that, if the deferral of benefits extends beyond one year from the Participant's date of death, the manner of payout elected must assure that the entire amount payable is distributed within five years of the Participant's date of death. Pursuant to Article 8, beneficiaries may not transfer their right to receive payments under this plan.

(d) Spousal Beneficiaries. ~~[Notwithstanding the foregoing, if the Participant's spouse is the Beneficiary,]~~ If the beneficiary is the Participant's spouse, the beginning of such payments can be deferred until the date the Participant would have attained age 70-1/2 or the date the Participant would have attained Normal Retirement Age, whichever date is earlier. Pursuant to Article 8, beneficiaries may not transfer their right to receive payments under this plan.

(e) [(e)] If no Beneficiary is designated as provided in Section 2.01 or if no Beneficiary survives the Participant for a period of thirty (30) days, the County shall pay to the estate of the Participant a single lump sum amount equal to the current cash value of any remaining payments. If a Beneficiary does not survive the period after the Participant's death during which such payments to the Beneficiary are to be made, then the Employer shall pay to the estate of that Beneficiary a single lump sum amount equal to the current cash value of such remaining payments to that Beneficiary.

(f) Any compensation due to a Participant after the Participant's date of death is not compensation eligible for deferral under this plan.

6.04

Benefits Upon Death After Commencement of Benefits:

(a) Should the Participant die at any time after benefit payments have commenced, the County shall commence payment to the Beneficiary of the balance remaining of such payments no earlier than thirty (30) days

following the death of the Participant but in no event no later than ninety (90) days following the Participant's death. Payments to the Beneficiary ~~[shall]~~ may continue under the option selected by the Participant in the ~~[Participation Agreement]~~ Settlement Option Contract, or the Beneficiary may select a revised payment schedule.

- (b) If no Beneficiary is designated as provided in Section 2.01 or if no Beneficiary survives the Participant for a period of thirty (30) days, then the County shall pay to the estate of the Participant a single lump sum amount equal to the current cash value of such remaining payments. If a Beneficiary does not survive the period after the Participant's death during which such payments to the Beneficiary are to be made, the County shall pay to the estate of that Beneficiary a single lump sum amount equal to the current value of such remaining payments to that Beneficiary.

ARTICLE VII

WITHDRAWALS

7.01 Unforeseeable Emergency Withdrawals.

- (a) In the case of an unforeseeable emergency prior or subsequent to the commencement of benefit payments, a Participant may apply to the Committee for withdrawal of an amount reasonably necessary to satisfy the emergency need. If such application for withdrawal is approved by the Committee the withdrawal will be effective at the later of the date specified in the Participant's application or the date of approval by the Committee. The approved amount shall be payable in a lump sum less all applicable taxes within thirty (30) days of such effective date or in some other manner consistent with the emergency need as determined by the Committee.

- [7-02] (b) For the purposes of this Plan, the term "unforeseeable emergency" means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in Section 152(a) of the Code) of the Participant, loss of the Participant's property due to casualty or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Withdrawals for foreseeable expenditures normally budgetable, such as a down payment on a home, payment of credit debt, payment of income taxes, or purchase of an auto or college expenses, will not be permitted. The Committee shall not permit withdrawal for unforeseeable emergency to the extent that such

hardship is or may be relieved:

- ~~[(a)]~~ (i) through reimbursement of compensation by insurance or otherwise;
- ~~[(b)]~~ (ii) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or
- ~~[(c)]~~ (iii) by cessation of deferrals under the plan.

[7-03] (c) The Participant shall apply for withdrawal under procedures fixed by the Committee and by using the approved hardship withdrawal request form. The Committee may require a minimum advance notice and may limit the frequency of emergency withdrawals.

[7-04] (d) The Committee ~~[may]~~ shall require a Participant to produce comprehensive supporting documentation of the emergency ~~[and other equivalent deemed necessary by the Committee. This could include, but would not be]~~ including but not limited to, tax returns, bank statements, hospital bills, and other financial statements as requested.

[7-05] (e) In no event shall the amount of a withdrawal for unforeseeable emergency exceed the amount of benefits which would have been available to the Participant at the time of withdrawal. Notwithstanding any other provision of this Plan, if a Participant makes a withdrawal hereunder, the value of benefits under the Plan shall be appropriately reduced to reflect such withdrawal, and the remainder of any benefits shall be payable in accordance with otherwise applicable provisions of the Plan.

[7-06] (f) Participation in the Plan may be suspended for up to 12 months after the date of the hardship withdrawal.

7.02 Other Withdrawals.

A Participant may request withdrawal of all benefits if all of the following conditions are met:

- (a) The amount of benefits at the time of withdrawal does not exceed \$3,500; and
- (b) There have been no contributions made to the Participant's account for the two year period prior to withdrawal.
- (c) There have been no prior withdrawals under this option for the Participant.

A Participant may re-enroll in the Plan after a period of twelve (12) months from the date of such distribution.

ARTICLE VIII

NON-ASSIGNABILITY CLAUSE

Neither the Participant nor any other person shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights thereto are expressly declared to be unassignable and non-transferrable. Nor shall any unpaid benefits be subject to attachment, garnishment or execution for the payment of any debts, judgments, alimony or separate maintenance owned by the Participant or any other person or be transferrable by operation of law in the event of bankruptcy or insolvency of the Participant or any other person.

ARTICLE IX

AMENDMENT OR TERMINATION OF PLAN

9.01 The County may terminate this plan effective the first day of any month after notice to the participants. On termination the following shall apply except as provided in 9.02 and 9.03:

- (a) Amounts deferred through the last month before the effective date of termination shall remain deferred and be credited to the accounts in accordance with the plan.
- (b) Deferral elections shall terminate as of the effective date of termination and no further deferrals shall be allowed.
- (c) Amounts in an account shall remain to the credit of the account, shall continue to be adjusted for investment results and shall be paid out in accordance with this plan, which shall continue for that purpose.

9.02 The County may elect any time after termination under 9.01 to distribute all accounts to participants as follows:

- (a) The first of the second month after notice of the election to distribute shall be the payment date for all participants whose regular payment date is not earlier than that date.
- (b) Distribution may be made in accordance with the payment options selected by the participants under 6.1.

9.03 If the Internal Revenue Service rules that any amounts deferred under this plan will be subject to current income tax all amounts to which the ruling is applicable

shall be paid as soon as practicable to the participants. The Participant is responsible for any tax liability.

9.04 The plan may be amended as follows:

- (a) The Committee is authorized to amend the plan if it determines the amendments are necessary to comply with IRC 457 and would not do any of the following:
 - (1) Affect investment options available to participants.
 - (2) Affect compliance of the plan with the Internal Revenue Code.
 - (3) Expose the County to potential liability.
- (b) An amendment shall be effective the first day of any month by notice to the participants. An amendment may be retroactive except that the right of employees to defer compensation may not be reduced for any period before the first of the month after the notice is given. The Committee shall communicate to the County within six months any amendment it adopts.

(c) The Committee shall request approval by the Multnomah County Board of County Commissioners of any plan amendments that the Committee deems to be major plan revisions under the definition in section 2.10.

ARTICLE X

CLAIMS PROCEDURE

10.01 A person claiming a benefit, requesting an interpretation or ruling under this plan, or requesting information under the plan shall present the request in writing to the Committee, which shall respond in writing as soon as practicable.

10.02 If the claim or request is approved, the notification of the approval shall be in writing. If the claim or request is denied, the written notice of denial shall state:

- (a) The reasons of denial, with specific reference to the plan provisions on which the denial is based.
- (b) A description of any additional material or information required and an explanation of why it is necessary.

10.03 Any person whose claim or request is denied or who has not received a response within 30 days may request review by notice in writing to the Committee. The original decision shall be reviewed by the Committee which

may, but shall not be required to, grant the claimant a hearing. On review, whether or not there is a hearing, the claimant may have representation, examine pertinent documents and submit issues and comments in writing.

- 10.04 The decision on review shall ordinarily be made within 60 days. If an extension of time is required for a hearing or other special circumstances, the claimant shall be so notified and the time limit shall be 120 days. The decision shall be in writing and shall state the reasons and the relevant plan provisions. All decisions on review shall be final and bind all parties concerned.

ARTICLE XI

PLAN-TO-PLAN TRANSFERS

- 11.01 This Plan shall accept for transfer amounts of Compensation previously deferred pursuant to another "eligible" plan of deferred compensation established pursuant to Section 457 of the Code maintained by another employer.
- 11.02 If the Participant separates from service to accept employment with another employer which maintains an "eligible" plan of deferred compensation pursuant to Section 457 of the Code, the amounts deferred under this Plan shall, at the Participant's election, be transferred to such other "eligible" plan, provided such other plan provides or is able to provide for the acceptance of such amounts. The Participant's election to transfer must be made prior to the date benefits would otherwise become payable pursuant to the terms of this Plan.

ARTICLE XII

GENERAL PROVISIONS

- 12.01 Any notice under this plan shall be in writing and shall be effective when actually delivered or, if mailed, when deposited postage prepaid directed to the County at the appropriate County office or to a participant or beneficiary at the last address shown in the records of the County or the committee. Notices to the Committee shall be sent to the County's address.
- 12.02 Except for the limited provisions for death benefits, no interest of a participant or any beneficiary or representative or a participant may be directly or indirectly transferred, encumbered, seized by legal process or in any other way subjected to the claims of any creditor. Subject to this limitation, this plan shall insure to the benefit of and be binding on all participants and their beneficiaries, successors and personal representatives.
- 12.03 Following separation of service, ~~[a participant shall not be an employee of the County for any purpose. Payments under this plan shall not constitute salary or~~

~~wages paid as compensation for performance of any substantial services.]~~
payments under this plan shall not constitute employment by the County for any purpose.

- 12.04 The Committee may decide that because of the mental or physical condition of a person entitled to payments, or because of other relevant factors, it is in the person's best interest to make payments to others for the benefit of the person entitled to payment. In that event the committee may in its discretion direct that payments be made as follows:
- (a) To a parent or spouse or a child of legal age;
 - (b) To a legal guardian; or
 - (c) To one furnishing maintenance, support, or hospitalization.
- 12.05 This plan shall be construed under the laws of the State of Oregon.
- 12.06 This plan shall not give any person the right of continued employment with the County.
- 12.07 The County and the Committee shall have no liability for action taken in good faith under this plan. The County shall indemnify and defend any Committee member from any claim or liability that:
- (a) Arises from any action or inaction in the administration of this plan absent willful misconduct or bad faith; and
 - (b) Is not covered by insurance.
- 12.08 The Committee shall determine the costs of administration of this plan for deferrals, investments, distributions and other matters. The County may elect to pay any or all costs. Otherwise the costs shall be deducted ratably by the Committee from amounts deferred by all participants.
- 12.09 The Deferred Compensation Plan and Agreement is to comply with and be administered in a manner consistent with Section 457, as amended, of the Internal Revenue Code, and any Treasury regulations issued thereunder.

ARTICLE XIII

EFFECTIVE DATE

This Plan was effective February 15, 1980. The plan was adopted June 5, 1980 by resolution of the Board of County Commissioners; amended July 16, 1981, November 7, 1985, June 30, 1987, March 8, 1989, March 26, 1990, October 31, 1990, October 11, 1991, February 27, 1996, November 19, 1996 and _____, 1997.

APPLICABLE LAW

The Plan shall be construed under the laws of the State of Oregon.

This Plan is signed and attested by its duly authorized officers on the _____ day of _____, 19 ____.

Deferred Compensation Committee:

David A. Boyer, CCM, Committee Chair

Mindy Harris, Plan Administrator

Russ Arsenault, Sheriff's Office Representative

Matthew Ryan, Legal Counsel

Calvin Smith, Local 88 Representative

Rev. 3/25/97

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MEETING DATE: JUN 26 1997
AGENDA #: R-7
ESTIMATED START TIME: 9:55 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Authorizing the Sale of \$53,000,000 in Revenue Bonds for University of Portland

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 26, 1997
AMOUNT OF TIME NEEDED: 5 to 10 Minutes

DEPARTMENT: DSS DIVISION: Finance
CONTACT: Dave Boyer TELEPHONE #: 248-3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing the Negotiated Sale of up to \$53,000,000 in Revenue Bonds for University of Portland

7/7/97 copies to Dave Boyer

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: DB Ralph Boyer

BOARD OF
COUNTY COMMISSIONERS
97 JUN 20 PM 4:05
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DAN SALTZMAN, DISTRICT #1
GARY HANSEN, DISTRICT #2
TANYA COLLIER, DISTRICT #3
SHARRON KELLEY, DISTRICT #4

FINANCE DIVISION

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
PORTLAND BUILDING
1120 SW FIFTH AVENUE, SUITE 1430
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 248-3312
FAX (503) 248-3292

CENTRAL STORES
CONTRACTS
PURCHASING
FORD BUILDING
2505 SE 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252
TDD (503) 248-5170

MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director 

DATE: June 17, 1997

REQUESTED PLACEMENT DATE: June 26, 1997

SUBJECT: Revenue Bond Financing for University of Portland

I. Recommendation / Action:

Approve resolution authorizing the negotiated sale of up to \$53,000,000 of Educational Facilities Revenue Bond issue.

II. Background / Analysis:

On February 24, 1994 the County issued about \$21,000,000 in revenue bonds for the University of Portland. In March of this year Finance was again approached by the University of Portland legal counsel requesting that the County adopt a resolution authorizing execution of letter of intent to act as their conduit for issuing \$53,000,000 in revenue bonds. The proceeds of this bond issue will be to refund the 1994 issue, construct a new science building, residence hall and remodel the Mehling Hall residence.

Under this type of financing the County is issuing bonds for the University of Portland in name only. The University has the financial and legal obligations to repay the debt. This financing is authorized by Internal Revenue Codes, State Statutes and County Financial and Budget Policy. The County has retained special counsel to ensure that the County's legal requirements are met and that we are not at any financial risk. To perform this financing, we will be collecting a fee for our services at \$1.00 per thousand of bonds issued and the University is responsible for paying all issue costs including the cost of our special counsel. This issue will provide the County with up to \$53,000 of General Fund revenue.

On April 3, 1997, the Board approved Resolution No. 97-61 authorizing the execution of the Letter of Intent relating to this Revenue Bond issue.

On June 16, 1997 the County held a Tax Exempt Financing Reform Act, TEFRA, hearing as required by the Internal Revenue Code. Attached is the report of the TEFRA hearing.

Once approved the Finance Division, working with Bond Counsel, will ensure that all necessary documents and legal requirements are met.

III. Financial Impact:

Financial Impact to the General Fund is an additional \$53,000 in revenues. This amount may vary depending on the final Revenue Bond issue.

IV. Legal Issues:

The Resolution contains all legal requirements and was reviewed by all parties. Ater Wynne Hewitt Dodson & Skerritt is special counsel to the County. The University is expected to purchase bond insurance so there will be no possible legal action against the County.

V. Controversial Issues:

None that I am aware of.

VI. Link to Current County Policy:

Is consistent with the Financial and Budget Policy adopted by the Board.

VII. Citizen Participation:

Tax Exempt Financing Reform Act (TEFRA) hearing was held on June 16, 1997. No one from the public attended the meeting. University of Portland, non-profit higher educational facility has been involved.

VIII. Other Government Participation:

None.

**REPORT TO THE BOARD OF COUNTY COMMISSIONERS OF
MULTNOMAH COUNTY, OREGON**

**RE: Public Hearing on Issuance of
Educational Facilities Revenue Bonds, Series 1997
(University of Portland Project)
\$53,000,000**

On April 3, 1997 the Board of County Commissioners (the "Board") of Multnomah County, Oregon (the "County"), adopted Resolution No. 97-61 directing that a public hearing be conducted following reasonable public notice pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended. The Board designated the Director, Finance Division of the County as the hearings official (the "Hearings Official") to conduct such hearing for and on behalf of the Board.

Notice of the hearing was published in *The Oregonian* on Wednesday, May 28, 1997 providing for a hearing to be held at 1:30 p.m. on Monday, June 16, 1997 in the Portland Building, 1120 S.W. Fifth Avenue, 14th Floor, Conference Room D, with respect to the issuance by the County of approximately \$53,000,000 principal amount of revenue bonds to finance improvements to the University of Portland (the "University").

At 1:30 p.m. on Monday, June 16, 1997, the Hearings Official convened the public hearing in Conference Room D, 14th floor, Portland Building, Portland, Oregon 97204 and requested any oral or written comments. The following individuals were present: Mr. Charles Carter, The Charles Carter Company, financial advisor to the University; David A. Boyer, the Hearings Official; and Douglas E. Coc, Esq., Ater Wynne Hewitt Dodson & Skerritt, LLP, special counsel to the County.

No members of the public were present; no comments, written or oral, were submitted to the Hearings Officer. At approximately 1:37 p.m. the meeting was adjourned.

Respectfully submitted,

Director, Finance Division
Multnomah County, Oregon

By: 
David A. Boyer

DATED: June 16, 1997

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

A RESOLUTION OF MULTNOMAH COUNTY, OREGON AUTHORIZING)
THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$53,000,000)
OF MULTNOMAH COUNTY, OREGON EDUCATIONAL FACILITIES)
REVENUE BONDS, SERIES 1997 (UNIVERSITY OF PORTLAND) RESOLUTION NO. 97- 127
PROJECT); DELEGATING THE APPROVAL, EXECUTION AND)
DELIVERY OF THE TRUST INDENTURE, THE LOAN AGREEMENT, THE)
APPROVAL AND AUTHORIZATION OF THE DISTRIBUTION OF THE)
PRELIMINARY AND FINAL OFFICIAL STATEMENTS, AND THE)
NEGOTIATION, EXECUTION AND DELIVERY OF THE BOND)
PURCHASE AGREEMENT; AND RELATED MATTERS.)
)

WHEREAS, Multnomah County, Oregon (the "County"), is a political subdivision of the State of Oregon and a "municipality" as defined in Oregon Revised Statutes Section 352.790(5); and

WHEREAS, the Board of County Commissioners of the County (the "Board") adopted Resolution No. 97-61 on April 3, 1997 (the "Resolution") which, among other things, approved of a letter of intent (the "Letter of Intent") with the University of Portland, a qualified IRS Section 501(c)(3) non-profit corporation and an "Educational Institution" as defined in Oregon Revised Statutes Section 352.790(4). The Board agreed to use its best efforts to issue Educational Facilities Revenue Bonds, Series 1997 (University of Portland Project) in an amount not to exceed \$53,000,000 (the "Series 1997 Bonds"); and

WHEREAS, the Resolution authorized the publication of a Notice of Intent to Issue Revenue Bonds, as set forth in Oregon Revised Statutes Section 288.185(6). The Notice was published April 7, 1997 in *The Oregonian*, a newspaper of general circulation within the County. Additionally, the Notice was given in the same manner as are other public notices of the County and contained the information required in Oregon Revised Statutes Section 288.185(6); and

WHEREAS, pursuant to the provisions of Oregon Revised Statutes Sections 352.790 to 352.820 and ORS 288.815 to 288.945 (collectively, the "Act"), more than 60 days have elapsed since the publication of the notice and no petitions have been received or filed with the County. Therefore, the County is authorized by the Act, in its discretion, to proceed with the authorization and issuance of the Series 1997 Bonds; and

WHEREAS, the County published a Notice of Public Hearing on May 28, 1997 for a public hearing to be held before the Director, Finance Division of the County (the "Director, Finance Division") as the designated hearing official for the County. The Public Hearing was held on June 16, 1997 with respect to the issuance of the Bonds, all pursuant to Section 147(f)(2)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code"). The Director, Finance Division conducted the hearing pursuant to the Code and the hearings official has reported to the Board that no members of the public were present at the hearing in opposition to the issuance of the Series 1997 Bonds; and

WHEREAS, the Board is advised that the Series 1997 Bonds will be issued pursuant to Section 211 of the Trust Indenture between the County and First Interstate Bank of Oregon, N.A. dated as of May 1, 1994 (the "Original Indenture") as supplemented by a Supplemental Trust Indenture between the County and with a trustee to be designated by the Authorized Representative as described in Section 2 below as "Trustee" (the "Trust Indenture") dated as of August 1, 1997; and

WHEREAS, the proceeds of the Series 1997 Bonds will be loaned to the University of Portland (the "University") by the County pursuant to the Loan Agreement between the County and the University dated as of May 1, 1994 as supplemented by the Supplemental Loan Agreement between the County and the University (the "Loan Agreement") dated as of August 1, 1997; and

WHEREAS, the Board has designated Ater Wynne Hewitt Dodson & Skerritt, LLP, as the County's special counsel to advise the County on matters relating to the issuance of the Bonds and the compliance with federal and state law and to serve as special counsel to the County in the issuance and private negotiated sale of the Bonds; and

WHEREAS, the Director, Finance Division, and special counsel to the County have reviewed the Preliminary Official Statement, the Trust Indenture and the Loan Agreement and other disclosure documents related to the Bonds; and

WHEREAS, the Board authorizes the Director, Finance Division, as the "Authorized Representative", on behalf of the County, to establish the terms and negotiate the sale of the Bonds and to approve, execute and deliver the agreements and documents necessary to complete the Bond financing; and

WHEREAS, the Authorized Representative, at the request of the University, has appointed Seattle-Northwest Securities Corporation as the Underwriter of the Bonds; and

WHEREAS, prior to the execution of the Bond Purchase Agreement, the County will receive an evaluation of, among other things, the terms, conditions and pricing of the negotiated sale of the Bonds by the Underwriter from an independent financial expert, The Charles Carter Company, pursuant to Oregon Revised Statutes Section 288.845.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. AUTHORIZATION TO ISSUE, SELL, EXECUTE AND DELIVER SERIES 1997 BONDS. The County is authorized to enter into the transactions as described above and specifically to issue, sell, execute and deliver the Series 1997 Bonds and to loan the proceeds of the Series 1997 Bonds to the University for the purposes contemplated by the Trust Indenture, the Loan Agreement, and the Preliminary Official Statement. The Series 1997 Bonds are approved pursuant to Section 147(f)(2) of the Code.

SECTION 2. DELEGATION FOR ESTABLISHMENT OF TERMS FOR THE NEGOTIATED SALE OF THE SERIES 1997 BONDS.

The Authorized Representative is hereby authorized pursuant to ORS 288.520(4) to:

- a. establish the principal and interest payment dates, principal amounts, optional and mandatory redemption provisions, if any, interest rates, and denominations and all other terms for the Series 1997 Bonds;
- b. negotiate the terms under which the Series 1997 Bonds shall be sold; enter into a bond purchase agreement for the sale of the Series 1997 Bonds which incorporates those terms; and execute and deliver such bond purchase agreement;
- c. authorize, execute and deliver the Trust Indenture and the Loan Agreement and to take all other action necessary in the opinion of the County and special counsel to consummate this financing;
- d. approve and authorize the preparation and distribution of preliminary and final official statements for the Series 1997 Bonds;
- e. obtain municipal bond insurance on the Series 1997 Bonds if determined by the Authorized Representative, the University, the Expert Advisor and the Underwriter to be in the best interest of the County, and expend Series 1997 Bond proceeds to pay any bond insurance premium;
- f. assist in obtaining a rating on the Bonds, if requested by the Underwriter;
- g. take such actions as are necessary to qualify the Series 1997 Bonds for the Book-Entry System of DTC;
- h. designate a trustee to act under the Trust Indenture;
- i. approve, execute and deliver the Series 1997 Bond closing documents and certificates;
- j. enter into covenants regarding the use of the proceeds of the Series 1997 Bonds and the projects financed with the proceeds of the Series 1997 Bonds, to maintain the tax-exempt status of the Series 1997 Bonds; and
- k. execute and deliver a certificate specifying the action taken pursuant to this Section 2, and any other certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Series 1997 Bonds in accordance with this Resolution.

SECTION 3. EXECUTION OF SERIES 1997 BONDS. The Series 1997 Bonds will be executed on behalf of the County by manual or facsimile signature of the Chair of the Board of County Commissioners and shall be attested by the manual or facsimile signature of the Director, Finance Division. Additionally, the Series 1997 Bonds shall be authenticated by the manual signature of an authorized officer of the Bond Registrar.

SECTION 4. FUNDS AND ACCOUNTS. There are established and created with the Trustee the following funds as more fully described in Article IV of the Trust Indenture: the Bond Fund; the Reserve Fund; the Project Fund; and the Rebate Fund. The University shall expend the proceeds of the Bonds

from such funds as set forth in Article IV and to pay into the Bond Fund the Loan Repayments, as defined in the Loan Agreement sufficient in amount for the timely payment of the Series 1997 Bonds.

SECTION 5. NO DESIGNATION AS "QUALIFIED TAX-EXEMPT OBLIGATIONS". The County has not designated the Series 1997 Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

SECTION 6. LIMITED OBLIGATIONS. The Series 1997 Bonds will be special limited obligations of the County payable solely and only from the amounts required to be paid by the University pursuant to the Loan Agreement and from the Bond Fund, the Project Fund and the Reserve Fund established under the Trust Indenture. In accordance with Oregon Revised Statutes Section 352.805(4), the County pledges to the payment of the Series 1997 Bonds solely the educational facility revenues required to be paid by the University pursuant to the Loan Agreement. This pledge is noted in this Resolution authorizing the issuance of the Series 1997 Bonds, which notice shall be constructive notice thereof to all parties as provided in Oregon Revised Statutes Section 352.805(4). The County also shall not have a duty to provide continuing disclosure pursuant to SEC Rule 15c2-12. The University shall be obligated to provide all such continuing disclosure pursuant to the Loan Agreement and a continuing disclosure certificate to be executed and delivered by the University.

SECTION 7. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Series 1997 Bonds by those who shall own the same from time to time (the "Bondowners"), the provisions of this Resolution shall be part of the contract of the County with the Bondowners and shall be deemed to be and shall constitute a contract between the County and the Bondowners.

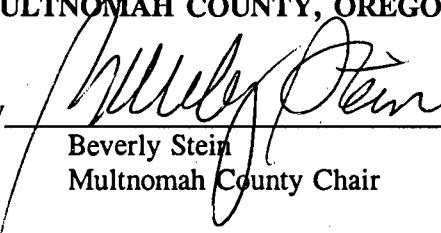
SECTION 8. PARITY BONDS. The Series 1997 Bonds are issued on a parity with the Multnomah County Educational Facilities Reserve Bonds, Series 1994 (University of Portland Project) and any Additional Bonds that may be issued in the future pursuant to the Original Indenture.

ADOPTED this 26th day of June, 1997.



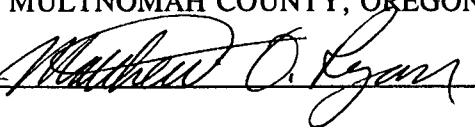
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By


Beverly Stein
Multnomah County Chair

THOMAS SPONSER, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By



BUDGET MODIFICATION NO.

MCSO #4

(For Clerk's Use) Meeting Date JUN 26 1997
Agenda No. R-B

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification appropriating \$18,169 in COPS More grant funding to fund a mobile community policing office in the Columbia Gorge.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This modification will add \$18,169 to overtime in the Sheriff's enforcement budget. This funding will be combined with \$7,580 in funds from the Sheriff's patrol budget to pay for employee taxes and fringe benefits and indirect costs. Funds will be used to staff a mobile community policing office that will be stationed in the Columbia Gorge.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase COPS More grant revenue \$18,169
Increase service reimbursement to the insurance fund \$653
Increase general fund revenue from indirect costs \$2189
Increase general fund transfer to the federal/state fund \$7580

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

MCSO #4

BUDGET FY: _____

Revenue
Transaction R [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: MARCH 3, 1997

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION APPROPRIATING \$18,169 IN COPS MORE GRANT
FUNDING TO FUND AMOBILE COMMUNITY POLICING OFFICE IN THE COLUMBIA
GORGE

I. Recommendation/Action Requested:

Recommend approval of a budget modification which will add \$18,169 to overtime in the Sheriff's enforcement budget. This funding will be combined with \$7,580 in funds from the Sheriff's patrol budget to pay for employee taxes and fringe benefits and indirect costs. Funds will be used to staff a mobile community policing office that will be stationed in the Columbia Gorge.

II. Background/Analysis:

Each year, the Columbia River Gorge has in excess of one million tourists. The bulk of these tourists are in the summer months. With such a high number of visitors a high incidence of thefts, vehicle break ins, etc. are common. This bud mod, through a grant from the federal government, will allow the Sheriff's Office to use an existing motor home and staff a mobile community policing office in the gorge area. The mobility of the motor home will allow officers to move back and forth to high visitor areas.

III. Financial Impact:

This bud mod appropriates revenue from the Federal Government Cops More Program. The total award is \$18,169 to be used for base pay in officer overtime. The Sheriff's Office will pay fringe and insurance on the grant through the patrol budget.

III. Legal Issues:

None known

V. Controversial Issues:

None known

VI. Link to Current County Policies:

This grant will help support the county's long term vision of Increased Sense of Safety and Security.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Federal Government through the Cops More grant program.



Handwritten: Han

COPS MORE AWARD RENEWAL
U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
Supplement # 1

Grant #: 95CMWX0232

ORI #: OR02600

Vendor #: 936002309

Applicant Organization's Legal Name: Multnomah, County of

Authorized Official Name: Sheriff ~~John Burnett~~ *Dan Noelle*

Contact Name: Sheriff Dan Noelle
12240 NE Glisan Street
Portland, OR 97230

Phone Number: (503) 255-3600

Fax Number:

Original Award start date: September 1, 1995 New Award end date: August 31, 1997

Original Award Amount: \$18,169.00

Original Number of Redeployed Officers: 0.7

Supplement to Award: \$18,169.00

Supplement to Civilian Personnel Award: \$0.00

Supplement to Overtime Award: \$18,169.00

Supplemental Redeployment: 0.7

Total Award Amount to date: \$36,338.00

Joe Brann

Joseph E. Brann
Director

MAR 11 1997
Date

By signing this award, the signatory official is
agreeing to abide by the Conditions of Grant Award
found on the reverse side of this document:

Dan Noelle

Signature of Official with the authority to accept this
grant award

DAN NOELLE, SHERIFF
Typed Name and Title of Official

4-1-97
Date

BUDGET MODIFICATION NO.

MC50 # 7

(For Clerk's Use) Meeting Date JUN 26 1997

Agenda No. R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting authorization to add \$286,065 in US Department of Justice immigration revenue, and to increase the corrections appropriations for overtime and equipment.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This modification will add \$286,065 in revenue from the US Department of Justice. The grant was awarded to reimburse costs incurred for the incarceration of certain aliens convicted and sentenced for felony offenses.

\$204,224 of the funds will be used to pay for MCDC overtime, and \$81,841 of the funds will pay for MCDC kitchen equipment.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add \$286,065 in US Department of Justice revenue.

Add \$8,347 service reimbursement to the insurance fund.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of) \$

Date

After this modification \$

Originated By

Larry Aab

Date

6/12/97

Department Director

Don [Signature]

Date

6/13/97

Plan/Budget Analyst

Kathleen [Signature]

Date

6/16/97

Employee Services

S. Robertson

Date

6/17/97

Board Approval

Deborah C. [Signature]

Date

6/26/97

MC50#7

Transaction E [] TRANSACTION DATE:

ACCOUNTING PERIOD: _____

BUDGET FY:

Revenue Transaction R [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDGET FY:

BUDMOD2.WK3

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: JUNE 12, 1997

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING IN FY 96-97

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO ADD \$286,065
IN US DEPARTMENT OF JUSTICE IMMIGRATION REVENUE, AND TO INCREASE
THE CORRECTIONS APPROPRIATIONS FOR OVERTIME AND EQUIPMENT

I. Recommendation/Action Requested:

Request Board approval to add \$286,065 in grant revenue from the US Department of Justice to reimburse costs for the incarceration of certain aliens convicted and sentenced for felony offenses.

II. Background/Analysis:

This is a grant award from the State Criminal Alien Assistance Program (SCAAP) through the Bureau of Justice Assistance. The purpose of the grant is to reimburse local jurisdictions for cost incurred when they are being adversely affected by incarceration costs for criminal aliens. The Sheriff's Office is considering the revenue as a one time only source. Additional funding may be available in subsequent years but must first be appropriated by the US Congress. The Sheriff's Office intends to apply for additional revenue if appropriated.

\$204,224 of the revenue will be used to increase overtime in the Corrections Facilities Division. This line item is routinely overspent and the revenue will assist the Division in making their budget.

In addition, \$81,841 will be used to purchase equipment which has failed at the Justice Center kitchen in order to continue feeding the prisoners. This equipment includes a pressure cooker, food tray conveyor, and a dishwasher. All three of these items have broken beyond repair. In the case of the pressure cooker, a crack was found during inspection rendering it a safety hazard.

IV. Financial Impact:

This modification will increase the Sheriff's budget by \$286,065. The increase will be budget neutral on the contingency.

V. Legal Issues:

None known

VI. Controversial Issues:

None known

VII. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Bureau of Justice Administration through the State Criminal Alien Assistance Program (SCAAP)

Appendix

REVENUE SOURCE CODE REQUEST

Does this revenue source replace
Property Tax lost due to Measure 47?

Yes

No ☒

Departmental Contact: Larry Aab, Fiscal Manager

Fiscal Year: 97

Extension: 251-2489

Fund #: 100

Division Name: MCS6 - Facilities Administration

Agency #: 025

Revenue Source Name: US Dept. of Justice - INS

Org #: 3911

Type of Funds (Fed, State, Local, Service Charge, etc)
Federal

Describe purpose of revenue, whether or not funds are dedicated, receipt schedule, if applicable.

This program implements Section 242(j) of the local governments, for costs
incurred for the incarceration of certain aliens convicted and sentenced
for felony offenses by those states and localities.

Reimbursement

Estimated Receipts (~~FY 1997-98~~) (1996/1997) \$286,065

Show computation used to arrive at estimated amount.

\$286,065 is the grant award

IF THIS IS GRANT REVENUE, COMPLETE "NEW GRANT REVENUE" FORM.

Appendix

NEW GRANT REVENUE

Information Form (complete for ALL new grants)

Catalog of Federal Domestic Assistance (CFDA) Number

Grantor U.S. Dept. of Justice - ~~DOJ~~

Grant # 97-AP-VX-0103

Contact Person at Grantor Agency and Phone Number

Larry Aab, Fiscal Manager

Phone # 251-2489

Starting Date 10/01/95

Ending Date 09/30/96

Letter of Credit # (if applicable) _____

Amount \$286,065

What is the purpose of this grant? Which program(s) does the award support?

This program implements Section 242(j) of the local governments for costs incurred for the incarceration of certain aliens convicted and sentenced for felony offenses by those states and localities.

Is match required? no

Amount or % _____

Will this grant pay Indirect Costs? no

Amount or % _____

Method of Payment (Advance, Reimbursement) reimbursement

Who is Responsible for Collecting the Grant?

Larry Aab, Fiscal Mgr of the Sheriff's Office

Frequency of Collections (Monthly, Quarterly, Annually):

one time only

What is the Expected Date of Receipt of this Grant?

anytime after completion of grant

Reporting Categories Assigned to This Grant

Code	_____	Name	_____	Amount	_____
Code	_____	Name	_____	Amount	_____
Code	_____	Name	_____	Amount	_____
Code	_____	Name	_____	Amount	_____
Code	_____	Name	_____	Amount	_____

Total of Reporting Category Amounts (Must Match FY 97-98 Amount)

\$0



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

96 DEC 10 PM 12:35

DEC 13 PM 12:27

Office of the Director

SHERIFFS EXECUTIVE Washington, D.C. 20531

December 5, 1996

Dan Noelle
Sheriff
Multnomah County
Sheriff's Office
12240 Northeast Glisan Street
Portland, OR 97230

Dear Mr. Noelle:

I am pleased to inform you that the County of Multnomah's application for funding under the Fiscal Year 1996 State Criminal Alien Assistance Program (SCAAP) has been approved in the amount of ~~\$286,065~~ by the Bureau of Justice Assistance (BJA). This program implements Section 242(j) of the Immigration and Nationality Act to reimburse eligible states and local governments for costs incurred for the incarceration of certain aliens convicted and sentenced for felony offenses by those states and localities.

An original and a copy of the Grant Award and Special Conditions are enclosed. Please sign these documents and return the copy with your original signature to SCAAP, BJA Control Desk, Third Floor, 633 Indiana Avenue, N.W., Washington D.C. 20531. The original is for your files. Please note that included with the award package is information related to accessing the awarded funds. If you wish to immediately draw down funds, please be sure to initial the final Award Continuation Sheet and provide the requested information.

BJA is pleased to provide this assistance to states and local governments that are being adversely affected by incarceration costs for criminal aliens. We are committed to continuing and strengthening our partnership with your jurisdiction so that we can achieve our common goal of enhancing public safety in communities throughout both the County of Multnomah and the nation.

Sincerely yours,

Nancy E. Gist
Director

Enclosure



Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

96 DEC 16 PM 12:23
Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us

MEMORANDUM

TO : Sheriff Dan Noelle
FROM : Beverly Stein
DATE : December 11, 1996
RE : Bureau of Justice Assistance, State Criminal Alien Assistance Program

The Bureau of Justice Assistance (BJA) is processing an application received from the Multnomah County Sheriff's Office under the State Criminal Alien Assistance Program (SCAAP). SCAAP provides partial reimbursement to states and local jurisdictions for the cost of incarcerating undocumented criminal aliens sentenced as felons who are being housed in correctional facilities maintained by the Sheriff. The Sheriff's Office has provided the necessary inmate and cost data to support the application.

Under the application, you must be officially delegated to receive this award on behalf of the Sheriff's Office. By this memo, I am delegating you to received this award on behalf of the Sheriff's Office. For audit purposes, the BJA requires that this memorandum be maintained in your records for at least three years. BJA will notify you if an award is made based on this application.

Cc: Barbara Simon, Executive Assistant to Sheriff Noelle





U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

☐ OJP ☒ BJA ☐ OJJDP
☐ BJS ☐ NIJ ☐ OVC
CHECK APPROPRIATE BOX

AWARD

☒ GRANT
☐ COOPERATIVE AGREEMENT

PAGE 1 OF 3

1. GRANTEE NAME AND ADDRESS (Including Zip Code)

Multnomah County Sheriff's Office
12240 Northeast Glisan Street
Portland, OR 97230

4. AWARD NUMBER 97-AP-VX-0103

5. PROJECT PERIOD: FROM 10/01/95 TO 09/30/96

BUDGET PERIOD: FROM 10/01/95 TO 09/30/96

1A. GRANTEE IRS/VENDOR NO. 936002324

6. AWARD DATE: 12/05/96

7. ACTION

☒ INITIAL
☐ SUPPLEMENTAL

2. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

8. SUPPLEMENT NUMBER

2A. SUBGRANTEE IRS/VENDOR NO.

9. PREVIOUS AWARD AMOUNT \$ 0.00

3. PROJECT TITLE

FY 1996 State Criminal Alien Assistance Program

10. AMOUNT OF THIS AWARD \$ 286,065.00

11. TOTAL AWARD \$ 286,065.00

12. SPECIAL CONDITIONS (Check, if applicable)

☒ THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED 2 PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

- ☐ TITLE I OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968.
42 U.S.C. 3701, ET. SEQ., AS AMENDED.
- ☐ TITLE II OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974.
42 U.S.C. 5601, ET. SEQ., AS AMENDED
- ☐ VICTIMS OF CRIME ACT OF 1984, 42 U.S.C. 10601, ET. SEQ., PUBLIC LAW 98-473, AS AMENDED.
- ☒ OTHER (Specify): Immigration and Nationality Act, Section 242(j)

14. FUTURE FISCAL YEAR(S) SUPPORT:

SECOND YEAR'S BUDGET PERIOD: N/A
AMOUNT OF FUNDS: N/A TYPE OF FUNDS:
THIRD YEAR'S BUDGET PERIOD: N/A
AMOUNT OF FUNDS: N/A TYPE OF FUNDS:

15. METHOD OF PAYMENT

THE GRANTEE WILL RECEIVE CASH VIA A LETTER OF CREDIT ☐ YES ☐ NO

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL

Nancy E. Gist
Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Dan Noelle
Sheriff

17. SIGNATURE OF APPROVING OJP OFFICIAL

Nancy E. Gist

19. SIGNATURE OF AUTHORIZED GRANTEE

Dan Noelle

19A. DATE

1/14/97

AGENCY USE ONLY

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	V	AP	80	00	00		

21. nc/nct
AP7103



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

☐ OJP ☒ BJA ☐ OJJD
☐ BJS ☐ NIJ ☐ OVC
CHECK APPROPRIATE BOX

AWARD CONTINUATION
SHEET

PAGE 2 OF 3

☒ GRANT ☐ COOPERATIVE AGREEMENT

PROJECT NUMBER 97-AP-VX-0103

AWARD DATE 12/05/96

SPECIAL CONDITIONS

1. The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, as amended. In conjunction with the beginning date of the award, the audit report period of the state or local governmental entity to be audited under the single audit requirement is July 1, 1995 to June 30, 1996. The audit report must be submitted no later than July 31, 1997, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. Subsequent audits must be submitted no later than thirteen (13) months after the close of the recipient organization's audited fiscal year. The submission of the audit report shall be as follows:

An original and one copy of the audit report shall be sent to the U.S. Department of Health and Human Services. Also a copy of the audit report shall be sent to the DOJ Area Regional Inspector General for Audit: M. Thomas Clark, San Francisco Regional Audit Manager, 1200 Bayhill Drive, Suite 201, San Bruno, CA 94066; and a copy of your audit transmittal letter addressed to the Federal Regional Inspector General's office shall be sent to: Audit Services, Office of the Comptroller, Office of Justice Programs, Department of Justice, Room 942, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

The Grantee agrees to submit their corrective action plan with the audit report to the DOJ Regional Inspector General for Audit, when there are findings/recommendations disclosed in the audit report. The corrective action plan should include: (1) specific steps taken to comply with the recommendations; (2) timetable for performance and/or implementation date for each recommendation; and (3) description of monitoring to be conducted to ensure implementation.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

AWARD CONTINUATION
SHEET

PAGE 3 OF 3

☐ OJP ☒ BJA ☐ OJDP
☐ BJS ☐ NIJ ☐ OVC
CHECK APPROPRIATE BOX

☒ GRANT ☐ COOPERATIVE AGREEMENT

PROJECT NUMBER 97-AP-VX-0103

AWARD DATE 12/05/96

3. The Grantee agrees to expeditiously draw down all grant funds and authorizes the Grantor to immediately close the grant once funds have been drawn down, without further submissions or documentation from the Grantee.

Grantee Acceptance of Special Conditions:

✓ Dan Noelle
SIGNATURE OF AUTHORIZED OFFICIAL

2/14/97
DATE

As the recipient for these funds, I hereby request that all award funds be made accessible to be drawn down, as follows:

X Through an existing LOCES account number: 1504. 1 5 2 0

Through an existing Automated Clearinghouse (ACH) account, established previously under another OJP award number.

Through a NEW ACH account, based on the following information:

Applicant Agency Name: Multnomah County Sheriff's Office

EIN or Vendor Number: 936002324

Financial Institution Name: _____

Address: _____

ACH Coordinator Name: _____

Telephone Number: () _____

Nine-digit Routing Transit Number: _____

Depositor's Account Number: _____

Initials of Authorized Official: DN

INSTRUCTIONS FOR ACCESSING FUNDS FY 1996 STATE CRIMINAL ALIEN ASSISTANCE PROGRAM

NOTE: AWARDED FUNDS WILL BE ACCESSIBLE BY ELECTRONIC TRANSFER ONLY.

In order to expedite the drawdown of awarded FY 1996 SCAAP funds, grantees should fill in and initial the bottom of the second page of the Award Special Conditions (Award Continuation Sheet, page 3), indicating one of the following three options:

- Option 1: Grantee organizations which now have or previously had one or more other Federal grants from any Office of Justice Program (OJP) agency* *and* already have established a Letter of Credit (LOCES) account to allow electronic requests and receipt of funds should CHECK this option and fill in the last four digits of their LOCES number. Funds will be electronically transferred into that account.
- Option 2: Grantee organizations which now have or previously had one or more other Federal grants from any Office of Justice Program (OJP) agency* *and* already have established an Automatic Clearinghouse (ACH) account for receipt of funds (even though continuing to use paper requests for funds), should CHECK off this option. That account will be identified, and funds will be electronically transferred into it.
- Option 3: Grantee organizations for which this is the first OJP grant* *or* those which have previously received OJP grant funds only by paper request and treasury check should CHECK this option and fill in all the information requested under it in order to open a valid Automatic Clearinghouse (ACH) account. Once that information is verified by the OJP Comptroller's Office, awarded funds will be electronically transferred into the new account.

*The OJP Office of the Comptroller provides accounting services related to all grants made by the following agencies and offices: the Bureau of Justice Assistance, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention, the National Institute of Justice, the Office for Victims of Crime, the Executive Office for Weed and Seed, the Violence Against Women Grants Office (VAWA), the (Crime Act) Corrections Program Office, and the Drug Courts Program Office. Grantees with existing LOCES or ACH accounts under the Police Hiring Supplement, Community Oriented Policing (COPS), and High Intensity Drug Trafficking Area (HIDTA) Programs may also check option 1 or 2, if appropriate.

Once funds have been transferred into the Grantee's account, a final financial report will be generated by OJP and the grant will be closed. The Grantee does not need to do anything further.

IF YOU HAVE QUESTIONS ABOUT THIS PROCESS, CALL THE OJP OFFICE OF THE COMPTROLLER'S ON 202/307-5909.

IF YOU DO NOT WISH TO IMMEDIATELY DRAW DOWN THE AWARD FUNDS, PLEASE CALL BJA ON 202/514-6638 AND ASK TO SPEAK TO A MEMBER OF THE SCAAP AWARDS TEAM.

Part IV: Post-Award Process and Other Issues

Frequently Asked Post-Award Questions

SCAAP is a reimbursement program. As such, it differs from most grants programs in several ways. Based on the most frequently asked questions post-award last year, the applicant should be aware of the following information:

Acceptance of Award

The award will be issued to the named applicant and is not final until the applicant accepts it. A period of 30 days is provided for this acceptance, but the applicant may return a signed copy of the award documents at any time. Funds cannot be accessed until the award is accepted.

Period of Award

The award period for all applicants will be October 1, 1995, to September 30, 1996, which is the Federal FY 1996. It is anticipated that this period will have already passed before awards are made.

Accessing of Award Funds

It is also assumed that all budgetary obligations and expenditures being reimbursed have also occurred and that the only remaining fiscal transaction is for the applicant (now, grantee) to draw down the funds (if electronic transfer or LOCES, is used) or receive full payment (if payment will be by check). At the time of award, applicants will be given further instructions about procedures for accessing funds.

Use of Funds

Funds derived from these awards are available to the applicants or the applicant jurisdictions to utilize as they see fit. They need not be used for correctional purposes or even for criminal justice purposes. Essentially, as this is reimbursement, any funds received should be considered as the applicant's funds or the applicant jurisdiction's funds and applied as if the funds were derived from the jurisdiction itself.

The only caveat to this last statement is that applicants are required to provide an audit trail through filing of a proper audit report (as will be explained in a special condition attached to the award) and to maintain fiscal records for three years, to facilitate the audit process.

BUDGET MODIFICATION NO.

MACSO #8

(For Clerk's Use) Meeting Date

JUN 26 1997

Agenda No.

R-10

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification requesting the transfer of \$21,000 from professional services to supplies for the purchase of undercover vehicles.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This modification will move enough money to the equipment line item to cover the purchase of three undercover vehicles this year. Funds will come from an unspent appropriation on the professional services line item. This modification affects the Sheriff's SEDE account; funds come from narcotics forfeitures.

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:20
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

MCSO #8

BUDGET FY: _____

Revenue
Transaction R [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: JUNE 12, 1997

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING IN FY 96-97

RE: BUDGET MODIFICATION REQUESTING THE TRANSFER OF \$21,000 FROM PROFESSIONAL SERVICES TO EQUIPMENT FOR THE PURCHASE OF THREE UNDERCOVER VEHICLES.

I. Recommendation/Action Requested:

Recommend Board approval to move \$21,000 from professional services to equipment in order to purchase three undercover vehicles. The modification affects the Sheriff's SEDE fund, revenue derived from narcotics forfeitures.

II. Background/Analysis:

Due to the undercover nature of narcotics investigation, it is often necessary to replace cars used for the undercover activity. This is to avoid recognition of the vehicle after prolonged use in narcotics enforcement. This budget modification will place funds in the appropriate line item in the Sheriff's SEDE fund in order to pay for the replacement of three vehicles.

III. Financial Impact:

This budget modification will move funds within the Sheriff's SEDE fund budget. These funds are derived through forfeitures in narcotics cases. The modification is neutral to the general fund.

IV. Legal Issues:

None known

V. Controversial Issues:

None known

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date) _____

DEPARTMENT Juvenile & Adult Community Justice

DIVISION _____

CONTACT Meganne SteeleTELEPHONE 248-3460

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Reduce Adult Community Justice overall Federal/State Fund budget by \$351,602, by reducing the State Field Allocation and Sanctions Sanctions & Services appropriations and adding State New Grant-In-Aid appropriation for FY 96-97.

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ x

Personnel changes are shown in detail on the attached sheet

This budget modification will reduce the overall budget for the Department in the Federal/State Fund. The budgeted appropriations for State Field Allocation and Sanctions & Services revenues were overstated when estimating revenues for the last 6 months of the biennium. Funding source for the last 6 months of the biennium (1/1/97 - 6/30/97) was also changed to Grant-In-Aid revenue. This modification will reduce Field Allocation revenue and expenditures by \$4,775,678, Sanction & Services revenue and expenditures by \$3,197,174 and increase Grant-In-Aid revenue and expenditures by \$7,621,250, making a net reduction in overall budget of \$351,602. The total number of FTE did not change. The adjustment in personal services is based on a reduction in permanent (5100) across all affected Job Classes as a result of savings from position vacancies due to late hiring.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Net State revenue reduction:

Field Allocation (4,775,678)

Sanction & Svcs (3,197,174)

Grant-In-Aid 7,621,250
(351,602)

BOARD OF
COUNTY COMMISSIONERS
JUN 18 PM 12:07
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$

Originated By

Date

Patrick Brown

Department Director

Date

Plan/Budget Analyst

Date

Kaune Auger6/17/97

Employee Services

Date

C. Umbras6/17/97

Board Approval

Date

DEBORAH L. BOUSTAO6/26/97

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DCC 9

5. ANNUALIZED PERSONNEL CHANGES

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

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			
		BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
					0
					0
0.00	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

Permanent Positions, Temporary, Overtime, or Premium				CURRENT FY			
				BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
					Fringe	Ins.	
			JCN				
Perm	Reduce A & D Evaluator wages	156-2250	6291	(3,726)			(3,726)
Perm	Reduce Prob/Parole Officer wa	156-2270	6276	(3,665)			(3,665)
Perm	Reduce Prob/Parole Officer wa	156-2801	6276	(41,550)			(41,550)
Perm	Reduce Comm Wrks Lead wag	156-2802	6267	(8,943)			(8,943)
Perm	Reduce Prob/Parole Officer wa	156-2821	6276	(30,985)			(30,985)
Perm	Reduce Prob/Parole Officer wa	156-2826	6276	(19,497)			(19,497)
Perm	Reduce Prob/Parole Officer wa	156-2831	6276	(28,260)			(28,260)
Perm	Reduce Prob/Parole Officer wa	156-2832	6276	(17,253)			(17,253)
Perm	Reduce Resident Supv wages	156-2834	6284	(15,339)			(15,339)
Perm	Reduce Prob/Parole Officer wa	156-2834	6276	(5,115)			(5,115)
Perm	Reduce Prob/Parole Officer wa	156-2841	6276	(38,699)			(38,699)
Perm	Reduce Prob/Parole Officer wa	156-2844	6276	(14,837)			(14,837)
TOTAL CURRENT FISCAL YEAR CHANGES				(227,869)	0	0	(227,869)

DCC 9

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

0

BUDGET FY _____

0

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2305			2337			(602,210)		Sanction & Services revenue
		156	021	2804			2337			(493,410)		Sanction & Services revenue
		156	021	2806			2337			(198,733)		Sanction & Services revenue
		156	021	2170			2337			(35,696)		Sanction & Services revenue
		156	021	2180			2337			(120,782)		Sanction & Services revenue
		156	021	2250			2337			(84,496)		Sanction & Services revenue
		156	021	2270			2337			(83,123)		Sanction & Services revenue
		156	021	2802			2337			(202,801)		Sanction & Services revenue
		156	021	2826			2337			(309,411)		Sanction & Services revenue
		156	021	2833			2337			(322,884)		Sanction & Services revenue
		156	021	2834			2337			(463,854)		Sanction & Services revenue
		156	021	2843			2337			(279,774)		Sanction & Services revenue
											(3,197,174)	
		156	021	2220			2309			(335,875)		Field Allocation
		156	021	2230			2309			(416,342)		Field Allocation
		156	021	2801			2309			(942,178)		Field Allocation
		156	021	2821			2309			(702,600)		Field Allocation
		156	021	2826			2309			(132,691)		Field Allocation
		156	021	2831			2309			(640,818)		Field Allocation
		156	021	2832			2309			(391,218)		Field Allocation
		156	021	2841			2309			(877,531)		Field Allocation
		156	021	2844			2309			(336,425)		Field Allocation
											(4,775,678)	
		156	021	2305			2300			575,652		State Grant-In-Aid
		156	021	2804			2300			471,650		State Grant-In-Aid
		156	021	2806			2300			189,969		State Grant-In-Aid
		156	021	2170			2300			34,122		State Grant-In-Aid
		156	021	2180			2300			115,456		State Grant-In-Aid
		156	021	2250			2300			80,770		State Grant-In-Aid
		156	021	2270			2300			79,458		State Grant-In-Aid
		156	021	2802			2300			193,858		State Grant-In-Aid
		156	021	2826			2300			422,605		State Grant-In-Aid
		156	021	2833			2300			308,645		State Grant-In-Aid
		156	021	2834			2300			443,400		State Grant-In-Aid
		156	021	2843			2300			267,436		State Grant-In-Aid
		156	021	2220			2300			321,063		State Grant-In-Aid
		156	021	2230			2300			397,980		State Grant-In-Aid
		156	021	2801			2300			900,628		State Grant-In-Aid
		156	021	2821			2300			671,615		State Grant-In-Aid
		156	021	2831			2300			612,558		State Grant-In-Aid
		156	021	2832			2300			373,965		State Grant-In-Aid
		156	021	2841			2300			838,832		State Grant-In-Aid
		156	021	2844			2300			321,588		State Grant-In-Aid
											7,621,250	
TOTAL REVENUE CHANGE										(351,602)	(351,602)	



**MULTNOMAH COUNTY
DEPARTMENT OF JUVENILE AND
ADULT COMMUNITY JUSTICE**

TO: *Board of County Commissioners*

FROM: *Elyse Clawson*

DATE: *June 16, 1997*

REQUESTED PLACEMENT DATE: *June 26, 1997*

SUBJECT: *Budget Modification DCC 9 & 10*

I. Recommendation/Action Requested

Request approval of the attached year end housekeeping budget modifications.

II. Background/Analysis

Budget modification DCC 9 reduces and corrects (from estimates to actual) the revenue appropriation from the State Department of Corrections. Corresponding expenditure reductions have also been made. This budget modification also reflects a change in the type of revenue given to us from the State.

Budget modification DCC 10 adds new grant revenue from the State Justice Institute to perform an evaluation of the STOP Drug Court program. The evaluation should be completed in the fall of 1997.

III. Financial Impact

DCC 9 reduces revenue and expenditures by \$351,602. DCC 10 increases revenue and expenses by \$15,125. The net effect is an overall reduction in revenues and expenses of \$336,477.

IV. Legal Issues

None.

V. Controversial Issues

None.

VI. Link to County Policies

This agreement is consistent with County policy of accurately reflecting the budget.

VII. Citizen Participation

None.

VIII. Other Government Participation

None.

BUDGET MODIFICATION NO. DJJS6

[For Clerk's Use] Meeting Date JUN 26 1997

Agenda #

R-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

DEPARTMENT: Juvenile & Adult Comm Justice
CONTACT: Meganne Steele

DIVISION: Planning & Administrative Services
Telephone: 248-3961

*NAME[S] OF PERSON MAKING PRESENTATION TO BOARD: Meganne Steele

SUGGESTED AGENDA TITLE [To assist in preparing a description for the printed agenda]

The Multnomah Commission On Children & Families transfers \$30,210 To The Department of Juvenile and Adult Community Justice For Contracted Strategic Planning Services.

2. DESCRIPTION OF MODIFICATION [Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is increased or reduced? Attach additional information if you need more space].

This budget modification transfers \$30,210 from the Multnomah Commission on Children & Families (MCCF) budget to the Juvenile Community Justice Federal/State budget. Of that total, \$30,000 is budgeted for contracted strategic planning services. The remaining \$210 covers the Indirect Cost.

3. REVENUE IMPACT [Explain revenues being changed and the reason for the change]

- Decreases Fund 156 Agency 050's Federal/State Rev Code 2312 by (\$10,000).
- Decreases Fund 156 Agency 050's Federal/State Rev Code 2398 by (\$20,000).
- Decreases Agency 050's general fund Indirect Cost support by (\$210).
- Increases Fund 156 Agency 012's Federal/State Rev Code 2312 by \$10,000.
- Increases Fund 156 Agency 012's Federal/State Rev Code 2398 by \$20,000.
- Increases Agency 012's general fund Indirect Cost support by \$210.

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 12:03
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS [to be completed by Finance/Budget]

Contingency before this modification [as of _____ \$ _____]
[Specify Fund] [Date]

After this modification \$ _____

Chane H. Gibson 5-7-97 M Steele 5-9-97
[Originated By] [Date] [JACJ Department Manager] [Date]

[Signature] 5-20-97
[NON DEPARTMENTAL - MULTNOMAH COMMISSION ON CHILDREN & FAMILIES] [Date]

Karime Dargun
[Finance/Budget] [Date] [Employee Relations] [Date]

REGOR H. COASTO 6/26/97
[Board Approval] [Date]

Page 2

[illegible]

				REPT	REV	CURR	REV			
FUND	AGCY	ORG	ACT	CATEG	SO.	AMT	AMT	CHANGE	TOTAL	DESCRIPTION
156	50	9035			2312			-10,000		OCCF JUV
156	50	9035			2398			-20,000		PCDS&CONN
156	50	9035			7601			-210		General Fund
									-30,210	TOTAL ORG 2705
156	22	2713		JMC1	2312			10,000		OCCF JUV
156	22	2713		JMC2	2398			20,000		PCDS&CONN
156	22	2713			7601			210		General Fund
									30,210	TOTAL ORG 2705
									0	TOTAL REVENUE

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: June 17, 1997

RE: REQUEST FOR BUDGET MODIFICATION APPROVAL

I. **RECOMMENDATION/ACTION REQUESTED:** Approve budget modification for the Multnomah County Department of Community Justice to recognize \$30,000 Commission On Children & Families revenue to fund contracted strategic planning services.

II. **BACKGROUND/ANALYSIS:** The Multnomah Commission on Children and Families [MCCF] committed \$30,000 in State funds to support the Juvenile Justice and Delinquency Prevention Strategic Planning process as part of the 1996-97 Adopted Budget. This budget modification transfers those funds into the Department of Community Justice [DCJ] budget for administrative convenience.

In a related technical amendment to the 1997-98 Approved Budget, it is requested that the unexpended portion of these funds be carried forward into the DCJ budget for next year. This budget modification will thereby simplify administrative processes next year as well as this year.

III. **FINANCIAL IMPACT:** Decreases MCCF's Federal/State budget by (\$30,000) State revenue and (\$210) general fund Indirect Cost support. Increases DCJ's Federal/State budget by \$30,000 State revenue and \$210 general fund Indirect Cost support.

IV. **LEGAL ISSUES:** N/A

V. **CONTROVERSIAL ISSUES:** N/A

VI. **LINK TO CURRENT COUNTY POLICIES:** N/A

VII. **CITIZEN PARTICIPATION:** N/A

VIII. **OTHER GOVERNMENT PARTICIPATION:** N/A

BUDGET MODIFICATION NO. DJJS9

[For Clerk's Use] Meeting Date _____

JUN 26 1997

Agenda # _____ R-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____

DEPARTMENT: Juvenile Justice Services
CONTACT: Meganne SteeleDIVISION: Custody Services
Telephone: 248-3961

*NAME[S] OF PERSON MAKING PRESENTATION TO BOARD: Meganne Steele

SUGGESTED AGENDA TITLE [To assist in preparing a description for the printed agenda]

The Department of Juvenile and Adult Community Justice Budget Modification # DJJS 9 Adds \$69,494 Title XIX Medicaid Funds To Cover A Higher Proportion of the Assessment/Intervention/Transition (A.I.T.) Program's Personnel Cost and Release General Fund to Cover Materials/Services Expense

2. DESCRIPTION OF MODIFICATION [Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is increased or reduced? Attach additional information if you need more space].

This budget modification adds a total \$69,494 Title XIX Medicaid Funds to the AIT Program, Org 2725. It releases State OYA Cap Management revenue from that program and transfers it to the NE Gang Intervention Resource Team to cover a higher percentage of personnel costs there. The subsequent General Fund, released from the NE Office, is transferred to Administration to cover increased printing, supplies and telephone costs.

Because Indirect Cost for Title XIX and for OYA Cap Management are provided by General Fund support, no Indirect Cost considerations are involved in this amendment.

3. REVENUE IMPACT [Explain revenues being changed and the reason for the change]

- Increases Fund 156 Rev. Code 2603 by \$69,494.

4. CONTINGENCY STATUS [to be completed by Finance/Budget]

Contingency before this modification [as of _____ \$ _____]
[Specify Fund] [Date]

After this modification \$ _____

Shanti E. Gentry 6/16/97 *M. Stubb* 6/16/97
[Originated By] [Date] [Department Manager] [Date]

Karyne Dargum 6/11/97 _____
[Finance/Budget] [Date] [Employee Relations] [Date]

Deborah C. Boast 6/26/97 _____
[Board Approval] [Date]

BOARD OF
COUNTY COMMISSIONERS
JUN 18 PM 12:19
MULTNOMAH COUNTY
OREGON

DOCUMENT NUMBER: **ACTION:**

[illegible]

				REPT	REV	CURR	REV			
FUND	AGCY	ORG	ACT	CATEG	SO.	AMT	AMT	CHANGE	TOTAL	DESCRIPTION
156	12	2725		JXIX	2603			69,494		Title XIX Medicaid
156	12	2725		GRIT	2319			(69,494)		OYA Cap Mgt
156	12	2748		GRIT	2319			69,494		OYA Cap Mgt
100	12	2748		CGFD	7601			(69,494)		General Fund
100	12	2713		CGFD	7601			69,494		General Fund
									69,494	TOTAL REVENUE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: June 16, 1997

SUBJECT: REQUEST FOR BUDGET MODIFICATION APPROVAL

- I. RECOMMENDATION/ACTION REQUESTED: Approve budget modification for the Multnomah County Department of Community Justice to recognize \$69,494 Federal Title XIX Medicaid revenue to fund a higher proportion of Assessment/Intervention/Transition (A.I.T.) Program staffing.
- II. BACKGROUND/ANALYSIS: A.I.T. Title XIX revenues are expected to come in \$69,494 above the original budget estimate for 1996-97 as a result of changes in reimbursement practices. This budget modification allows Juvenile Justice Services to recognize that additional revenue and, through a series of technical adjustments, to free General Fund dollars for other incidental operating expenses.
- III. FINANCIAL IMPACT: Increases Federal/State revenues by \$69,494.
- IV. LEGAL ISSUES: N/A
- V. CONTROVERSIAL ISSUES: N/A
- VI. LINK TO CURRENT COUNTY POLICIES: N/A
- VII. CITIZEN PARTICIPATION: N/A
- VIII. OTHER GOVERNMENT PARTICIPTION: N/A

BUDGET MODIFICATION NO:

DA # 11

(For Clerk's Use) Meeting Date:

JUN 26 1997

Agenda No:

R-14

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT

District Attorney

DIVISION

CONTACT

TOM SIMPSON

TELEPHONE

248-3863

NAME(s) OF PERSON MAKING PRESENTATION TO THE BOARD

SUGGESTED AGENDA TITLE

Contingency transfer in the amount of \$369,096 to offset GF portion of the MCPAA agreement adopted by the Board 10/31/96.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET.

3. REVENUE IMPACT

N/A

4. CONTINGENCY STATUS

Financial impact retroactive to July 1, 1996, will reduce GF contingencies by \$369,096.

Originated By:	Date	Department Director	Date
		<i>Michael Schunk</i>	6-18-97
Plan/Budget Analyst	Date	Employee Services	Date
<i>Kayne Dargatz</i>	6/18/96		
Board Approval	Date		
<i>Deborah C. Bogstad</i>	6/26/97		

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 18 PM 4:25

Transaction Detail

Trans ID	Type	FY	Description	Process?	Date	Category	Expenditure detail						Amount	Personnel detail						Amount
							#	Fund	Agcy	Org	Obj	Rev		#	Fund	Agcy	Org	Pos	FTE	
DABM11	BM	97	Funds the MCPPA agreement for the district attorneys for salary increases. Adopted Oct. 31, 1996, retroactive to July 1, 1996.	No			1	100	023	2431	5100		12,247	1	100	023	2431	6253	0.000	12,247
							2	100	023	2431	5500		6,088	2	100	023	2434	6253	0.000	20,739
							3	100	023	2431	5550		416	3	100	023	2435	6253	0.000	11,306
							4	100	023	2434	5100		20,739	4	100	023	2441	6253	0.000	136,006
							5	100	023	2434	5500		10,308	5	100	023	2451	6253	0.000	34,421
							6	100	023	2434	5550		705	6	100	023	2452	6253	0.000	26,351
							7	100	023	2435	5100		11,306							
							8	100	023	2435	5500		5,620							
							9	100	023	2435	5550		385							
							10	100	023	2441	5100		136,006							
							11	100	023	2441	5500		67,606							
							12	100	023	2441	5550		4,624							
							13	100	023	2451	5100		34,421							
							14	100	023	2451	5500		17,110							
							15	100	023	2451	5550		1,171							
							16	100	023	2452	5100		26,351							
							17	100	023	2452	5500		13,098							
							18	100	023	2452	5550		895							
							19	100	075	9120	7700		-369,096							
							20	400	070	7522		6600	8,196							
							21	400	070	7522	6580		8,196							

MICHAEL D. SCHRUNK

Office Memorandum

District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: June 18, 1997

REQUESTED PLACEMENT DATE: June 26, 1997

RE: Multnomah County Prosecuting Attorneys Association (MCPAA) Agreement

-
- I. ***Recommendation/Action Requested:*** Approve contingency transfer in the amount of \$369,096 to offset the general fund portion of the MCPAA agreement adopted by your Board on October 31, 1996.
 - II. ***Background/Analysis:*** The Board of County Commissioners adopted the agreement between Multnomah County, the District Attorney and the Multnomah County Prosecuting Attorney's Association on October 31, 1996. The agreement set forth newly negotiated compensation and working conditions subject to limitations of ORS 8.610 to 8.850 as consistent with the County's objective of providing services to the public of Multnomah County.
 - III. ***Financial Impact:*** The financial impact retroactive to July 1, 1996 and will reduce general fund contingencies by \$369,096. The State & Federal fund impact is \$44,984 and the impact to the Justice Special Operations Fund is \$6,962. The total impact to the 1996-97 District Attorney's budget is \$421, 043. The State & Federal, and Justice Special Operations fund will absorb the impact through savings generated throughout the year.
 - IV. ***Legal Issues:*** N/A
 - V. ***Controversial Issues:*** N/A
 - VI. ***Link to Current County Policies:*** This requested action meets the Financial and Budget policy requirements for use of the General Fund Contingencies.
 - VII. ***Other Government Participation:*** N/A



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Karyne Dargan, Budget & Quality

DATE: June 18, 1997

SUBJECT: Agreement between Multnomah County and the Multnomah County
Prosecuting Attorneys Association (MCPAA) - 1996-97 Financial Impact

The following calculation represents the 1996-97 financial impact to the District Attorney's Office as adopted in the MCPAA Agreement on October 31, 1996.

1996-97 General Fund Impact = \$369,097

1996-97 State & Federal Fund Impact = \$44,984

1996-97 Justice Special Operations Fund = \$6,962

1996-97 Total Impact = \$421,043

The County has been funding the employees PERS pick-up while the negotiations were occurring. After October 31, 1996 the employees will be responsible for their PERS contribution. The PERS contribution was not included in the District Attorney's 1996-97 budget, thus requiring a contingency transfer at year end.

The District Attorney's Office will require \$369,097 from contingencies to fund the general fund obligation for this agreement through the end of this fiscal year. The impact to the State and Federal Fund is \$44,984 and a portion of these costs (Support Enforcement Division) will be reimbursable. The impact to the Justice Special Operations fund is \$6,962. The District Attorney has indicated that they will absorb the impact to the State and Federal and Justice Special Operations fund within the existing budgets. These new costs represent 1.5% and 1.2% of the District Attorney's budget in the Federal and State fund and the Special Justice Operations fund respectively.

The Board adopted a contingency reserve budget of \$2,999,662 for FY 96-97. As of June 18, 1996 LGFS indicates the balance in contingencies is \$2,470,600. This budget modification would reduce the contingency balance to \$2,102,503.

This transaction meets the financial and budget policy requirements for a contingency transfer.

Meeting Date: _____

JUN 26 1997

Agenda No: _____

R-115

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Intergovernmental Agreement #50704-3 with State Senior/Disabled Services Division, Human Resources Department

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 26, 1997
Amount of time: Consent Calendar

Place on
Regular Agenda
Jim's Request

DEPARTMENT: Aging Services

DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette

TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

☐ OTHER

SUGGESTED AGENDA TITLE

Approval of Intergovernmental Agreement #50704-3 (Multnomah County #400018) with the State Senior and Disabled Services Division, for the period July 1, 1997 through June 30, 1998, providing funding for Aging Services Department planning and administration, long-term care for elderly and persons with disabilities, and contracted community services.

6/30/97 ORIGINALS to Caroline Sullivan

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

James W. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: call Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 5:25
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners
FROM: Jim McConnell, Director *Jim McConnell*
Aging Services Division
DATE: June 17, 1997
SUBJECT: FY97/98 Revenue Contract #400018(50704-03) with State Senior and Disabled Services Division, Human Resources Department

Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached Contract #50704-03 with the State Senior and Disabled Services Division, for the period July 1, 1997 through June 30, 1998.

Analysis: This contract transmits allocation amounts of State and Federal funds to continue services for elderly residents in Multnomah County during FY97-98. The plan also contains the allocation for Disability Services Offices which are transferring from State to County administration effective July 1, 1997, providing services for persons with disabilities. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship, and other services which benefit elders and persons with disabilities who live in Multnomah County.

This contract continues revenues for FY98 in the amount \$20,217,893 from multiple Federal and State sources, including State Oregon Project Independence (OPI), Federal Older Americans Act of 1965, as amended, Federal Title XIX of the Social Security Act (Medicaid) and US Department of Agriculture (USDA). The funds support a continuation of the Aging Services System, adding services for persons with disabilities for the period July 1, 1997 through June 30, 1998.

Fiscal Impact: These revenues are included the FY96-97 County Budget. No budget action is required.

Legal Issues: The Board has adopted resolution 97-55 accepting the implementation plan to transfer Services for People with Disabilities from State to County Administration. This contract contains the funding provisions.

Controversial Issues: None

Link to Current County Policies: This Agreement funds the Annual Plan for services for elderly and persons with disabilities who live in Multnomah Initiatives and goals from the Aging Services Department strategic plan AGING CHALLENGES OF TOMORROW are included in the document. This plan implements County Program Budget Performance Trends, Key Results, and Issues and Opportunities.

Citizen Participation: The Portland Multnomah Commission on Aging has approved the plan.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400018

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-15 DATE 6/26/97 DEB BOGSTAD BOARD CLERK

Department Aging Services Division _____ Date _____Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract State revenue contract with Senior & Disabled Services Division
providing funding for Aging Services Department planning and administration, long term
care for persons with disabilities and elderly and contracted community services.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Senior and Disabled ServicesMailing Address 500 Summer Street NESalem OR 97310-1015Phone (503) 378-4728Employer ID# or SS# N/AEffective Date July 1, 1997Termination Date June 30, 1998Original Contract Amount \$ 20,217,893

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 20,217,893

REQUIRED SIGNATURES:

Department Manager James W. ConnellPurchasing Director
(Class II Contracts Only) Kathy GilletteCounty Counsel Heidi DavisCounty Chair / Sheriff Heidi DavisContract Administration
(Class I, Class II Contracts Only) _____Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date June 17, 1997

Date _____

Date 6/18/97Date June 26, 1997

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

CONTRACT APPROVAL FORM SUPPLEMENT
AGING SERVICES DIVISION

CONTRACTOR: STATE OF OREGON/SENIOR & DISABLED SERVICES DIVIS MOD #:
CONTRACT #: MC #400018 SDSD # 50704-3 MOD DATE:
DATE: JUNE 16, 1997

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS DESCRIPTI	ORIGINAL AMOUNT	MOD 1 FY97-98	MOD 2	MOD 3	FINAL AMOUNT
1	156	011	1700	2063	III-D	34,443				34,443
2	156	011	1700	2064	III-B	742,108				742,108
3	156	011	1700	2065	III-C1	341,258				341,258
4	156	011	1700	2066	III-C2	471,330				471,330
5	156	011	1700	2067	III-F	40,409				40,409
6	156	011	1700	2070	VII-B	8,727				8,727
7	156	011	1700	2387	OPI	968,085				968,085
8	156	011	1700	2609	TITLE XIX	17,609,033				17,609,033
9	156	011	1700	2399	OPI-ALZ	2,500				2,500
10	156	011	1700	2391	SDSD MEN HLTH	0				0
TOTAL						20,217,893	0			20,217,893

FILE:F:\USERS\CONTRACT\SDCAF96.WQ1

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

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

Multnomah County Aging Services Division
421 SW Fifth, Third Floor - B161
Portland OR 97204-2238

hereinafter called "AGENCY."

2. This is amendment number 3 to original agreement #50704.
3. Agreement #50704 between DIVISION and AGENCY shall be amended as follows:
New language is underlined; [language to be deleted or replaced is bracketed].

II. TERM

This agreement shall become effective on July 1, 1995 and shall expire, unless otherwise terminated or extended, on [June 30, 1997] June 30, 1999.

III. STATEMENT of WORK

Under this agreement, AGENCY shall conduct activities and provide services as indicated in the Area Plan, which by reference is made a part of this agreement and which is hereby amended to reflect program and budget changes, including the transfer of the Disability Services programs to Multnomah County, as shown on Attachments 1 and 2, revised June 16, 1997, and as qualified in the General Provisions, Part VI of this agreement.

4. In performing the above, it is understood and agreed that all other terms and conditions of the original agreement are still in effect.
5. The individual signing this amendment on behalf of the AGENCY hereby certifies and swears under penalty of perjury that he or she is authorized to act on behalf of AGENCY, that he or she has authority and knowledge regarding AGENCY's payment of taxes, and to the best of his or her knowledge, AGENCY is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local



John A. Kitzhaber
Governor

500 Summer Street NE
Salem OR 97310-1012
Salem - (503) 945-5821
FAX - (503) 378-4324
TTY - (503) 945-5928

taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

AGENCY

SENIOR and DISABLED SERVICES DIVISION
Administrator / Delegate

Date

Date

REVIEWED / SDSA Administration:

DE Shaw

6-17-97

REVIEWED / DHR Contracts:

MULTNOMAH COUNTY

By

Beverly Stein
Beverly Stein
Multnomah County Chair

6/26/97

Date

REVIEWED:

THOMAS SPONSLER
County Counsel for
Multnomah County, Oregon

BY

Katie Gaetjens
Katie Gaetjens
Assistant County Counsel

6/18/97

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-15 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

SECTION III E-1: PROPOSED BUDGET RESOURCES

ATTACHMENT #1
CONTRACT # 50704-3

Date 08/12/97
Time 12:25 PM

* OPI - Homemaker Services - Includes \$100,000 in CEP expenditures

ATTACHMENT #2

CONTRACT #50704-3

Date Printed:

06/16/97

District 2 Multnomah
FY1997-1998

SECTION III E-2, ALLOCATED FUNDS, CONTRACTED FUNDS, AND TRANSFERS

	LTC ADMIN TYPE B	OAA PART B	OAA PART C-1	OAA PART C-2	OAA PART D	OAA PART F	OAA VII B	OPI 60+	OPI <60	Other State Funds	TOTAL FUNDS
SDSD-AR-97-7 1997-99 Allocation	\$17,802,491	\$535,322	\$780,165	\$228,578	\$20,824	\$38,584	\$9,133	\$997,422	\$0	\$0	\$20,412,519
Carryover Amount	0	\$50,753	\$0	\$0	\$15,628	\$3,650	\$0	\$0	\$0	\$0	\$70,031
OAA Transfers	XXXXXX	\$156,033	(\$398,786)	\$242,753	\$0	\$0	\$0	(\$2,500)	\$2,500	\$0	\$0
Total Funds Available	\$17,802,491	\$742,108	\$381,379	\$471,331	\$36,452	\$42,234	\$9,133	\$994,922	\$2,500	\$0	\$20,482,550
Contracted This Amendment	\$17,609,033	\$742,108	\$341,258	\$471,330	\$34,443	\$40,409	\$8,727	\$968,085 *	\$2,500	\$0	\$20,217,893
Uncontracted Funds Available	\$193,458	\$0	\$40,121	\$1	\$2,009	\$1,825	\$406	\$26,837	\$0	\$0	\$264,657

Negative numbers indicated with parentheses.

* Reserved for OPI Client Employed Payments through SDSD: \$100,000

FOR TYPE B AAAs:

XIX Regular Allocation	\$16,938,665
Local Funds	\$2,026,027
XIX Match on Local Funds	\$2,561,054
DSO preliminary allocation *	\$14,079,236
TOTAL LTC ADMIN	\$35,604,982

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 26, 1997

(Date)

DEPARTMENT: AGING SERVICES DEPARTMENTCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnellSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9701 adds \$467,907 in Federal Title XIX (Medicaid) from the revised allocation from the State of Oregon. *h \$25,000 in new Providence Elderplace funds*

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9701 adds funds for expenditures for professional services related to the Disability Services office implementation, quality training, 24-Hour Access back-up and staff overtime, and indirect charges for all of the above, as well as on-going staff additions related in caseload growth. These items reflect client services and Action Plan items identified in the FY1997 ASD budget.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org 1750, Community Access Services, by \$33,407 Title XIX funds
- Increase Org 1900, Long Term Care, by \$329,101 in Title XIX Funds
- Increase Org 1710, Central ASD, by \$130,399 in Title XIX Funds.
- Increase Org 1900, Long Tem Cae by \$25,000 in new Providence Elderplace funds

BOARD OF
COUNTY COMMISSIONERS
JUN 19 AM 8:35
MULTNOMAH COUNTY
OREGON

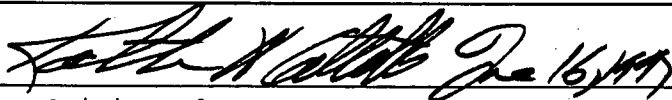

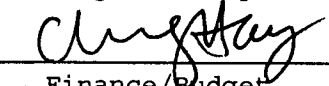
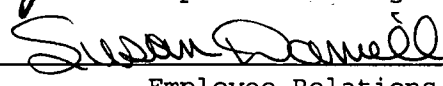
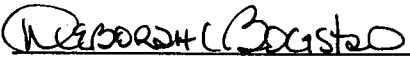
4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____)

(Specify Fund)

(Date)

After this modification

 Originated By _____ Date <u>6-16-97</u>		 Department Manager _____ Date <u>6-17-97</u>	
 Finance/Budget _____ Date <u>6-18-97</u>		 Employee Relations _____ Date <u>6/18/97</u>	
 Board Approval _____ Date <u>6/26/97</u>			

PERSONNEL DETAIL FOR BUD MOD NO: ASD #9701

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of a year.)

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			TOTAL Increase (Decrease)
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	
1.0	Data Analyst	35,702	6,250	2,955	44,907
1.0	Social Worker	41,080	7,192	3,454	51,726
1.0	Case Mgr. 1	26,000	4,552	4,790	35,342
1.0	Case Mgr. 2	34,330	6,010	4,904	45,244
1.0	Prog. Dev. Spec.	30,086	5,267	2,955	38,308
TOTAL CHANGE (ANNUALIZED)		<u>\$167,198</u>	<u>\$29,271</u>	<u>\$19,058</u>	<u>\$215,527</u>

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

C U R R E N T F Y					
Full Time Position Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)		TOTAL Increase (Decrease)
Overtime changes for 24-Hour Access staff					
Overtime		10,000	1,751	370	12,121
Data Analyst 1.0	Support for LTC branches	35,702	6,250	2,955	44,907
Social Worker .5	Caseload growth	20,540	3,596	1,727	25,863
Case Mgr. 1 .5	Caseload growth	13,000	2,276	2,395	17,671
Case Mgr. 2 .5	Caseload growth	17,165	3,005	2,452	22,622
Prog. Dev. Spec. 1.0	Quality Assessment, DSO transfer	30,086	5,267	2,955	38,308
65	TOTAL CHANGE	\$126,493	\$22,145	\$12,854	\$161,492

**Title XIX (Medicaid) Funding additions and changes, including match
funding from Providence Elderplace**

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1996-97

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1710			5100			30,086		Permanent
		156	011	1710			5500			5,267		Fringe Benefits
		156	011	1710			5550			2,955		Insurance Benefits
		156	011	1710			6110			60,000		Professional Services
		156	011	1710			6230			15,000		Supplies
		156	011	1710			6310			15,000		Education and Training
		156	011	1710			7100			2,091		Indirect
											130,399	TOTAL, ORG 1710
		156	011	1751			6110			8,750		Professional Services
		156	011	1751			7100			536		Indirect
											9,286	TOTAL, ORG 1751
		156	011	1860			5300			10,000		Overtime
		156	011	1860			5500			1,751		Fringe Benefits
		156	011	1860			5550			370		Insurance Benefits
		156	011	1860			6110			12,000		Professional Services
											24,121	TOTAL, ORG 1860
		400	050	7531			6580			3,325		Serv. Reimb./Insurance
											3,325	TOTAL SERV. REIMB.
TOTAL PAGE CHANGE										167,131		

**Title XIX (Medicaid) Funding additions and changes, including match
funding from Providence Elderplace**

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1996-97

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1905			5100			35,702		Permanent
		156	011	1905			5500			6,250		Fringe Benefits
		156	011	1905			5550			4,956		Insurance Benefits
		156	011	1905			6050			25,000		County Supplement
		156	011	1905			6110			26,000		Professional Services
		156	011	1905			6230			30,000		Supplies
		156	011	1905			6310			1,000		Education and Training
		156	011	1905			7100			5,038		Indirect
		156	011	1905			8400			20,000		Equipment
											153,946	TOTAL, ORG 1905
		156	011	1910			5100			20,540		Permanent
		156	011	1910			5500			3,596		Fringe Benefits
		156	011	1910			5550			1,727		Insurance Benefits
		156	011	1910			6230			4,000		Supplies
		156	011	1910			6310			200		Education and Training
		156	011	1910			6330			400		Local Travel
		156	011	1910			7150			1,000		Telephone
											31,463	TOTAL, ORG 1910
		156	011	1915			6230			15,000		Supplies
											15,000	TOTAL, ORG 1915
TOTAL EXPENDITURE CHANGE								TOTAL PAGE CHANGE		200,409		

**Title XIX (Medicaid) Funding additions and changes, including match
funding from Providence Elderplace**

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1996-97

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1925			5100			30,165		Permanent
		156	011	1925			5500			5,281		Fringe Benefits
		156	011	1925			5500			4,846		Fringe Benefits
		156	011	1925			6110			6,000		Professional Services
		156	011	1925			6230			16,000		Supplies
		156	011	1925			6330			400		Local Travel
											62,692	TOTAL, ORG 1925
		156	011	1920			6230			16,000		Supplies
		156	011	1920			7400			20,000		Building Management
											36,000	TOTAL, ORG 1920
		156	011	1930			6230			15,000		Supplies
											15,000	TOTAL, ORG 1930
		156	011	1940			6230			15,000		Supplies
											15,000	TOTAL, ORG 1940
TOTAL EXPENDITURE CHANGE												
TOTAL PAGE CHANGE										128,692		
											496,232	TOTAL EXP. CHANGE

**Title XIX (Medicaid) Funding additions and changes, including match
funding from Providence Elderplace**

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1996-97

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1710			2609			130,399	130,399	Title XIX TOTAL, ORG 1710
		156	011	1751			2609			9,286	9,286	Title XIX TOTAL, ORG 1751
		156	011	1860			2609			24,121	24,121	Title XIX TOTAL, ORG 1860
		156	011	1905			Requested 2609			25,000		Providence Elderplace Title XIX
		156	011	1905						128,946	153,946	TOTAL, ORG 1905
		156	011	1910			2609			31,463	31,463	Title XIX TOTAL, ORG 1910
		156	011	1915			2609			15,000	15,000	Title XIX TOTAL, ORG 1915
		156	011	1925			2609			62,692	62,692	Title XIX TOTAL, ORG 1925
		400	050	7040			6602			3,325	3,325	Serv. Reimb./Insurance TOTAL SERV. REIMB.
TOTAL PAGE CHANGE										430,232		

**Title XIX (Medicaid) Funding additions and changes
funding from Providence Elderplace**

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1996-97

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
	156	011	1920				2609		36,000		36,000	Title XIX TOTAL, ORG 1920
	156	011	1930				2609		15,000		15,000	Title XIX TOTAL, ORG 1930
	156	011	1940				2609		15,000		15,000	Title XIX TOTAL, ORG 1940
											496,232	TOTAL REVENUE CHANG



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS

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

MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director
Aging Services Department *JMcC*

DATE: June 13, 1997

SUBJECT: ASD Budget Modification #ASD-9701 : Addition of Federal Medicaid funds from the final State of Oregon allocation; includes Providence Elderplace funds for local match

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification #ASD-9701.

Background/Analysis: Budget Modification #ASD-9701 adds \$467,907 in Federal Title XIX (Medicaid) funds, plus \$25,000 in funds from Providence Elderplace, which will be used as match for the Medicaid funds. The Title XIX funds are on-going funds, and have increased due to caseload growth.

The Budget Modification shows a net increase to Organization 1900, ASD Long Term Care, of \$329,101, in various Personnel, and Materials and Services categories. Supplies costs are generally one-time only; several of the offices are replacing chairs and desks with more ergonomic furniture, following safety audits of the offices. This modification also includes an increase of \$33,407 in the Community Services organization, primarily for 24-Hour Access services and staff costs, and 130,399 in Central Administration, primarily for expenses related to the DSO transfer.

The original ASD budget was based on planning allocations issued in Spring of 1996. Senior and Disabled Services Division of the State of Oregon issued final allocations of funds in April of the current fiscal year.

Financial Impact:

These funds are generally of an ongoing basis. It is estimated about \$200,000 of them are one-time only revenues from carryover from the prior fiscal year. These revenues are used for one-time only expense, including replacement of office furniture and DSO transfer related expenses.

Legal Issues: None.

ASD-9701z

Controversial Issues: None.

Link to Current County Policies: Expenditures are recommended by ASD managers, and are determined through group processes. The focus of additional funding is support of staff and services to clients. In addition, expenses have been incurred due to the DSO planning process, and through some training related to quality endeavors.

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget processes.

Other Government Participation: Funds, including Federal funds, are allocated from the State of Oregon.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 26, 1997

(Date)

DEPARTMENT: AGING SERVICES DEPARTMENTCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnellSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9702 adds \$77,891 in Federal Title III-B (Older American Act funds) from the revised allocation from the State of Oregon.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[N/A] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9702 adds funds for expenditures for ethnic outreach services, and potential construction costs for the East Portland community center's senior section.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org 1751, Community Access Services, by \$66,891 Title III-B Funds
- o Increase Org 1810, Ethnic Services, by \$11,000 in Title III-B Funds

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 JUN 18 PM 4:24

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____) \$ _____

(Specify Fund)

(Date)

After this modification \$ _____

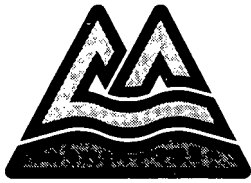
<u>Kathy Gillette</u> Originated By <u>Cheryl Day</u> Finance/Budget <u>Deborah C. Boast</u> Board Approval	<u>June 16, 97</u> Date <u>6-18-97</u> Date <u>6/26/97</u> Date	<u>James D. McConnell</u> Department Manager Employee Relations	<u>6-17-97</u> Date Date
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AGING SERVICES DEPARTMENT BUDGET MODIFICATION ASD 9702

Older American Act changes to ASD budget

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1996-97

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1751			6060			66,350		Pass-through
		156	011	1751			7100			541	66,891	Indirect TOTAL, ORG 1751
		156	011	1751			2064			66,891	66,891	Title IIIB TOTAL, ORG 1751
		156	011	1810			6060			11,000	11,000	Pass-through TOTAL, ORG 1810
		156	011	1810			2064			11,000	11,000	Title IIIB TOTAL, ORG 1810
REVENUE SHIFTS ONLY - NO NET CHANGE												
		156	011	1710			2064			(4,814)		Title IIIB
		156	011	1710			2065			(12,601)		Title IIIC-1
		156	011	1710			2609			17,415		Title XIX
											0	TOTAL, ORG 1710
TOTAL PAGE CHANGES									155,782			



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES

AGING SERVICES DIVISION
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BOARD OF COUNTY COMMISSIONERS

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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director
Aging Services Department

DATE: June 13, 1997

SUBJECT: ASD Budget Modification #ASD-9702: Addition of Federal Older American Act funds from changes to the State of Oregon allocation

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification #ASD-9702.

Background/Analysis: Budget Modification #ASD-9702 adds \$77,891 in Federal Older American Act funds. These funds will be used for ethnic services and senior center costs. Senior Center costs include the potential partnership with the City of Portland at the East Portland community center.

Financial Impact:

These funds are generally of an ongoing basis. It is estimated about \$50,000 of them are one-time only revenues from carryover from the prior fiscal year. These revenues will be used for one-time only expenses.

Legal Issues: Work continues on the agreement with City of Portland on the new community center. The agreement must be finalized before funds can be committed to this project.

ASD-9702z

Controversial Issues: None.

Link to Current County Policies: ASD works with ethnic minority organizations to increase access to services for ethnic seniors. ASD also works to co-locate sites with other partners where possible.

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget processes.

Other Government Participation: Funds, including Federal funds, are allocated from the State of Oregon.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 26, 1997

(Date)

DEPARTMENT: AGING SERVICES DEPARTMENTCONTACT: Kathy GilletteTELEPHONE: 248-3620*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnellSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9703 adds \$20,614 in Federal Title XIX (Medicaid funds).

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

[N/A] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9703 adds funds for moving and remodeling costs for the Adult care Home program to move to ASD's Southeast branch.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org 1980, Adult Care Home Program, by \$20,284 in Title XIX Funds
- o Increase Org 1706, Acct. Transactions, by \$331 in Title XIX funds for indirect costs.

97 JUN 18 PM 4:24
 BOARD OF
 COUNTY COMMISSIONERS
 CLATSOP COUNTY
 OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

 _____ Contingency before this modification (as of _____)
 (Specify Fund) (Date)

After this modification \$ _____

<u>Kathy Gillette</u> Originated By <u>Chris Jay</u> Finance/Budget <u>Deborah Coates</u> Board Approval	<u>June 16, 1997</u> Date <u>6-18-97</u> Date <u>6/18/97</u> Date	<u>Jim McConnell</u> Department Manager <u>June 17, 1997</u> Date Employee Relations Date
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AGING SERVICES DEPARTMENT BUDGET MODIFICATION ASD 9703

Adult Care Home Fee and Medicaid changes

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1996-97

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		100	011	1980			7400		20,134		20,134	Building Managment TOTAL, ORG 1980
		100	011	1980			6602		20,284			Fed/State Svc. Reimb.
		100	011	1980			7601		(150)		20,134	County General Funds TOTAL, ORG 1980
		156	011	1706			6050		149			Supplement
		156	011	1706			7100		331			Indirect
		156	011	1706			7500		20,284		20,764	Other Internal Charges TOTAL, ORG 1706
		156	011	1706			2609		20,614			Title XIX Revenues
		156	011	1706			7601		150		20,764	County General Funds - Indirect TOTAL, ORG 1706
							7400		20,134		20,134	Serv. Reimb./Facilities TOTAL SERV. REIMB.
							6602		20,134		20,134	Serv. Reimb./Facilities TOTAL SERV. REIMB.
TOTAL PAGE CHANGES										122,064		



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
AGING SERVICES DIVISION
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421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, County Chair

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

DATE: June 13, 1997

SUBJECT: ASD Budget Modification #ASD-9703: Increase of Federal Title XIX funds

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Budget Modification #ASD-9703.

Background/Analysis: Budget Modification #ASD-9703 adds \$20,614 in Federal Title XIX funds. These funds will be used for remodeling and moving costs for the Adult Care Home program, which will move to vacant space in the ASD Southeast branch. This will enable the ACH program to better serve Foster Care Home operators, who are generally located on Portland's east side.

By moving the Adult Care Home program to the Southeast Branch, ASD also fills space it would be responsible to pay for, and frees space in the Mead building for incoming DSO staff.

Financial Impact:

These funds are one-time only funds available because of the end of the biennium.

Legal Issues: None.

Controversial Issues: None.

Link to Current County Policies: ASD works with customer groups to provide accessible services, including providers of care, such as Adult Care Home providers.

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget processes.

Other Government Participation: Funds, including Federal funds, are allocated from the State of Oregon.

ASD-9703z

MEETING DATE: JUN 26 1997

AGENDA NO: R19

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with City of Portland for 1996 flood-related public works projects.

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community & Family Services

DIVISION: _____

CONTACT: Iris Bell/Cecile Pitts

TELEPHONE: 248-3044

BLDG/ROOM: B166/5th

PERSON(S) MAKING PRESENTATION: Iris Bell/Cecile Piitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

On October 4, 1996 Multnomah County received a grant for \$2,616,787 in Supplemental Community Development Block Grant (CDBG) funds. The County was made grantee on behalf of the CDBG jurisdictions of Gresham, Portland and the balance of Multnomah County, including the small cities of Fairview, Wood Village and Troutdale. The grant was part of an omnibus appropriations act Public Law 104-134 which included \$50 million in contingent supplemental appropriation to the CDBG program for use in recovery from the Presidentially declared flood disasters which occurred in February, 1996. Portland will conduct two projects to repair property or flood damaged areas.

6/30/97 ORIGINALS to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lolenz Poelme

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
97 JUN 13 PM 2:50



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr., Director *Lorenzo Poe Jr.*
Department of Community and Family Services

DATE: June 1, 1997

SUBJECT: Intergovernmental Agreement with City of Portland

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached contract with the City of Portland, upon execution through September 30, 1999.

II. Background/Analysis: The Department of Community and Family Services proposes with this contract to fund budgets and scope of work for two 1996 flood-related projects involving property acquisition, removal of structures from floodways and slope stabilization.

III. Financial Impact: This agreement provides \$1,719,400 in Supplemental Community Development Block Grant funds to the project.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This public works project is consistent with the Multnomah County Benchmark on increasing government per capita spending in this area. The project is also consistent with funding policies developed through the Policy Advisory Board of the Community Development Program for FY 1996-97.

VII. Citizen Participation: There is no requirement for citizen participation.

VIII. Other Government Participation: Funds come from the federal government and will be contracted with the City of Portland.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract #103847

Amendment #0

Prior-Approved Contract Boilerplate: XX Attached; _ Not Attached

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-19</u> DATE <u>6/26/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Community & Family Services

Division _____

Date: June 2, 1997

Administrative Contact: Lynn Ervins

Phone: 248-3691 ext 26644

Bldg/Room 166/7th

Description of Contract: 1996 Supplemental CDBG Flood Relief Grant

RFP/BID #: Supplemental CDBG Application

Date of RFP/BID: 2/97

Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ JMBE ☐ JWBE ☐ JQRF

<p>Contractor Name: City of Portland</p> <p>Mailing Address: 1120 SW 5th, Room 1302 Portland, OR 97204</p> <p>Phone: (503) 823-5476</p> <p>Employer ID# or SS#: 93-6002236</p> <p>Effective Date: June 2, 1997</p> <p>Termination Date: September 30, 1999</p> <p>Original Contract Amount: \$ Requirements</p> <p>Total Amt of Previous Amendments: \$</p> <p>Amount of Amendment: \$</p> <p>Total Amount of Agreement: \$ Requirements</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>859,700. Per year</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>859,700. Per year</u>		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30																
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>859,700. Per year</u>																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez*

Date: 6/12/97

Purchasing Director: _____

Date: _____

(Class II Contracts Only)

County Counsel: *Katie Gault*

Date: 6/13/97

County Chair/Sheriff: *Wally Dean*

Date: 6/26/97

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 00071				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONT97\IGAPORT.

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : CITY OF PORTLAND CDBG FLOOD GRANT

Page 1 of 1
6/11/97

Vendor Code : 00045

Fiscal Year : 97/98

Numeric Amendment : 00

Contract Number : 103847

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1210	H52I	6060	9419F	CD HUD CDBG Flood CD Balch Creek Project	Requirements		Requirement	\$187,500.00
52	156	010	1210	H52J	6060	9419F	CD HUD CDBG Flood CD Johnson Creek Floodway	Requirements		Requirement	\$1,509,904.00
TOTAL								\$0.00	\$0.00	\$0.00	\$1,697,404.00

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : CITY OF PORTLAND

Page 1 of 1
6/11/97

Vendor Code : 00045

Fiscal Year : 96/97

Numeric Amendment : 00

Contract Number : 103847

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1210	H52I	6060	9419F	CD HUD CDBG Flood CD Balch Creek Project	Requirements		Requirement	\$12,500.00
52	156	010	1210	H52J	6060	9419F	CD HUD CDBG Flood CD Johnson Creek Floodway	Requirements		Requirement	\$9,496.00
TOTAL								\$0.00	\$0.00	\$0.00	\$21,996.00

PART A. INTERGOVERNMENTAL AGREEMENT

#103847

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Community and Family Services Division, hereafter called COUNTY, and The

City of Portland
1120 SW 5th Avenue, Room 1302
Portland, OR 97204
(503) 823-5476

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services in accordance with the CONTRACTOR'S Supplemental CDBG Flood Relief Application dated 4/15/97 which was submitted to Multnomah County's CDBG Program.

Portland will conduct two projects to repair property or flood damaged areas: (1) Property acquisition and removal of structures from Johnson Creek floodway and (2) Property acquisition, removal of structures and slide hazard mitigation adjacent to Macleay Park and Balch Creek area. (A detailed description of project activities is included as EXHIBIT B to this IGA.)

2. **COMPENSATION.** COUNTY will pay CONTRACTOR up to \$1,719,400.00, as follows:

Per invoice submitted monthly, for expenditures for project as defined by documents referenced in #1, above.

3. **TERM.** The CONTRACTOR'S services will begin June 2, 1997 and terminate when completed but no later than September 30, 1999.

4. **CONTRACT DOCUMENTS.** This Contract consists of this document, Part A. Intergovernmental Agreement, Part B. Conditions of Contract, PART C. General Program Conditions: Community Development Program, PART D. Program Waivers Supplemental CDBG Funds, Exhibit A (workers compensation), and EXHIBIT B (Flood Relief Applications).

MULTNOMAH COUNTY, OREGON

City of Portland

BY Lorenzo T. Poe, Jr. 6/12/97
Lorenzo T. Poe, Jr., Director Date
Department of Community & Family Services

BY _____
TITLE Date

BY Beverly Stein 6/26/97
Beverly Stein, Date
Multnomah County Chair

BY _____
TITLE Date

REVIEWED:

SANDRA DUFFY, Acting County Counsel
for Multnomah County, Oregon

By Katie Scott 6/13/97
Assistant County Counsel Date

APPROVED AS TO FORM:

CONTRACTOR ATTORNEY (If Applicable)

By _____
Date

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # R-19 DATE 6/26/97

DEB BOGSTAD

BOARD CLERK

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : CITY OF PORTLAND CDBG FLOOD GRANT	Vendor Code: 00045
Contractor Address : 1120 SW 5TH, RM 1302 PORTLAND OR 97204	
Telephone : 823-5476	Fiscal Year : 97/98
Federal ID # : 93-6002236	

Program Office Name : DCAD CD Housing Development & Rehab

Service Element Name : CD Balch Creek Project (H52I)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	9/30/99	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

Service Element Name : CD Johnson Creek Floodway (H52J)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	9/30/99	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : CITY OF PORTLAND	Vendor Code: 00045
Contractor Address : 1120 SW 5TH, ROOM 1302 PORTLAND OR 97204	
Telephone : 823-5476	Fiscal Year : 96/97
Federal ID # : 93-6002236	

Program Office Name : OCAD CD Housing Development & Rehab

Service Element Name : CD Balch Creek Project (H52I)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	6/2/97	6/30/97	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

Service Element Name : CD Johnson Creek Floodway (H52J)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	6/2/97	6/30/98	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

MULTNOMAH COUNTY CONTRACT NO. #103847
PART B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY," and City of Portland, herein "CONTRACTOR," is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR City is a tax-exempt municipal corporation and not subject to local taxes or fees for services under this agreement.
3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.
4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
5. **WORKER'S COMPENSATION INSURANCE.** City of Portland shall maintain worker's compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
6. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and Oregon Constitution, both parties shall hold harmless, defend, and indemnify each others' officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against them arising from work under this agreement.
7. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.
8. **NONDISCRIMINATION.** CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

9. **EARLY TERMINATION.**

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

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

10. **FINAL PAYMENT.**

All final requests for payment must be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

PART C. PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES

1. Funds

CONTRACTOR shall use funds awarded under this contract in a manner consistent with the overall purpose of the Housing and Community Development Act of 1974, as amended, including the national objectives requirements of section 104 (b) (3) of such Act.

2. Client Eligibility

Activities under the contract can benefit low-, moderate- or median- income persons. Low-income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective December 31, 1996 is \$46,300 for a family of four.

3. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing & Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

4. Fiscal Requirements

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by the COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

5. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(I) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expirations shall be repaid to the COUNTY.

6. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to the Department of Housing & Urban Development regulations. In the event the CONTRACTOR fails to maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

PART D. PROGRAM WAIVERS SUPPLEMENTAL CDBG FUNDS

Contract conditions applicable to the federal Community Development Block Program (24 CFR 570) are applicable. General CDBG regulations governing this contract are detailed in Part C of this contract. However, many of these general contract conditions are waived under the CDBG Supplemental Appropriations under Public Law 104-134 for Recovery From Recent Presidentially Declared Flood Disasters. Waivers from 24 CFR 570 are detailed below:

1. Prohibitions on New Housing Construction

New housing can be constructed for individuals whose homes were damaged in the February, 1996 flood. Supplemental CDBG funds can be used when the Federal Emergency Management Agency (FEMA) has not paid for the project or has paid only partial costs. Supplemental CDBG funds can be used as match in projects, but cannot be used in place of FEMA funds.

2. Restrictions on Repair or Reconstruction of Government Buildings

Buildings used for the general conduct of government can be repaired and reconstructed with these funds, where costs are not covered by FEMA.

3. Homeownership Downpayments

There are no downpayment percentage limitations on the direct homeownership assistance for low or moderate income homebuyers. CDBG funds typically limit downpayment assistance to 50% of the amount.

4. Acquisition and Relocation Requirements (All Waived):

- One-for-one replace requirements at 42 U.S.C. 5034(d)(2) and 24 CFR 570.606(c)(1) for the CDBG entitlement communities, for low and moderate income dwelling units (1) damaged by the disaster, (2) for which CDBG funds are used for demolition, and (3) which are not suitable for rehabilitation.
- Relocation requirements at 42 U.S.C. 5304(d)(2)(iii) and (iv) and 24 CFR 570.606(c)(2) for entitlement grantees in order to permit a grantee to meet all or part of its obligations to provide relocation benefits to displaced persons under sections 204 and 205 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et. seq)(URA). The statutory requirements are also applicable to the administration of FEMA's assistance, and disparities in rental assistance payments for activities funds by HUD and that agency will thus be eliminated.
- Requirements of Sections 203, 204, 205 and 206 of the URA, 42 U.S.C. 5304(d)(2), 49 CFR Part 24, and 24 CFR 606(c)(3)(I), for CDBG entitlement communities, and 570.488(c)(3)(I), for the State CDBG program, to the extent that they require displaced tenant-occupants to be provided opportunities to rent comparable replacement housing, provided that such tenants are provided opportunities to rent suitable, decent, safe and sanitary replacement housing available at a rent and estimated cost for utilities that does not exceed 30 percent of household income.

- Requirements at 49 CFR 24.2(d)(8)(ii), 24.402(b)(2) and 24.404, to the extent that they require grantees to provide URA financial assistance sufficient to reduce the displaced person's post-displacement rent/utility cost to 30 percent of household income.
- Requirements of Sections 204 and 205 of the URA, and 49 CFR Part 24, to the extent necessary to permit a grantee to meet all or a portion of a grantee's replacement housing financial assistance to obligation to a displaced renter who elects to relocate to rental housing through a tenant-based rental assistance (TBRA) housing program subsidy (e.g., Section 8 rental voucher or certificate) provided that the renter is also provided referrals to suitable, available rental replacement dwellings where the owner is willing to participate in the TBRA program, the payment formula reduces required rent and estimated utility costs to 30 percent of household income, and the period of authorized assistance is at least 42 months.
- Requirements of Section 202(b) of the URA and 49 CFR 24.302, to the extent that they require a grantee to offer a person displaced from a dwelling unit the option to receive a "moving expense and dislocation allowance" based on the current schedule of allowances prepared by the Federal Highway Administration, provided that the grantee establishes and offers the person a moving expense and dislocation allowance under a schedule of allowances that are reasonable for the jurisdiction and take into account the number of rooms in the displacement dwelling, whether the person owns and must move the furniture, and, at a minimum, the kinds of expenses described in 40 CFR 24.303(a)(1).
- Requirements of Section 414 of the Stafford Disaster Relief and Emergency Assistance Act (42 USE 5181) so that Uniform Relocation Act provisions do not apply when a family displaced by the disaster is assisted.

EXHIBIT A: Workers Compensation Certificate



CITY OF

PORTLAND, OREGON

OFFICE OF FINANCE AND ADMINISTRATION
BUREAU OF RISK MANAGEMENT

1211 S.W. Fifth, Room 1150
Portland, Oregon 97204-3711
(503) 823-5101
FAX: (503) 823-6120
TDD: (503) 823-6868

STATEMENT OF INSURANCE

The City of Portland, Oregon, has established an insurance fund and is self-insured for third party Bodily Injury, Personal Injury and Property Damage claims arising from all operations of the City of Portland. Coverage and Limits are per ORS 30.270, 30.275, and 30.285. As

of June 1994, limits are:

Bodily Injury:	\$100,000 per occurrence
	\$500,000 as aggregate

Property Damage: \$50,000



Risk Manager
Fred Cuthbertson

April 29, 1997

Date

Issued to: Multnomah County

EXHIBIT B: Completed Supplemental CDBG Application

MULTNOMAH COUNTY CDBG PROJECT

Grant No. B-96-UR-41-0003 DISASTER RELIEF

1. **TITLE:** Johnson Creek Floodway
Hazard Mitigation Program

FOR STAFF USE ONLY:

Project No. _____

Date Received _____

Meets Urgent Need _____

2. **PROJECT SPONSOR:**

Name: City of Portland

Contact: Judith Rees

Address: Portland Parks & Recreation

1120 SW 5th, Room 1302

Portland, Oregon 97204

Phone: (503) 823-5476

FAX: (503) 823-6007

Signature _____

Title: Greenspaces Program Manager

Alternate: Ivy Frances

Address: Bureau of Environmental Services

1120 SW 5th, Suite 400

Portland OR 97204

Phone: (503) 823-5326

FAX: (503) 823-6995

Signature _____

Title: Johnson Creek Watershed Manager

3. **DESCRIPTION OF PROJECT LOCATION:**

Within the City of Portland, three areas along Johnson Creek (Lower Powell Butte, Lents and Tideman-Johnson) have been targeted where flooding has caused repeated damage to structures. Within each of these target areas, the floodway has been defined and structures within it identified (see attached maps labeled Exhibit A, B & C). Of these, Lents will be the primary target area for the CDBG funds because it is an economically disadvantaged community, has the greatest number of structures in the floodway and suffers the majority of damage.

4. PROJECT PERIOD:

Start: April 1997

End: September 1999

5. PROJECT COST

Total CDBG dollars to be utilized	\$1,519,400
Total value of all other resources for project	<u>\$1,940,000</u>
PROJECT TOTAL	\$3,459,400

6. PROBLEM STATEMENT:

Since the 1964 flood, the worst on record for Johnson Creek, damaging floods have occurred at least nine times in the Johnson Creek watershed. The three target areas have suffered repeated damage with each major flood. Of the three areas, Lents is the most prone to repetitive flooding. The survey conducted for flood damage resulting from the February 1996 flood confirms this. Approximately 90% of the damage in the upper watershed occurred in the Lents target area. Businesses and private properties in the Lents area incurred over \$400,000 worth in damage, parks \$50,000 and utilities \$30,000. The cost of emergency services for the Lents area was approximately \$4,000. At the height of the flood, water covered over 70 acres of land in the Lents area that is otherwise dry during normal high flow periods.

Although new buildings cannot be built in the floodway, the three target areas contain 72 existing residential and business structures. The public health and safety of residents and business owners was endangered due to the extent of the February 1996 flood and current circumstances continue to pose a threat to their health and safety. Flood waters impair the ability of emergency vehicles to reach houses and businesses. Large debris threatens structures within the floodway, such as buildings, bridges and roadways. In addition to damages to private and public property, the health and safety of citizens is of concern when flood waters inundate inhabited areas. Increased rates of sewer overflow, basement flooding and sewer backup endangers public health. Gasoline and other toxic substances in the flood residue continue to be a health threat during the clean-up process.

Flooding in Johnson Creek is a natural repetitive phenomenon which will continue to occur with damaging consequences for both businesses and residents located in the floodway. It is anticipated that with increasing development of impervious surfaces within the watershed, flooding will occur more frequently and with more severe consequences. This is consistent with results of the most recent flood in

November 1996 which was more devastating to the middle watershed than the February 1996 flood. Many properties were inundated to a greater depth than in any previous flood of record.

Purchasing land and structures within the floodway will reduce future flood losses and the threat to health and safety of residents and business owners. This project is intended to alleviate the existing threat to as many residents and businesses as possible. The City will use the lands to restore and enhance the functions of the floodway which will, in turn, lessen damage potential. In order to address this significant health and safety problem, the City is pursuing funding from multiple sources.

7. FEMA or SBA SUBSIDY:

The City of Portland submitted an application for FEMA monies from the Oregon Emergency Management Hazard Mitigation Grant Program (HMGP) in November 1996 for the same three target areas along Johnson Creek. The application requested \$375,000 in funding and requires a match of \$125,000. The application was the top priority of five the City submitted. A meeting of the HMGP Grant Review Board was held on January 28, 1997 at which time the application was given a preliminary approval. Currently, the City is providing additional materials requested by HMGP in order to complete NEPA requirements.

8. PROJECT DESCRIPTION:

A. Project Activities:

This project will acquire properties with structures that are located in the floodway from "willing sellers," remove the structures from the floodway, moving them if possible, and reuse the lands for temporary, passive storage of floodwater and as open space. In the long term, the intent is to have the floodway function as it did prior to settlement when flood waters overflowed creek banks and harmlessly inundated the surrounding land.

Within the three target areas, there are 72 properties with structures that are located within the floodway; 40 of them are located within the Lents target area. Based on past experience, City staff estimates that approximately 16 properties could be acquired, and their structures relocated, using the CDBG funds.

B. Use of CDBG Funds:

The CDBG funds will be used to acquire properties within the Johnson Creek floodway.

Task 1: Prioritization & Outreach:

Since it is unlikely the City can obtain the \$6.3 million needed to acquire all of the properties in the floodway initially, staff is prioritizing the properties according to the following criteria:

- a. Properties with structures located within the floodway;
- b. Properties with potential for passive storage;
- c. Properties that possess associated water quality benefits, such as stream shade, bank stabilization, water sources, wetlands and wildlife habitat; and
- d. Properties adjacent to Johnson Creek or to properties already in public ownership.

As soon as funds are secured for the program, all property owners of priority properties will be contacted to determine if they are "willing sellers". An initial estimate of the value of these properties will be completed and a budget prepared to determine the number of "willing seller" properties the City can acquire.

Task 2: Compliance with Federal Regulations:

This project will comply with federal regulations for use of both FEMA and CDBG funds.

- a. **Environmental Concerns:** In the process of completing the application for FEMA funds, NEPA regulations were reviewed. Based on that review, there are three potential environmental concerns: wetlands, historical/cultural resources and hazardous materials. Appropriate and necessary compliance with NEPA regulations will be undertaken, see Exhibit D for an analysis of these environmental concerns.
- b. **Relocation:** Based on a preliminary review of the proposed project, it appears that the project qualifies for an exemption from federal and state requirements for relocation. Staff will confirm its relocation procedures with HUD prior to implementation of the project.

Task 3: Negotiation and Investigation:

After compliance with federal regulations, the City will begin negotiations with "willing sellers" and enter into an agreement for purchase of the property. After an agreement is signed, due diligence activities will be completed, including a Level-I Environmental Site Assessment to reveal any hazardous conditions, an

appraisal to determine its pre-flood market value, a title report to determine any encumbrances, and a site inspection which will investigate wetland conditions and the historic potential of existing structures.

Task 4: Completion of Sale:

Based on due diligence activities, the purchase price will be amended so that it is consistent with the fair market value of the property prior to the disaster. City staff will present an ordinance to City Council authorizing acquisition of the property. The public acquisition process and sale will then be completed.

C. Identification of CDBG Funds:

The City of Portland has received several Federal grants and City staff is thoroughly familiar with Federal grant accounting and auditing procedures. The City establishes a separate account code for each grant so that expenditures can be tracked for each individual grant.

9. BUDGET SUMMARY:

The following sources of funding have been identified and/or committed for acquisition of properties in the Johnson Creek floodway (see Table A):

- a. Portland Parks & Recreation has allocated \$1 million of its Local Share monies from the Metro Greenspaces Bond Measure to acquisitions along Johnson Creek;
- b. Bureau of Environmental Services is currently budgeting \$565,000 for acquisition of properties within the three target areas in FY 1997-98; and
- c. An application for \$375,000 in funding from FEMA, the maximum allowed by State HMGP application guidelines, is currently being reviewed by the HMPG Grant Review Board.

These various funding sources in addition to the CDBG funds amount to \$3.46 million.

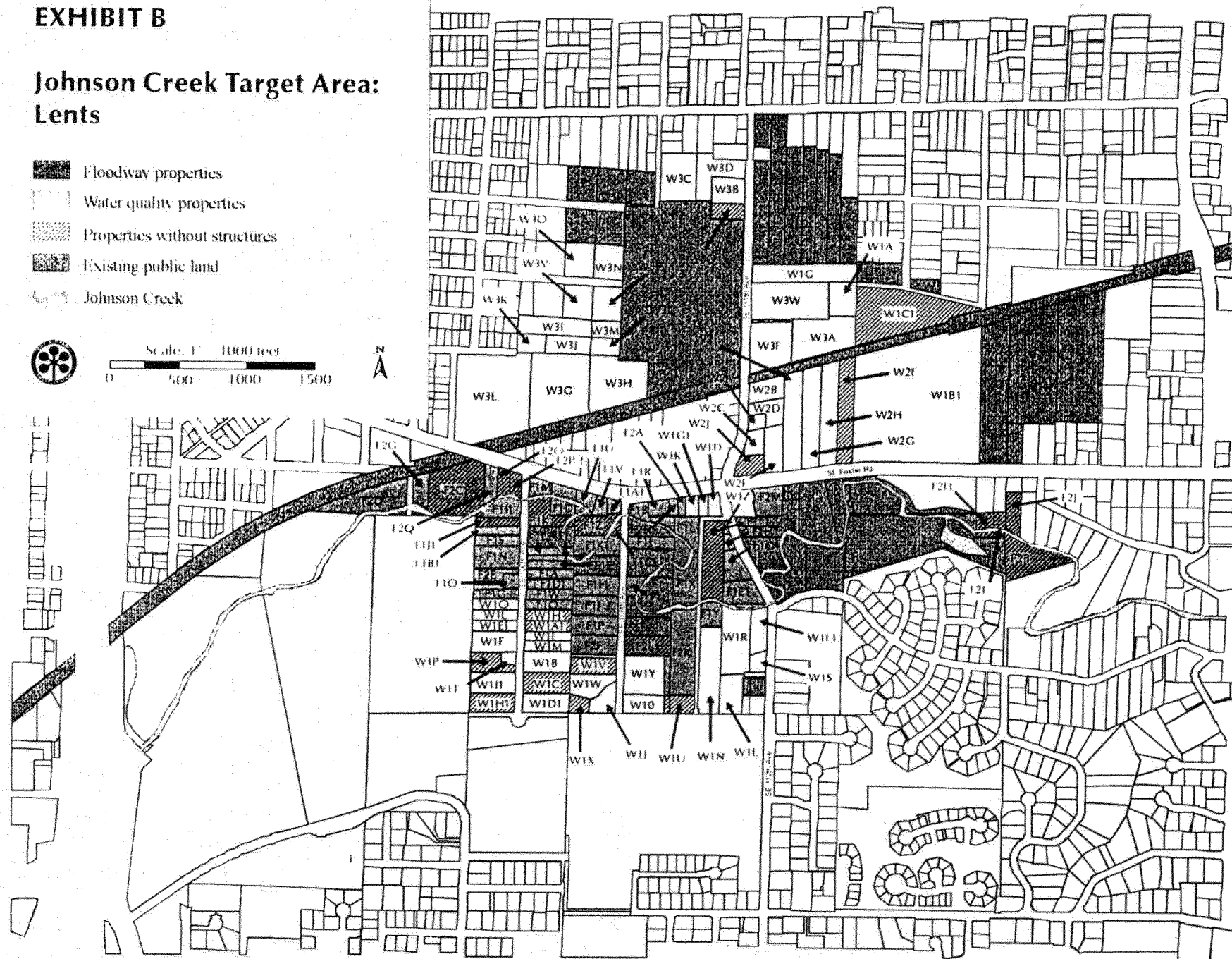
Preliminary estimates of acquisition costs based on Multnomah County tax assessments exceed \$6.3 million for the 72 properties with structures within the floodway. Although current funding sources will allow acquisition of only a limited number of the properties within the floodway, it is anticipated that additional City funds and funds from other sources will be available in future years to complete the project.

TABLE A: BUDGET SUMMARY

BUDGET CATEGORIES	Total Project Cost	CDBG Funding	OTHER COMMITTED SOURCES OF FUNDS					
			Federal (FEMA)	State	Local (BES)	County	In-Kind	Other (26-26)
Personnel Services	\$98,250	\$38,000	\$8,750		\$27,500			\$24,000
Office Supplies	\$250							\$250
Operating Supplies								
Communications	\$750							\$750
Travel & Training								
Legal & Public Notices								
Professional Services	\$182,250	\$76,000	\$18,750		\$37,500			\$50,000
Construction Contracts								
Capital Outlay								
Property Acquisition	\$3,089,250	\$1,367,400	\$337,500		\$483,750			\$900,000
Relocation Expenses								
Appraisal Fees	\$89,250	\$38,000	\$10,000		\$16,250			\$25,000
Other								
TOTAL PROJECT	\$3,460,000	\$1,519,400	\$375,000		\$565,000			\$1,000,000



Johnson Creek Target Area: Lents



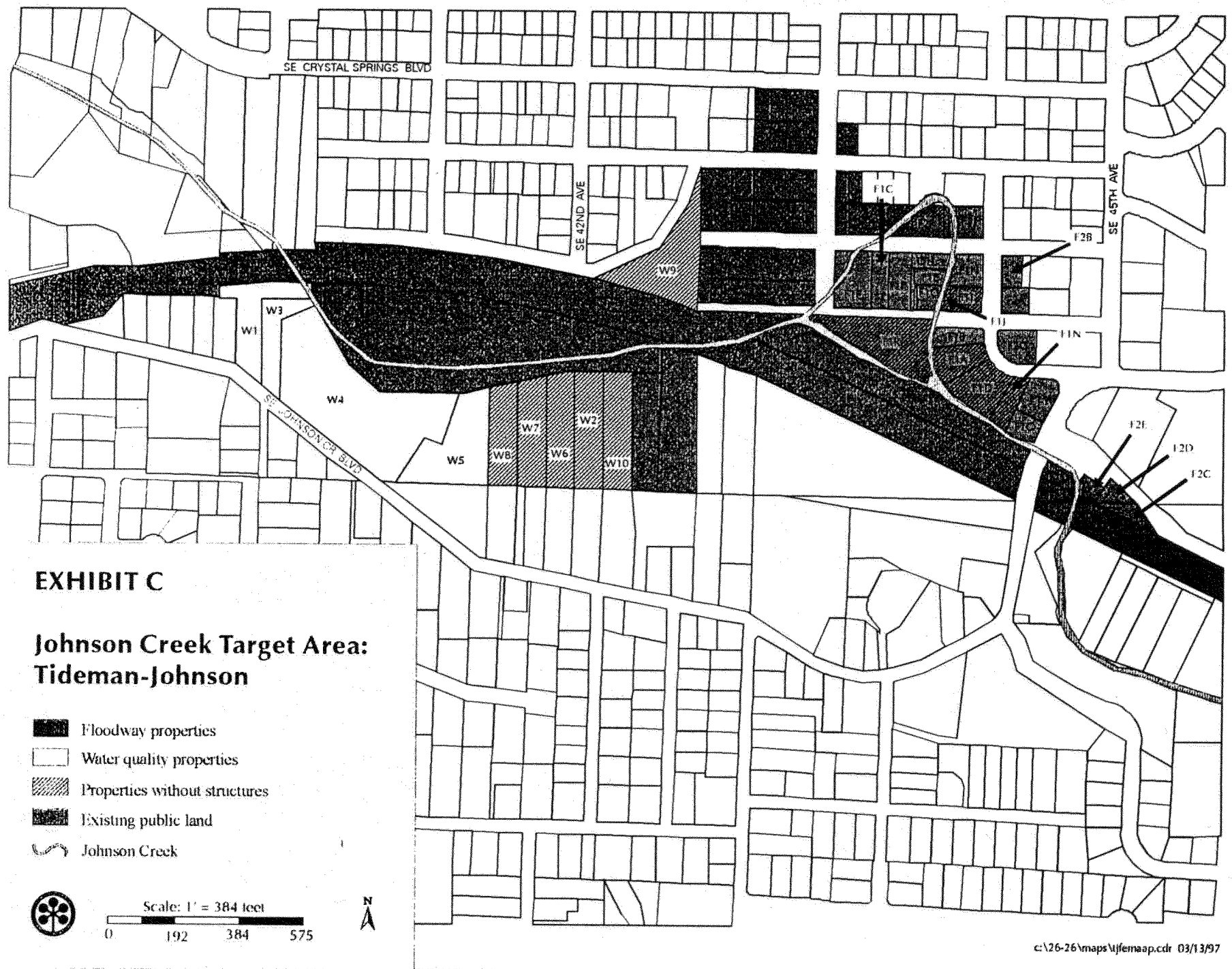


EXHIBIT D:

COMPLIANCE WITH FEDERAL REGULATIONS: ENVIRONMENTAL CONCERNS

1. **Wetlands:** Some of the properties may be located in wetlands identified on U. S. Fish & Wildlife National Wetland Inventory maps. If properties with wetlands are acquired, all project activities will meet or exceed federal, state, and local regulations and obtain all required permits. This project will not fill in any wetlands; in some cases, historic wetlands may be reclaimed.
2. **Historical/Cultural Resources:** This project could potentially adversely affect historical and cultural resources. To guard against this, a list of and information on all properties that might be acquired will be sent to the Oregon State Historic Preservation Office (SHPO) for review to determine whether any of them contain identified historical or cultural resources or are considered eligible for listing on the National Register of Historic Places. If a property is identified as being listed or eligible for listing on the National Register, the City will consult with the SHPO as to the appropriate action. It is anticipated that these may include:
 - a. Not acquiring the property;
 - b. Acquiring the property and moving the structure to a site outside the floodway; or
 - c. Acquiring the property and engaging in other actions recommended by SHPO as a way of mitigating the adverse effect of demolition of the structure.

It is not anticipated that any ground disturbing activities that would affect archeological sites will be undertaken as a part of this project. However, if an archeological site is found during the process of demolition, demolition activities will be halted and the SHPO called for consultation before proceeding.

3. **Hazardous Materials:**
 - a. **Underground Tanks/Hazardous Building Materials:** Before any property is purchased, the City will conduct a Level-I Environmental Site Assessment of the property and its existing structures. If dangerous or potentially dangerous substances are found, those substances will be properly removed, disposed and/or decommissioned according to state and federal DEQ standards prior to purchase of the property.
 - b. **Hazardous Waste Sites:** Before any property is purchased, the City will conduct a Level-I Environmental Site Assessment of the property and existing structures. If a hazardous waste site is discovered, an assessment will be conducted to determine if acquisition is appropriate and the project can be implemented without increasing the problem. All clean-up activities will meet or exceed federal, state and local standards and be undertaken prior to acquisition.

MULTNOMAH COUNTY CDBG PROJECT

Grant No. B-96-UR-41-0003 DISASTER RELIEF

(Submit original and one copy)

1. TITLE: Landslide Acquisition/Open
Space

2. PROJECT SPONSOR:

Name Portland Parks & Recreation

Address 1120 SW 5th Ave., Rm 1302

Portland, Oregon 97204

Contact Person Jim Sjulín

Phone 503-823-5122

Fax 503-823-6007

Signature

Title Natural Resources Program Coordinator

FOR STAFF USE ONLY:

Project No. _____

Date Received _____

Meets Urgent Need _____

3. Describe the project location. Attach a map which identifies the site(s) that will be involved with CDBG project activities. Label map as Exhibit A.

The location for the Landslide Acquisition/Open Space Project is adjacent to the Lower Macleay Park portion of Forest Park. This area is also part of the watershed for Balch Creek. The attached Exhibit A shows the location of the slides.

4. PROJECT PERIOD:

Start (mo/yr) April 1997

End (mo/yr) December 1998

5. PROJECT COST

Total CDBG dollars to be utilized \$ 200,000

Total value of all other resources
for project

\$ 375,000 FEMA

(Subject to approval

125,000 City

(subj. to Council app)

PROJECT TOTAL

\$ 700,000

6. PROBLEM STATEMENT:

Describe the extent or severity of damage, including any health and safety concerns which may have developed as a direct result. If possible, provide an estimate of the lineal feet of washed out roads, water, sewer lines damaged, number of homes, residents, or businesses affected by the damage(s). **NOTE:** Description must include explanation of new activities and meet the CDBG "urgent need" criteria, and be directly attributable to damage sustained commencing on February 4, 1996.

Over 30 million dollars in damage from landslides occurred due to the February 1996 storms. Damage was sustained by a wide variety of public and private facilities including roads, structures, park open spaces and amenities, and streams. Many failures occurred in cut slopes where water was inadvertently concentrated on the slopes from broken gutters, landscaping features, patios and driveways. In some areas the slides were caused by natural springs.

Over 37 parks or recreation facilities were damaged in Portland. Turf areas and plantings were heavily damaged by flood inundation. Landslides contributed to structure damage, erosion of river and stream banks, slippage and loss of open space and roadway damage. Significant repairs have been accomplished through collaborative efforts of the Bureau of Parks and Recreation, the Bureau of Environmental Services, the Bureau of Buildings, FEMA, the Natural Resource Conservation Service, and local property owners. However, some slide damage remains which threatens park resources and streams.

The proposed project is one of the critical remaining slide damage areas adjacent to a City park that has not been resolved. The slide occurred on slopes above Balch Creek in the Park. The slopes are owned by both the City and adjoining private property owners. Stabilization of the slide was determined to be ineligible for funding from NRCS since the slide is up slope from Balch Creek and repair to the slide is seen as a future hazard mitigation activity. It was also ineligible for additional FEMA disaster funding since no additional damage to publicly owned structures has occurred.

This proposed project would provide funding to acquire property where these slides occurred. Once acquired the slopes would be further stabilized to prevent further degradation to the Park and to Balch Creek. Methods of stabilization could include limited cutting and filling to reduce the angle of the slope, bioremediation to reduce soil loss and erosion, installation of drainage lines, redirection of drainage, and other means. Remediation options will be evaluated for both their potential for reduction of future slides, as well as to identify those that are least intrusive to the Park and the Creek.

Balch Creek is a very significant natural resource in Portland. The Balch Creek Watershed provides habitat for a diverse population of amphibians, reptiles, birds and mammals and native Cutthroat Trout. Erosion from slides threatens the trout population in particular. The City, through its Planning and Zoning regulations, has taken great pains to protect these resources. The potential for further erosion and sloughing from the slides at Macleay Park is a real threat that we cannot manage through regulation. The purchase of property and the remediation of the slide sites will serve to protect the resources and provide for long term stewardship.

7. Indicate whether you have applied for and/or received a FEMA or SBA subsidy for any of the work you are proposing to undertake to alleviate the condition described in #6. If applicable, indicate the level(s) of FEMA or SBA funds anticipated, but not yet received. Explain.

The City made an application for federal FEMA monies under the Oregon Emergency Management Hazard Mitigation Grant Program (HMGP) in November 1996. At this time we understand that the Application has been considered but that we will be asked for additional data before a final decision is made. The application was for \$375,000 to implement long-term hazard mitigation measures and acquisition in other sites in addition to Macleay Park was included. Funding is needed from both sources to accomplish the remediation at Macleay Park as well as at other park sites.

8. PROJECT DESCRIPTION:

- A. Describe how the project activities address the urgent need or how it will alleviate the condition(s) identified in the problem statement (#6, above).

This project would acquire properties with structures that have been affected by slides and that are located adjacent to Macleay Park and the Balch Creek Watershed. The acquisition would involve purchases from willing sellers, removal of structures and remediation of the slide areas. The sites would remain as open space and be annexed to the park. In the long term, the intent would be to restore to the area to pre-development conditions as much as possible. Remediation methods would be chosen that are the least intrusive to the park.

- B. How will CDBG funds be used? Describe tasks and provide a time frame for completion of the project. **NOTE:** Funds must be obligated by no later than

October 1, 1998 and fully expended by October 1, 1999.

CDBG funds would be used to purchase properties and to design and install systems for preventing further slides on the slopes above the creek.

Task

Time Frame

Task 1: Prioritization & Outreach:

As soon as funds are secured for the program, all property owners of priority properties will be contacted to determine if they are "willing sellers". An initial estimate of the value of these properties will be completed and a budget prepared to determine the number of "willing seller" properties the City can acquire.

Task 2: Compliance with Federal Regulations:

This project will comply with federal regulations for use of both FEMA and CDBG funds.

- a. Environmental Concerns: In the process of completing the application for FEMA funds, NEPA regulations were reviewed. Based on that review, there are three potential environmental concerns: wetlands, historical/cultural resources and hazardous materials. Appropriate and necessary compliance with NEPA regulations will be undertaken.
- b. Relocation: Staff will confirm its relocation procedures with HUD prior to implementation of the project. At the time of this application, structures are unoccupied due to their hazardous condition.

Task 3: Negotiation and Investigation:

After compliance with federal regulations, the City will begin negotiations with "willing sellers" and enter into an agreement for purchase of the property. After an agreement is signed, due diligence activities will be completed, including a Level-I Environmental Site Assessment to reveal any hazardous conditions, an appraisal to determine its pre-damage market value, a title report to determine any encumbrances, and a site inspection which will investigate wetland conditions and the historic potential of existing structures.

Task 4: Completion of Sale:

Based on due diligence activities, the purchase price will be amended so that it is consistent with the fair market value of the property prior to the disaster.

City staff will present an ordinance to City Council authorizing acquisition of the property. The public acquisition process and sale will then be completed.

- C. If CDBG funds will be used or co-mingled with local, state, or other federal resources (i.e., FEMA/SBA), indicate how the CDBG portion will be clearly identifiable.

The City of Portland has received several Federal grants and City staff is thoroughly familiar with Federal grant accounting and auditing procedures. The City establishes a separate account code for each grant so that expenditures can be tracked for each individual grant.

9. BUDGET SUMMARY:

On the attached form indicate total project cost, total CDBG amounts to be utilized, and the dollar value of any other committed resources.

9. BUDGET SUMMARY

BUDGET CATEGORIES	Total Project Cost	CDBG Funding	OTHER COMMITTED SOURCES OF FUNDS					
			Federal	State	Local	County	In-Kind	Other (Specify)
a) Personnel Services								
b) Office Supplies								
c) Operating Supplies								
d) Communications								
e) Travel & Training								
f) Legal & Public Notices								
g) Professional Services	80,000				80,000			
h) Construction Contracts	115,000	70,000			45,000			
i) Capital Outlay								
j) Property Acquisition	500,000	125,000	375,000					
k) Relocation Expenses								
l) Appraisal Fees	5,000	5,000						
m) Other (Specify)								
n) TOTAL PROJECT	700,000	200,000	375,000		125,000			

BUDGET NARRATIVE: (Indicate the total project cost, the portion charged to CDBG funding and the portion committed by other funding sources.)

Costs shown are estimates only. The City expects to receive geotechnical information this spring that will provide more certainty for costs related to site repair.



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
City Hall (503) 823-4047

Mailing Address:
1220 SW 5th Ave Rm 315
Portland OR 97204

Temporarily Located At:
1400 SW 5th Ave Rm 600
Portland Oregon

May 19, 1997

MEMORANDUM

To: Dennis Rochek, Financial Planning, B106/R1250

From: Dennis Harper, Legal Administrator D.

Subj: Intergovernmental Agreement

I reviewed the attached intergovernmental agreement, and it looks fine except for the following limited revisions:

a. **Section 2, INDEPENDENT CONTRACTOR STATUS.** Reword last sentence to: *"Contractor City is a tax-exempt municipal corporation and not subject to local taxes or fees for services under this agreement."*

b. **Section 6, INDEMNIFICATION.** We usually use the following language in agreements with Multnomah County:

To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, both parties shall hold harmless, defend, and indemnify each others' officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against them arising from work under this agreement.

c. **General Conditions, Page 5, Section 7, Property Interest.** This section is not applicable to the City, and can be removed.

F:\ATDENNIS.WRK\ROCHEK.WPD

An Equal Opportunity Employer
TDD (For Hearing & Speech Impaired) (503) 823-6868



1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: KATHY TINKLEPHONE: 3691* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK / KATHY TINKLESUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS#17 adjusts program budgets in the Division of Behavioral Health to reflect the most recent State Mental Health and Developmental Disabilities Services Division Intergovernmental Agreement through PAAF #96 and adjusts other revenues to reflect actual revenue agreements and projected expenditures.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[XX] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This "housekeeping" modification adjusts the department budget to reflect changes in the State Mental Health and Development Disabilities Services Division (SMHDDSD) Intergovernmental revenue agreement. The net increase to the department is \$1,082,221 and reflects changes through Plan Amendment Approval Form (PAAF) #96. The State MHDDSD intergovernmental agreement is amended several times during the fiscal year and this modification brings the County budget into line with that state agreement. Other revenue changes are: CSD \$15,520 increase for pass through services; Video Lottery \$174,446 increase for pass through services; Miscellaneous Charges/Recoveries \$2,500 funding Clinical Excellence training and indirect costs, and \$281,163 reduction the Regional Drug Initiative and elimination of 7.70 FTE's. Program changes include:

1. Division Planning & Operations adds \$2,369 for in-house sponsored Clinical Excellence training;
2. Access & Authorization pass through services reduced by \$4,239;
3. Alcohol & Drug Contracts increased by \$669,820;
4. Adult Mental Health Contracts increased by \$614,382
5. Childrens Mental Health Contracts decreased by \$7,806; and
6. Regional Drug Initiative personnel costs including premium pay are reduced by \$243,439, motor pool is reduced by \$4,500.

CGF Indirect Support is reduced by \$5,828, service reimbursement from Fed/State fund to General Fund is reduced by \$5,697, service reimbursement to Insurance Fund is reduced by \$33,224, and service reimbursement to Fleet is reduced by \$4,500.

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 97 JUN 18 PM 12:20

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase State Mental Health Grant	\$1,082,221
Increase ESGP/Ptld	\$18,456
Decrease PDX/Emerg Shelter	(\$18,456)
Increase Video Lottery	\$174,446
Decrease Regional Drug Initiative	(\$281,165)
Increase CSD	\$15,520
Increase Miscellaneous Charges/Recoveries	\$2,500
Decrease County General Fund Indirect Support	(\$5,828)
Decrease Svs Reim F/S to General Fund	(\$5,697)
Decrease Svs Reim F/S to Insurance Fund	(\$33,225)
Decrease Svs Reim F/S to Fleet Fund	(\$4,500)
TOTAL	\$944,272

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 (Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

EXPENDITURES

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

Budget Fiscal Year: 96/97

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	1610			6310			2,369		Travel & Training
		156	010	1610			7100			131		Indirect
											2,500	Org 1610 Subtotal
		156	010	1621			6060			(2,104)		Pass Through
		156	010	1621			7100			(15)		Indirect
											(2,119)	Org 1621 Subtotal
		156	010	1625			6060			(2,105)		Pass Through
		156	010	1625			7100			(15)		Indirect
											(2,120)	Org 1625 Subtotal
		156	010	1661			6060			669,820		Pass Through
		156	010	1661			7100			4,689		Indirect
											674,509	Org 1661 Subtotal
		156	010	1662			6060			614,382		Pass Through
		156	010	1662			7100			4,301		Indirect
											618,683	Org 1662 Subtotal
		156	010	1663			6060			(7,806)		Pass Through
		156	010	1663			7100			(55)		Indirect
											(7,861)	Org 1663 Subtotal
		156	010	1666			5100			(205,076)		Permanent
		156	010	1666			5400			(1,459)		Premium
		156	010	1666			5500			(36,905)		Fringe
		156	010	1666			5550			(33,225)		Insurance
		156	010	1666			7100			(14,733)		Indirect
		156	010	1666			7300			(4,500)		Motor Pool
											(295,898)	Org 1666 Subtotal
		100	010	0100			7608			(5,828)	(5,828)	Cash Transfer
		400	070	7520			6580			(33,225)	(33,225)	Insurance Fund
		100	075	9120			7700			131	131	Contingency
		401	030	5905			6230			(4,500)	(4,500)	Fleet Fund
										\$944,272	\$944,272	GRAND TOTAL

BUDGET MODIFICATION NO.

CFS#17

REVENUES

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

Budget Fiscal Year: 96/97

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1610			4900			2,500		Misc Chgs/Recoveries
											2,500	Org 1610 Subtotal
		156	010	1621			2605			(2,104)		State MHD A & D
		156	010	1621			7601			(15)		CGF Indirect
											(2,119)	Org 1621 Subtotal
		156	010	1625			2605			(2,105)		State MHD A & D
		156	010	1625			7601			(15)		CGF Indirect
											(2,120)	Org 1625 Subtotal
		156	010	1661			2117			15,520		CSD
		156	010	1661			2359			174,446		Video Lottery-Social Svcs
		156	010	1661			2605			479,854		State MHD A & D
		156	010	1661			7601			4,689		CGF Indirect
											674,509	Org 1661 Subtotal
		156	010	1662			2097			18,456		ESGF/Ptld
		156	010	1662			2100			(18,456)		PDX/E Shelter Y
		156	010	1662			2605			614,382		State MHD MHS
		156	010	1662			7601			4,301		CGF Indirect
											618,683	Org 1662 Subtotal
		156	010	1663			2605			(7,806)		State MHD MHS
		156	010	1663			7601			(55)		CGF Indirect
											(7,861)	Org 1663 Subtotal
		156	010	1666			2102			(281,165)		Regional Drug Initiative
		156	010	1666			7601			(14,733)		CGF Indirect
											(295,898)	Org 1666 Subtotal
		100	075	7410			6602			(5,697)	(5,697)	Svs Reim F/S Gen Fund
		400	070	7520			6602			(33,225)	(33,225)	Svs Reim F/S Ins Fund
		401	030	5905			6602			(4,500)	(4,500)	Svs Reim F/S Fleet Fund
										\$944,272	\$944,272	GRAND TOTAL

BUDGET MODIFICATION NO. CFS#17

5. **ANNUALIZED PERSONNEL CHANGE** (Change on a full-year basis even though this action affects only a part of the fiscal year (FY)).

FTE	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
1.50	Office Assistant 2 (6001/1666) RDI	(\$36,815)	(\$6,445)	(\$8,130)	(\$51,390)
3.20	Program Development Specialist (6021/1666) RDI	(\$116,319)	(\$20,348)	(\$19,488)	(\$156,155)
3.00	Community Liaison Specialist (6367/1666) RDI	(\$113,541)	(\$19,879)	(\$18,986)	(\$152,406)
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
7.70	TOTAL ANNUALIZED CHANGES	(\$266,675)	(\$46,672)	(\$46,604)	(\$359,951)

6. **CURRENT YEAR PERSONNEL DOLLAR CHANGE** (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

FTE	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
1.11	Office Assistant 2	RDI	(\$27,398)	(\$4,772)	(\$6,116)	(\$38,286)
2.50	Prog Dev Spec	RDI	(\$91,073)	(\$16,467)	(\$11,980)	(\$119,520)
2.30	Comm Liaison Spec	RDI	(\$86,605)	(\$15,666)	(\$15,129)	(\$117,400)
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
5.91	TOTAL CURRENT FISCAL YEAR CHANGES		(\$205,076)	(\$36,905)	(\$33,225)	(\$275,206)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 16, 1997

SUBJECT: Budget Modification CFS#17

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS#17. This modification for the Division of Behavioral Health makes adjustments to bring the budget in line with the State Mental Health and Developmental Disabilities Services Division (SMHDDSD) and adjusts other revenues to reflect actual revenue agreements and projected expenditures.

II. BACKGROUND ANALYSIS: This "housekeeping" budget modification increases the departmental budget to reflect the most current amendment to the SMHDDSD intergovernmental agreement through Plan Amendment Approval Form (PAAF) #96 and increases the department budget by \$1,082,221. CFS#17 also adjusts the departmental budget to reflect actual revenue agreements from several sources including the reduction of \$281,163 from the Regional Drug Initiative which eliminated 5.91 FTE's from the department's budget.

III. FINANCIAL IMPACT: Budget Modification CFS#17 increases the budget in the Division of Behavioral Health by a net amount of \$944,272. Division Planning & Operations adds \$2,369 for Clinical Excellence training; Access & Authorization pass through services reduced by \$4,239; Alcohol & Drug Contracts increased by \$669,820; Adult Mental Health Contracts increased by \$614,382; Children's Mental Health Contracts decreased by \$7,806; and Regional Drug Initiative personnel costs are reduced by \$243,439 and motor pool is reduced by \$4,500. CGF Indirect Support is reduced by \$5,828, service reimbursement from Fed/State fund to General Fund is reduced by \$5,697, service reimbursement to Insurance Fund is reduced by \$33,224, and service reimbursement to Fleet is reduced by \$4,500.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

JUN 26 1997

R-21

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: KATHY TINKLEPHONE: 3691* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK / KATHY TINKLESUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS#18 Makes year end "housekeeping" adjustments to several program budgets in the Department of Community and Family Services to adjust to projected year end expenditures.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification transfers budgeted funds from pass through, professional services, supplies, education and training, and repairs to equipment to reflect actual projected year end expenditures in Department Management and Behavioral Health Program. This modification is one of several budget modifications that will be before the Board of County Commissioners to make year end adjustments to bring the budget into line with projected expenditures and to reflect current revenue agreements.

BOARD OF
COUNTY COMMISSIONERS
JUN 18 PM 12:20
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Reduce County General Fund Indirect Support	(\$3,824)
Reduce Svs Reim F/S to General Fund	(\$3,824)
TOTAL	(\$7,648)

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

(Specify Fund)

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

CFS#18

EXPENDITURES

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 96/97

[illegible]

CFS#18

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

[illegible]



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 16, 1997

SUBJECT: Budget Modification CFSD #18

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFSD# 18. This modification is for year end "housekeeping" adjustments to bring budgets in line with projected expenditures and to reflect actual revenue agreements.

II. BACKGROUND ANALYSIS: This is a "housekeeping" budget modification that moves money from Pass Through, Professional Services, Supplies, Education and Training and repairs to equipment. This also redistributes the budget within materials and services object expenditure codes. This will bring the budget into line with projected actual expenditures.

III. FINANCIAL IMPACT: Budget modification #18 decreases the General Fund Indirect Support and the service reimbursement from the Federal State Fund to the General Fund by \$7,648 in Department management and Administration and Behavioral Health.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: KATHY TINKLEPHONE: 3691* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK / KATHY TINKLESUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS#19 increases the Division of Child, Youth, and Family program budget by \$447,494 by recognizing Family Support and Preservation grant revenue from the Oregon Commission on Children and Families (OCCF).

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification increases the Intervention Program budget in the Division of Child, Youth, and Family by \$447,494 by recognizing revenue from the Oregon Commission on Children and Families (OCCF). Pass through services are increased by \$434,776 and supplies are increased by \$6,002. The department estimates that \$324,079 will be carried forward to FY 97/98 and a technical amendment has been submitted to the Board.

County General Fund Indirect Support and service reimbursement from Fed/State to the General Fund are both increased by \$3,358.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 18 PM 12:20

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase OCC/FPSSP	\$440,778
Increase CGF Indirect Support	\$3,358
Increase Svs Reim F/S to General Fund	\$3,358

TOTAL \$447,494

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 (Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

CFS#19

EXPENDITURES

TRANS DATE: _____

ACCTING PERIOD: _____

Budget Fiscal Year: 96/97

[illegible]

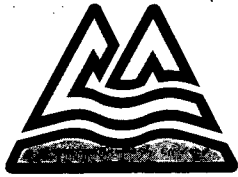
CFS#19

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

[illegible]



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 16, 1997

SUBJECT: Budget Modification CFSD #19

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFSD# 19. This modification is for year end "housekeeping" adjustments to bring budgets in line with projected expenditures and to reflect actual revenue agreements.

II. BACKGROUND ANALYSIS: This is a "housekeeping" budget modification that increases the departmental budget by \$444,136 to recognize additional Family Support and Preservation revenue from the Oregon Commission on Children and Families (OCCF). The department estimates that \$234,079 will be carried forward to FY 97/98 and a technical amendment has been submitted to the Board. This will bring the budget into line with projected actual revenue agreements and expenditures.

III. FINANCIAL IMPACT: Budget modification #19 increases revenue from Oregon Commission on Children and Families by \$440,778. Pass Through services are increased by \$434,776 and supplies are increased by \$6,002. General Fund Indirect Support and the service reimbursement from the Federal State Fund to the General Fund are both increased by \$3,358.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: KATHY TINKLEPHONE: 3691* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK / KATHY TINKLESUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS#20 adjusts the CapCare Enterprise Fund 395 to reflect new revenue and lower Medicaid revenue resulting in less capitation revenue and salary saving due to delayed hiring.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

[XX] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification adjusts the budget in the CapCare Enterprise Fund and reflects a net change of \$56,938. Program changes include a net decrease in Resource Management of \$182,084, a net decrease of \$24,909 in Contracts and Evaluation, and a net increase in the Division of Behavioral Health of \$263,931.

Salary savings reduced total personnel costs by \$227,562, pass through service are increased \$615,574, and materials and services is reduced by \$331,074. Total FTEs have increased by .50 FTE through a reduction of .50 FTE Office Assistant 2 and the addition of 1.0 Program Development Specialist to provide systems coordination for the project.

New revenue for services has been added and other revenues have been adjusted to reflect actual contracted amounts. The CapCare fund receives most of its revenue as capitated Medicaid revenue based on the number of Medicaid eligible children in Multnomah County. The number of children eligible is less than originally projected, although this is partially offset by high than expected per member per month capitation rates.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Decrease CSD	(\$66,845)
Decrease Medicaid FQHC/Capitation	(\$1,184,427)
Decrease School District 1	(\$11,562)
Increase Miscellaneous Chgs/Recv	\$966,252
Decrease State Mental Health Grant Local Admin	(\$82,023)
Increase CGF from Behavioral Health Fund 156	\$262,143
Reduce CGF Fund 156	(\$262,143)
Transfer CGF from AJCS	\$173,400
Decrease Svs Reim Cap Fund to Insurance Fund	(\$32,397)
Decrease Svs Reim Cap Fund to Fleet	(\$4,000)
Decrease Svs Reim Cap Fund to General Fund	(\$26,798)
Decrease CGF Indirect Support	(\$26,798)
Decrease Svs Reim Cap Fund to Data Proc Fund	(\$10,000)
Decrease Svs Reim Cap Fund to Distribution	(\$3,000)
TOTAL	(\$308,198)

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

(Specify Fund)

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

BUDGET MODIFICATION NO.

CFS#20

EXPENDITURES

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

Budget Fiscal Year: 96/97

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	1662			6060			(26,225)		Pass Through
		156	010	1662			7100			(184)		Indirect
											(26,409)	Org 1662 Subtotal
		156	010	1663			6060			(174,661)		Pass Through
		156	010	1663			6060			(61,257)		Pass Through
		156	010	1663			7100			(1,651)		Indirect
											(237,569)	Org 1663 Subtotal
		395	010	0122			5100			(25,145)		Permanent
		395	010	0122			5500			(4,402)		Fringe
		395	010	0122			5550			(6,110)		Insurance
		395	010	0122			6120			(40,000)		Professional Services
		395	010	0122			7100			(3,964)		Indirect
											(79,621)	Org 0122 Subtotal
		395	010	0126			5100			(35,089)		Permanent
		395	010	0126			5500			(6,144)		Fringe
		395	010	0126			5550			(7,620)		Insurance
		395	010	0126			6120			(57,574)		Professional Services
		395	010	0126			7100			(5,577)		Indirect
											(112,004)	Org 0126 Subtotal
		395	010	0140			5100			(17,955)		Permanent
		395	010	0140			5500			(3,144)		Fringe
		395	010	0140			5550			(3,810)		Insurance
		395	010	0140			7100			(1,305)		Indirect
											(26,214)	Org 0140 Subtotal
		395	010	1610			5100			(55,058)		Permanent
		395	010	1610			5500			(9,641)		Fringe
		395	010	1610			5550			(10,495)		Insurance
		395	010	1610			6120			(75,000)		Printing
		395	010	1610			6200			(67,000)		Postage
		395	010	1610			7100			(11,381)		Indirect
											(228,575)	Org 1610 Subtotal
										(\$710,392)	(\$710,392)	SUBTOTAL

CFS#20

EXPENDITURES

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 96/97

[illegible]

CFS#20

EXPENDITURES

TRANS DATE: _____

Budget Fiscal Year: 96/97

[illegible]

CFS#20

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 96/97

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CFS#20

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 96/97

f:\19697\budget\budmods\Cfs20.xls

BUDGET MODIFICATION NO. CFS#20

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

FTE	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
(2.50)	Office Asst 2(6002/1610)	(\$55,058)	(\$9,641)	(\$10,495)	(\$75,194)
0.50	Office Asst 2 (6002/1621)	\$839	\$165	\$1,977	\$2,981
1.00	Prog Dev Spec (6021/1621)	\$35,984	\$6,301	\$5,325	\$47,610
(0.50)	Office Asst 2 (6002/1650)	(\$13,405)	(\$2,347)	(\$2,247)	(\$17,999)
1.00	Office Asst 2 (6002/1625)	\$20,717	\$3,628	\$4,477	\$28,822
1.00	Office Asst 2 (6002/1645)	\$22,864	\$4,003	\$2,974	\$29,841
					\$0
					\$0
					\$0
					\$0
					\$0
0.50	TOTAL ANNUALIZED CHANGES	\$11,941	\$2,109	\$2,011	\$16,061

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

FTE	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
(2.50)	Office Asst 2(6002/1610)		(\$55,058)	(\$9,641)	(\$10,495)	(\$75,194)
0.50	Office Asst 2 (6002/1621)		\$839	\$165	\$1,977	\$2,981
1.00	Prog Dev Spec (6021/1621)		\$35,984	\$6,301	\$5,325	\$47,610
(0.50)	Office Asst 2 (6002/1650)		(\$13,405)	(\$2,347)	(\$2,247)	(\$17,999)
1.00	Office Asst 2 (6002/1625)		\$20,717	\$3,628	\$4,477	\$28,822
1.00	Office Asst 2 (6002/1645)		\$22,864	\$4,003	\$2,974	\$29,841
	Salary Savings					
	Org 0122		(\$25,145)	(\$4,402)	(\$6,110)	(\$35,657)
	Org 0126		(\$35,089)	(\$6,144)	(\$7,620)	(\$48,853)
	Org 0140		(\$17,955)	(\$3,144)	(\$3,810)	(\$24,909)
	Org 1621		(\$85,233)	(\$14,923)	(\$13,798)	(\$113,954)
	Org 1625		(\$14,620)	(\$2,560)	(\$3,070)	(\$20,250)
	Org 1645					
0.50	TOTAL CURRENT FISCAL YEAR CHANGES		(\$166,101)	(\$29,064)	(\$32,397)	(\$227,562)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Department of Community and Family Services

DATE: June 17, 1997

SUBJECT: Budget Modification CFSD #20

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFSD#20. This modification reflects a net change of \$56,938 to the CAPCare Enterprise Fund 395.

II. BACKGROUND ANALYSIS: This budget modification adjusts the original budget to reflect new revenue, lower Medicaid enrollment resulting in less capitation revenue, and salary savings because of delayed hiring.

New revenue for services have been added and other revenues have been adjusted to reflect the actual contracted amount. The CAPCare fund receives most of its revenue as capitated Medicaid revenue based on the number of Medicaid eligible children in Multnomah County. The number of children eligible is less than originally projected, although this is partially offset by high than expected per member per month capitation rates.

This modification makes two changes to FTEs. Office Assistant 2 have been reduced from 4.5 to 4.0 FTE and a full time Program Development Specialist has been added to provide systems coordination for the project, providing coordination and integration between the project, Fiscal and Budget, Contracts & Evaluation, member and provider relations, and direct treatment services. Overall, personnel expenses have been decreased because several senior staff originally budgeted in CAPCare have been assigned to other projects and new staff have replaced them which has resulted in lower total personnel costs for the fund. Late hiring and vacancies have further increased the salary savings for FY 96/97.

III. FINANCIAL IMPACT: Budget Modification CFS#20 adjusts the budgets in the CapCare Enterprise Fund and reflects a net change of \$56,938. Program changes include a net decrease in Resource Management of \$182,084, a net decrease of \$24,909 in Contracts & Evaluation, and a net increase of \$263,931 in the Division of Behavioral Health.

Salary savings reduces total personnel costs by \$227,562, pass through services increase by \$615,574, and material and services decrease \$331,074. Total FTEs have increased by .50 FTE through a reduction of .50 FTE Office Assistant 2 and the addition of 1.0 FTE Program Development Specialist.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

JUN 26 1997

MEETING DATE: JUN 19 1997
AGENDA NO: R-10 R-24
ESTIMATED START TIME: 10:00 Am 10:15 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Updating Multnomah County Election Ordinances

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: June 19, 1997

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: D.E.S.

DIVISION: Elections

CONTACT: Michael Cox

TELEPHONE #: 248-3720

BLDG/ROOM #: 414/Elections

PERSON(S) MAKING PRESENTATION: Vicki K. Ervin

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

6/30/97 copies to Vicki Ervin & Michael
COX - 7/1/97 copies to ordinance distribution
list.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUN 11 PM 12:48

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____

Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

MEMORANDUM

TO: Board of County Commissioners

FROM: Vicki K. Ervin, Elections

DATE: June 11, 1997

RE: Updating Multnomah County Election Ordinances

I. **Recommendation/Action Requested:** APPROVAL

II. **Background/Analysis:** This proposed Ordinance is requested to bring Multnomah County Code 4.10, 4.30 and 4.51 in compliance with the changes in Oregon Election Law that have occurred since that last Ordinance update.

III. **Financial Impact:** NONE

IV. **Legal Issues:** Present Code is NOT compliant with Oregon Election Law.

V. **Controversial Issues:** NONE

VI. **Link to Current County Policies:** No change to County Policies.

VII. **Citizen Participation:** N/A

VIII. **Other Government Participation:** N/A

VICKI K. ERVIN
Director of Elections



1040 S.E. Morrison St.
Portland, Oregon 97214-2495
(503)248-3720
(503)248-3719 FAX
(503)248-3729 TDD

June 13, 1997

TO: Sandra Duffy
County Counsel

FROM: Michael Cox
Assistant Director

SUBJ: Suggested changes to:

"MULTNOMAH COUNTY CODE"
CHAPTER 4.10 VOTERS' PAMPHLET

We are requesting that Chapter 4.10 Voters' Pamphlet be repealed from the Multnomah County Code.

ORS Chapter 251 allows for the publication of the county voters' pamphlet.

ORS 251.285, which specifically covers the inclusion of county and metro measures in the state voters' pamphlet was suspended under Oregon law 1993 until January 1997. This suspension is being extended in this legislative session.

If you have any questions, please call.

VICKI K. ERVIN
Director of Elections



1040 S.E. Morrison St.
Portland, Oregon 97214-2495
(503)248-3720
(503)248-3719 FAX
(503)248-3729 TDD

April 29, 1997

TO: Sandra Duffy
County Counsel

FROM: Michael Cox
Elections Division

SUBJ: Suggested changes to:

"MULTNOMAH COUNTY CODE"
CHAPTER 4.30 VACANCIES IN OFFICE

These changes will bring chapter 4.30 in line with State Law/as well as allow additional flexibility in filling a vacancy by election> State Law presently has four scheduled election dates per year; however, when 4.30 was last modified there were six scheduled election dates. There has also been a change in the required date to mail military and overseas voters a ballot.

If you have any questions, please call.

4.30.055 Election to fill vacancy.

If an election is required to fill a vacancy, the board shall call such an election on the next available election date **established by state law or may call an emergency election if it has been demonstrated that the public interest would be harmed by waiting. The date of the emergency election must allow sufficient time to meet the requirements of 4.30.065. [which is not sooner than the 45th day after the date of declaration of vacancy.]**

4.30.065 Nomination to fill vacancy.

Nomination for election to fill a vacancy shall be made by the petition or declaration method established by state law for the selection of candidates for nomination at a primary election. Such petition or declaration shall be filed with the director of elections not later than the ~~[34th]~~ 47th day prior to the date of the election.

4.30.080 Special runoff election.

(A) If no candidate receives a majority of votes cast at an election to fill a vacancy, the board shall call a special runoff election in which the names of the two candidates receiving the highest number of votes shall appear on the ballot.

(B) The special runoff election *[shall]* may be held on the next available election date established by state law *[which occurs not less than 34 days and not more than 50 days after the date of election first referred to in subsection (A) of this section]* or may be an emergency election if it has been demonstrated that the public interest would be harmed by waiting. The special runoff election shall occur not less than 47 days after the date of the election first referred to in subsection (A) of this section.

[(C) If no election date is established by state law during the period described in subsection (B) of the section, the board shall call the special runoff election for a date which occurs not less than 34 days and not more than 50 days after the date of the election first referred to in subsection (A) of this section.]

VICKI K. ERVIN
Director of Elections



1040 S.E. Morrison St.
Portland, Oregon 97214-2495
(503)248-3720
(503)248-3719 FAX
(503)248-3729 TDD

June 13, 1997

TO: Sandra Duffy
County Counsel

FROM: Michael Cox
Assistant Director

SUBJ: Suggested changes to:

"MULTNOMAH COUNTY CODE"
CHAPTER 4.51 INITIATIVE AND REFERENDUM"

These changes will bring chapter 4.51 in line with State Law as well as cover some of the changes before the legislature.

If you have any questions, please call.

4.51.010 Definitions

As used in this chapter, unless the context requires otherwise:

(A) County legislation means any legislation which has been or lawfully may be enacted by the county, and includes any amendment, revision or repeal of the Multnomah County home rule charter, but does not include any property tax levy, tax base, or bond measure or any emergency ordinance adopted under chapter V of the Multnomah County home rule charter.

(B) Director means the director of the county's division of elections, or the director's designees, or any officer subsequently performing the present duties of the director, or the designees of that officer.

(C) Elector means any legal voter of the county.

(D) Measure means any county legislation, or property tax levy, tax base, or bond measure proposed for adoption, amendment, revision, repeal or referral through the initiative or referendum procedures prescribed by this chapter.

(E) Regular election means any election at which a measure is submitted to the electors on a [regular] biennial [statewide] primary, **presidential preference primary** or general election date.

(F) Special election means any election at which a measure is submitted to the electors on a date other than a regular election date.
[Ord. 167 § 1 (1978); Ord. 212 § 1 (1979); Ord. 626 § 1 (1989)]

4.51.020 Prospective petition

(A) Prior to circulating a petition proposing an initiative or referendum measure among the electors, the chief petitioners shall file a prospective petition with the director, in such form as the director shall prescribe or provide, showing:

(1) The signatures, printed names and mailing addresses of not less than one and not more than

three chief petitioners, all of whom must be electors of the county;

(2) In the case of initiative measures, the text of the county legislation proposed for adoption, amendment, revision or repeal, and, where applicable, the title, ordinance number, and charter or ordinance section numbers proposed for amendment, revision or repeal;

(3) In the case of referendum measures, the text of the county legislation proposed for referral, and where applicable, the title, ordinance number or ordinance section numbers of the county legislation proposed for referral.

(4) Whether one or more persons will be paid for obtaining signatures on the petition.

(B) The director shall inscribe the date of filing upon any prospective petition filed in the director's office.

(C) After a prospective petition for a referendum measure has been filed with the director, and the director has determined that the prospective petition complies with the requirements of this chapter, and other applicable law, the director shall forthwith certify to one of the chief petitioners that petitions for the referendum measure proposed by the prospective petition may be circulated among the electors, in accordance with the procedures set forth in MCC 4.51.040.

[Ord. 167 § 2A, B, C (1978); Ord. 212 § 2 (1978)]

4.51.030 Ballot title; appeal

(A) Prior to the conclusion of the 5th business day after a [next following the filing of a] prospective petition is filed which proposes an initiative measure and which complies with the requirements of this chapter and other applicable law, the director shall review the text of the proposed initiative to determine whether the text complies with the single subject requirement and shall determine that the initiative proposes "legislation".

(B) If the proposed text does not meet the requirements of subsection (A), the director shall notify the chief petitioner by certified mail, return receipt requested, that the prospective petition does not meet the single subject and/or legislative requirement.

(C) Any elector that is dissatisfied with the determination by the director, that the proposed initiative does not meet the requirements of subsection (A) may petition the circuit court for the county. The petition must be filed not later than the seventh business day after the written determination is made by the director.

(D) If the proposed initiative meets the requirements of subsection (A) or in the case of a referendum petition that has been certified for circulation, the director shall transmit two copies of the prospective petition to the district attorney of the county, who shall, within five business days after receiving the prospective petition, prepare a ballot title for the measure proposed and an explanatory statement for the voters' pamphlet. The ballot title shall *[consist of:]* conform to the requirements of Oregon State Law.

[(1) A caption of not more than ten words which reasonably identifies the subject of the measure;]

[(2) A question of not more than 20 words which plainly phrases the chief purpose of the measure so that an affirmative response to the question corresponds to an affirmative vote on the measure; and]

[(3) A concise and impartial statement of not more than 85 words summarizing the measure and its major effect.]

The explanatory statement shall consist of an impartial, simple and understandable statement explaining the measure and its effect. The explanatory statement shall not exceed 500 words.

After preparing the ballot title and explanatory statement, the district attorney shall immediately return one copy of the prospective petition, *[and]*

ballot title and explanatory statement to the director and shall immediately transmit one copy of the prospective petition, *[and]* ballot title and explanatory statement to one of the chief petitioners.

[(E)] The director, upon receiving a ballot title and explanatory statement for a county measure to be referred or initiated from the district attorney *[or the county governing body]*, shall publish in the next available edition of a newspaper of general circulation in the county a notice of receipt of the ballot title and explanatory statement including notice that an elector may file a petition for review of the ballot title *and/or* explanatory statement not later than the date referred to in subsection *[(F)]* *[(C)]* of this section.

[(F)] Upon receiving the prospective petition, *[and]* ballot title and explanatory statement from the district attorney, the director shall inscribe the date of receipt on it. Within seven business days after that date, any elector may petition the circuit court for the county to challenge the ballot title *and/or* explanatory statement prepared by the district attorney. At the end of the seven-day period, or following the final adjudication or any challenge, the director shall certify the ballot title as prepared by the district attorney or as prescribed by the court, as the case may be, to one of the chief petitioners.

[(G)] Any person filing a petition of review with the circuit court must file a copy of the challenge with the director not later than the end of the business day next following the date the petition is filed with the circuit court. Nothing in this section is intended to invalidate a petition that is timely filed with the circuit court.

[(H)] The procedures set forth in subsections (A) through *[(G)]* of this section for preparation of, and challenges to, ballot titles and explanatory statements for initiative measures shall also apply to referendum measures. However, the completion of such procedures shall not be a prerequisite to the circulation of petitions for referendum measures under MCC 4.51.040, and ballot titles need not be stated on petitions circulated to propose referendum measures.

[Ord. 167 § 2D, E, F (1978); Ord. 212 § 3 (1979); Ord. 601 § 7 (1988)]

4.51.040 Petition and circulation requirements

(A) After the requirements of subsection (C) of MCC 4.51.020 have been met in the case of referendum measures, and after the requirements of subsection (F)/(C) of MCC 4.51.030 have been met in the case of initiative measures, the chief petitioners and any other persons eligible to circulate initiative and referendum petitions under state law may circulate a petition for the measure among the electors. *[Each copy of the petition so circulated shall consist of a cover page and signature sheet or sheets.]* The petition (cover sheet and signature sheet) shall conform to the requirements of Oregon State Law.

[(B) The cover page shall state the names and mailing addresses of the chief petitioners, shall contain the information required by paragraph (2) of subsection (A) of MCC 4.51.020 or paragraph (3) of subsection (A) of MCC 4.51.020, and, in the case of petitions for initiative measures, shall state the ballot title certified by the director under subsection (C) of MCC 4.51.030.]

[(C) Each signature sheet shall contain space for signatures of 20 electors. Each elector signing the petition shall do so by affixing the elector's signature, the date of the signature, and by printing the elector's name, residence address and, if known, the elector's precinct number.]

(B) The petition identification number will be assigned by the director.

[(D) Each signature sheet of an initiative petition shall contain the caption of the ballot title.]

(C)/(E) Each signature sheet of a referendum petition shall contain the title, ordinance number or ordinance section numbers of the county legislation proposed by referral and the date it was adopted by the county governing body.

(D)/(F) No signature sheet shall be circulated by more than one person. Each signature sheet shall

contain a statement signed by the circulator that each elector who signed the sheet did so in the circulator's presence, and, to the best of the circulator's knowledge, each such elector is a legal voter of the county and that the information placed on the sheet by each such elector is correct.

[Ord. 167 § 3 (1978); Ord. 298 § 1 (1982); Ord. 601 § 8 (1988)]

4.51.050 Filing and percentage requirements; verification

(A) The director shall accept for signature verification in accordance with this chapter only petitions which comply with the requirements of this chapter and other applicable law.

(B) No petition shall be accepted for filing unless it contains at least the required number of verified signatures to submit the measure to the electors, as prescribed by subsections (G), (H) or (I) of this section.

(C) No initiative petition shall be accepted for signature verification more than six months after the date of the director's certification under subsection (F)/(C) of MCC 4.51.030.

(D) Any petition to refer legislation adopted by the board must be submitted for signature verification not more than 90 days after the board of county commissioner's adoption of such legislation.

(E) An initiative or referendum petition shall not be accepted for signature verification if it contains less than 100 percent of the required number of signatures.

(F) Upon the acceptance of a petition, the director shall verify the signatures thereon. Such verification may be performed by random sampling in a manner approved by the secretary of the state of Oregon. Within 15 days after the director's acceptance of a petition, the director shall certify to the board whether the petition contains a sufficient number of qualified signatures to require the submission of the proposed measure to the electors, and shall also state in the certificate the number of qualified signatures prescribed by subsections (G), (H) or (I) of this section to require the proposed

measure to be submitted to the electors. The petition shall be considered filed as of the date of the director's certification.

(G) An initiative measure proposing the amendment, revision or repeal of the Multnomah County home rule charter, or parts thereof, shall be submitted to the electors if the number of qualified signatures on the petition therefor equals or exceeds eight percent of the total number of votes cast in Multnomah County for all candidates for governor of Oregon at the most recent previous general election at which the office of governor was filled for a four-year term.

(H) An initiative measure proposing the adoption, amendment or repeal of any other county legislation, or parts thereof, shall be submitted to the electors if the number of qualified signatures on the petition therefor equals or exceeds six percent of the total number of votes cast in Multnomah County for all candidates for governor at the most recent previous general election at which the office of governor was filled for a four-year term.

(I) A referendum measure shall be submitted to the electors if the number of qualified signatures on the petition therefor equals or exceeds four percent of the total number of votes cast in Multnomah County for all candidates for governor of Oregon at the most recent previous general election at which the office of governor was filled for a four-year term. [Ord. 167 § 4 (1978); Ord. 601 § 9 (1988)]

4.51.060 Measures referred by board

(A) The board may directly refer to the electors any county legislation adopted by it and any proposed property tax levy, tax base, or bond measure, and may directly refer to the electors proposed amendments, or revisions or the repeal of the Multnomah County home rule charter or parts thereof.

(B) In lieu of the procedures for preparation of a ballot title by the district attorney set forth in MCC 4.51.020 and 4.51.030, in the case of measures the board refers under subsection (A) of this section, the board shall prepare a ballot title **and explanatory statement that conforms to the requirements of**

Oregon State Law [complying with the requirements of subsection (A) of MCC 4.51.030], and shall certify such ballot title and explanatory statement to the director.

(C) The director, upon receiving a ballot title **and explanatory statement** for a county measure to be referred from the county governing body, shall publish in the next available edition of a newspaper of general circulation in the county a notice of receipt of the ballot title **and explanatory statement** including notice that an elector may file a petition for review of the ballot title **and/or explanatory statement** not later than the date referred to in subsection (D) of this section.

(D) Any elector may petition the circuit court to challenge the ballot title **and/or explanatory statement** prepared by the board. Such petition must be filed with the circuit court within seven business days of the board's certification. Any person filing a petition of review with the circuit court must file a copy of the challenge with the director not later than the end of the business day next following the date the petition is filed with the circuit court. Nothing in this section is intended to invalidate a petition that is timely filed with the circuit court.

(E) A measure shall be considered referred under this section as of the date the board certifies its ballot title to the director. [Ord. 167 § 5 (1978); Ord. 212 § 4 (1979); Ord. 601 § 10 (1988); Ord. 626 § 2 (1989)]

4.51.070 Election dates

(A) Upon receiving the director's certification that a petition has been filed with sufficient qualified signatures to require the proposed measure to be submitted to the electors under subsection (F) of MCC 4.51.050, or upon referring the measure on its own motion under MCC 4.51.060, the board shall call an election for submission of the measure to the electors.

(B) The board shall call the election on the next available election date in ORS 203.085 that is not sooner than the 90th day after the date of the

director's certificate certifying sufficient signatures. In the event of a board referral, the election on the referendum of county legislation *[shall not be held less than 90 days after the board's order calling the election unless it has been demonstrated that the public interest would be harmed by waiting. In the event of a board referral of a property tax levy, tax base, or bond measure, the election]* shall be held on the next available *[primary, general, regular district, or other]* election date for which the board meets the filing requirements defined in ORS 254.103.

[Ord. 167 § 6A (1978); Ord. 298 § 2 (1982); Ord. 601 § 11 (1988); Ord. 626 § 3 (1989)]

4.51.080 Election notice and procedure

[(A) In the case of special elections, the board shall cause notice thereof by publication in two newspapers of general circulation within the county once each week for three consecutive weeks prior to the election. The notice shall contain the date of the election, the hours the polls will open and the ballot title of the measure. In addition, on the day preceding or the day of the election, the director shall cause the polling places at which electors may register their votes to be published in at least two newspapers of general circulation within the county. The director shall appoint clerks for any special election and may combine precincts in accordance with state law.]

*[(A)](B)] Notice of elections on measures to be submitted to the electors on regular or special election dates shall be given in accordance with state law *[and such elections shall be conducted in conjunction with the elections of offices and other measures to be submitted to the electors on said election dates]*.*

[(C) The requirements of subsection (A) and (B) of this section do not apply when the election is to be conducted by mail in accordance with state law.]

[(D) The notice procedures set forth in subsections (A) and (B) of this section are in lieu of a county voters' pamphlet and no county voters' pamphlet shall be required for elections subject to this

chapter unless the board otherwise specifically directs.]

(B)](E)] Measures referred by the board shall be designated on the ballot "Referred to the People by the Board of County Commissioners".

(C)](F)] Measures proposed by referendum petition shall be designated on the ballot "Referred by Petition of the People".

(D)](G)] Measures proposed by initiative petition shall be designated on the ballot "Proposed by Initiative Petition".

(E)](H)] Within 20 days following any election, the director shall certify the election results to the board. The board shall thereupon canvass the vote and enter its proclamation of the results in its journal.

(F)](I)] A measure adopted by the electors shall take effect 30 days after the election, unless such measure expressly provides a later effective date. [Ord. 167 § 6B-I (1978); Ord. 601 § 12 (1988)]

4.51.090 Applicability of state law

Applicable provisions of state law, dealing with any initiative and referendum procedures or other election matters not regulated by this chapter, shall apply to initiative and referendum procedures on county legislation, together with this chapter, provided, however, that the provisions of this chapter shall prevail over any conflicting provisions of state law relating to matters subject to regulation and legislation by the county.
[Ord. 167 § 7 (1978)]

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. _____

4
5 An ordinance amending MCC 4.10, 4.30 and 4.51 to conform with changes in State law
6 regarding elections.

7
8 (Stricken language in brackets [] is to be deleted; underlined language is new.)

9 Multnomah County ordains as follows:

10 Section I. Findings

11 A) It is necessary to amend MCC 4.30 to allow flexibility in filling vacancies in
12 office, due to a change in State law which presently provides for four (4) scheduled
13 election dates per year. MCC 4.30 was last amended in 1985, when State law
14 provided for six (6) elections per year. The Amendment will allow for an emergency
15 election to fill a vacancy prior to an election date established by state law in the event
16 public interest would be harmed by waiting, and adjusts required filing deadlines
17 accordingly.

18 B) It is necessary to amend MCC 4.51 to conform with changes in State law.

19 C) ORS Chapter 251 allows for publication of the county's voters pamphlet,
20 therefore MCC 4.10 providing for the publication of a voter's pamphlet should be
21 repealed.

22 Section II. Repeal of MCC 4.10

23 MCC 4.10 Voter's Pamphlet is hereby repealed.
24
25
26

1 Section III. Amendments to Chapter 4.30.

2 MCC 4.30 is amended as follows:

3 4.30.055 Election to fill vacancy.

4 If an election is required to fill a vacancy, the board shall call such an election on
5 the next available election date established by state law or may call an emergency
6 election if it has been demonstrated that the public interest would be harmed by waiting.

7 The date of the emergency election must allow sufficient time to meet the requirements
8 of 4.30.065. [which is not sooner than the 45th day after the date of declaration of
9 vacancy.]
10

11
12 4.30.065 Nomination to fill vacancy.

13 Nomination for election to fill a vacancy shall be made by the petition or
14 declaration method established by state law for the selection of candidates for
15 nomination at a primary election. Such petition or declaration shall be filed with the
16 director of elections not later than the [34th] 47th day prior to the date of the election.
17

18 MCC 4.30.080 is amended as follows:

19
20 4.30.080 Special runoff election.

21 (A) If no candidate receives a majority of votes cast at an election to fill a
22 vacancy, the board shall call a special runoff election in which the names of the two
23 candidates receiving the highest number of votes shall appear on the ballot.
24

25 (B) The special runoff election [shall] may be held on the next available election
26 date established by state law [which occurs not less than 34 days and not more than

1 50 days after the date of election first referred to in subsection (A) of this section] or
2 may be an emergency election if it has been demonstrated that the public interest
3 would be harmed by waiting. The special runoff election shall occur not less than 47
4 days after the date of the election first referred to in subsection (A) of this section.

5 [(C) If no election date is established by state law during the period described in
6 subsection (B) of the section, the board shall call the special runoff election for a date
7 which occurs not less than 34 days and not more than 50 days after the date of the
8 election first referred to in subsection (A) of this section.]
9

10
11 Section IV. Amendments to Chapters 4.51.

12 Section 4.51 is amended as follows:

13 Section 4.51.010 Definitions.

14 As used in this chapter, unless the context requires otherwise:

15 (A) County legislation means any legislation which has been or lawfully may be
16 enacted by the county, and includes any amendment, revision or repeal of the
17 Multnomah County home rule charter, but does not include any property tax levy, tax
18 base, or bond measure or any emergency ordinance adopted under chapter V of the
19 Multnomah County home rule charter.
20

21 (B) Director means the director of the county's division of elections, or the
22 director's designees, or any officer subsequently performing the present duties of the
23 director, or the designees of that officer.
24

25 (C) Elector means any legal voter of the county.
26

1 (D) Measure means any county legislation, or property tax levy, tax base, or
2 bond measure proposed for adoption, amendment, revision, repeal or referral through
3 the initiative or referendum procedures prescribed by this chapter.

4 (E) Regular election means any election at which a measure is submitted to the
5 electors on a [regular] biennial [statewide] primary, presidential preference primary or
6 general election date.

7 (F) Special election means any election at which a measure is submitted to the
8 electors on a date other than a regular election date.

9
10 4.51.020 Prospective petition

11 (A) Prior to circulating a petition proposing an initiative or referendum measure
12 among the electors, the chief petitioners shall file a prospective petition with the
13 director, in such form as the director shall prescribe or provide, showing:

14 (1) The signatures, printed names and mailing addresses of not less than one
15 and not more than three chief petitioners, all of whom must be electors of the
16 county;

17
18 (2) In the case of initiative measures, the text of the county legislation proposed
19 for adoption, amendment, revision or repeal, and, where applicable, the title,
20 ordinance number, and charter or ordinance section numbers proposed for
21 amendment, revision or repeal;

22 (3) In the case of referendum measures, the text of the county legislation
23 proposed for referral, and where applicable, the title, ordinance number or
24 ordinance section numbers of the county legislation proposed for referral.
25
26

1 (4) Whether one or more persons will be paid for obtaining signatures on the
2 petition.

3 (B) The director shall inscribe the date of filing upon any prospective petition filed
4 in the director's office.

5 (C) After a prospective petition for a referendum measure has been filed with the
6 director, and the director has determined that the prospective petition complies with the
7 requirements of this chapter, and other applicable law, the director shall forthwith certify
8 to one of the chief petitioners that petitions for the referendum measure proposed by
9 the prospective petition may be circulated among the electors, in accordance with the
10 procedures set forth in MCC 4.51.040.
11

12
13 4.51.030 Ballot title; appeal

14 (A) Prior to the conclusion of the 5th business day after a [next following the filing
15 of a] prospective petition is filed which proposes an initiative measure and which
16 complies with the requirements of this chapter and other applicable law, the director
17 shall review the text of the proposed initiative to determine whether the text complies
18 with the single subject requirement and shall determine that the initiative proposes
19 "legislation".
20

21 (B) If the proposed text does not meet the requirements of subsection (A), the
22 director shall notify the chief petitioner by certified mail, return receipt requested, that
23 the prospective petition does not meet the single subject and/or legislative requirement.
24

25 (C) Any elector that is dissatisfied with the determination by the director, that the
26 proposed initiative does not meet the requirements of subsection (A) may petition the

1 circuit court for the county. The petition must be filed not later than the seventh
2 business day after the written determination is made by the director.

3 (D) If the proposed initiative meets the requirements of subsection (A) or in the
4 case of a referendum petition that has been certified for circulation, the director shall
5 transmit two copies of the prospective petition to the district attorney of the county, who
6 shall, within five business days after receiving the prospective petition, prepare a ballot
7 title for the measure proposed and an explanatory statement for the voters' pamphlet

8 The ballot title shall [consist of:] conform to the requirements of Oregon State Law.
9

10 [(1) A caption of not more than ten words which reasonably identifies the subject
11 of the measure;]

12 [(2) A question of not more than 20 words which plainly phrases the chief
13 purpose of the measure so that an affirmative response to the question
14 corresponds to an affirmative vote on the measure; and]

15 [(3) A concise and impartial statement of not more than 85 words summarizing
16 the measure and its major effect.]
17

18 The explanatory statement shall consist of an impartial, simple and understandable
19 statement explaining the measure and its effect. The explanatory statement shall not
20 exceed 500 words.

21 After preparing the ballot title and explanatory statement, the district attorney shall
22 immediately return one copy of the prospective petition, [and] ballot title and
23 explanatory statement to the director and shall immediately transmit one copy of the
24 prospective petition, [and] ballot title and explanatory statement to one of the chief
25 petitioners.
26

1 (E)/(B) The director, upon receiving a ballot title and explanatory statement for a
2 county measure to be referred or initiated from the district attorney *[or the county*
3 *governing body]*, shall publish in the next available edition of a newspaper of general
4 circulation in the county a notice of receipt of the ballot title and explanatory statement
5 including notice that an elector may file a petition for review of the ballot title and/or
6 explanatory statement not later than the date referred to in subsection (E)/(C) of this
7 section.
8

9 (E)/(C) Upon receiving the prospective petition, *[and]* ballot title and explanatory
10 statement from the district attorney, the director shall inscribe the date of receipt on it.
11 Within seven business days after that date, any elector may petition the circuit court for
12 the county to challenge the ballot title and/or explanatory statement prepared by the
13 district attorney. At the end of the seven-day period, or following the final adjudication or
14 any challenge, the director shall certify the ballot title as prepared by the district
15 attorney or as prescribed by the court, as the case may be, to one of the chief
16 petitioners.
17

18 (G)/(D) Any person filing a petition of review with the circuit court must file a
19 copy of the challenge with the director not later than the end of the business day next
20 following the date the petition is filed with the circuit court. Nothing in this section is
21 intended to invalidate a petition that is timely filed with the circuit court.
22

23 (H)/(E) The procedures set forth in subsections (A) through (G)/(D) of this
24 section for preparation of, and challenges to, ballot titles and explanatory statements for
25 initiative measures shall also apply to referendum measures. However, the completion
26

1 of such procedures shall not be a prerequisite to the circulation of petitions for
2 referendum measures under MCC 4.51.040, and ballot titles need not be stated on
3 petitions circulated to propose referendum measures.

4
5 4.51.040 Petition and circulation requirements

6 (A) After the requirements of subsection (C) of MCC 4.51.020 have been met in
7 the case of referendum measures, and after the requirements of subsection (E)[(C)] of
8 MCC 4.51.030 have been met in the case of initiative measures, the chief petitioners
9 and any other persons eligible to circulate initiative and referendum petitions under
10 state law may circulate a petition for the measure among the electors. [Each copy of
11 the petition so circulated shall consist of a cover page and signature sheet or sheets.]

12 The petition (cover sheet and signature sheet) shall conform to the requirements of
13 Oregon State Law.

14
15 [(B) The cover page shall state the names and mailing addresses of the chief
16 petitioners, shall contain the information required by paragraph (2) of subsection (A) of
17 MCC 4.51.020 or paragraph (3) of subsection (A) of MCC 4.51.020, and, in the case of
18 petitions for initiative measures, shall state the ballot title certified by the director under
19 subsection (C) of MCC 4.51.030.]

20
21 [(C) Each signature sheet shall contain space for signatures of 20 electors. Each
22 elector signing the petition shall do so by affixing the elector's signature, the date of the
23 signature, and by printing the elector's name, residence address and, if known, the
24 elector's precinct number.]

1 (B) The petition identification number will be assigned by the director.

2 ~~[(D) Each signature sheet of an initiative petition shall contain the caption of the~~
3 ~~ballot title.]~~

4 ~~(C)[(E)] Each signature sheet of a referendum petition shall contain the title,~~
5 ~~ordinance number or ordinance section numbers of the county legislation proposed by~~
6 ~~referral and the date it was adopted by the county governing body.~~

7 ~~(D)[(F)] No signature sheet shall be circulated by more than one person. Each~~
8 ~~signature sheet shall contain a statement signed by the circulator that each elector who~~
9 ~~signed the sheet did so in the circulator's presence, and, to the best of the circulator's~~
10 ~~knowledge, each such elector is a legal voter of the county and that the information~~
11 ~~placed on the sheet by each such elector is correct.~~

12
13
14 4.51.050 Filing and percentage requirements; verification

15 (A) The director shall accept for signature verification in accordance with this
16 chapter only petitions which comply with the requirements of this chapter and other
17 applicable law.

18 (B) No petition shall be accepted for filing unless it contains at least the required
19 number of verified signatures to submit the measure to the electors, as prescribed by
20 subsections (G), (H) or (I) of this section.

21 (C) No initiative petition shall be accepted for signature verification more than six
22 months after the date of the director's certification under subsection (E)[(C)] of MCC
23 4.51.030.
24
25
26

1 (D) Any petition to refer legislation adopted by the board must be submitted for
2 signature verification not more than 90 days after the board of county commissioner's
3 adoption of such legislation.

4 (E) An initiative or referendum petition shall not be accepted for signature
5 verification if it contains less than 100 percent of the required number of signatures.

6 (F) Upon the acceptance of a petition, the director shall verify the signatures
7 thereon. Such verification may be performed by random sampling in a manner
8 approved by the secretary of the state of Oregon. Within 15 days after the director's
9 acceptance of a petition, the director shall certify to the board whether the petition
10 contains a sufficient number of qualified signatures to require the submission of the
11 proposed measure to the electors, and shall also state in the certificate the number of
12 qualified signatures prescribed by subsections (G), (H) or (I) of this section to require
13 the proposed measure to be submitted to the electors. The petition shall be considered
14 filed as of the date of the director's certification.
15

16 (G) An initiative measure proposing the amendment, revision or repeal of the
17 Multnomah County home rule charter, or parts thereof, shall be submitted to the
18 electors if the number of qualified signatures on the petition therefor equals or exceeds
19 eight percent of the total number of votes cast in Multnomah County for all candidates
20 for governor of Oregon at the most recent previous general election at which the office
21 of governor was filled for a four-year term.
22

23 (H) An initiative measure proposing the adoption, amendment or repeal of any
24 other county legislation, or parts thereof, shall be submitted to the electors if the
25 number of qualified signatures on the petition therefor equals or exceeds six percent of
26

1 the total number of votes cast in Multnomah County for all candidates for governor at
2 the most recent previous general election at which the office of governor was filled for a
3 four-year term.

4 (I) A referendum measure shall be submitted to the electors if the number of
5 qualified signatures on the petition therefor equals or exceeds four percent of the total
6 number of votes cast in Multnomah County for all candidates for governor of Oregon at
7 the most recent previous general election at which the office of governor was filled for a
8 four-year term.
9

10
11 4.51.060 Measures referred by board

12 (A) The board may directly refer to the electors any county legislation adopted by
13 it and any proposed property tax levy, tax base, or bond measure, and may directly
14 refer to the electors proposed amendments, or revisions or the repeal of the Multnomah
15 County home rule charter or parts thereof.
16

17 (B) In lieu of the procedures for preparation of a ballot title by the district attorney
18 set forth in MCC 4.51.020 and 4.51.030, in the case of measures the board refers
19 under subsection (A) of this section, the board shall prepare a ballot title and
20 explanatory statement that conforms to the requirements of Oregon State Law
21 [complying with the requirements of subsection (A) of MCC 4.51.030], and shall certify
22 such ballot title and explanatory statement to the director.
23

24 (C) The director, upon receiving a ballot title and explanatory statement for a
25 county measure to be referred from the county governing body, shall publish in the next/
26 available edition of a newspaper of general circulation in the county a notice of receipt

1 of the ballot title and explanatory statement including notice that an elector may file a
2 petition for review of the ballot title and/or explanatory statement not later than the date
3 referred to in subsection (D) of this section.

4 (D) Any elector may petition the circuit court to challenge the ballot title and/or
5 explanatory statement prepared by the board. Such petition must be filed with the
6 circuit court within seven business days of the board's certification. Any person filing a
7 petition of review with the circuit court must file a copy of the challenge with the director
8 not later than the end of the business day next following the date the petition is filed
9 with the circuit court. Nothing in this section is intended to invalidate a petition that is
10 timely filed with the circuit court.

12 (E) A measure shall be considered referred under this section as of the date the
13 board certifies its ballot title to the director.

15 4.51.070 Election dates

17 (A) Upon receiving the director's certification that a petition has been filed with
18 sufficient qualified signatures to require the proposed measure to be submitted to the
19 electors under subsection (F) of MCC 4.51.050, or upon referring the measure on its
20 own motion under MCC 4.51.060, the board shall call an election for submission of the
21 measure to the electors.

23 (B) The board shall call the election on the next available election date in ORS
24 203.085 that is not sooner than the 90th day after the date of the director's certificate
25 certifying sufficient signatures. In the event of a board referral, the election on the
26 referendum of county legislation [shall not be held less than 90 days after the board's

1 order calling the election unless it has been demonstrated that the public interest would
2 be harmed by waiting. In the event of a board referral of a property tax levy, tax base,
3 or bond measure, the election] shall be held on the next available [primary, general,
4 regular district, or other] election date for which the board meets the filing requirements
5 defined in ORS 254.103.
6
7

8 4.51.080 Election notice and procedure

9 [(A) In the case of special elections, the board shall cause notice thereof by
10 publication in two newspapers of general circulation within the county once each week
11 for three consecutive weeks prior to the election. The notice shall contain the date of
12 the election, the hours the polls will open and the ballot title of the measure. In addition,
13 on the day preceding or the day of the election, the director shall cause the polling
14 places at which electors may register their votes to be published in at least two
15 newspapers of general circulation within the county. The director shall appoint clerks
16 for any special election and may combine precincts in accordance with state law.]
17

18 ~~[(A)]~~[(B)] Notice of elections on measures to be submitted to the electors on
19 regular or special election dates shall be given in accordance with state law [and such
20 elections shall be conducted in conjunction with the elections of offices and other
21 measures to be submitted to the electors on said election dates].
22

23 [(C) The requirements of subsection (A) and (B) of this section do not apply
24 when the election is to be conducted by mail in accordance with state law.]

25 [(D) The notice procedures set forth in subsections (A) and (B) of this section are
26 in lieu of a county voters' pamphlet and no county voters' pamphlet shall be required for

elections subject to this chapter unless the board otherwise specifically directs.]

(B)/(E) Measures referred by the board shall be designated on the ballot
"Referred to the People by the Board of County Commissioners".

(C)/(F) Measures proposed by referendum petition shall be designated on the
ballot "Referred by Petition of the People".

(D)/(G) Measures proposed by initiative petition shall be designated on the ballot
"Proposed by Initiative Petition".

(E)/(H) Within 20 days following any election, the director shall certify the
election results to the board. The board shall thereupon canvass the vote and enter its
proclamation of the results in its journal.

(E)/(I) A measure adopted by the electors shall take effect 30 days after the
election, unless such measure expressly provides a later effective date.

4.51.090 Applicability of state law

Applicable provisions of state law, dealing with any initiative and referendum
procedures or other election matters not regulated by this chapter, shall apply to
initiative and referendum procedures on county legislation, together with this chapter,
provided, however, that the provisions of this chapter shall prevail over any conflicting

///

1 provisions of state law relating to matters subject to regulation and legislation by the
2 county.


3 Approved this _____ day of _____, 1997, being the date of its first
4 reading before the Board of County Commissioners of Multnomah County, Oregon.

5 MULTNOMAH COUNTY, OREGON
6
7
8
9

10 By _____
11 Beverly Stein
12 Multnomah County Chair

13 REVIEWED:

14 THOMAS SPONSLER, COUNTY COUNSEL
15 FOR MULTNOMAH COUNTY, OREGON

16 By 
17 Jacqueline A. Weber
18 Assistant County Counsel
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23
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26

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 881

An ordinance amending MCC 4.10, 4.30 and 4.51 to conform with changes in State law regarding elections.

(Stricken language in brackets [] is to be deleted; underlined language is new.)

Multnomah County ordains as follows:

Section I. Findings

A) It is necessary to amend MCC 4.30 to allow flexibility in filling vacancies in office, due to a change in State law which presently provides for four (4) scheduled election dates per year. MCC 4.30 was last amended in 1985, when State law provided for six (6) elections per year. The Amendment will allow for an emergency election to fill a vacancy prior to an election date established by state law in the event public interest would be harmed by waiting, and adjusts required filing deadlines accordingly.

B) It is necessary to amend MCC 4.51 to conform with changes in State law.

C) ORS Chapter 251 allows for publication of the county's voters pamphlet, therefore MCC 4.10 providing for the publication of a voter's pamphlet should be repealed.

Section II. Repeal of MCC 4.10

MCC 4.10 Voter's Pamphlet is hereby repealed.

Section III. Amendments to Chapter 4.30.

MCC 4.30 is amended as follows:

1 4.30.055 Election to fill vacancy.

2 If an election is required to fill a vacancy, the board shall call such an election on
3 the next available election date established by state law or may call an emergency
4 election if it has been demonstrated that the public interest would be harmed by
5 waiting. The date of the emergency election must allow sufficient time to meet the
6 requirements of 4.30.065. [which is not sooner than the 45th day after the date of
7 declaration of vacancy.]
8

9 4.30.065 Nomination to fill vacancy.

10 Nomination for election to fill a vacancy shall be made by the petition or
11 declaration method established by state law for the selection of candidates for
12 nomination at a primary election. Such petition or declaration shall be filed with the
13 director of elections not later than the [34th] 47th day prior to the date of the election.
14

15 MCC 4.30.080 is amended as follows:

16 Repeal of MCC 4.30.075

17 MCC 4.30.075 Vacancies occurring prior to general election is hereby repealed.

18 4.30.080 Special runoff election.

19 (A) If no candidate receives a majority of votes cast at an election to fill a
20 vacancy, the board shall call a special runoff election in which the names of the two
21 candidates receiving the highest number of votes shall appear on the ballot.
22
23
24
25
26

1 (B) The special runoff election [shall] may be held on the next available election
2 date established by state law [which occurs not less than 34 days and not more than
3 50 days after the date of election first referred to in subsection (A) of this section] or
4 may be an emergency election if it has been demonstrated that the public interest
5 would be harmed by waiting. The special runoff election shall occur not less than 47
6 days after the date of the election first referred to in subsection (A) of this section.
7

8 [(C) If no election date is established by state law during the period described in
9 subsection (B) of the section, the board shall call the special runoff election for a date
10 which occurs not less than 34 days and not more than 50 days after the date of the
11 election first referred to in subsection (A) of this section.]

12 Section IV. Amendments to Chapters 4.51.

13
14 Section 4.51 is amended as follows:

15 Section 4.51.010 Definitions.

16 As used in this chapter, unless the context requires otherwise:

17 (A) County legislation means any legislation which has been or lawfully may be
18 enacted by the county, and includes any amendment, revision or repeal of the
19 Multnomah County home rule charter, but does not include any property tax levy, tax
20 base, or bond measure or any emergency ordinance adopted under chapter V of the
21 Multnomah County home rule charter.
22
23
24
25
26

1 (B) Director means the director of the county's division of elections, or the
2 director's designees, or any officer subsequently performing the present duties of the
3 director, or the designees of that officer.

4 (C) Elector means any legal voter of the county.

5 (D) Measure means any county legislation, or property tax levy, tax base, or
6 bond measure proposed for adoption, amendment, revision, repeal or referral through
7 the initiative or referendum procedures prescribed by this chapter.
8

9 (E) Regular election means any election at which a measure is submitted to the
10 electors on a [regular] biennial [statewide] primary, presidential preference primary or
11 general election date.

12 (F) Special election means any election at which a measure is submitted to the
13 electors on a date other than a regular election date.
14

15 4.51.020 Prospective petition

16 (A) Prior to circulating a petition proposing an initiative or referendum measure
17 among the electors, the chief petitioners shall file a prospective petition with the
18 director, in such form as the director shall prescribe or provide, showing:

19 (1) The signatures, printed names and mailing addresses of not less than one
20 and not more than three chief petitioners, all of whom must be electors of the
21 county;
22

23 (2) In the case of initiative measures, the text of the county legislation proposed
24 for adoption, amendment, revision or repeal, and, where applicable, the title,
25 ordinance number, and charter or ordinance section numbers proposed for
26 amendment, revision or repeal;

1 (3) In the case of referendum measures, the text of the county legislation
2 proposed for referral, and where applicable, the title, ordinance number or
3 ordinance section numbers of the county legislation proposed for referral.

4 (4) Whether one or more persons will be paid for obtaining signatures on the
5 petition.

6
7 (B) The director shall inscribe the date of filing upon any prospective petition
8 filed in the director's office.

9 (C) After a prospective petition for a referendum measure has been filed with the
10 director, and the director has determined that the prospective petition complies with the
11 requirements of this chapter, and other applicable law, the director shall forthwith certify
12 to one of the chief petitioners that petitions for the referendum measure proposed by
13 the prospective petition may be circulated among the electors, in accordance with the
14 procedures set forth in MCC 4.51.040.

15
16 4.51.030 Ballot title; appeal

17 (A) Prior to the conclusion of the 5th business day after a /next following the
18 filing of a] prospective petition is filed which proposes an initiative measure and which
19 complies with the requirements of this chapter and other applicable law, the director
20 shall review the text of the proposed initiative to determine whether the text complies
21 with the single subject requirement and shall determine that the initiative proposes
22 "legislation".

1 (B) If the proposed text does not meet the requirements of subsection (A), the
2 director shall notify the chief petitioner by certified mail, return receipt requested, that
3 the prospective petition does not meet the single subject and/or legislative requirement.

4 (C) Any elector that is dissatisfied with the determination by the director, that the
5 proposed initiative does not meet the requirements of subsection (A) may petition the
6 circuit court for the county. The petition must be filed not later than the seventh
7 business day after the written determination is made by the director.

9 (D) If the proposed initiative meets the requirements of subsection (A) or in the
10 case of a referendum petition that has been certified for circulation, the director shall
11 transmit two copies of the prospective petition to the district attorney of the county, who
12 shall, within five business days after receiving the prospective petition, prepare a ballot
13 title for the measure proposed and an explanatory statement for the voters' pamphlet
14 The ballot title shall [consist of:] conform to the requirements of Oregon State Law.

16 [(1) A caption of not more than ten words which reasonably identifies the subject
17 of the measure;]

18 [(2) A question of not more than 20 words which plainly phrases the chief
19 purpose of the measure so that an affirmative response to the question
20 corresponds to an affirmative vote on the measure; and]

21 [(3) A concise and impartial statement of not more than 85 words summarizing
22 the measure and its major effect.]
23
24
25
26

1 The explanatory statement shall consist of an impartial, simple and understandable
2 statement explaining the measure and its effect. The explanatory statement shall not
3 exceed 500 words.

4 After preparing the ballot title and explanatory statement, the district attorney shall
5 immediately return one copy of the prospective petition, [and] ballot title and
6 explanatory statement to the director and shall immediately transmit one copy of the
7 prospective petition, [and] ballot title and explanatory statement to one of the chief
8 petitioners.
9

10 (E)/(B) The director, upon receiving a ballot title and explanatory statement for a
11 county measure to be referred or initiated from the district attorney [*or the county*
12 *governing body*], shall publish in the next available edition of a newspaper of general
13 circulation in the county a notice of receipt of the ballot title and explanatory statement
14 including notice that an elector may file a petition for review of the ballot title and/or
15 explanatory statement not later than the date referred to in subsection (E)/(C) of this
16 section.
17

18 (E)/(C) Upon receiving the prospective petition, [and] ballot title and explanatory
19 statement from the district attorney, the director shall inscribe the date of receipt on it.
20 Within seven business days after that date, any elector may petition the circuit court for
21 the county to challenge the ballot title and/or explanatory statement prepared by the
22 district attorney. At the end of the seven-day period, or following the final adjudication
23 or any challenge, the director shall certify the ballot title as prepared by the district
24 attorney or as prescribed by the court, as the case may be, to one of the chief
25 petitioners.
26

1 ~~(G)~~~~(D)~~ Any person filing a petition of review with the circuit court must file a
2 copy of the challenge with the director not later than the end of the business day next
3 following the date the petition is filed with the circuit court. Nothing in this section is
4 intended to invalidate a petition that is timely filed with the circuit court.

5 ~~(H)~~~~(E)~~ The procedures set forth in subsections (A) through ~~(G)~~~~(D)~~ of this
6 section for preparation of, and challenges to, ballot titles and explanatory statements
7 for initiative measures shall also apply to referendum measures. However, the
8 completion of such procedures shall not be a prerequisite to the circulation of petitions
9 for referendum measures under MCC 4.51.040, and ballot titles need not be stated on
10 petitions circulated to propose referendum measures.

11
12 4.51.040 Petition and circulation requirements

13
14 (A) After the requirements of subsection (C) of MCC 4.51.020 have been met in
15 the case of referendum measures, and after the requirements of subsection ~~(E)~~~~(C)~~ of
16 MCC 4.51.030 have been met in the case of initiative measures, the chief petitioners
17 and any other persons eligible to circulate initiative and referendum petitions under
18 state law may circulate a petition for the measure among the electors. ~~[Each copy of~~
19 ~~the petition so circulated shall consist of a cover page and signature sheet or sheets.]~~
20 The petition (cover sheet and signature sheet) shall conform to the requirements of
21 Oregon State Law.

22
23 ~~[(B)~~ The cover page shall state the names and mailing addresses of the chief
24 petitioners, shall contain the information required by paragraph (2) of subsection (A) of
25 MCC 4.51.020 or paragraph (3) of subsection (A) of MCC 4.51.020, and, in the case of
26

1 petitions for initiative measures, shall state the ballot title certified by the director under
2 subsection (C) of MCC 4.51.030.]

3 [(C) Each signature sheet shall contain space for signatures of 20 electors.
4 Each elector signing the petition shall do so by affixing the elector's signature, the date
5 of the signature, and by printing the elector's name, residence address and, if known,
6 the elector's precinct number.]

7
8 (B) The petition identification number will be assigned by the director.

9 [(D) Each signature sheet of an initiative petition shall contain the caption of the
10 ballot title.]

11 (C)/(E) Each signature sheet of a referendum petition shall contain the title,
12 ordinance number or ordinance section numbers of the county legislation proposed by
13 referral and the date it was adopted by the county governing body.

14
15 (D)/(F) No signature sheet shall be circulated by more than one person. Each
16 signature sheet shall contain a statement signed by the circulator that each elector who
17 signed the sheet did so in the circulator's presence, and, to the best of the circulator's
18 knowledge, each such elector is a legal voter of the county and that the information
19 placed on the sheet by each such elector is correct.

20
21 4.51.050 Filing and percentage requirements; verification

22 (A) The director shall accept for signature verification in accordance with this
23 chapter only petitions which comply with the requirements of this chapter and other
24 applicable law.
25
26

1 (B) No petition shall be accepted for filing unless it contains at least the required
2 number of verified signatures to submit the measure to the electors, as prescribed by
3 subsections (G), (H) or (I) of this section.

4 (C) No initiative petition shall be accepted for signature verification more than six
5 months after the date of the director's certification under subsection (E)/[(C)] of MCC
6 4.51.030.
7

8 (D) Any petition to refer legislation adopted by the board must be submitted for
9 signature verification not more than 90 days after the board of county commissioner's
10 adoption of such legislation.

11 (E) An initiative or referendum petition shall not be accepted for signature
12 verification if it contains less than 100 percent of the required number of signatures.
13

14 (F) Upon the acceptance of a petition, the director shall verify the signatures
15 thereon. Such verification may be performed by random sampling in a manner
16 approved by the secretary of the state of Oregon. Within 15 days after the director's
17 acceptance of a petition, the director shall certify to the board whether the petition
18 contains a sufficient number of qualified signatures to require the submission of the
19 proposed measure to the electors, and shall also state in the certificate the number of
20 qualified signatures prescribed by subsections (G), (H) or (I) of this section to require
21 the proposed measure to be submitted to the electors. The petition shall be considered
22 filed as of the date of the director's certification.
23
24
25
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1 (G) An initiative measure proposing the amendment, revision or repeal of the
2 Multnomah County home rule charter, or parts thereof, shall be submitted to the
3 electors if the number of qualified signatures on the petition therefor equals or exceeds
4 eight percent of the total number of votes cast in Multnomah County for all candidates
5 for governor of Oregon at the most recent previous general election at which the office
6 of governor was filled for a four-year term.
7

8 (H) An initiative measure proposing the adoption, amendment or repeal of any
9 other county legislation, or parts thereof, shall be submitted to the electors if the
10 number of qualified signatures on the petition therefor equals or exceeds six percent of
11 the total number of votes cast in Multnomah County for all candidates for governor at
12 the most recent previous general election at which the office of governor was filled for a
13 four-year term.
14

15 (I) A referendum measure shall be submitted to the electors if the number of
16 qualified signatures on the petition therefor equals or exceeds four percent of the total
17 number of votes cast in Multnomah County for all candidates for governor of Oregon at
18 the most recent previous general election at which the office of governor was filled for a
19 four-year term.
20

21 4.51.060 Measures referred by board

22 (A) The board may directly refer to the electors any county legislation adopted
23 by it and any proposed property tax levy, tax base, or bond measure, and may directly
24 refer to the electors proposed amendments, or revisions or the repeal of the Multnomah
25 County home rule charter or parts thereof.
26

1 (B) In lieu of the procedures for preparation of a ballot title by the district
2 attorney set forth in MCC 4.51.020 and 4.51.030, in the case of measures the board
3 refers under subsection (A) of this section, the board shall prepare a ballot title and
4 explanatory statement that conforms to the requirements of Oregon State Law
5 [complying with the requirements of subsection (A) of MCC 4.51.030], and shall certify
6 such ballot title and explanatory statement to the director.
7

8 (C) The director, upon receiving a ballot title and explanatory statement for a
9 county measure to be referred from the county governing body, shall publish in the next
10 available edition of a newspaper of general circulation in the county a notice of receipt
11 of the ballot title and explanatory statement including notice that an elector may file a
12 petition for review of the ballot title and/or explanatory statement not later than the date
13 referred to in subsection (D) of this section.
14

15 (D) Any elector may petition the circuit court to challenge the ballot title and/or
16 explanatory statement prepared by the board. Such petition must be filed with the
17 circuit court within seven business days of the board's certification. Any person filing a
18 petition of review with the circuit court must file a copy of the challenge with the director
19 not later than the end of the business day next following the date the petition is filed
20 with the circuit court. Nothing in this section is intended to invalidate a petition that is
21 timely filed with the circuit court.
22

23 (E) A measure shall be considered referred under this section as of the date the
24 board certifies its ballot title to the director.
25
26

1 4.51.070 Election dates

2 (A) Upon receiving the director's certification that a petition has been filed with
3 sufficient qualified signatures to require the proposed measure to be submitted to the
4 electors under subsection (F) of MCC 4.51.050, or upon referring the measure on its
5 own motion under MCC 4.51.060, the board shall call an election for submission of the
6 measure to the electors.
7

8 (B) The board shall call the election on the next available election date in ORS
9 203.085 that is not sooner than the 90th day after the date of the director's certificate
10 certifying sufficient signatures. In the event of a board referral, the election on the
11 referendum of county legislation [shall not be held less than 90 days after the board's
12 order calling the election unless it has been demonstrated that the public interest would
13 be harmed by waiting. In the event of a board referral of a property tax levy, tax base,
14 or bond measure, the election] shall be held on the next available [primary, general,
15 regular district, or other] election date for which the board meets the filing requirements
16 defined in ORS 254.103.
17

18 4.51.080 Election notice and procedure

19 [(A) In the case of special elections, the board shall cause notice thereof by
20 publication in two newspapers of general circulation within the county once each week
21 for three consecutive weeks prior to the election. The notice shall contain the date of
22 the election, the hours the polls will open and the ballot title of the measure. In
23 addition, on the day preceding or the day of the election, the director shall cause the
24 polling places at which electors may register their votes to be published in at least two
25
26

1 newspapers of general circulation within the county. The director shall appoint clerks
2 for any special election and may combine precincts in accordance with state law.]

3 (A)/(B) Notice of elections on measures to be submitted to the electors on
4 regular or special election dates shall be given in accordance with state law [and such
5 elections shall be conducted in conjunction with the elections of offices and other
6 measures to be submitted to the electors on said election dates].

7
8 [(C) The requirements of subsection (A) and (B) of this section do not apply
9 when the election is to be conducted by mail in accordance with state law.]

10 [(D) The notice procedures set forth in subsections (A) and (B) of this section are
11 in lieu of a county voters' pamphlet and no county voters' pamphlet shall be required for
12 elections subject to this chapter unless the board otherwise specifically directs.]

13
14 (B)/(E) Measures referred by the board shall be designated on the ballot
15 "Referred to the People by the Board of County Commissioners".

16 (C)/(F) Measures proposed by referendum petition shall be designated on the
17 ballot "Referred by Petition of the People".

18 (D)/(G) Measures proposed by initiative petition shall be designated on the
19 ballot "Proposed by Initiative Petition".

20
21 (E)/(H) Within 20 days following any election, the director shall certify the
22 election results to the board. The board shall thereupon canvass the vote and enter its
23 proclamation of the results in its journal.

24 (E)/(I) A measure adopted by the electors shall take effect 30 days after the
25 election, unless such measure expressly provides a later effective date.
26

1 4.51.090 Applicability of state law.

2 Applicable provisions of state law, dealing with any initiative and referendum
3 procedures or other election matters not regulated by this chapter, shall apply to
4 initiative and referendum procedures on county legislation, together with this chapter,
5 provided, however, that the provisions of this chapter shall prevail over any conflicting
6 provisions of state law relating to matters subject to regulation and legislation by the
7 county.
8

9
10 Approved this 26th day of June, 1997, being the date of its second reading
11 before the Board of County Commissioners of Multnomah County, Oregon.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

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Beverly Stein

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*

Sandra N. Duffy, Assistant County Counsel

BUDGET MODIFICATION NO.

Health 3

(For Clerk's Use) Meeting 06/26/97

Agenda No.

R-25

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

11/07/96 7/26/97

(Date)

DEPARTMENT HealthDIVISION VariousCONTACT Kathy InnesTELEPHONE 3027

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Increases Ryan White pass through appropriation based on increased grant funds received by the Health Department.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

Increases Ryan White Grant to the level of the current award; increases pass through and indirect.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Ryan White Formula	465,681	
Ryan White Supplemental	(119,034)	
Federal		346,647

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

Originated By	Date	Department Director	Date
		<i>Bill Odegaard</i>	6-13-97
Plan/Budget Analyst	Date	Employee Services	Date
<i>[Signature]</i>	6/16/97		
Board Approval	Date		
<i>[Signature]</i>	6/26/97		

BOARD OF
 COUNTY COMMISSIONERS
 97 JUN 16 AM 11:54
 MULTNOMAH COUNTY
 OREGON

BUDGET MODIFICATION NO Health 3

TRANSACTION DATE

ACCOUNTING PERIOD:

[illegible]

	TOTAL	
--	-------	--

350,155

TRANSACTION DATE

ACCOUNTING PERIOD

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
156	015	0324			2135			465,681		Ryan White Formula
156	015	0325			2136			(119,034)		Ryan White Supplemental
100	045	7420			6602			3,508		
								350,155		



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET AND QUALITY
PORTLAND BUILDING
1120 SW FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Kathy Innes

TODAY'S DATE: June 20, 1997

REQUESTED PLACEMENT DATE: June 26, 1997

SUBJECT: Health Budget Modification Number 3

I. Recommendation / Action Requested:

Approve an increase in the appropriation for the Ryan White Formula grant program for the 96/97 fiscal year.

II. Background / Analysis:

The actual grant award for the period 11/96 through 2/98 was greater than anticipated when this year's budget was prepared. The funds are budgeted in pass-through to be paid under subcontracts for services. Because the award was greater, actual expenditure for the fiscal period is greater than expected. The Ryan White Formula and Supplemental grants were budgeted at a combined \$2,423,000 for the 96/97 County fiscal year. Due to a higher level of funding, the expenditure estimate for the period is expected to be higher by \$346,000.

III. Financial Impact:

The action provides \$3,508 additional for the General Fund due to grant paid indirect.

IV. Legal Issues:

Although the Health Department does not expect to be overspent in the Federal State Fund, in order to assure that expenditures do not exceed appropriations when all expenses are accrued, it would be preferable to increase appropriations for Ryan White.

V. Controversial Issues:

VI. Link to Current County Policies:

This action recognizes increased funding for an on going County program funded with Federal grant funds.

VII. Citizen Participation:

The HIV Services Planning Council approved the spending priorities and funding level for various services provided with these funds.

VIII. Other Government Participation:

Funding is provided through the Federal Department of Health and Human Services.

BUDGET MODIFICATION NO.

Health 4

(For Clerk's Use) Meeting 06/26/97

Agenda No.

R-26

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

~~11/07/96~~ ~~7/26/97~~

(Date)

DEPARTMENT Health

DIVISION CareOregon

CONTACT Kathy Innes/Karen Maki

TELEPHONE x27027

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Appropriates funds for personal services for County employees working for CareOregon. CareOregon is reimbursing the County for employee costs under a full cost reimbursement contract.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

County employees working for CareOregon have been given two years to decide if they want to remain County employees or transfer to CareOregon. During that period they can remain on the County payroll and CareOregon reimburses the County for the costs of those employees.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date

Board Approval Dorothy C Boast 6/26/97

BOARD OF
COUNTY COMMISSIONERS
97 JUN 16 AM 11:54
MULTNOMAH COUNTY
OREGON

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.
Health 4
ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of year)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
3.36	6001 Office Assistant 2	\$75,744	\$13,264	\$13,328	\$102,336
0.72	6005 Admin Secretary	\$18,552	\$3,248	\$2,632	\$24,432
4.76	6020 Program Dev Tech	\$134,112	\$23,484	\$21,684	\$179,280
3.96	6021 Program Coordinator	\$139,752	\$24,472	\$20,840	\$185,064
0.60	6294 Health Assistant	\$13,920	\$2,436	\$396	\$16,752
1.92	6315 Community Health Nurse	\$79,728	\$13,960	\$10,904	\$104,592
0.52	6352 Health Educator	\$18,792	\$3,292	\$2,036	\$24,120
0.28	9340 Fiscal Spec Sr	\$12,576	\$2,204	\$940	\$15,720
2.00	9693 Health Serv Admin	\$111,888	\$19,592	\$15,616	\$147,096
1.00	9695 Heath Serv Mngr Sr	\$99,512	\$13,924	\$8,084	\$121,520
19.12		\$704,576	\$119,876	\$96,460	\$920,912

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

Permanent Positions, Temporary, Ov	JCN	Explanation of Change Org	BASE PAY Inc/(decrease)	Increase/(Decrease)		TOTAL Inc/(decrease)
				Fringe	Ins.	
0.84	6001	0650	\$18,936	\$3,316	\$3,332	\$25,584
0.18	6005	0650	\$4,638	\$812	\$658	\$6,108
1.19	6020	0650	\$33,528	\$5,871	\$5,421	\$44,820
0.99	6021	0650	\$39,938	\$6,118	\$5,210	\$51,266
0.15	6294	0650	\$3,480	\$609	\$99	\$4,188
0.48	6315	0650	\$19,932	\$3,490	\$2,726	\$26,148
0.13	6352	0650	\$4,698	\$823	\$509	\$6,030
0.07	9340	0650	\$3,144	\$551	\$235	\$3,930
0.50	9693	0650	\$27,972	\$4,898	\$3,904	\$36,774
0.25	9695	0650	\$24,878	\$3,481	\$2,021	\$30,380
4.77	TOTAL CURRENT FISCAL YEAR CHANGES		\$181,144	\$29,969	\$24,115	\$235,228

Health 4

TRANSACTION DATE

ACCOUNTING PERIOD

[illegible]

Health 1

TRANSACTION DATE

ACCOUNTING PERIOD

[illegible]



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
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SHARRON KELLEY

BUDGET & QUALITY OFFICE

PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley

FROM: R. Barry Crook, Budget & Quality Manager *bc*

DATE: June 16, 1997

SUBJECT: Budget Modification Health #4 - Billing for Personnel Services to CareOregon

On your June 26th agenda, you have an request seeking approval to increase expenditures in the General Fund by \$230,228 for 96/97 and to move add 4.77 FTE's to the General Fund for 96/97 to reflect the fact that CareOregon has become a non-profit entity, but many of the employees will continue to be County employees. CareOregon will be billed for the personnel costs. An advertisement has been placed in the *Oregonian* re the supplemental budget.

Fiscal Impact

No fiscal cost.

Budget Office Analysis of Request

The employees were billed to the General Fund upon transfer of CareOregon to non-profit status. This BudMod reflects that transfer. While the CareOregon fund could be reduced by the above amount, there appears to be little need since the employees are shown in General Fund accounts in the 97/98 budget and there may be some wrap up expenditures in the CareOregon fund needing budget authority.

Budget Office Recommendation

I recommend you approve the above Budget Modification.

MEETING DATE: JUN 26 1997

AGENDA NO: B-1

ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Informational: South Willamette River Crossing Study

BOARD BRIEFING **Date Requested:** June 26, 1997

Requested by: Karen Schilling

Amount of Time Needed: 30 minutes

REGULAR MEETING: **Date Requested:** _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services **DIVISION:** Transp & Land Use Planning

CONTACT: Karen Schilling **TELEPHONE #:** x83636

BLDG/ROOM #: Bldg 425

PERSON(S) MAKING PRESENTATION: Christine Deffebach (Metro) and Karen Schilling

ACTION REQUESTED:

☒ **INFORMATIONAL ONLY** ☐ **POLICY DIRECTION** ☐ **APPROVAL** ☐ **OTHER**

SUGGESTED AGENDA TITLE:

South Willamette River Crossing Study

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lou E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: **Call the Board Clerk at 248-3277**

AGEN.PL

BOARD OF
COUNTY COMMISSIONERS
97 JUN 13 AM 8:03
MULTNOMAH COUNTY
OREGON

12/96

South Willamette River Crossing Study

Screening Results and Recommendations

Executive Summary

April 1997



Prepared for the Project Management Group
Prepared by Metro Transportation Planning

Executive Summary

Introduction

The intent of the South Willamette River Crossing Study is to identify and prioritize crossing improvements over the next 20 years for the Willamette River Corridor between the Marquam and the I-205 bridges. The map identified on Figure E-1 shows the study area and its regional context. Improvements could include the replacement, removal or rehabilitation of the Sellwood Bridge, improvements to other crossings or construction of new crossings for vehicular, bicycle and pedestrian use. The study will recommend projects for inclusion in the Regional Transportation Plan (RTP) and for consideration in an environmental impact statement (EIS).

Metro is leading the study effort in conjunction with ODOT, Tri-Met, Multnomah and Clackamas counties and the cities of Portland, Milwaukie, Gladstone, Oregon City, West Linn and Lake Oswego. Staff from each of these jurisdictions and agencies participate on a Technical Advisory Committee (TAC), while senior staff from each jurisdiction form a Project Management Group (PMG) for the study. The PMG will review TAC recommendations and forward them to Metro's Transportation Policy Alternatives Committee (TPAC), the Joint Policy Advisory Committee on Transportation (JPACT) and Metro Council for action. The study is scheduled to be completed by the end of 1997.

The South Willamette River Crossing Study involves three successive steps to narrow options for consideration in an EIS.

1. The first step initially defines the crossing options for consideration in this study.
2. The second step screens the options to a limited number for further evaluation by assessing how the options meet travel demand and the potential impacts to public parks and threatened species.
3. The third step evaluates the options using travel demand forecasts and conceptual designs for the options.

By increasing the level of analysis for each screening, the study reserves the more intensive efforts for the crossing options with the greatest potential.

The first step was completed and approved by the PMG in 1995. Public and staff identified potential crossing options in a series of meetings and workshops in 1994. Staff selected 12 options for inclusion in the study that met a set of minimum criteria. For inclusion, the options

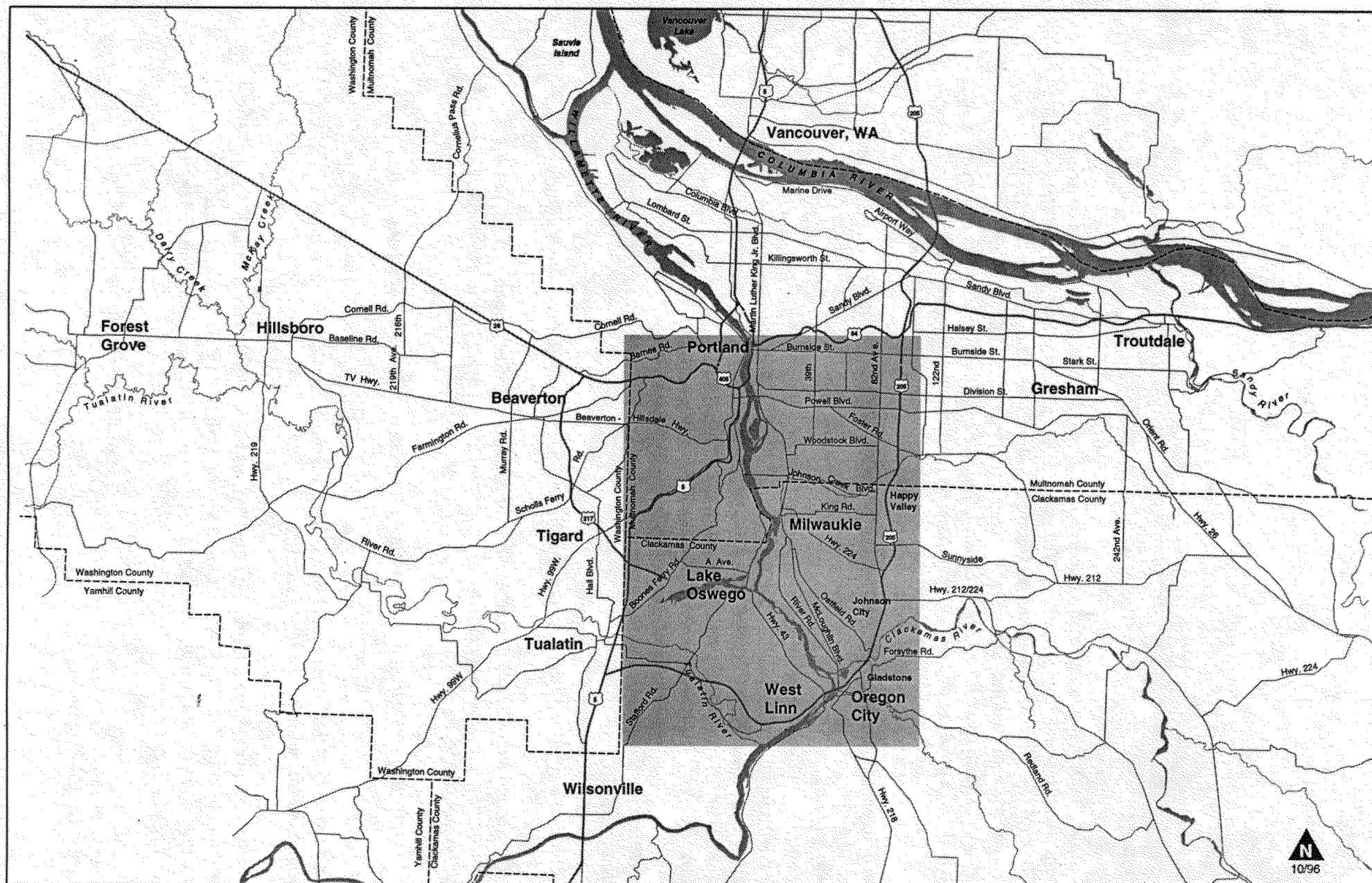

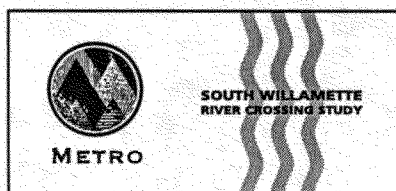


Figure E1 Study area within regional context



Study area
County lines



had to be multi-modal, avoid impact to public parks and major geographic constraints or major institutional displacement. Staff later clarified option definitions and expanded the list to 14.

This executive summary presents the results of the screening and recommends options for the evaluation step. It includes a description of the purpose and need for the study, presents the recommendations and briefly summarizes the screening methodology and key findings.

Study Purpose and Need

Although congestion occurs throughout the corridor, the study focuses on transportation problems at the river crossings. Previously adopted policies, most recently documented in South/North Transit Corridor Study, give priority to major transit investments to meet growth in travel demand instead of in highway capacity expansion. This study assumes that the South/North Light Rail will be constructed within the next 20 years to help meet travel demand through the corridor.

The following describes the transportation problems and policies that support the need for this study.

Crossing Demand

Within the corridor, four vehicular bridges (the Ross Island, Sellwood, I-205 and Oregon City) and one rail bridge cross the river. All vehicular bridges and their approaches experience congestion during peak periods. Despite efforts adopted in the 2040 Growth Concept to create a jobs/housing balance, manage travel demand and reduce vehicular traffic, traffic projections forecast increased congestion on the bridges and bridge approaches during the next 20 years.

Metro's travel forecasts project that increases in travel demand will occur throughout the region, increasing demand for river crossings and travel in the corridor. Within the study area, PM peak hour trips in two developing areas, near the west end of the Ross Island Bridge and in the Milwaukie and Highway 224 corridor, will increase by more than 50 percent.

For bicyclists and pedestrians, fewer crossing options are available. Regulations prohibit bicyclists from the I-205 Bridge and require bicyclists to walk their bikes in the sidewalk area on the Sellwood, Ross Island and Oregon City bridges. The expansion of bicycle facilities on either side of the river and the adopted policy support for bicycle use have increased interest in improving bicycle and pedestrian crossing conditions.

Sellwood Bridge Conditions

Because it is approaching the end of its planned life span, the Sellwood Bridge presents the most immediate crossing problem in the study area. The bridge has two 12-foot travel lanes and one 4'3" wide sidewalk. The more than 3,000 vehicle trips on the bridge during the PM peak hour in 1997 cause congestion and delay on the bridge and its approaches, Highway 43 and Tacoma

Street. Due to the traffic volumes, narrow lanes and substandard bicycle and pedestrian facilities, engineers consider the bridge to be functionally obsolete.

Multnomah County, as the bridge owner, is responsible for maintaining the structural integrity of the bridge and meeting seismic standards. The county's current capital improvement program identifies a need of approximately \$10 million for bridge maintenance. To extend the life of the bridge, the county imposed weight limits that restrict truck use in 1985. The county would need additional funds to complete bridge upgrades necessary to remove the truck restrictions on use of the bridge.

Although located within the City of Portland, the Sellwood Bridge is used for trips to and from Clackamas County, Portland and Washington County. Because of the limited number of crossings, the average trip length for the bridge is longer than an average trip. Plans to replace or improve the bridge need to take into consideration these travel demands and support land-use goals adopted in the 2040 Growth Concept.

Other bridges in the corridor do not have available capacity to serve travel demand currently using the Sellwood Bridge. Unacceptable congestion during the PM peak hour (level of service E and F) occur now throughout the corridor, sometimes in both directions. The Sellwood and Ross Island bridges and their approaches experience more congestion than the I-205 or Oregon City bridges. During the PM peak hour, the west end of the Ross Island Bridge is one of the more congested locations due to connections to Highway 43 and I-5 and other bridge approach limitations.

Other Considerations

The study needs to consider other federal, state and regional policies in the evaluation of options. Although the environmental impact statement for the recommended project will evaluate environmental issues, sensitive environmental areas in the corridor need to be considered in this stage of the study as well. Crossing improvements need to minimize impacts to the natural and the built environment along the river.

Measures to manage or reduce demand need to be considered. Local, state and federal policies require use of congestion management strategies to reduce vehicle miles traveled through the corridor before expanding capacity.

Even at preliminary stages, potential for funding needs to be considered. Crossing improvements will require combinations of federal, state or local funding. The feasibility of tolls and private partnerships as funding sources needs to be addressed.

Goal and Objective Summary

Based on the study purpose and need, the recommended river crossing improvements for the South Willamette River Corridor should:

- accommodate multi-modal river crossing travel demand
- support adopted regional land-use and transportation plans
- coordinate with on-going regional planning efforts
- minimize environmental impacts
- be financially feasible.

Screening Criteria and Findings

The screening process reviewed available travel demand and environmental information to assess how well the options met all of the study goals and objectives. The travel demand data reflects Metro's forecast of traffic conditions in 2015 and allows analysis of travel origins and destinations for trips using the bridge. Available environmental information included public park, historic site and threatened species locations. The screening used those criteria that revealed the greatest differences between the options based on the available information. These were:

- *Avoid Impacts to Public Parks or Threatened and Endangered Species.* The US Department of Transportation requires an analysis of all prudent and feasible alternatives in an EIS if a project affects a public park, recreation area, wildlife and waterfowl refuge or any significant historic site (CFR 771.135 Section 4(f) 49 U.S.C. 303). This screening evaluated the potential for the options to impact a public park or affect a threatened or endangered species. Potential impacts to parks were determined by considering whether the crossing would cross over a park or need to use park lands for pier locations. Proximity of the crossing to nesting eagles living on Ross Island was considered in determining impact to threatened or endangered species.
- *Accommodates Vehicular Travel Demand by Serving Identified Travel Shed Needs.* The area that uses a bridge is a travel shed. Some areas in the corridor use one bridge almost exclusively while other areas use two or more bridges. Trips from areas that share bridge travel sheds could potentially shift between bridges if one or another bridge were improved to offer faster travel times. To relieve demand on the existing Sellwood Bridge, improvements need to serve this travel shed. According to Metro's traffic model, the travel sheds for the Sellwood and Ross Island bridges overlap, implying that trips using the Ross Island and Sellwood bridges offer the greatest potential to shift use from one bridge to another, depending on the type of improvement. A smaller travel shed overlap between the Sellwood and I-205 bridges indicates lower potential for improvements on I-205 to meet travel demands in the corridor. Figures E-2 and E-3 illustrate the travel shed overlap for I-205 and Sellwood bridges and for the Ross Island and Sellwood bridges.
- *Accommodates Vehicular Travel Demand by Connecting Regional Facilities.* The travel demand forecasts identify a large number of trips within the Sellwood Bridge travel shed that travel between regional facilities. This criterion evaluates how well the crossing options make these connections without creating additional congestion through weave and merge problems. In the northern part of the area, the demand is for connections between Highway 99E and

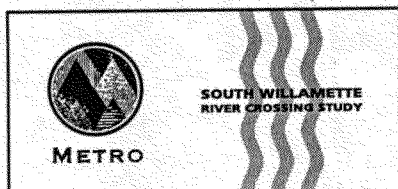
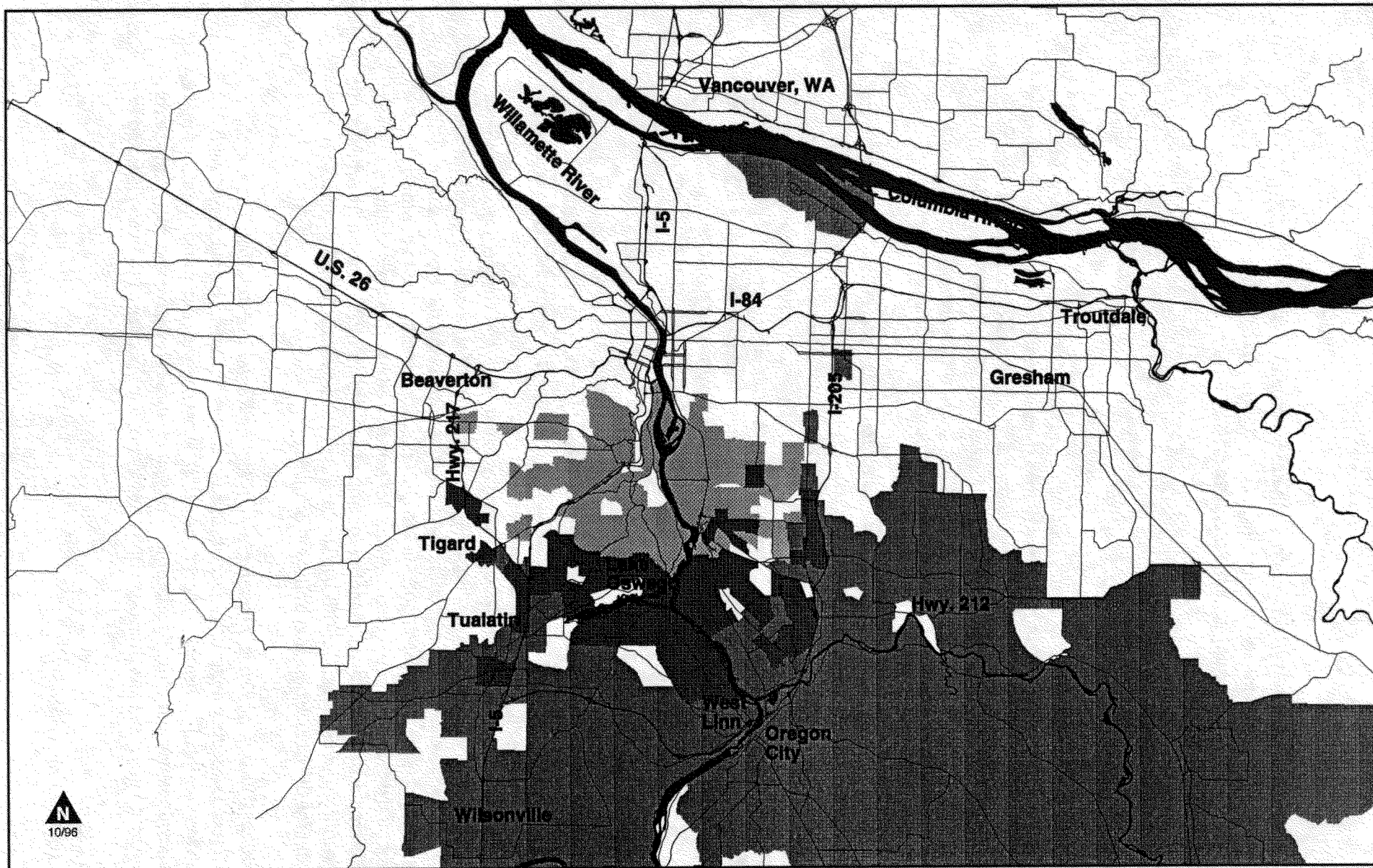


Figure E.2

**Sellwood Bridge and I-205 Bridge
Travel Sheds**

- Major arterials and highways
- Rivers and Lakes
- Sellwood and I-205 Bridges
- Sellwood Bridge Travel Shed
- I-205 Bridge Travel Shed
- Shared Travel Shed

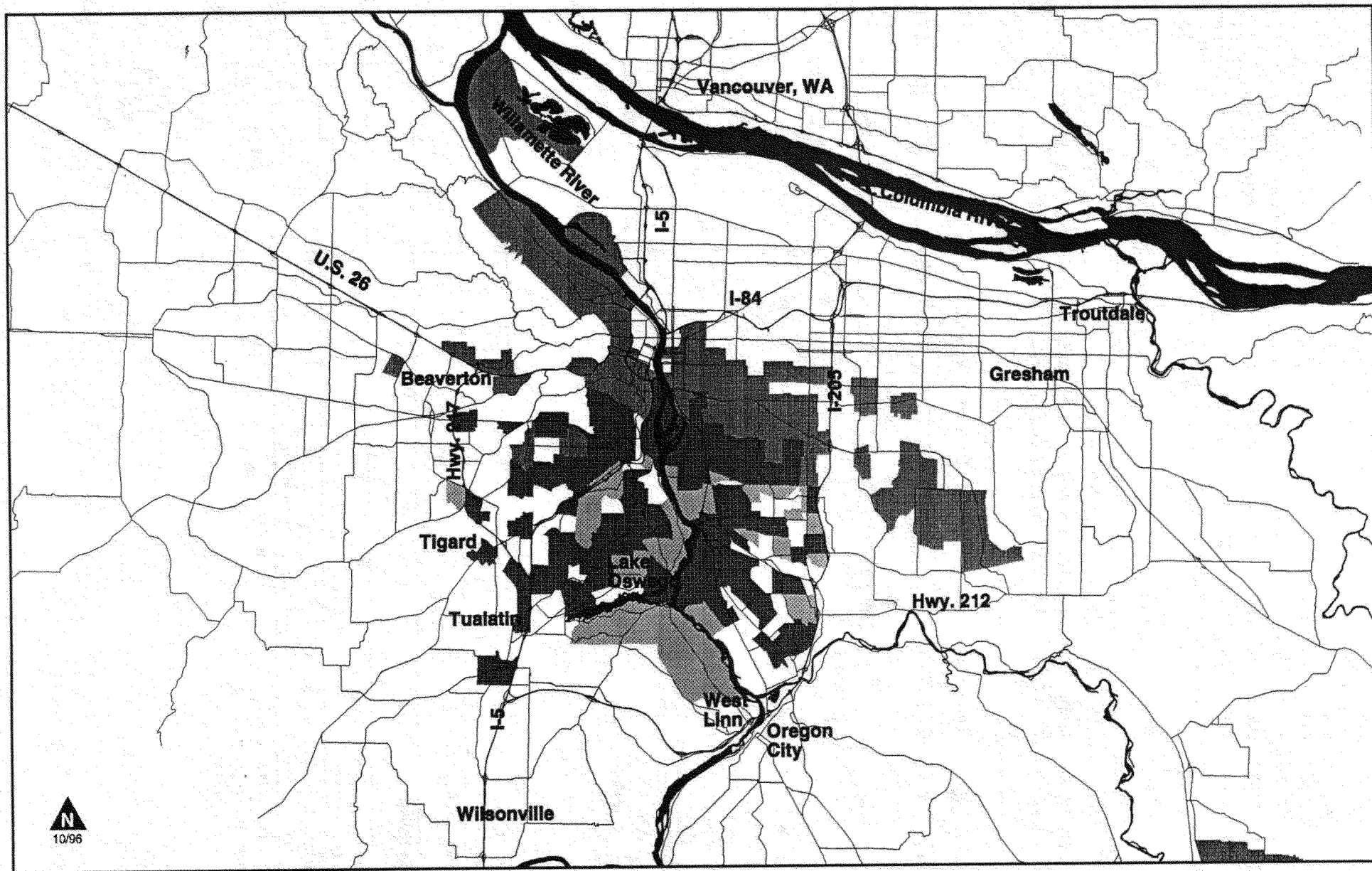
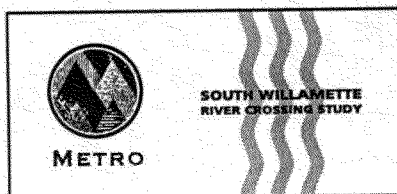


Figure E.3

Sellwood Bridge and Ross Island Bridge Travel Sheds



- Major arterials and highways
- Rivers and Lakes
- Sellwood and Ross Island Bridges
- Sellwood Bridge Travel Shed
- Ross Island Bridge Travel Shed
- Shared Travel Shed

I-405 and I-5. In the southern part of the area, the demand is for connections between Highway 43 and Highway 99E. Demand extends further east along Highway 224 on the eastside and into Washington County on the westside. Only those options that seem unlikely to make the needed connections fail this criterion. Several options pass though they have the potential to create additional traffic impacts, depending on the design of the option.

All options at this level of analysis have the potential to meet other objectives, such as improving bicycle and pedestrian crossings or supporting land-use goals adopted in the 2040 growth concept. The evaluation step will address these and other goals and objectives by using conceptual designs and traffic forecasts in the analysis of the options. Table E-1 summarizes the findings for the criteria for options included in the screening process.

Table E-1 Evaluation Summary for Second Screening			
Crossing Option	Accommodates Vehicular Demand Based on Travel Shed	Accommodates Regional Connections	Avoids Impacts to Parks and Threatened Species
1a. Improve approaches to Ross Island Bridge	Pass	Pass	Pass
1b. Improve approaches to Ross Island Bridge and add new ramps to Marquam Bridge	Pass	Pass	Pass
2. Improve approaches to Ross Island Bridge and new Bridge North of existing Ross Island Bridge	Pass	Pass	Pass
3. New Caruthers Street Bridge south of Marquam Bridge	Pass	Pass	Pass
4. New Bridge Near Holgate	Pass	Fail	Fail
5a. Replace Sellwood Bridge	Pass	Pass	Pass
5b. Replace Sellwood Bridge with four lanes	Pass	Pass	Pass
6. New bridge near Ochoco Street	Pass	Pass	Fail
7. New bridge Between Milwaukie and Riverwood	Pass	Pass	Pass
8a. New bridge north of Railroad Bridge	Pass	Pass	Pass
8b. New bridge south of Railroad Bridge	Pass	Pass	Fail
9. New bridge between Lake Oswego and Oak Grove	Pass	Pass	Pass
10a. New lanes on I-205 and on I-205 Bridge	Fail	Pass	Pass
10b. New lanes on I-205 and on I-205 Bridge with new bridge parallel to the existing Oregon City Bridge.	Fail	Pass	Pass

Recommendations

Of the 14 options included in the screening process, staff recommend seven for further evaluation and recommend setting aside seven from evaluation at this time. Figure E-2 summarizes these recommendations. In addition, staff recommend an approach to the evaluation that allows consideration of a range of investment options for the existing Sellwood Bridge, transportation demand management (TDM) options and option combinations for modeling.

Options for Further Evaluation

Staff recommends that the evaluation include the following options:

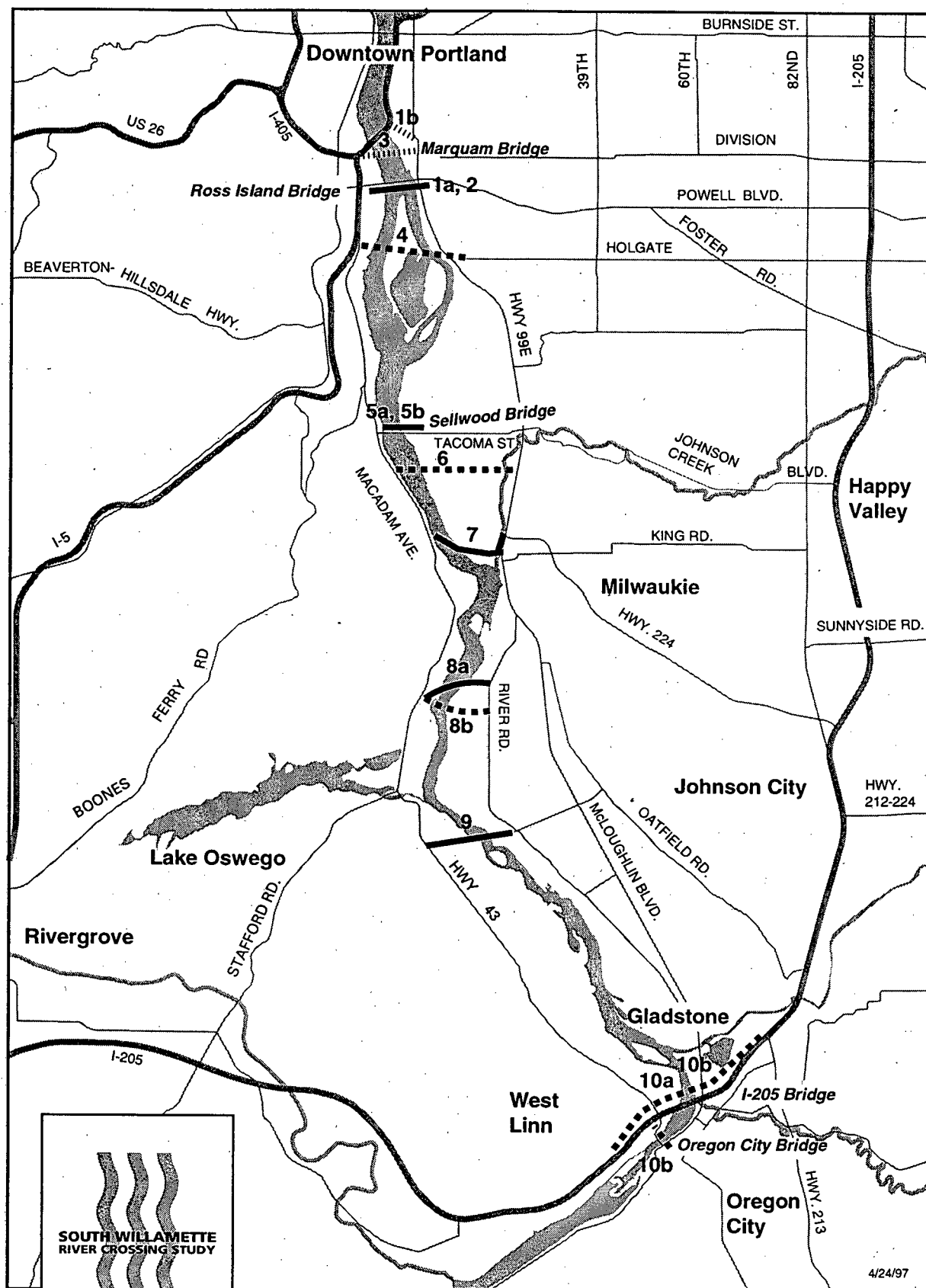
- Replacement of the Sellwood Bridge as a two-lane bridge with improved west side approach operations (Option 5a) and as a four-lane bridge with improved approach operations (Option 5b). These options would serve the identified travel shed, allow connections between Highway 43 and Highway 99E and could avoid impacts to a public park or threatened species.
- Improvements to existing Ross Island Bridge operations (Option 1a) and new capacity in the vicinity of the Ross Island Bridge (Option 2). These options will test the feasibility of using existing infrastructure with improved connections between Highway 99E and I-405 and new capacity to increase use of the Ross Island Bridge for trips in the corridor.
- Evaluation of three new crossing options in Clackamas County:

New bridge between Milwaukie and Riverwood with the intent to improve connections between Highway 43 and Highway 99E and Highway 224 (Option 7).

New bridge in the vicinity of the existing railroad bridge with arterial improvements to connect to River Road and McLoughlin Boulevard (Option 8a).

New bridge between south Lake Oswego and Oak Grove with arterial connections to Highway 43 and McLoughlin Boulevard (Option 9).

Traffic modeling of these options would test the effect of a new crossing on trip patterns and in serving demand within Clackamas County. About 7 percent of Sellwood Bridge trips travel between Clackamas County on the east and west side of the river. A new crossing somewhere between the Sellwood and I-205 bridges could potentially serve this demand and reduce trip length.



4/24/97

Not Recommended for Evaluation in This Study

Staff recommend setting aside the following options:

- New bridge near Holgate Boulevard (Option 4). This option would cross near the great heron rookery, a sensitive area on Ross Island, and a bald eagle nest, a threatened species. In addition, although this option is within the Sellwood Bridge travel shed, connections to the bridge could create new weave and merge conflicts. Located at I-5 near the Southwest Hood Avenue on-ramp, bridge traffic oriented westbound to I-405 would use Southwest Macadam Avenue, following a somewhat circuitous route. Access to I-5 southbound from the bridge would require new ramp construction or modification of an existing ramp.
- New bridge near Ochoco Street (Option 6). This option would likely impact Marine Powers Park, a linear public park parallel to the river, with location of either the bridge piers or approaches.
- New bridge south of Railroad Bridge (Option 8b). This option would potentially impact River Villa Park on the east side. A design to avoid this park could potentially impact the historic Tryon Socrates House on the west side. The approaches and/or bridge would potentially impact Tryon Creek, a fish-bearing stream that empties into the Willamette River at this location.
- New lanes on I-205 and I-205 bridge with and without the new bridge parallel to the Oregon City Bridge (Options 10a and 10b). Although not recommended for further evaluation in this study, staff recommend considering them in the context of Oregon City, West Linn and I-205 Corridor needs. Travel forecasts indicate that these bridges currently do not serve the same travel shed as the Sellwood Bridge and operate at less congested conditions than the Sellwood Bridge. As a result, improvements to these bridges would not likely accommodate the travel demand in the study area. Improvements to these bridges could address other regional travel patterns or facilitate development in Oregon City and West Linn.
- Options 1b, new ramps to the Marquam Bridge and Option 3, New Caruthers Street Bridge, until the evaluation of Options 1a and 2 is complete. If the evaluation shows that new capacity and improved connections effectively serves crossing demand, other options could be evaluated. Although these two options pass the screening criteria, they pose significant design issues with I-405 and I-5 structures and could create additional traffic impacts due to the changes needed in access to and from I-5, I-405 and other major arterials. Staff recommend first pursuing Options 1a and 2, which modify the existing Ross Island Bridge, before evaluating these options with potentially greater impacts.

Other Recommendations

The following recommends an approach to the evaluation in the next step of this study.

The evaluation needs to include consideration of efforts to reduce demand. In response to regional, state and federal requirements, staff will develop a transportation demand management option and consider the effect of additional efforts on reducing demand in the evaluation.

The Sellwood Bridge presents several investment options for the existing facility as well as for new facilities. Staff recommend developing year 2015 travel forecasts, using Metro's Emme2 model, for option combinations that take into account the existing Sellwood Bridge, a replacement two and four-lane Sellwood Bridge, Sellwood Bridge as a bicycle- and pedestrian-only facility and scenarios without a Sellwood Bridge. Staff will combine these options for the modeling and cost estimates with improvements in the Ross Island Bridge and vicinity and new crossings in Clackamas County. Table E-2 summarizes the proposed modeling option combinations.

Table E-2: Recommended Crossing Option Combinations for Modeling

Sellwood Bridge		No Improvements to Other Crossings w/ TDM	Ross Island Bridge Improvements and New Capacity (Options 1 and 2)	New Clackamas County Crossings w/ TDM (Options 7, 8a and 9)
A.	No Sellwood Bridge	X	X	X
B.	Sellwood Bridge maintained for continued use as a bicycle-and pedestrian-only facility	X	X	X
C.	Sellwood Bridge with needed maintenance for auto use and seismic standards	X	X	X
D.	Sellwood Bridge maintained for auto use (C above) with improved bike/ped facilities	X	X	X
E.	New 2-lane Sellwood Bridge	X	X	X
F.	New 4-lane Sellwood Bridge	X	X	X

Prior to beginning the travel forecasting, staff recommend that the PMG and TAC meet in a workshop format to define the critical assumptions needed for modeling. This will include, for example, assumptions about I-405 connections for the Ross Island Bridge options and for access to River Road for the option in the vicinity of the existing railroad bridge, among others.

Based on the results of the travel demand modeling, staff will recommend options for conceptual designs and cost estimating that serve travel demand needs. Staff will use intergovernmental assistance to complete the conceptual designs and costs estimates.

For those options that have the greatest potential to meet demand and are the most efficient from a design perspective, staff will evaluate the potential for the option to qualify for regional, state or federal funding.

To keep the public informed on this study, staff will summarize the key findings and recommendations presented in the screening step in a newsletter for the South Willamette River Crossing Study mailing list. At the completion of the evaluation step, staff will present results to the PMG, TPAC, JPACT and Metro Council and establish public comment opportunities at workshops and hearings.

South Willamette River Crossing Study

Status Update

June 1997



What's new?

Staff has completed screening 14 initial river crossing options and recommended seven for evaluation in this study. The public identified 20 river crossing options at workshops in 1994. From this list, staff selected 14 initial options for consideration in this study.

What did the screening consider?

Using a conceptual definition of the options, the screening process evaluated the potential for the options to:

- Meet river crossing travel demand within the corridor. Crossing options located within the travel sheds of the Ross Island and Sellwood bridges and that connect the most heavily used arterials in the corridor were recommended for further evaluation because they have the potential to meet travel demand.
- Avoid impacts to public parks and threatened species in the corridor. Crossing options that could avoid either crossing over or using a public park along the Willamette River for piers were recommended for further evaluation. The screening also recommended options that avoided proximity to bald eagles, a threatened species that lives on Ross Island.

What will happen to the recommended options?

This study will further evaluate the recommended options. The evaluation will determine the relative differences between the options for addressing transportation problems, supporting land-use goals and minimizing environmental impacts. Information developed during the evaluation will include:

- changes in traffic volumes and levels of congestion on bridges, bridge approaches and roads accessing the bridge
- changes in trip length
- bicycle and pedestrian suitability
- opportunities for transit use
- potential benefits for truck use
- impacts to the natural, built and cultural environment
- support for regional land-use goals
- consistency with city and county plans and policies in the corridor
- cost and financial feasibility.

In addition to the recommended crossing improvement options, the evaluation will consider the effect of efforts to reduce vehicular trips on the need for crossing improvements. Efforts could include tolls, ridesharing, telecommuting and increased use of transit, bicycles and walking. The evaluation will also include the effect of additional transit ridership due to the recommended South/North light-rail line.

What is the South Willamette River Crossing Study?

The intent of the South Willamette River Crossing Study is to identify and prioritize crossing improvement strategies during the next 20 years for the Willamette River Corridor between the Marquam and the I-205 bridges. Improvements could include the replacement, removal or rehabilitation of the Sellwood Bridge, improvements to other crossings or construction of new crossings for vehicular, bicycle and pedestrian use. The study will recommend strategies for inclusion in the Regional Transportation Plan (RTP) and for further environmental documentation.

What is the crossing problem?

Crossing demand exceeds the available capacity of bridges and their approaches in the corridor and the lack of crossings increases trip length. Bridge crossing back-ups affect travel on other arterials in the area. The lack of crossings for bicycles and pedestrians results in a gap in the developing bicycle and pedestrian system on either side of the river.

The condition of the Sellwood Bridge increases the need to develop a crossing improvement strategy for the area. Although the bridge, built in 1925, remains safe today, it is approaching the end of its planned life span. Multnomah County, which owns the bridge, and other jurisdictions, need to make a decision as to the cost-effectiveness of continued investments in the bridge compared to bridge replacements and other crossing options.

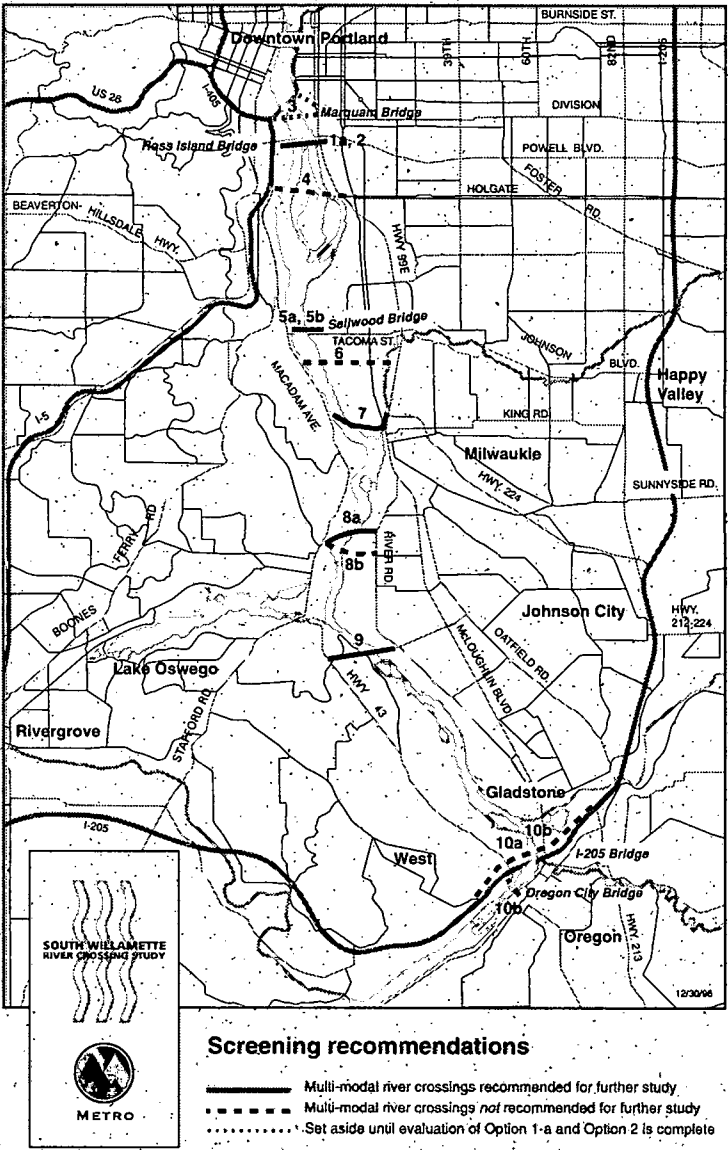
Who is leading this study effort?

Metro is leading this study in conjunction with the Oregon Department of Transportation (ODOT); Tri-Met; the cities of Portland, Milwaukie, Gladstone, Oregon City, West Linn and Lake Oswego; and Clackamas and Multnomah counties. Technical staff from these jurisdictions and agencies are participating in a Technical Advisory Committee (TAC). A project management group, made up of management staff from the same jurisdictions and agencies, is reviewing the analysis. Metro's Transportation Policy Alternatives Committee (TPAC), Joint Policy Advisory Committee on Transportation (JPACT) and Metro Council will review and act on the recommendations. Metro will hold hearings to allow for public comment prior to acting on study recommendations and seek comment from other elected officials, business and community groups in the corridor.

Which crossing options will the study evaluate?

Staff recommends:

1. Evaluate the following in the study:
 - improvements to existing Ross Island Bridge approaches (Option 1a) and new capacity in the vicinity of the Ross Island Bridge (Option 2)
 - replacement of the Sellwood Bridge as a two-lane and four-lane bridge (options 5a and 5b)
 - three new two-lane or four-lane crossings in Clackamas County. (options 7, 8a and 9)
2. Set aside from further consideration in this study:
 - new bridge near Holgate Boulevard (Option 4) due to proximity to a bald eagle nest, a threatened species, and difficult regional connections to the bridge on the west side
 - new bridge near Ochoco Street (Option 6) due to potential impact to Marine Powers Park
 - new bridge south of Railroad Bridge (Option 8b) due to potential impacts to River Villa Park, a historic site, and Tryon Creek.
3. Evaluate the I-205 improvements (options 10a and 10b) in the context of the I-205 Corridor. These improvements would not likely accommodate the travel demand in the study area but could address other regional transportation problems and land-use goals. Option 10a would add new lanes on I-205 and the I-205 Bridge. Option 10b would be the same as 10a in addition to a new bridge parallel to the Oregon City Bridge.
4. Set aside other improvements north of the Ross Island Bridge (options 1b, new ramps to the Marquam Bridge, and 3, a new bridge at Caruthers Street) from further evaluation until results are available to indicate the effectiveness and potential design issues of other options.
5. Evaluate the benefits and cost of a range of investment options for the existing Sellwood Bridge including:
 - no Sellwood Bridge
 - maintenance of the existing bridge for continued use as a bicycle- and pedestrian-only facility
 - maintenance of the existing bridge to meet vehicular traffic standards, including necessary seismic standards
 - improved bicycle and pedestrian facilities on the existing bridge in addition to vehicular improvements above.
6. Evaluate the Sellwood Bridge improvement options in combination with improvements to the Ross Island Bridge and new two or four lane Clackamas County crossings.



What happens next?

Metro's TPAC, JPACT and Council are seeking public comment prior to taking action on the recommended crossing options for further evaluation. The following is the proposed meeting schedule. Call 797-1900 first to confirm meeting dates and times. All meetings are open to the public and will be held at Metro Regional Center, 600 NE Grand Ave., Portland.

- June 27 TPAC for action, includes review of public comments received
- July 8 Public hearing held by Metro Transportation Committee at 1:30
- July 10 JPACT for action, includes review of public comments received
- July 22 Transportation Committee for action
- Sept Metro Council (not yet scheduled)

The schedule allows time for city council and county commission consideration or action on the recommendations and for review by community and business groups.

What do you think? Please let us know:

- attend the public hearing
- invite Metro staff to speak at your business or community group meeting
- submit written comments by June 24, 1997, for review by TPAC and by July 7, 1997, for review by JPACT to:

Chris Deffebach
Transportation Department
Metro
600 NE Grand Ave.
Portland, OR 97232

Need more information?

For more information, to request the Screening Results and Recommendations executive summary or report or to arrange for a speaker, call the following Metro numbers:

Chris Deffebach, Project Manager, 797-1921
Tim Collins, Associate Transportation Planner, 797-1762
Transportation hotline, (503) 797-1900

MEETING DATE: JUN 26 1997

AGENDA #: B-2
ESTIMATED START TIME: 11:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Policy Discussion about Use of Unspent Appropriations

BOARD BRIEFING: DATE REQUESTED: 6/26/97

REQUESTED BY: Chair's Office / Commissioner Saltzman

AMOUNT OF TIME NEEDED: 20 minutes

REGULAR MEETING: DATE REQUESTED: 6/26/97

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Nondepartmental

DIVISION: Chair / Board

CONTACT: Dan Saltzman / Bill Farver / Dave Warren TELEPHONE #:

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Board policy discussion about a budget policy to encourage departments to save money by allowing them to use the underspending in the next year.

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: Bill Farver

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
JUN 19 PM 12:27
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277