

✓
Public
Comment

PLEASE PRINT LEGIBLY!

MEETING DATE _____

6-29-95

NAME
ADDRESS

Richard H. Koenig

STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. _____

R-1

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

4803! ~

ANNOTATED MINUTES

*Tuesday, June 27, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

PLANNING ITEM

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

P-1 SEC 8-94 DE NOVO HEARING, with Testimony Limited to 20 Minutes Per Side, Including Rebuttal, in the Matter of an Appeal of the April 3, 1995 Hearings Officer Decision AFFIRMING, AND MODIFYING the Planning Director Decision and DENYING an Appeal in the Matter of APPROVING, Subject to Conditions, a Requested Significant Environmental Concern (SEC) Permit for an Addition to an Existing Single Family Dwelling, for Property Located at 5830 NW CORNELL ROAD. (Continued from May 23, 1995) 2 HOURS REQUESTED.

AT THE REQUEST OF THE APPLICANT DUE TO THE LACK THE PRESENTS OF A FULL BOARD AND FOLLOWING EXPLANATION FROM PLANNER MARK HESS, COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, TO CONTINUE P-1 TO TUESDAY, JULY 18, 1995, 1:30 PM. HEARING UNANIMOUSLY CONTINUED TO 1:30 PM, TUESDAY, JULY 18, 1995.

There being no further business, the meeting was adjourned at 9:35 a.m.

**OFFICE OF THE BOARD CLERK
of MULTNOMAH COUNTY, OREGON**


Carrie A. Parkerson

*Thursday, June 29, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

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

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-15)
WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 *In the Matter of the Appointments of the Following County Employees to the 1995 CAMPAIGN MANAGEMENT COUNCIL: Darlene Young, Warren Cook, Ronnie Meyers, JoAnn Allen, Chris Cameron, Kathy Millard, Elizabeth Rothery, Bobbie Damiani, Linda Easley, Karen Rhein, Lance Duncan, Theresa Sullivan and Jim Stegmiller*
- C-2 *In the Matter of the Appointment of Elizabeth J. Warman, Maureen Casterline, Carol Matarazzo, Larry Hanson and Sheila Hitchen to the PRIVATE INDUSTRY COUNCIL*

DEPARTMENT OF AGING SERVICES

- C-3 *Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #100145, between Tri-Met and Multnomah County to Extend the Current Agreement to Purchase Door-To-Door Rides for Frail Elderly Transportation, Effective July 1, 1995 through December 31, 1995*
- C-4 *Ratification of Amendment No. 1 to Intergovernmental Revenue Agreement, Contract #102575, between Multnomah County and the State Senior and Disabled Services Division to Increase FY 1994-95 State and Federal Revenues by \$780,002, Effective Upon Execution through June 30, 1995*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 *Ratification of an Intergovernmental Agreement, Contract #101246, between Multnomah County and the City of Wood Village to Install a Main Supply Waterline to Improve Fire Flow and Water Quality to Area North of I-84, Effective July 1, 1995 through June 30, 1996*
- C-6 *Ratification of an Intergovernmental Agreement, Contract #102226, between Multnomah County and Burlington Water District to Replace Undersized Waterline to Reservoir Supply Using \$66,900 in Federal Community Development Block Grant Funds, Effective July 1, 1995 through June 30, 1996*
- C-7 *Ratification of an Intergovernmental Agreement, Contract #102236, between Multnomah County and the City of Fairview for the Conversion of Sub-Standard Fire Hydrants and Fifth Street Storm Drain Using \$46,723 in Federal Community Development Block Grant Funds, Effective July 1, 1995 through June 30, 1995*

- C-8 *Ratification of an Intergovernmental Agreement, Contract #102246, between Multnomah County and the City of Troutdale for Construction of Approximately 50 Wheelchair Ramps on Previously Constructed Sidewalks Using \$34,500 in Federal Community Development Block Grant Funds, Effective July 1, 1995 through June 30, 1996*
- C-9 *Ratification of an Intergovernmental Revenue Agreement, Contract #102266, between Multnomah County Community and Family Services Division and Centennial Public School District to Provide \$41,000 to Fund the Children's Mental Health Services through the Managed Care System, Effective July 1, 1995 through June 30, 1996*

DEPARTMENT OF HEALTH

- C-10 *Ratification of an Intergovernmental Agreement, Contract #200076, between Multnomah County and Oregon Health Sciences University for Hospital Services for Corrections Prisoners, Effective July 1, 1995 through June 30, 1996*
- C-11 *Ratification of an Intergovernmental Agreement, Contract #200556, between the State of Oregon Children's Services Division and Multnomah County Health Department to Provide 1.0 FTE Public Health Nurse to the State's Family Support Team Project, Midtown Branch Office, Effective July 1, 1995 through June 30, 1996*
- C-12 *Ratification of an Intergovernmental Agreement, Contract #200566, between the State of Oregon Children's Services Division and Multnomah County Health Department to Provide 1.0 FTE Public Health Nurse to the State's Family Support Team Project, East County Branch Office, Effective July 1, 1995 through June 30, 1996*
- C-13 *Ratification on an Intergovernmental Agreement, Contract #202195, between the Oregon Health Sciences University and Multnomah, on Behalf of CareOregon Providing Staff, Purchase Equipment, Software and Support Services to Create and Maintain CareOregon, Effective Upon Execution through June 30, 1998*

SHERIFF'S OFFICE

- C-14 *Ratification of Amendment No. 1 to Intergovernmental Revenue Agreement, Contract #800575, between the Multnomah County and the Oregon State Marine Board to Provide \$55,000 for the Sheriff's Office River Patrol to Purchase Needed Equipment and Supplies to Conduct Marine Law Enforcement Activities, Effective July 1, 1994 through June 30, 1995*
- C-15 *Budget Modification MCSO #19 Requesting Authorization to Add \$55,000 in Marine Board Revenue to the River Patrol Budget to Appropriate Funds the Marine Board will Provide for the Sheriff's Office to Purchase Needed Equipment and Supplies*

PUBLIC COMMENT

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

RICHARD KOENIG COMMENTED IN OPPOSITION TO FAMILY SERVICES MEDIATION PROCESS.

UNANIMOUS CONSENT ITEM

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

NON-DEPARTMENTAL

UC-1 *PROCLAMATION in the Matter of Recognizing the Contributions of Neil Kelley*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF UC-1. COMMISSIONER GARY HANSEN EXPLANATION. PROCLAMATION 95-143 WAS UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY'S OFFICE

R-2 *Ratification of an Intergovernmental Agreement, Contract #700046, between Tri-Met Security Section and Multnomah County District Attorney's Office to Provide One FTE Deputy District Attorney to Implement a Neighborhood Based Prosecution Project in the Area Served by Tri-Met, Effective July 1, 1995 through June 30, 1996*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. DISTRICT ATTORNEY MICHAEL SCHRUNK WITH STEVE TILLINGHAST, TRI-MET SECURITY PRESENTED EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-3 *Ratification of an Intergovernmental Agreement, Contract #500096, between Multnomah County and the Portland Development Commission to Administer the Distribution of \$200,000 Multnomah County Contribution to the Brentwood-Darlington Community Family Resource Center Project*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. DARLENE CARLSON AND SAM GALBREATH PRESENTED EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED. COMMISSIONER COLLIER THANKED MS. CARLSON, MR. GALBREATH AND ALL OTHERS FOR THEIR WORK.

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, ITEMS R-4 THROUGH R-9; R-11; R-12; R-14 THROUGH R-16; AND R-18 THROUGH R-20 WERE UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-4 Budget Modification NOND #15 Requesting Authorization to Transfer \$10,000 from Personal Services to Materials and Services to Pay the City of Portland for Supplies Per Intergovernmental Agreement*
- R-5 Budget Modification REVENUE #1 Requesting Authorization to Adjust Budgeted Revenues and Expenditure in the Justice Service Special Operation (JSSO) Fund to Match Actual Amounts*
- R-6 Budget Modification REVENUE #2 Requesting Authorization to Adjust the Revenues to the Correct Amounts and Returns the Excess General Fund Support to Contingency within the 1994-95 Adopted Budget*

DEPARTMENT OF AGING SERVICES

- R-7 Budget Modification ASD #9510 Requesting Authorization to Add \$3,537 in Title XVIII Funds and Expenses for the SHIBA Grant and Add \$86,203 in Administration on Aging "Beyond Bricks and Mortar" Grant Funds*
- R-8 Budget Modification ASD #9511 Requesting Authorization to Adds \$221,280 to Various Funds from Federal and State Sources to Reflect Changes Made in the State of Oregon Senior and Disabled Services Allocation to Multnomah County*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-9 Budget Modification CFSD #12 Requesting Authorization to Decrease the CFSD Target Cities Project Pass Through and Increase the Sheriff's Office Target Cities Budget*
- R-11 Budget Modification CFSD #14 Requesting Authorization to Increase the Developmental Disabilities Program Budget by \$30,762 to Reflect a New Grant*

with the University of Oregon and an Increase in Portland Public Schools Revenue

- R-12 Budget Modification CFSD #15 Requesting Authorization to Make Year End Housekeeping Changes within the Community and Family Services Community Action Program Budget*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- R-14 Budget Modification JJD#6 Requesting Authorization to Delete \$515,366 in Casey Foundation Funds and Make Minor Changes to the Prior to Year End*

SHERIFF'S OFFICE

- R-15 Budget Modification MCSO #17 Requesting Authorization to Transfer \$19,833 from Various Materials and Services Line Items to the Equipment Line Item in Various Dedicated Budgets to Pay for the Purchase of Needed Equipment*

- R-16 Budget Modification MCSO #18 Requesting Authorization to Transfer \$1,120,451 from General Fund Cash Transfer to the Jail Levy Fund to Overtime in the Corrections Branch*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-18 Budget Modification DES #4 (Revised) Requesting Authorization to Transfer \$58,000 from General Fund Cash Transfer to the County Fair Fund to bring the Fair Fund Balance to Zero*

- R-19 Budget Modification DES #14 Requesting Authorization to Adjust the DES Natural Areas, Capital Improvement and Facilities Management Fund Appropriations to Match Anticipated Expenditures*

- R-20 Budget Modification DES #15 Requesting Authorization to Transfer Funds from Data Processing Fund Contingency and Maintenance Contracts to Equipment for Purchase of Disk Storage System*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-10 Budget Modification CFSD #13 Requesting Authorization to Transfer \$37,856 from General Fund Contingency into the AITP Budget of the Children and Youth Program to Cover a Shortfall in Title XIX Medicaid Revenues*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-10. BARRY CROOK PRESENTED EXPLANATION AND JANICE GRATTON RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF JUVENILE JUSTICE SERVICES

R-13 Budget Modification JJD #4 Requesting Authorization to Transfer \$153,993 from General Fund Contingency to Replace a Deficit in the Collection of Title XIX Medicaid Fees

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-13. MR. CROOK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-17 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending MCC 8.10 Relating to Animal Control, Raising Various Fees and Raising the Minimum Fine Assessed Under MCC 8.10.900(B)

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. DAVE FLAGLER EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE NO. 823 UNANIMOUSLY APPROVED.

R-21 ORDER in the Matter of Accepting Roads Offered by the City of Gresham for Jurisdiction by Multnomah County Effective July 1, 1995 as Provided by ORS 368.062(5) and (7)

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-21. BOB THOMAS EXPLANATION. ORDER 95-144 UNANIMOUSLY APPROVED.

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

**OFFICE OF THE BOARD CLERK
of MULTNOMAH COUNTY, OREGON**


Carrie A. Parkerson



MULTNOMAH COUNTY OREGON

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

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
CLERK'S OFFICE •	248-3277	• 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 26, 1995 - JUNE 30, 1995

Tuesday, June 27, 1995 - 1:30 PM - Planning Items Page 2

Thursday, June 29, 1995 - 9:30 AM - Regular Meeting Page 2

*Thursday Meetings of the Multnomah County Board of Commissioners are *cablecast* live and taped and can 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

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

Tuesday, June 27, 1995 - 1:30 PM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

- P-1 SEC 8-94 DE NOVO HEARING, with Testimony Limited to 20 Minutes Per Side, Including Rebuttal, in the Matter of an Appeal of the April 3, 1995 Hearings Officer Decision AFFIRMING, AND MODIFYING the Planning Director Decision and DENYING an Appeal in the Matter of APPROVING, Subject to Conditions, a Requested Significant Environmental Concern (SEC) Permit for an Addition to an Existing Single Family Dwelling, for Property Located at 5830 NW CORNELL ROAD. (Continued from May 23, 1995) 2 HOURS REQUESTED.
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Multnomah County Courthouse, Room 602
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REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- App*
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SHERIFF'S OFFICE

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PUBLIC COMMENT

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

DISTRICT ATTORNEY'S OFFICE

- Adp (R-2) *Ratification of an Intergovernmental Agreement, Contract #700046, between Tri-Met Security Section and Multnomah County District Attorney's Office to Provide One FTE Deputy District Attorney to Implement a Neighborhood Based Prosecution Project in the Area Served by Tri-Met, Effective July 1, 1995 through June 30, 1996*

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DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

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DEPARTMENT OF ENVIRONMENTAL SERVICES

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- ✓ R-17 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending MCC 8.10 Relating to Animal Control, Raising Various Fees and Raising the Minimum Fine Assessed Under MCC 8.10.900(B) # 823*
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MULTNOMAH COUNTY OREGON

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

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
CLERK'S OFFICE • 248-3277 • 248-5222

SUPPLEMENTAL AGENDA

Thursday, June 29, 1995 - 9:30 AM

*Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

DEPARTMENT OF ENVIRONMENTAL SERVICES

*R-21 ORDER in the Matter of Accepting Roads Offered by the City of Gresham for
Jurisdiction by Multnomah County Effective July 1, 1995 as Provided by ORS
368.062(5) and (7)*

95-144

UNANIMOUS CONSENT ITEM

NON-DEPARTMENTAL

*UC-1 PROCLAMATION in the Matter of Recognizing the Contributions of Neil
Kelley*

95-143

1995-2.AGE/70/cap

SUPPLEMENTAL AGENDA

FOR

JUNE 29, 1995

ITEM R-21

PLEASE INSERT INTO

COMMISSIONERS AGENDA BOOK

THANK YOU!

**CIRCULATED BY CARRIE PARKERSON
OFFICE OF THE BOARD CLERK
3:50 PM, MONDAY, JUNE 22, 1995**

Meeting Date: JUN 29 1995

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Combined Charitable Giving Campaign Management Council

BOARD BRIEFING Date Requested: June 29, 1995

Amount of time needed: Consent agenda

REGULAR MEETING Date Requested: _____

Amount of time needed: _____

DEPARTMENT: Non-Departmental DIVISION: Through DCC:
~~Community Corrections~~ Administration

CONTACT: Karen Rhein TELEPHONE #: 248-3701 x4818

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Karen Rhein, Chair Campaign Management Council

ACTION REQUESTED:

- INFORMATIONAL ONLY
- POLICY DIRECTION
- APPROVAL
- OTHER

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

Appointments of the following county employees to the 1995 Campaign Management Council:

Darlene Young, Health Dept.
 JoAnn Allen, Chair's Office
 Chris Cameron, Payroll
 Elizabeth Rothery, Library
 Linda Easley, Library
 Lance Duncan, DES
 Jim Stegmiller, Juvenile

Ronnie Meyers, Health Dept.
 Warren Cook, Restitution Ctr.
 Kathy Millard, Community & Family Svcs
 Bobbie Damiani, Aging Svcs.
 Karen Rhein, Community Corrections
 Theresa Sullivan, Finance

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1995 JUN 20 PM 4:56

SIGNATURES REQUIRED:

ELECTED OFFICIAL Karen J. Rhein

Or
DEPARTMENT MANAGER _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Meeting Date: JUN 29 1995

Agenda No.: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments/Re-appointments to Private Industry Council

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/29/95
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: Commissioner Sharron Kelley

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Appointment/Re-appointments to Private Industry Council for 3-year terms ending 6/30/98"

Name:	Position:	Action:
Elizabeth J. Warman	Private Sector/Business	Re-appointment
Maureen Casterline	Public Sector/Adult & Family Services	Re-appointment
Carol Matarazzo	Public Sector/Education	Re-appointment
Larry Hanson	Public Sector/Employment Department	Appointment
Sheila Hitchen	Public Sector/Vocational Rehabilitation	Appointment

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

1995 JUN 20 PM 4:56
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

forms\apf.doc



The Private Industry Council

Serving Multnomah and Washington Counties and the City of Portland

June 16, 1995

Sharron Kelley
Commissioner, Multnomah County
Room 1500 Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Dear Commissioner Kelley:

I want to thank you for the support you and your office provide to the employment and training efforts of The Private Industry Council (TPIC). We also appreciate your continued efforts on behalf of TPIC's service collaboration among the City of Portland, Multnomah County and Washington County. As a part of that effort, we are again requesting appointments and reappointments to our board of directors.

TPIC's bylaws require regular sequencing of three-year terms for its board of directors. Total board membership is thirty-three, seventeen of which must be private sector, thirteen from the public sector, and three local elected officials (local elected officials terms are fixed). The private sector appointments are apportioned with nine appointed by the City of Portland, five by Washington County and three by Multnomah County. Private sector appointments are made by the representative political jurisdiction, public sector appointments must be jointly appointed by all three political jurisdictions.

We request three-year reappointments to June 30, 1998 for:

PRIVATE SECTOR:

Elizabeth J. Warman

The Boeing Company (Reappointment)

Business Rep.

PUBLIC SECTOR:

Maureen Casterline

↘ Adult & Family Services (Reappointment)

Carol Matarazzo

↘ Education (Reappointment)

Larry Hanson

Employment Department (Replacement)

Jerry Fugere of the Employment Department has recently resigned and Larry Hanson is taking his place.

Sharron Kelley
Commissioner, Multnomah County
June 16, 1995

Sheila Hitchen Vocational Rehabilitation (Replacement)

Bret Westwood, Vocational Rehabilitation Representative, recently resigned from the board because of relocation to another office. He is recommending the appointment of Sheila Hitchen, North Portland Branch, to represent the Vocational Rehabilitation Division on the board. We request your appointment of Sheila Hitchen to a three-year term ending June 30, 1998. (Bret Westwood's position on the board would have expired June 30, 1995.)

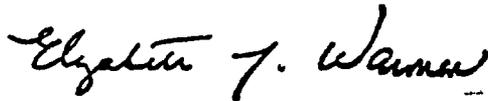
COMMUNITY BASED ORGANIZATION

We expect to have a vacancy in the Community Based Organization in the near future.

We will be following up with your office in the next few days to assist, if necessary, with details of these recommendations for reappointment. We are also working with the other jurisdictions to coordinate for the joint public sector appointments.

Again thank you for your continued attention and support. Please call Dennis Cole or me if you have questions or concerns.

Sincerely yours,



Elizabeth J. Warman
Chair

Enclosur Letter of Recommendation for Replacement Representative to fill Vocational
Rehabilitation Division position on TPIC Board

Meeting Date: JUN 29 1995

Agenda No: C-3

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

AGENDA PLACEMENT FORM

Subject: Amendment to FY 94/95 Intergovernmental Agreement #100145 with Tri-Met

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 29, 1995
Amount of time: 5 minutes

DEPARTMENT: Aging Services DIVISION: Aging Services

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

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Aging Services Division requests approval of Amendment #1 to contract #100145 with Tri-Met to purchase door-to-door rides for an estimated 1,000 elderly persons. The amendment extends the contract period through December 31, 1995 and adds funds in the amount of up to \$84,545 on a requirements basis for the period July 1, 1995 through December 31, 1995.

This purpose for the extension is to continue rides for elderly residents while Tri-Met and County staff reach agreement on new provisions for continuing the contract. Aging Services staff have concerns about the quality of rides being provided and need to extend services to new meal sites being opened. Tri-Met has requested a different method of payment. A new contract is scheduled to be implemented January 1, 1996.

Funds are budgeted and available from County General Funds and the federal Older Americans Act in the amount of \$84,545 to continue the services without disruption. Additional contracts with taxicab companies provide rides when Tri-Met rides cannot be scheduled and use the same pool of transportation funds.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Carl H. Jr. J. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6-29-95 Originals Picked up for Caroline Sullivan/93

1995 JUN 20 PM 4:56
MULTICOUNTY
COUNTY BOARD
CLERK'S OFFICE



MULTNOMAH COUNTY OREGON

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
Multnomah County Chair

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

DATE: June 15, 1995

SUBJECT: Amendment to FY1994-95 Intergovernmental Agreement with Tri-Met

Recommendation: The Aging Services Division recommends Board of County Commissioners approval of the attached amendment to Intergovernmental Agreement #100145 with Tri-Met, for the period July 1, 1995 through December 30, 1995.

Background/Analysis: Aging Services Division has budgeted \$84,545 of County and federal funds to purchase an estimated 37,000 door-to-door rides for frail elderly to go to medical appointments, obtain other needed services, and to attend meal sites.

This amendment extends the current agreement with Tri-Met continue services to elderly riders while Tri-Met and Aging Services Department staff to come to agreement about the operation of the contract.

Aging Services staff continue to be concerned about the quality of the rides provided, services to ethnic minority elders and the need to extend rides to new meal sites. Tri-Met installed new software in December 1994, is still having difficulties in reporting the information needed by the Aging Services Division and has requested that a different method of payment be developed.

Fiscal Impact: Funds up to \$84,545 from County General Funds and the federal Older American Act Funds are budgeted and available on a requirements basis to provide needed transportation for elderly clients not able to use the regular public transportation system. Two additional contracts with Broadway and Radio Cab companies provide back-up services when Tri-Met is unable to schedule needed rides. All these contracts will draw from the same pool of funds.

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

Controversial Issues: NA

Citizen Participation: Transportation services are included in the Division's Area Plan for FY95/96 and the strategic plan "Aging Challenges of Tomorrow". The AAA Committee of the Portland Multnomah Commission on Aging (PMCoA) approved the Area Plan and held public hearings.

Other Governmental Participation: Community and Family Services Division uses the same special needs transportation services, but through a separate contract.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100145

Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>6/29/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
--	--	---

Department Aging Services Division ASD Date June 15, 1995

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 Extends contract for LIFT rides through December 31, 1995.

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

ORS/AR # _____ Contractor is MBE WBE QRF

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, 1995
 Termination Date December 31, 1995
 Original Contract Amount \$ _____
 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 \$ 84,545

REQUIRED SIGNATURES

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

Encumber: Yes No
 Date 6-16-95
 Date _____
 Date 6/18/95
 Date 6/29/95
 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 - INITIATOR PINK - FINANCE

6/16/95

CONTRACT APPROVAL FORM SUPPLEMENT

Page 1

FISCAL YEAR: 95

CONTRACTOR: TRIMET

CONTRACT #: 100145

AMENDMENT#: 0

AGENCY CODE: 86

EFFECTIVE DATE: 1-Jul-94

END DATE: 31-Dec-95

AMENDMENT DATE:

LINE #	FUND	AGY	ORGN CODE	LGFS ACT	LGFS OBJT	REPT CAT	FND CAT		ORIGINAL AMOUNT	MOD1	MOD2	MOD3	FINAL AMOUNT
R1	156	010	1832	TTZZ	6060	179A	COUNTR	REQUIREMENTS LIMIT--DO NOT ENCUMBER	73,776	36,888			110,664
R2	156	010	1832	TTZZ	6060	1723	IIIB R	REQUIREMENTS LIMIT--DO NOT ENCUMBER	95,314	47,657			142,971
TOTAL									169,090	84,545	0	0	253,635

ORIGINAL

100145-1

MULTNOMAH COUNTY DEPARTMENT OF AGING SERVICES
INTERGOVERNMENTAL AGREEMENT #100145, AMENDMENT # 1

DURATION OF AMENDMENT: July 1, 1995
CONTRACTOR NAME: Tri-County Metropolitan
Transportation District of Oregon
CONTRACTOR ADDRESS: 4012 SE 17th
Portland, OR 97202

To: December 31, 1995
TELEPHONE: 238-4879
IRS NUMBER: 93-00579353

This amendment is to Intergovernmental Agreement # 100145 executed July 1, 1994 between Multnomah County Aging Services Division, 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.

1. Services and Service Levels

a. CONTRACTOR agrees to provide the services within the service levels listed below for the period July 1, 1995 through December 31, 1995, 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	**	\$2.38	Requirements (Up to \$84,545, 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 \$84,545 under this contract amendment.

PART II: AMENDMENT NARRATIVE

This amendment extends the contract period through December 31, 1995 and adds funds in the amount of \$84,545. The reason for the extension is to provide time for COUNTY and CONTRACTOR to revise terms for the continuation of services. Both COUNTY and CONTRACTOR have identified areas which require change for the effective implementation of this contract, but have not yet been able to develop specifics which meet the needs of both parties. A new contract will be developed to begin January 1, 1996 to continue special needs transportation for ASD clients.

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

MULTNOMAH COUNTY

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON

BY *James McConnell* 6-76-95
James McConnell, Director Date
Aging Services Department

BY _____
Tom Walsh Date
General Manager

BY *Beverly Stein* 6-29-95
Beverly Stein Date
Multnomah County Chair

REVIEWED: LAURENCE KRESSEL
County Counsel for Multnomah County, Oregon

BY *Katie Gaetjens* 6/18/95
Katie Gaetjens Date
Assistant County Counsel

Page 1 of 1

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 6-29-95
Chris A. Peterson
BOARD CLERK

Meeting Date: JUN 29 1995
Agenda No: C-4

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

AGENDA PLACEMENT FORM

Subject: Amendment to FY94/95 revenue contract with State Senior/Disabled Services Division

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: June 29, 1995
Amount of time: 5 minutes

DEPARTMENT: Social Services DIVISION: Aging Services

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

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

The Aging Services Division requests approval of the attached amendment to revenue contract #AAA-FY95-10330-1 (County #102575) with the State Senior and Disabled Services Division for the period July 1, 1994 through June 30, 1995.

This amendment increases total state and federal revenues by \$780,002 to a new total of \$11,829,956. The changes result from increased allocations, adjustments of carry-over and a transfer within state Oregon Project Independence funds.

Revenue sources include Oregon Project Independence, the Older Americans Act and other federal sources. Budget modifications already submitted by the Aging Services Division for FY94/95 include the revenues contained in this amendment.

The purpose of the agreement is to continue the services for elderly residents provided through the four-year area plan for aging services in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship and other services which benefit older residents of Multnomah County. Fiscal Year 1994-95 is year four of the four-year plan.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: James W. Council

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277/248/5222

0516C/63
BCCSDSD.951

6-29-95 Originals Picked Up for Caroline Sullivan

MULTNOMAH COUNTY
OREGON
1995 JUN 22 PM 2:03
BOARD OF COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

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
Aging Services Division *Jim McConnell*

DATE: June 15, 1994

SUBJECT: FY94/95 Revenue Contract Amendment #AAA-FY95-10330-1 (MC# 102575)
with State Senior and Disabled Services Division

I. Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached revenue contract amendment #AAA-FY95-10330-1 (Multnomah County #102575-1) with the State Senior and Disabled Services Division, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: This amendment increases federal and state revenues by \$780,002 to a new total of \$11,829,956 to continue services for elderly residents in Multnomah County.

Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship, and other services which benefit older residents of Multnomah County. Fiscal Year 1994-1995 is year four of a four year plan.

Revenues are from multiple sources, including State Oregon Project Independence (OPI), the federal Older Americans Act of 1965, as amended, and federal Title XIX of the Social Security Act.

II. Financial Impact: A budget mod is being submitted simultaneously with this amendment to revise revenues for FY94-95.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to County Policies: NA

VII. Other Government Participation: NA

tlssd951



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102575

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>(Revenue) - <u>MULTNOMAH COUNTY</u></p> <p>APPROVED BY <u>BOARD OF COMMISSIONERS</u></p> <p>AGENDA # <u>C-4</u> DATE <u>6/29/95</u></p> <p><u>Carrie A. Parkerson</u></p> <p>BOARD CLERK</p>
--	--	--

Department Aging Services Division _____ Date _____

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 Increases FY 94/95 revenues based on changes in allocation and revised carry-over amounts. Includes one-time-only allocation for upgrading computer capacity.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Senior & Disabled Services Division _____

Mailing Address 500 Summer Street NE
Salem OR 97310-1015

Phone (503) 378-4728

Employer ID# or SS# N/A

Effective Date Upon execution

Termination Date June 30, 1995

Original Contract Amount \$ 11,049,954

Total Amount of Previous Amendments \$ 780,002

Amount of Amendment \$ 11,829,956

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) [Signature]

Encumber: Yes No

Date 6-19-95

Date _____

Date 6/21/95

Date 6/29/95

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 - INITIATOR PINK - FINANCE

CONTRACT APPROVAL FORM SUPPLEMENT
AGING SERVICES DIVISION

CONTRACTOR: STATE OF OREGON/SENIOR & DISABLED SERVICES DIVISION MOD #: 1
 CONTRACT #: MC #102575 (SDSD #AAA-FY95-10330-1) MOD DATE: JUNE 16, 1995
 DATE: JUNE 14, 1994

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS DESCRIPTION	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
1	156	010	1700	2063	III-D	25,371	27,660			53,031
2	156	010	1700	2064	III-B	806,236	16,831			823,067
3	156	010	1700	2065	III-C1	415,346	18,322			433,668
4	156	010	1700	2066	III-C2	493,891	0			493,891
5	156	010	1700	2067	III-F	60,409	29,344			89,753
6	156	010	1700	2070	VII-B	8,482	12,113			20,595
7	156	010	1700	2387	OPI	986,363	(4,526)			981,837
8	156	010	1700	2609	TITLE XIX	8,253,856	676,258			8,930,114
9	156	010	1700	2399	OPI-ALZ	0	4,000			4,000
TOTAL						11,049,954	780,002			11,829,956

Oregon

DEPARTMENT
OF HUMAN
RESOURCES

Human Resources Bldg.

SENIOR AND
DISABLED
SERVICES
DIVISION

Encouraging
independence,
dignity and
quality of life

SDSD Contract #AAA-FY95-10330-1

AMENDMENT OF INTERAGENCY AGREEMENT

Contract #AAA-FY95-10330 between State of Oregon, Department of Human Resources, Senior Services Division, hereinafter referred to as DIVISION, and

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

hereinafter referred to as AGENCY, is amended as described on this and the following pages.

I. PURPOSES OF AMENDMENT

This amendment incorporates only the budget and program changes to Older Americans Act, Oregon Project Independence and other AGENCY activities as submitted by AGENCY, and approved by DIVISION, as Amendment #1 to contract #AAA-FY95-10330.

II. CONSIDERATION

DIVISION agrees to pay AGENCY such sums not to exceed the amounts by funding source as shown on Attachment 1 and Attachment 2 to this amendment.

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."

III. SIGNATURES

AGREED:

Area Agency on Aging

By *James W. Connell*
Authorized Signature
Title *Director*

Date *6/19/95*

AGREED:

Senior and Disabled Services
Division

By _____
Administrator/Delegate

Date _____

REVIEWED BY:
SDSD Program Assistance Manager

By _____

Date _____

MULTNOMAH COUNTY

BY: *Beverly Stein* *6-29-95*
Beverly Stein Date
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County

BY: *Katie Gaetjens* *6/21/95*
Katie Gaetjens Date
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # *C-4* DATE *6-29-95*
Carrie A. Hutcheon
BOARD CLERK

Attachment #1, Contract AAAPY95-10330-1

District 2 Multnomah
FY1994-1995

Date 05/30/95

SECTION III F-7, ALLOCATED FUNDS, CONTRACTED FUNDS, AND TITLE III TRANSFERS

	XIX/SSBG	PART B	PART C-1	PART C-2	PART D	PART F	VII B	OPI	OPI - A
	Medicaid SOC. Service Block Grant	Social Services	Congregate Meals	Home Delivered Meals	In-Home Services	Preventive Health	Elder Abuse Prevention	Oregon Project Independ	OR Proj. Independ. Alzheimers
SOSD-AR-94-34 FY '95 Allocation	16,977,889	\$596,878	\$832,510	\$209,504	\$18,986	\$40,409	\$8,174	\$966,363	\$0
TITLE XIX - FY94	(7,867,937)								
Carryover	0	\$52,189	\$59,545	\$0	\$34,045	\$49,344	\$17,421	\$19,474	\$0
Transfers	\$0	\$174,000	(\$450,387)	\$284,387	\$0	\$0	\$0	(\$4,000)	\$4,000
Funds Available	9,109,952	\$823,067	\$433,668	\$493,891	\$53,031	\$89,753	\$20,595	\$981,837	\$4,000
FY '95 Budget This Action	8,930,114	\$823,067	\$433,668	\$493,891	\$53,031	\$89,753	\$20,595	\$981,837	\$4,000
Uncontracted Funds Available	\$179,838	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Negative numbers indicated with parentheses.

x OPI Carryover includes \$16,796 in OPI funds
and \$2,678 in OPI-Alzheimer funds from
FY1994.

Title XIX funds include local match Title XIX.

MEETING DATE: JUN 29 1995

AGENDA NO: C-5

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with City of Wood Village to provide funding for public works project.

BOARD BRIEFING Date Requested: _____

REGULAR BRIEFING Amount of Time Needed: _____

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España

TELEPHONE: 248-3691

B L D G / R O O M : B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

ACTION REQUESTED:

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

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

Intergovernmental agreement with City of Wood Village to install a main supply waterline to improve fire flow and water quality to area north of I-84.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe MD

BOARD OF COUNTY COMMISSIONERS 1995 JUN 29 PM 4:55 MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

woodv96.bcc

6-29-95 Originals sent to Wendy Lebow.



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(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 mes*
Community and Family Services Division
DATE: June 5, 1995
SUBJECT: Intergovernmental Contract with City of Wood Village

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the attached intergovernmental agreement with the City of Wood Village for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Community and Family Services Division, Community Development Program, will provide funds for the City of Wood Village to install a main supply waterline on 244th Avenue to improve fire flow and water quality to the area north of I-84.

III. Financial Impact: The agreement for \$74,300 uses federal Community Development Block Grant funds, and is included in the Community and Family Services Division budget.

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 1994-95.

VII. Citizen Participation: The project selection process involves public hearings.

VIII. Other Government Participation: Funds come from the federal government and will be contracted with the City of Wood Village.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 101246

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (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>C-5</u> DATE <u>6/29/95</u></p> <p style="text-align: center;"><u>Carrie A. Parkerson</u> BOARD CLERK</p>
--	--	--

Department: _____

Division: Community & Family Services

Date: June 2, 1995

Administrative Contact: Wendy Lebow

Phone: 248-3691 ext 6233

Bldg/Room 161/2nd

Description of Contract:

Install water main on NE 244th Avenue.

RFP/BID #: CDBG Application Date of RFP/BID: 4/95 Exemption Expiration Date: _____

ORS/AR # _____ Contractor is MBE WBE JQRF

<p>Contractor Name: City of Wood Village</p> <p>Mailing Address: 2055 NE 238th Drive WoodVillage, OR 97060</p> <p>Phone: (503) 667-6211</p> <p>Employer ID# or SS#: 93-6009021</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ 74,300</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 \$ _____ Per Invoice <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: *Lorenzo Poe* Date: 6/9/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Smith* Date: 6/20/95

County Chair/Sheriff: *Willie Dean* Date: 6/29/95

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.
								See	Attached		

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

COMMUNITY AND FAMILY SERVICES DIVISION
 CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : CITY OF WOOD VILLAGE
 Vendor Code : GV5212

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 101246

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1470	H44X	6060	9407F	CDBG #16 Public Works	74,300.00				
TOTAL								74,300.00			0

INTERGOVERNMENTAL AGREEMENT - NO. 101246
SERVICE DESCRIPTION AND TERMS

PART A

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

City of Wood Village
2055 NE 238th Drive
Wood Village, OR 97060

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services in accordance with the CONTRACTOR'S CDBG Application dated 2/17/95 and the Project Rating Form for Proposals by the Multnomah County CDBG Program:

Install approximately 1,500 LF of 8" diameter water main from the existing water main on NE 244th to the existing water main on NE Sandy Boulevard. Project will include boring under the UPRR and I-84 freeway.

2. **COMPENSATION.** COUNTY will pay CONTRACTOR up to \$74,300 for the project, as follows:

Per invoice submitted monthly, for expenditures for project as defined by documents referenced in #1, above. CONTRACTOR will document match on invoice as condition of receiving funding.

3. **TERM.** The CONTRACTOR'S services will begin July 1, 1995 and terminate when completed but no later than June 30, 1996.

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, and Exhibit A (workers compensation).

MULTNOMAH COUNTY, OREGON

CITY OF WOOD VILLAGE

BY Lorenzo Poe 6/9/95
Lorenzo Poe, Director Date
Community & Family Services Division

BY _____
TITLE Date

BY Beverly Stein 6-29-95
Beverly Stein, Multnomah County Chair Date
APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS

BY _____
TITLE Date

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

AGENDA # C-5 DATE 6-29-95
Christi A. Peterson
BOARD CLERK

APPROVED AS TO FORM:
CONTRACTOR ATTORNEY (If Applicable)

By Ratie Duff 6/15/95
Assistant County Counsel Date

By _____
Date

MULTNOMAH COUNTY CONTRACT NO. 101246
PART B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY," and City of Wood Village, 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 is responsible for all federal, state, and local taxes and fees applicable to payments 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. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract 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 worker's compensation insurance coverage as described in subparagraph A. above.

C. If CONTRACTOR'S worker's 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.

7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the CONTRACTOR shall hold harmless, defend, and indemnify the COUNTY and the COUNTY'S

officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the CONTRACTOR'S work or any subcontractor's work under this contract.

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. **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.

10. **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.

11. **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. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. 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 May 5, 1993 is \$40,700 for a family of four.

2. 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 and 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.

3. 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 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.

4. 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 the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so 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.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

MEETING DATE: JUN 29 1995

AGENDA NO: C-6

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with Burlington Water District for public works project.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España

TELEPHONE: 248-3691

B L D G / R O O M :
B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental agreement with Burlington Water District to replace undersized waterline to reservoir.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe ms

1995 JUN 20 PM 4:55
MULTNOMAH COUNTY
OREGON
COUNTY CLERK'S OFFICE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

burlin96.bcc

6-29-95 Originals to Wendy Letow.



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(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 mas*
Community and Family Services Division

DATE: June 5, 1995

SUBJECT: Intergovernmental Agreement with Burlington Water District

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the attached contract with the Burlington Water District for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Community and Family Services Division proposes funding Burlington Water District to replace the main supply waterline in reservoir supply.

III. Financial Impact: This agreement provides \$66,900 in federal 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 1994-95.

VII. Citizen Participation: The project selection process involves public hearings.

VIII. Other Government Participation: Funds come from the federal government and will be contracted with the Burlington Water District.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102226

Prior-Approved Contract Boilerplate: Attached; Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input 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 style="text-align: center;">AGENDA # <u>C-6</u> DATE <u>6/29/95</u></p> <p style="text-align: center;"><u>Carrie A. Parkerson</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: June 5, 1995
 Administrative Contact: Wendy Lebow Phone: 248-3691 ext 6233 Bldg/Room 161/2nd
 Description of Contract: **To replace main supply waterline.**

RFP/BID #: CDBG Application Date of RFP/BID: 4/95 Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name : Burlington Water District</p> <p>Mailing Address: P.O. Box 83035 Portland, OR 97283</p> <p>Phone: (503) 621-9788</p> <p>Employer ID# or SS#: 93-6001377</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ 66,900</p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%; border: none;"> <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> </table> <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>	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
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								

REQUIRED SIGNATURES:

Department Manager: *Lolenz Poemels* Date: 6/9/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Hart* Date: 6/5/95

County Chair/Sheriff: *Wendy Stein* Date: 6/29/95

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.
								See	Attached		

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

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : BURLINGTON WATER DISTRICT
Vendor Code : 295176

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 102226

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQ'TS ESTIMATE
156	010	1470	H44X	6060	9407F		CDBG #16 Public Works	66,900.00			
TOTAL								66,900.00			0

PART A. INTERGOVERNMENTAL AGREEMENT

#102226

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

Burlington Water District
P.O. Box 83035
Portland, OR 97283
503-621-9788,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services in accordance with the CONTRACTOR'S CDBG Application dated 2/17/95 and the Project Rating Form for Proposals by the Multnomah County CDBG Program:

Replace undersized main supply waterline in NW Third Avenue from Highway 30 to District reservoir.

2. **COMPENSATION.** COUNTY will pay CONTRACTOR up to \$66,900, as follows:

Per invoice submitted monthly, for expenditures for project as defined by documents referenced in #1, above. CONTRACTOR will document match on invoice as condition of receiving funding.

3. **TERM.** The CONTRACTOR'S services will begin July 1, 1995 and terminate when completed but no later than June 30, 1996.

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, and Exhibit A (workers compensation).

MULTNOMAH COUNTY, OREGON

BURLINGTON WATER DISTRICT

BY Lorenzo Poe mis 6/9/95
Lorenzo Poe, Director Date
Community & Family Services Division

BY _____
TITLE Date

BY Beverly Stein 6-29-95
Beverly Stein, Date
Multnomah County Chair

BY _____
TITLE Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6-29-95
Carric A. Harkness

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

BOARD CLERK

APPROVED AS TO FORM:
CONTRACTOR ATTORNEY (If Applicable)

By Katie Burf 6/15/95
Assistant County Counsel Date

By _____
Date

MULTNOMAH COUNTY CONTRACT NO. 102226
PART B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY", and Burlington Water District, 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 is responsible for all federal, state, and local taxes and fees applicable to payments 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. **PROPERTY OF COUNTY**. All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract 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 worker's compensation insurance coverage as described in subparagraph A. above.

C. If CONTRACTOR'S worker's 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.

7. **INDEMNIFICATION**. To the extent permitted by the Oregon Tort Claim Act and the Oregon

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

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. **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.

10. **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.

11. **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. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. 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 May 5, 1993 is \$40,700 for a family of four.

2. 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 and 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.

3. 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 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.

4. 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 the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so 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.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

MEETING DATE: JUN 29 1995

AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with City of Fairview for public works projects.

BOARD BRIEFING

Date Requested: _____

REGULAR BRIEFING

Amount of Time Needed: _____

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España

TELEPHONE: 248-3691

B L D G / R O O M :
B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental agreement with City of Fairview for conversion of sub-standard fire hydrants, and storm drain project for Fifth Street area.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe mo

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 20 PM 4:55
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6-29-95 Originals to Wendy Lebow.



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(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
Community and Family Services Division

DATE: June 5, 1995

SUBJECT: Intergovernmental Agreement with City of Fairview

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the attached contract with the City of Fairview for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Community and Family Services Division proposes funding the following projects: convert sub-standard fire hydrants, and storm drain project for Fifth Street area.

III. Financial Impact: This agreement provides \$46,723, in federal Community Development Block Grant funds to the projects, which are included in the budget of the Community and Family Services Division.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: These public works projects are consistent with the Multnomah County Benchmark on increasing government per capita spending in this area. The projects are also consistent with funding policies developed through the Policy Advisory Board of the Community Development Program for FY 1994-95.

VII. Citizen Participation: The project selection process involves public hearings.

VIII. Other Government Participation: Funds come from the federal government and will be contracted with the City of Fairview.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102236

Prior-Approved Contract Boilerplate: Attached; Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input 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>C-7</u> DATE <u>6/29/95</u></p> <p style="text-align: center;"><u>Carrie A. Parkerson</u> BOARD CLERK</p>
---	--	---

Department: _____

Division: Community & Family Services

Date: June 8, 1995

Administrative Contact: Wendy Lebow

Phone: 248-3691 ext 6233

Bldg/Room 161/2nd

Description of Contract:

Purchases conversion of sub-standard fire hydrants and Fifth St. Storm Drain.

RFP/BID #: CDBG Application Date of RFP/BID: 4/95 Exemption Expiration Date: _____

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name : City of Fairview</p> <p>Mailing Address: 300 Harrison St. Fairview, OR 97024</p> <p>Phone: (503) 665-7929</p> <p>Employer ID# or SS#: 93-6002161</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$46,723</p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%; border: none;"> <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 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 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 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: 6/9/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
 County Counsel: *Katie Gant* Date: 6/15/95

County Chair/Sheriff: *Melody Klein* Date: 6/29/95

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.
								See	Attached		

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

COMMUNITY AND FAMILY SERVICES DIVISION
 CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : CITY OF FAIRVIEW
 Vendor Code : GV5181

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 102236

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1470	H44D	6060	9407F	CDBG #16 Fire Hydrant Upgrade	7,280.00				
156	010	1470	H44P	6060	9407F	CDBG #16 Storm Drain Project	39,443.00				
TOTAL								46,723.00			0

PART A. INTERGOVERNMENTAL AGREEMENT

#102236

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

City of Fairview
300 Harrison Street
Fairview, OR 97024
503-665-7929,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services in accordance with the CONTRACTOR'S CDBG Applications dated 2/17/95 and the Project Rating Form for Proposals by the Multnomah County CDBG Program:

- A. Conversion of sub-standard fire hydrants.
- B. Storm drain project to drain the area on Fifth Street between Main Street and Depot Street to relieve localized flooding.

2. **COMPENSATION.** COUNTY will pay CONTRACTOR up to \$46,723 for the two projects, broken down as follows:

- A. Fire hydrant project = \$ 7,280
- B. Storm drain on Fifth Street = \$39,443

Payment will be as follows:

Per invoice submitted monthly, for expenditures for project as defined by documents referenced in #1, above. CONTRACTOR will document match on invoice as condition of receiving funding.

3. **TERM.** The CONTRACTOR'S services will begin July 1, 1995 and terminate when completed but no later than June 30, 1996.

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, and Exhibit A (workers compensation).

MULTNOMAH COUNTY, OREGON

BY *Lorenzo Poe* *6/9/95*
Lorenzo Poe, Director Date
Community & Family Services Division

BY *Beverly Stein* *6-29-95*
Beverly Stein, Date
Multnomah County Chair

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

By *Katie Dunst* *6/15/95*
Assistant County Counsel Date

CITY OF FAIRVIEW

BY _____
TITLE Date

BY _____
TITLE Date

APPROVED AS TO FORM:
CONTRACTOR ATTORNEY (If Applicable)

By _____
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # *C-7* DATE *6-29-95*
Carrie A. Parkerson
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 102236
PART B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY," and City of Fairview, 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 is responsible for all federal, state, and local taxes and fees applicable to payments 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. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**
 - A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract 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 worker's compensation insurance coverage as described in subparagraph A. above.

 - C. If CONTRACTOR'S worker's 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.

7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the CONTRACTOR shall hold harmless, defend, and indemnify the COUNTY and the COUNTY'S

officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the CONTRACTOR'S work or any subcontractor's work under this contract.

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. **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.

10. **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.

11. **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. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. 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 May 5, 1993 is \$40,700 for a family of four.

2. 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 and 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.

3. 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 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.

4. 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 the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so 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.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

MEETING DATE: JUN 29 1995

AGENDA NO: C-8

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with City of Troutdale for public works project.

BOARD BRIEFING

Date Requested: _____

REGULAR BRIEFING

Amount of Time Needed: _____

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: _____

DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España

TELEPHONE: 248-3691

B L D G / R O O M :
B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España

ACTION REQUESTED:

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

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

Intergovernmental agreement with City of Troutdale for construction of approximately 50 wheelchair ramps on previously constructed sidewalks.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6-29-95 Originals to Wendy Lebar

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 20 PM 4:56
MULTNOMAH COUNTY
OREGON
troutdale.bcc



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(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 mib*
Community and Family Services Division
DATE: June 5, 1995
SUBJECT: Intergovernmental Agreement with City of Troutdale

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the attached contract with the City of Troutdale for the period July 1, 1995 through September 30, 1996.

II. Background/Analysis: The Community and Family Services Division proposes using federal Community Development Block Grant funds to construct approximately 50 wheelchair ramps on sidewalks to enhance access for citizens who use wheelchairs.

III. Financial Impact: This agreement provides \$34,500 in 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 1994-95.

VII. Citizen Participation: The project selection process involves public hearings.

VIII. Other Government Participation: Funds come from the federal government and will be contracted with the City of Troutdale.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102246
Amendment # _____

Prior-Approved Contract Boilerplate: Attached; Not Attached

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input 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>C-8</u> DATE <u>6/29/95</u></p> <p style="text-align: center;"><u>Carrie A. Parkerson</u> BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: June 5, 1995
 Administrative Contact: Wendy Lebow Phone: 248-3691 ext 6233 Bldg/Room 161/2nd
 Description of Contract: **Construction of wheelchair ramps.**

RFP/BID #: CDBG Application Date of RFP/BID: 4/95 Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is JMBE JWB E JQRF

<p>Contractor Name : City of Troutdale</p> <p>Mailing Address: 104 SE Kibling Troutdale, OR 97060</p> <p>Phone: (503) 665-5175</p> <p>Employer ID# or SS#: 93-6002268</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: September 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$34,500</p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%; border: none;"> <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> </table> <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>	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
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								

REQUIRED SIGNATURES:

Department Manager: *Lalena Palmer* Date: 6/9/95

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

County Counsel: *Katie Duffin* Date: 6/15/95

County Chair/Sheriff: *William Stein* Date: 6/29/95

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.
								See	Attached		

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

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
6/5/95

Contractor : CITY OF TROUTDALE
Vendor Code : GV5209

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 102246

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
156	010	1470	H44X	6060	9407F	CDBG #16 Public Works	34,500.00				
TOTAL								34,500.00			0

PART A. INTERGOVERNMENTAL AGREEMENT

#102246

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

City of Troutdale
104 SE Kibling
Troutdale, OR 97060
503-665-5175,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services in accordance with the CONTRACTOR'S CDBG Application dated 2/16/95 and the Project Rating Form for Proposals by the Multnomah County CDBG Program:

Construct approximately 50 wheelchair ramps on previously constructed sidewalks.

2. **COMPENSATION.** COUNTY will pay CONTRACTOR up to \$34,500, as follows:

Per invoice submitted monthly, for expenditures for project as defined by documents referenced in #1, above. CONTRACTOR will document match on invoice as condition of receiving funding.

3. **TERM.** The CONTRACTOR'S services will begin July 1, 1995 and terminate when completed but no later than September 30, 1996.

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, and Exhibit A (workers compensation).

MULTNOMAH COUNTY, OREGON

CITY OF TROUTDALE

BY Lorenzo Poe mas 6/9/95
Lorenzo Poe, Director Date
Community & Family Services Division

BY _____
TITLE Date

BY Beverly Stein 6-29-95
Beverly Stein, Date
Multnomah County Chair

BY _____
TITLE Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-8 DATE 6-29-95
Carrie A. Huinker

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

APPROVED AS TO FORM:
BOARD CLERK CONTRACTOR ATTORNEY (If Applicable)

By Katie Guff 6/15/95
Assistant County Counsel Date

By _____
Date

MULTNOMAH COUNTY CONTRACT NO. 102246
PART B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY," and City of Troutdale, 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 is responsible for all federal, state, and local taxes and fees applicable to payments 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. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract 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 worker's compensation insurance coverage as described in subparagraph A. above.

C. If CONTRACTOR'S worker's 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.

7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon

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

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. **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.

10. **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.

11. **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. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. 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 May 5, 1993 is \$40,700 for a family of four.

2. 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 and 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.

3. 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 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.

4. 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 the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so 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.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

102266

MEETING DATE: JUN 29 1995

AGENDA NO: C-9

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Revenue Agreement Between Centennial Public School District and Community and Family Services Division, to Fund Capitated Childrens Mental Health Services Through a Managed Care System

BOARD BRIEFING Date Requested: Amount of Time Needed:

REGULAR BRIEFING Date Requested: Amount of Time Needed: 5 minutes

DEPARTMENT: DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Janice Gratton TELEPHONE: 248-3691 BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Janice Gratton

ACTION REQUESTED:

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

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

The Community and Family Services Division has received a revenue contract from the Centennial Public School District, to fund capitated childrens mental health services through a managed care system. The \$41,000 included in this revenue agreement covers services for non-Medicaid eligible children referred for mental health services by the School District.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: OR DEPARTMENT MANAGER: Lorenzo Poe md

1995 JUN 20 PM 4:56 MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6-29-95 Originals to Cilla Murrain.



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(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 mcs*
Community and Family Services Division
DATE: June 12, 1995
SUBJECT: Revenue Contract from Centennial Public School District

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the revenue agreement from the Centennial Public School District, for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Community and Family Services Division has received a revenue contract from the Centennial Public School District, to pay for mental health services for children through a managed care system. The contract pays a capitated rate for services to non-Medicaid eligible children referred by the school district.

III. Financial Impact: The revenue contract is for \$41,000.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to increase access to mental health care, and to develop managed care systems.

VII. Citizen Participation: n/a

VIII. Other Government Participation: The Childrens Capitation/Mental Health Organization (formerly Partners Project) 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 # 102266
Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR B Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-9</u> DATE <u>6/29/95</u></p> <p style="text-align: center;"><u>Carrie A. Parkerson</u> BOARD CLERK</p>
---	--	---

Department: _____ Division: Community & Family Services Date: May 25, 1995
 Administrative Contact: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room 161/2nd
 Description of Contract: **Funds childrens mental health services through the managed care system.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is JMBE JWBE JQRF

<p>Contractor Name: Centennial Public School District</p> <p>Mailing Address: 18135 SE Brooklyn Portland, OR 97236</p> <p>Phone: (503)760-7990</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1995</p> <p>Termination Date: June 30, 1996</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ 41,000</p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input checked="" type="checkbox"/> Lump Sum \$ <u>41,000</u></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> <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 checked="" type="checkbox"/> Lump Sum \$ <u>41,000</u>	<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		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 Pae* Date: 6/12/95
 Purchasing Director: _____ Date: _____
 (Class II Contracts Only) County Counsel: *Katie Hart* Date: 6/15/95
 County Chair/Sheriff: *Delly P...* Date: 6/29/95
 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.
	156	010	1300			2791			Centennial Sch.	\$41,000	

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

INTERGOVERNMENTAL AGREEMENT

#102266

THIS CONTRACT is between CENTENNIAL PUBLIC SCHOOL DISTRICT, hereafter called DISTRICT, and

Multnomah County Community and Family Services Division,
Partners Project
421 SW 5th, 2nd Floor (Administrative Office)
Portland, Oregon 97204

hereafter called COUNTY.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** This agreement covers mutual obligations to provide mental health services to high risk children.

A. County Service Responsibilities. COUNTY'S services under this Agreement shall consist of the following:

1) Assist in identifying children eligible for services. Eligible children are those who are: a) Age 5 through 18; b) Determined not to be eligible for Medicaid; c) Portland Public Schools or Centennial School District students under state requirements; d) Emotionally impaired to the point that they are at risk of inpatient psychiatric hospitalization or long-term residential care; e) Meet other eligibility criteria established by COUNTY; f) Referred by DISTRICT.

2) Screen referred children for appropriateness for service using established criteria and a team composed of representatives of each participating agency.

3) Through the use of an inter-agency service planning team, develop a plan of care based on individual treatment and service needs.

4) Refer eligible children to services identified in the child's individual plan. The services will be authorized and coordinated by a managed care coordinator employed by COUNTY.

5) Pursuant to 3. and 4. above, pay for mental health rehabilitative services provided as part of the plan of care. These services may include but are not limited to: evaluation, day treatment, respite care, intensive family-based treatment services, outpatient treatment, skill training and individualized mental health services. Scope of services excludes non mental health related educational services, substance abuse treatment, residential and inpatient treatments. No more than 50% of referred eligibles will be receiving day treatment services.

B. County Administrative Responsibilities.

1) COUNTY shall administer the Children's Capitation/Mental Health Organization.

2) COUNTY will maintain the funding pool for the above Organization.

3) COUNTY will establish a governance structure made up of representatives of each participating agency.

4) COUNTY will develop and maintain a system of care that ensures access to clinically appropriate, culturally competent, cost effective family and community-based services for severely emotionally disturbed youth.

C. DISTRICT Responsibilities.

1) An appointed representative of the DISTRICT will participate as a member of the established governance structure.

2) DISTRICT will participate, as requested by COUNTY, in service plan discussions for any enrolled child.

3) DISTRICT shall provide to enrolled children, if eligible under the Individuals with Disabilities Education Act, the following special education related services: occupational therapy, physical therapy, and speech therapy.

2. **COMPENSATION.** DISTRICT agrees to pay COUNTY a total sum of \$41,000 payable July 1, 1995. This amount is based upon a rate of \$1650 per month for each Non-Medicaid child enrolled for whom DISTRICT is the primary referring party. These funds will be used to pay for services identified in the plan of care and authorized by the managed care coordinator. In addition, \$5,000 of this payment is for the development of the Mental Health Organization, including service development for medicaid and non-medicaid children.

3. **TERM.** The term of this Agreement shall be from July 1, 1995 through June 30, 1996, unless sooner terminated under the provisions hereof.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document and the attached Conditions of Contract.

MULTNOMAH COUNTY, OREGON

CENTENNIAL PUBLIC SCHOOL DISTRICT

BY Lolingo Poe miss
Director,
Community & Family Services Division

6/12/95
Date

BY [Signature]
Superintendent
TITLE
Date 6/7/95

BY [Signature]
Beverly Stein,
Multnomah County Chair

6-29-95
Date

BY Mary Lou Johnson
Director Student Serv. Date 6-7-95
TITLE

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

By [Signature]
Assistant County Counsel

6/15/95
Date

APPROVED AS TO FORM:
DISTRICT ATTORNEY (If Applicable)

By _____
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 6-29-95
[Signature]
BOARD CLERK

**CENTENNIAL PUBLIC SCHOOL DISTRICT CONTRACT
CONDITIONS OF INTERGOVERNMENTAL AGREEMENT**

The attached contract for services between Centennial Public School District, herein called "DISTRICT", and Multnomah County, herein "COUNTY", is subject to the following:

1. **FUNDS AVAILABLE.** DISTRICT 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 DISTRICT in the amounts anticipated, DISTRICT may terminate or reduce contract funding accordingly. DISTRICT will notify COUNTY as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS.** COUNTY is an independent contractor, and neither COUNTY, COUNTY'S subcontractors nor employees are employees of the DISTRICT. COUNTY is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY'S rights acquired hereunder without the prior written consent of DISTRICT. The DISTRICT is not liable to any third person for payment of any compensation payable to COUNTY as provided in this agreement.

4. **ACCESS TO RECORDS.** The DISTRICT'S authorized representatives shall have access to the books, documents, papers, and records of COUNTY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by COUNTY under this contract shall be the property of the DISTRICT.

6. **WORKERS' COMPENSATION INSURANCE**

COUNTY is self insured for worker's compensation insurance coverage and shall maintain that insurance for the duration of the contract.

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

8. **ADHERENCE TO LAW.** The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION.** COUNTY 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. COUNTY must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **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 DISTRICT, by written notice of default, may terminate this agreement if COUNTY 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 COUNTY shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of COUNTY or liability of COUNTY or DISTRICT which accrued prior to termination.

11. **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 COUNTY.

MEETING DATE: JUN 29 1995

AGENDA NO.: C-10

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of intergovernmental agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Tom Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

OHSU's hospital provides inpatient labor and delivery, tubal ligations, and OB-related outpatient services for County's Corrections prisoners. (Contract #200076)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odgers

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

6-29-95 Originals to Karen Garber.

1995 JUN 20 PM 4:55
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



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

TO: Board of County Commissioners

FROM: Bill Odegaard, Director, Health Department

DATE: June 9, 1995

SUBJECT: Renewal of intergovernmental agreement with Oregon Health Sciences University for hospital services for Corrections prisoners

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200076 with Oregon Health Sciences University for the period July 1, 1995, to and including June 30, 1996.
- II. Background/Analysis: OHSU provides inpatient labor and delivery, tubal ligations, and OB-related outpatient services for County's Corrections prisoners as needed on a fee-for-service basis. The County will pay 80% of the hospital's most recently published rates. The County has a similar agreement with Portland Adventist Medical Center to provide general inpatient, outpatient and emergency services for Corrections prisoners. OHSU has been providing these services since January 1993.
- III. Financial Impact: Expenditures run approximately \$30,000 to \$40,000 per year. Funds have been budgeted.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Provision of quality health care for Corrections prisoners.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200076

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-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 style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>6/29/95</u></p> <p style="text-align: center;">Carrie A. Parkerson BOARD CLERK</p>
--	--	--

Department Health Division _____ Date _____

Contract Originator Tom Fronk Phone x4274 Bldg/Room 160/7

Administrative Contact Karen Garber Phone x6207 Bldg/Room 160/8

Description of Contract Hospital services (inpatient labor and delivery, tubal ligations, outpatient OB-related services) to County's Corrections prisoners
(RENEWAL)

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Sciences University
 Mailing Address 3181 SW Sam Jackson Park Road
Portland, OR 97201
 Phone _____
 Employer ID# or SS# 93-6001786W
 Effective Date July 1, 1995
 Termination Date June 30, 1996
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Bill Brown, Contracts Officer 494-4768
 Dr. Paul Kirk, OB/GYN Dept Chair 494-8639
 Remittance Address _____
 (If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input checked="" type="checkbox"/> Other \$ (invoice)	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

REQUIRED SIGNATURES:

Department Manager Bill Odegaard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel Katie Gutz
 County Chair / Sheriff Melvin Stein
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 6/12/95
 Date _____
 Date 6/15/95
 Date 6/29/95
 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 NO
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

**AGREEMENT FOR HOSPITAL SERVICES
FOR
MULTNOMAH COUNTY CORRECTIONS SYSTEM PRISONERS**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the _____ day of _____, 1995, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and THE STATE OF OREGON, acting by and through the Oregon State Board of Education on behalf of OREGON HEALTH SCIENCES UNIVERSITY, (hereinafter referred to as "HOSPITAL").

WITNESSETH:

WHEREAS, COUNTY wishes to provide for medical care services for prisoners from COUNTY's Corrections System through an agreement with HOSPITAL; and

WHEREAS, representatives of COUNTY and HOSPITAL have consulted concerning the objective of COUNTY and it has been determined that HOSPITAL is accredited by the Joint Commission on Accreditation of Hospitals (JCAH) and thereby accepted as qualified to render a high level of care and services in keeping with the objective of COUNTY; and

WHEREAS, HOSPITAL has indicated a willingness to undertake care and services of those persons referred by COUNTY who qualify for care and service on the basis provided for in this Agreement; now, therefore,

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

1. TERM

The term of this Agreement shall be from July 1, 1995, to and including June 30, 1996, unless sooner terminated under the provisions hereof.

2. ADMISSION

A. HOSPITAL will accept as patients under this Agreement only patients who are:

- 1) Referred to HOSPITAL by COUNTY's Sheriff's Office; and
- 2) Determined by HOSPITAL's admitting physician to require admission.

B. In the event that medical facilities are not available or adequate at HOSPITAL, HOSPITAL will assist COUNTY in finding an appropriate facility.

3. SERVICES

A. HOSPITAL will provide inpatient labor and delivery, tubal ligations, and OB-related outpatient services to patients who are eligible for services as specified in Section 2, Admission of this Agreement.

B. HOSPITAL will provide such quality of services and facilities to patients covered under this Agreement as is consistent with that provided to its general patient population.

- C. HOSPITAL will provide a range of services to patients covered under this Agreement equivalent to the range of services provided to its general patient population. The services will include but will not be limited to:
 - 1) Room, board, and associated support services;
 - 2) Nursing care;
 - 3) Ancillary services and supplies;
 - 4) Blood and transfusion;
 - 5) Medication supply not to exceed three (3) days' requirements at time of discharge for medications not on COUNTY's formulary;
 - 6) Physician and allied professional services;
 - 7) Such additional services as patient may require subject to agreement of the parties.

- D. Upon discharge of a patient for whom services have been provided under this Agreement, HOSPITAL will provide COUNTY with clinical information necessary for continued treatment.

- E. HOSPITAL will, to the greatest practical extent, assign patients covered under this Agreement to adjacent or nearby rooms. When this is not possible, the assignment of patients to beds in different units or on different floors may be directed, if HOSPITAL gives COUNTY advance notice of the need for additional security personnel and COUNTY authorization is given. In no event will such notice be given to COUNTY less than four (4) hours in advance.

- F. HOSPITAL is not required to deliver, nor is reimbursement allowed for, the following types of care and services under this Agreement:
 - 1) Treatment of disease classifications for which HOSPITAL has no available facilities or consulting physicians trained to perform such treatment;
 - 2) Rehabilitation care and treatment;
 - 3) Extended care.

- 4. ADMINISTRATION
COUNTY will implement and administer the program through its Health Department and Sheriff's Office. COUNTY will:
 - A. Authorize payment to HOSPITAL for patients admitted under this Agreement whom COUNTY determines are eligible for services, as specified in Section 2, Admission of this Agreement.
 - B. When possible, notify emergency room physicians and admitting office that patient is being sent to HOSPITAL for possible admission.
 - C. When possible, provide for appropriate transportation to and from HOSPITAL for patients at COUNTY's expense.

- D. Provide, within its capabilities, for security personnel when necessary and appropriate for the protection of the public and patients, as specified in Appendix A attached hereto and by this reference incorporated.
- E. Assume continued financial responsibility, subject to the limitations specified in Section 5E, Payment, for services rendered by HOSPITAL to patients who are covered by this Agreement and are in HOSPITAL as of the expiration of this Agreement. Payment to HOSPITAL for services provided to such patients will be made pursuant to this Agreement.

5. PAYMENT

COUNTY will reimburse HOSPITAL for the performance of those services provided hereunder, which payment shall be based upon the following terms:

- A. Patients must be eligible for services as specified in Section 2, Admission of this Agreement.
- B. HOSPITAL will submit to COUNTY a copy of the completed "Request for Medical Services" form for each patient served under this Agreement. This form is to provide the basic information necessary for determining eligibility for services provided hereunder.
- C. HOSPITAL will submit to COUNTY original fee-for-service billings for services provided.
- D. COUNTY will pay HOSPITAL 80% of HOSPITAL's most recently published rates for inpatient labor and delivery, tubal ligations, and OB-related outpatient services.
- E. COUNTY will pay HOSPITAL for services provided to patients under this Agreement either:
 - 1) Through the day of discharge from COUNTY custody; or
 - 2) If patient still requires hospitalization, up to a maximum of seventy-two (72) hours after discharge from COUNTY custody. (This condition arises when a patient has been admitted to HOSPITAL and is then released from COUNTY custody due to personal recognizance or posting of bail.)
- F. HOSPITAL will promptly pursue investigation and billing of other available third party reimbursement for each patient admitted under this Agreement. HOSPITAL will document billing attempts prior to sending billing to COUNTY for payment.
- G. HOSPITAL will promptly refund to COUNTY any credit balance on an individual account in excess of billed charges resulting from collection of third party or personal payments for hospital services rendered in accordance with this Agreement.
- H. COUNTY will remit payments to HOSPITAL within sixty (60) days from the date that HOSPITAL submits billing to COUNTY.

- I. 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 Agreement funding accordingly. COUNTY will notify HOSPITAL as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
6. PATIENT SERVICES EVALUATION
 - A. HOSPITAL shall provide access to hospital records for concurrent evaluation to the locally designated Professional Standards Review Organization.
 - B. HOSPITAL shall promptly refund to COUNTY, upon COUNTY request, any COUNTY payment which has been made for services determined by an evaluation and recommendation of the Professional Standards Review Organization to have been inappropriate to the patient's medical condition.
 7. RELEASE OF MEDICAL RECORDS
 - A. Release of medical records is pursuant to COUNTY's agreement with COUNTY subscribers for release of such information and is pursuant to any other additional releases which may be required by state or federal laws. HOSPITAL will determine which additional releases, if any, are required and COUNTY or HOSPITAL will obtain and provide such releases.
 - B. COUNTY warrants that it has obtained the consent of its subscribers to review the medical records. It is the responsibility of COUNTY to preserve the confidentiality of all records which HOSPITAL releases to COUNTY.
 - C. COUNTY agrees to defend and indemnify HOSPITAL from any claim or action by a COUNTY subscriber against HOSPITAL relating to HOSPITAL disclosure of the subscriber's medical records to COUNTY, provided COUNTY requested such disclosure.
 8. UTILIZATION REPORTING

HOSPITAL will provide COUNTY with a monthly utilization report on patients admitted under this Agreement. Report format will be negotiated between COUNTY and HOSPITAL.
 9. EVALUATION

The parties agree to establish a committee composed of COUNTY and HOSPITAL representatives which will perform ongoing program evaluation including not less than quarterly assessment of procedures prescribed by this Agreement if such an arrangement is deemed appropriate by either party.

**INTERGOVERNMENTAL AGREEMENT
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

HOSPITAL is an independent contractor and is solely responsible for the provision of services as provided for under this Agreement. As such it is solely responsible for the conduct of its programs. HOSPITAL, its employees, and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

A. HOSPITAL shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of HOSPITAL, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

B. COUNTY shall defend, hold and save harmless HOSPITAL, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. LIABILITY INSURANCE

HOSPITAL shall provide malpractice and tort liability insurance coverage pursuant to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and subject to the limits of the Act, for all services constituting patient care provided by HOSPITAL personnel acting within the scope of their employment pursuant to this Agreement.

4. WORKERS' COMPENSATION INSURANCE

COUNTY and HOSPITAL shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as carrier-insured employers or self-insured employers as provided in Chapter 656 of the Oregon Revised Statutes.

5. TAXPAYER IDENTIFICATION NUMBER

HOSPITAL shall furnish to COUNTY its federal employer identification number as designated by the Internal Revenue Service.

6. SUBCONTRACTS AND ASSIGNMENT

A. HOSPITAL shall neither subcontract with others for any of the work prescribed herein, nor assign any of HOSPITAL's rights acquired hereunder, without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to HOSPITAL.

B. COUNTY shall neither subcontract with others for any of the work prescribed herein, nor assign any of COUNTY's rights acquired hereunder, without obtaining prior written approval from HOSPITAL.

7. RECORD CONFIDENTIALITY

COUNTY and HOSPITAL agree to keep all COUNTY client/patient records confidential in accordance with state and federal statutes and rules governing confidentiality.

8. AUDIT OF PAYMENTS

COUNTY, either directly or through a designated representative, may audit the records of HOSPITAL at any time after providing reasonable notice during the three (3) year period from the date of completion or termination of this Agreement. This audit shall only be directed to services provided by HOSPITAL and payments provided by COUNTY under the terms of this Agreement. If an audit discloses that payments to HOSPITAL were in excess of the amount to which HOSPITAL was entitled, HOSPITAL shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

9. COMPLIANCE WITH LAW

A. In connection with its activities under this Agreement, COUNTY and HOSPITAL agree to comply with all applicable federal, state, and local laws including but not limited to laws, rules, regulations, and policies concerning workers' compensation, minimum and prevailing wage requirements, equal employment opportunity, affirmative action, and nondiscrimination in service delivery.

B. The parties certify, under penalty of perjury, that the parties are, to the best of their knowledge, not in violation of any tax laws described in ORS 305.280 (4).

10. MODIFICATION

A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to HOSPITAL by mail. HOSPITAL shall return to COUNTY within twenty (20) working days a signed acknowledgement of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or HOSPITAL, shall be reduced to writing and signed by both parties.

11. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

12. EARLY TERMINATION

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1) By mutual written consent of the parties.

2) By either party upon ninety (90) calendar days' written notice to the other, delivered by certified mail or in person.

- 3) By COUNTY and effective upon delivery of written notice to HOSPITAL by certified mail or in person, under any of the following conditions:
 - a) Denial, revocation, suspension, or non-renewal of any license or certificate required by law or regulation to be held by HOSPITAL.
 - b) If HOSPITAL fails to deliver services upon the dates specified in this Agreement, or if HOSPITAL fails to continue to provide services for the entire Agreement period.
 - c) If COUNTY has evidence that HOSPITAL has endangered or is endangering the health and/or safety of clients, staff, or the public.
 - d) If COUNTY has evidence of HOSPITAL's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service to COUNTY clients.

B. Payment to HOSPITAL will include all services and referrals requested through the day of termination and will continue either until patient is discharged from COUNTY custody, or up to a maximum of seventy-two (72) hours after patient's release from COUNTY custody if hospitalization is still required. Payment shall be in full satisfaction of all claims by HOSPITAL against COUNTY under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of HOSPITAL or COUNTY which accrued prior to such termination.

14. LITIGATION

A. HOSPITAL shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against HOSPITAL or any subcontractor of which HOSPITAL may be aware which may result in litigation related in any way to this Agreement.

B. COUNTY shall give HOSPITAL immediate notice in writing of any action or suit filed or any claim made against COUNTY or any subcontractor of which COUNTY may be aware which may result in litigation related in any way to this Agreement.

15. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the law of the State of Oregon.

16. INTEGRATION

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

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

THE STATE OF OREGON, acting by and through the Oregon State Board of Education on behalf of OREGON HEALTH SCIENCES UNIVERSITY

By _____

Title _____

Date _____

Contractor's Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Multnomah County Chair
Date 6-29-95

HEALTH DEPARTMENT

By Billi Odgaard
Billi Odgaard, Director
Date 6/13/95

By Kathy Page
Kathy Page, Program Manager
Date 6/12/95

REVIEWED:

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

By Katie Gault
Date 6/15/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 6-29-95
Ceri A. Robertson
BOARD CLERK

APPENDIX A

1. Prisoners treated at HOSPITAL under the provisions of this Agreement, while on the premises of HOSPITAL, will be accompanied by Multnomah County Sheriff's Office employees carrying Multnomah County Sheriff's Office employee identification.
2. Exceptions to this policy shall be allowed only for:
 - A. Prisoners referred from COUNTY's Corrections Facilities.
 - B. Prisoners for whom COUNTY has requested and received from HOSPITAL an exception to this policy due to reduced security risks.
3. Requests for exceptions to this policy are to be forwarded from COUNTY's Sheriff's Office to COUNTY's Corrections Health Manager and HOSPITAL's representative.
 - A. Whenever possible, such requests should be made prior to the prisoner's admission to HOSPITAL.
 - B. This process should be followed for prisoners who have been admitted to HOSPITAL and released on their own personal recognizance or posted bail and for whom COUNTY will continue to assume financial responsibility for their medical care either through their release from COUNTY custody, or for a maximum of seventy-two (72) hours after their release from COUNTY custody if further hospitalization is required.
4. Factors to be considered in such requests shall include but are not limited to the following:
 - A. Individual's charge.
 - B. Information in the individual's personal and/or custody report.
 - C. Observations of the individual's behavior and/or conditions.
5. Approvals for exceptions to this policy are to be made by and only by HOSPITAL's representative.
6. Guest food trays will be made available to Multnomah County Sheriff's Office employees on a cash basis, and can be delivered to the patient's room.
7. In the event that the Multnomah County Sheriff's Office employee must leave the patient, said employee, for the patient's safety, must inform HOSPITAL staff of his/her location.

MEETING DATE: JUN 29 1995

AGENDA NO.: C-11

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with the State of Oregon Children's Services Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Tom Fronk TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

The County will provide a 1.0 FTE public health nurse to the State's Family Support Team Project. The nurse will be assigned to CSD's Midtown Branch Office. (Contract #200556)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odegaard/ps

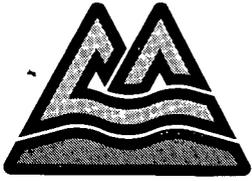
BOARD OF
COUNTY COMMISSIONERS
1995 JUN 22 PM 2:44
MULTNOMAH COUNTY
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

5654

6-29-95 Originals to Karen Garber.



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

TO: Board of County Commissioners

FROM: Billi Odegaard, Director, Health Department *B.O. 6/25*

DATE: June 20, 1995

SUBJECT: Contract #200556 with State of the Oregon Children's Services Division

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200556 with State of the Oregon Children's Services Division for the period July 1, 1995, to and including June 30, 1997.
- II. Background/Analysis: The State's Family Support Team Project provides for a multi-agency team of professionals who provide intervention and treatment services for substance-abusing families with children. Objectives include ensuring the well-being of children, reducing the likelihood of abuse and/or neglect, and providing a supportive environment which allows for the healthy development of children. The Multnomah County Health Department will provide a 1.0 FTE public health nurse. The team also includes a Multnomah County substance abuse specialist, CSD caseworkers, human services aides, and administrative support. The public health nurse provided under this agreement will work out of CSD's Midtown Branch Office. Under a second Family Support Team agreement with CSD, the Health Department will provide a public health nurse for CSD's East County Branch Office. The County has had similar agreements with the State since 1986.
- III. Financial Impact: The County will be reimbursed a total of \$113,736: \$56,136 for the 1995-96 fiscal year and \$57,600 for the 1996-97 fiscal year.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other government agencies in the provision of quality health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200556

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> 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>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>6/29/95</u></p> <p><u>Carrie A. Parkerson</u></p> <p>BOARD CLERK</p> <p>REVENUE</p>
--	---	--

Department Health Division _____ Date June 20, 1995

Contract Originator Tom Fronk Phone x4274 Bldg/Room 160/7

Administrative Contact Karen Garber Phone x6207 Bldg/Room 160/8

Description of Contract County will provide a 1.0 FTE public health nurse to State's multi-agency Family Support Team Project--Midtown Branch Office. (RENEWAL)

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Children's Services Division

Mailing Address 500 Summer Street NE
Salem, OR 97310-1017

Phone 945-5651

Employer ID# or SS# _____

Effective Date July 1, 1995

Termination Date June 30, 1997

Original Contract Amount \$ 113,736

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager _____

Purchasing Director _____
(Class II Contracts Only)

County Counsel Katie Lutz

County Chair / Sheriff Marilyn [Signature]

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

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ 4,678 7/1/95 - 6/30/96 (\$56,136)

Other \$ 4,800 7/1/96 - 6/30/97 (\$57,600)

Net 30

Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date B. L. Odengaard / JS

Date 6-21-95

Date 6/21/95

Date 6/29/95

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0476								
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

STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

CSD Contract Number: 5-0200 096511

Date: June 9, 1995

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division, (or its successor agency) hereinafter referred to as the "Department" and **MULTNOMAH COUNTY HEALTH DIVISION** hereinafter referred to as the "County". The Department's supervising representative for this agreement is Frances Dehlin.

Effective Date and Duration: This agreement shall become effective on July 1, 1995 (or on the date at which every party has signed this agreement, and when required, the Department of Administrative Services and the Department of Justice have approved this agreement, whichever date is later). This agreement shall expire, unless otherwise terminated or extended, on June 30, 1997. However, such expiration shall not extinguish or prejudice Department's right to enforce this contract with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in County performance that has not been cured.

Statement of Work: The statement of services to be performed and agreement provisions are contained in the following that are attached hereto and are by this reference, made a part of this agreement:

<u>Document</u>	<u>Pages</u>
SCHEDULE	<u>65</u>
GENERAL PROVISIONS	<u>5</u>
EXHIBIT 1	<u>3</u>

Consideration: Department agrees to pay County an amount not to exceed \$113,736.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to County as outlined in the agreement document entitled SCHEDULE.

Amendments: 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 including, when required, the Department of Administrative Services and the Department of Justice.

COUNTY MUST COMPLETE COUNTY DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County Health Department

ADDRESS: 426 SW Stark Street, 8th Floor, Portland, OR 97204-2394

Social Security # or Federal Tax ID. # 1-936002309 A2

Citizenship: Non-resident alien Yes No

I, the undersigned, agree to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

Approved by the County:

Signature: Beverly Stein Title: County Chair Date: 6-29-95

Approved by Children's Services Division, Department of Human Resources

By: _____ Date: _____

Reviewed by Contracts Officer: Alyssa A. Valenti Date: 6/13/95

Approved for Legal Sufficiency: _____ N/A Assist. A.G. Date: _____

REVIEWED:

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

By: Katie Taylor

Date: 6/21/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # A-11 DATE 6-29-95

Chris A. Parkerson
BOARD CLERK

SCHEDULE

COUNTY: MULTNOMAH COUNTY HEALTH DIVISION

DATE: JUNE 1, 1995

SECTION A SERVICES TO BE PERFORMED

1. The intent of this agreement is to establish a multi-agency Family Support Team Project from staff of the County and the Department. The Family Support Team will include the following specialists, a child welfare social service specialist, a community health nurse, and a substance abuse specialist.

Whereas the County currently has staff providing community health services, and the Department has staff providing child welfare services, this agreement will provide a model whereby these services are integrated to better serve families.

2. The County will provide health care and related services to clients of the Family Support Team. The County will also act as a resource to Multnomah Midtown Branch staff concerning general health issues of children..
3. The Department will provide the child welfare services to clients of the Family Support Team.
4. The County and the Department agree services will be provided in accordance with Exhibit I, Description of Services, which is attached to this agreement and by this reference is incorporated in this agreement.

SECTION B CONSIDERATION

1. **Funds Available and Authorized**

Except in the event that the Department has entered into a master contract, County shall not be compensated for work performed under this agreement by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the Department's biennial appropriation or limitation. County understands and agrees that Department's payment of amounts under this agreement attributable to work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, the Department may terminate this agreement without penalty or liability to the Department, effective upon the delivery of written notice to the County, with no further liability to the County.

2. As consideration for the personnel related services provided by the County during the period beginning July 1, 1995 and ending June 30, 1997, the Department will reimburse the County's actual, reasonable, and necessary costs, by checks(s), an amount not to exceed \$113,736.00 to be reimbursed as follows:

Section B.2. continued

- a. Up to 1.0 Full Time Employee Community Health Nurse for the period beginning July 1, 1995, and ending June 30, 1996, an amount not to exceed \$56,136.00, reimbursed at the rate of \$4678 per month. for a maximum of 12 months.
 - b. Up to 1.0 Full Time Employee Community Health Nurse for the period beginning July 1, 1996, and ending June 30, 1997, an amount not to exceed \$57,600.00, reimbursed at the rate of \$4,800.00 per month for a maximum of 12 months.
3. The County shall submit their itemized billings monthly on form CSD 294 A to Children's Services Division, Department of Human Resources, attn: Debbie Harding, Office Manager, CSD Midtown Branch, Lloyd Plaza Bldg. 400, 1425 N.E. Irving, Portland, Oregon 97232.
 4. County shall not submit billings for, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before County performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this agreement. This agreement will not be amended after the expiration date.

SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

1. PROGRAM:

- a. The Department enters into this agreement in anticipation of requiring the County's services.
- b. County-Client Relationship: The County will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the child and parents or guardian of this provision. The County shall notify the Department of all unresolved grievances.
- c. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Department.
- d. Program Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The County also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department.
- e. No Third Party Beneficiaries: Department and County are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.

Section C.1. continued

f. Records Maintenance; Access:

County shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this agreement in such a manner as to clearly document County's performance hereunder. County acknowledges and agrees that Department and, notwithstanding section e, above, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representative shall have access to such fiscal records and to all other books, documents, papers, plans and writings of County that are pertinent to this agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans, and writings shall be retained by County and kept accessible for a minimum of 3 years, except as required longer by law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement.

- g. Worker's Compensation: The County, its subcontractors, if any and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.

h. Indemnification and Insurance

Notwithstanding the hold harmless provision in the General Provisions of this agreement, the County and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Department and the County shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. County may satisfy these requirements in any manner allowed by ORS 30.282. The Department shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the County's insurance policy referred to in this paragraph, the County shall immediately notify the Department verbally and in writing.

As evidence of the insurance coverages and bond required by this agreement, and prior to the execution of this agreement, the County shall furnish certificate(s) of insurance to Children's Services Division, Department of Human Resources, ATTN: Contracts Manager, at 500 Summer Street, NE., Salem, OR 97310-1017. The certificate form to be completed by the County's insurer and bonding company will be maintained in the Department's file of this agreement.

Each insurance policy and bond must contain a provision that there shall be no cancellation, material change, or refusal to renew such insurance policies without 30 days prior written notice to the Department.

Section C. 1. continued

- i. All records identifying family members as alcohol and drug abuse treatment clients are protected by 42 CFR Part 2, Confidentiality Regulations for Alcohol and Drug Abuse Treatment records. Disclosures of information that identifies alcohol and drug abuse clients are also protected from re-disclosure and should be stamped with the following statement: "Federal rules prohibit you from making further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient."

2. PAYMENTa. Definitions

- 1) Allowable Costs are those costs which are reasonable and necessary for delivery of services herein contracted, determined in accordance with the Office of Management and Budget (OMB) Circular A-122 as revised.
 - 2) Restricted Funds are funds paid to the County by the Department, plus any interest accrued thereon, which are expendable only for allowable costs under this agreement.
 - 3) Surplus Funds are that excess of restricted Department funds remaining after allowable costs have been deducted.
 - 4) Administrative Costs are those support service costs incurred in provision of the services required by this agreement by County government organizational units other than the juvenile department. Included in administrative costs are such things as payroll administration costs, accounting services, and indirect overhead expenses.
- b. It is agreed that the amount to be paid under this agreement may be changed by the Department as the result of Legislative action. The Department shall provide the County written notice of any such change in payment.
 - c. Payment will be made by the Department to the County, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing.
 - d. Cost Allocation Plan: The County will provide the Department with a written Cost Allocation Plan covering the handling and distribution of indirect costs no later than 90 days from the start of this agreement period.
 - e. The funds paid by the Department to the County under this agreement are restricted funds. This agreement will be administered under Federal guidelines and regulations, and will be in compliance with Federal Cost and Audit requirements which are stipulated in OMB Circulars A-122 and A-133. The County agrees to expend the agreement funds strictly in accordance with the applicable regulations.
 - f. Federal Requirements under Circular A-128 or A-133: Under Federal rules and regulations, if in a single fiscal year an agency receives \$25,000 or more collectively of Federal financial assistance from any number of sources, including the Department, the agency is required to have an audit conducted by an independent auditor in accord with applicable laws and regulations covered by Circulars A-128 and A-133. It is the responsibility of the Department to monitor results of the agency's audit to determine that the agency has expended the Federal funds in accordance with applicable law and

Section C.2.f. continued

regulations, and that the independent audits have met the requirements covered by Circulars A-128 and A-133.

By the end of the month of August each year the Department shall notify the County of the amount of Federal funds received from the Department. When an A-128 or A-133 audit is required, a copy of the independent audit, together with a statement of revenues and expenses reported on a functional basis, the required opinion assurances, and the auditor's letter of recommendations shall be sent to the Department no later than 90 days after completion by the County.

- g. The Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:
- (1) To document the relation between the County's budget contained in the approved Diversion Plan and the amounts spent by the County.
 - (2) To assure that the County's expenses are in accordance with applicable State regulations on allowable costs.
 - (3) To assure that the County's expenses are in accordance with Federal OMB Circulars A-122, A-128, and A-133 as applicable, on allowable costs. If it is determined from the County's expense statements or the audits referred to above that the County has made expenditures from the funds under this Agreement for costs which are not allowable under the agreement or have not been approved by the Department, the County agrees to promptly refund the moneys so expended to the Department upon request.
- h. If it is determined, from the County's expense statements or the audits referred to above, that funds remain at the end of the agreement term after approved expenses have been deducted from restricted funds paid under this agreement, such funds shall remain restricted and used to provide services during the subsequent agreement periods. A plan for expenditures of carry-over funds must be submitted to the Department at the same time the budget plan for the subsequent agreement period is submitted. The County agrees that if this agreement is terminated prior to the agreement term ending date, or if immediately following expiration of this agreement the Department and the County do not enter into a subsequent agreement for the services herein agreed upon, the County will promptly refund these surplus restricted funds.
- i. If the County fails to comply with the provisions of Sections d. through h. above, the Department may invoke the remedies available to it under General Provision clauses entitled, "Termination" and "Recovery of Overpayments."
- j. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures: The County agrees to establish and exercise such controls as are necessary to assure full compliance with federal regulations and the Department's guidelines on allowable use of funds paid by the Department under this agreement.

The County agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Department.

GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.
2. Payments under this Contract: - Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the Department may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Department nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond respectively, the Department's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Department upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Department may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Department, under any of the following conditions:

1) If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under (this) paragraph a. and b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Department, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Department may authorize.

If the contract is terminated under this paragraph., the Department's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Department. The rights and remedies of the Department in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to many other rights and remedies provided to the Department by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Department's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Department to enforce any provision of this contract shall not constitute a waiver by the Department of that or any other provision.

13. Severability - The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Department.

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, the Department of Human Resources, the Department and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.
18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Department which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the Department in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
19. Funds Available and Authorized - The Department certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Department's current appropriation or limitation.
20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor and the Department, result in payments to the Contractor to which the Contractor is not entitled, the Department, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.
22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.
23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Department.
24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶ 14.c.
25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶14.i.
26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of 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 any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of facts upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract 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.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- (2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

EXHIBIT 1

FAMILY SUPPORT TEAM Project Description

The Multnomah Midtown Branch Children's Services Division (CSD) Family Support Team Project will provide the staff and services to assure eligible families will be provided with an opportunity to work with a multi-agency team of professionals, including CSD caseworkers, human services aids, and administrative support; and a Multnomah County substance abuse specialist; and a Multnomah County health nurse. The team will work as partners with families to ensure the well-being of children, reduce the likelihood of abuse and/or neglect, including drug exposed infants, and to provide a supportive environment allowing for the healthy development of children. This team will play one part of a multi-agency effort to meet the Oregon Benchmark Goals of a reduction in the number of children abused or neglected (Benchmark #4), an increased percentage of babies and infants receiving basic health care (Benchmark #12), and an increased percentage of children entering kindergarten meeting specific developmental standards (Benchmark #13).

Families targeted to receive services of the Family Support Team will include primarily those families with children under the age of five years who have a founded child protective services (CPS) referral. The casework approach used with the families will be the nationally-recognized Family Unity Model. This model provides an arena for the strengthening of natural family support systems which will continue to support client families long after the Division's case is closed. This model, in conjunction with the accessibility of health services arranged through the community health nurse and substance abuse specialist will provide a barrier-free way for the professional community to support families. When services are in place and the level of risk has been reduced, families may continue to receive services through contracted or non-contracted providers, as part of a community after-care plan.

The Midtown Branch Family Support Team will have a contractual collaboration with the primary service providers: Children's Services Division, the Multnomah County Alcohol and Drug Evaluation Program, the Multnomah County Health Department, and a variety of local treatment providers. Service linkages with additional organizations such as Head Start, crisis relief nurseries, the Multnomah County Housing Authority, and others will be the responsibility of team members. Such a broad-based approach has proven necessary to effect change in multi-problem families that have reached the attention of Children's Services Division.

Community Health Nurse Responsibilities;

1. Consultation in the home to substance-abusing pregnant women and parents regarding:
 - a. Health care during pregnancy

- b. Care for newborn babies and the post-partum mothers
 - c. WIC (a nutrition education and supplements food program) and other nutrition information
 - d. Growth and development of the baby and any other older children in the home
 - e. Well-child check-ups for children
 - f. Birth control methods and to whom to turn for services concerning family planning
 - g. Prevention of sexually-transmitted diseases
 - h. Linkages with needed community resources
 - i. Emotional health issues, including alcohol and drugs
2. Address families' immediate health needs, including illness, injuries, pre-natal care, immunizations, and referrals for immediate treatment needs.
 3. Assist parents whose child is developmentally-delayed in learning appropriate child development activities.
 4. Provide in-home demonstrations of parenting skills, assess and monitor parent-child interaction, document family improvement, and recommend service plan adjustments to team members and case-carrying CSD worker.
 5. On an as-needed basis, provide consultation to Midtown Branch casework staff on general health-related issues.

Outcomes

The anticipated outcomes of the project will be:

1. Parents who are better able to provide for the physical and emotional needs of their children.
2. Families who will have more rapid access to needed services.
3. A shortened length of stay when placement of children in out-of-home care has been necessary.

Effectiveness

The effectiveness of the Midtown Branch Family Support Team will be measured by:

1. A reduction in new child abuse and/or neglect referrals on families who have received the services of the Family Support Team.
2. Reduced lengths of stays in out-of-home care of children of families receiving Family Support Team services.
3. Notable positive changes in parental or caretaker self-sufficiency.
4. An increased use of available community resources by families in need.
5. A notable positive change in the developmental screening inventory of pre-school aged children.

Anticipated Benefits

It is anticipated that the number of children entering foster care after a founded child abuse complaint will be reduced by about 40% and that the length of foster care placements will be reduced by

20%. It is estimated that subsequent CPS referrals within twelve months from initial assessments will be reduced by an additional 50%.

In addition, the project is expected to produce additional community savings related to Family Support Team clients maintenance of drug-free lifestyles, increased employability, and improved self-sufficiency.

MEETING DATE: JUN 29 1995

AGENDA NO.: C-12

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with the State of Oregon Children 's Services Division

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: _____

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

The County will provide a 1.0 FTE public health nurse to the State's Family Support Team Project. The nurse will be assigned to CSD's East County Branch Office. (Contract #200566)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odgaard / JS

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 21 PM 4:17
MULTNOMAH COUNTY
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

6-29-95 Originals to Karen Garber.



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

TO: Board of County Commissioners

FROM: Billi Odegaard, Director, Health Department *B. Odegaard*

DATE: June 20, 1995

SUBJECT: Contract #200566 with State of the Oregon Children's Services Division

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200566 with State of the Oregon Children's Services Division for the period July 1, 1995, to and including June 30, 1996.
- II. Background/Analysis: This agreement has been renewed annually since 1986. The State's Family Support Team Project provides for a multi-agency team of professionals who provide intervention and treatment services for substance-abusing families with children. Objectives include ensuring the well-being of children, reducing the likelihood of abuse and/or neglect, and providing a supportive environment which allows for the healthy development of children. The Multnomah County Health Department will provide a 1.0 FTE public health nurse. The team also includes a Multnomah County substance abuse specialist, CSD caseworkers, human services aides, and administrative support. The public health nurse provided under this agreement will work out of CSD's East County Branch Office. Under a second Family Support Team agreement with CSD, the Health Department will provide a public health nurse for CSD's Metro Branch Office.
- III. Financial Impact: The County will be reimbursed \$56,136.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other government agencies in the provision of quality health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200566

Amendment #

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # C-12 DATE 6/29/95</p> <p>Carrie A. Parkerson</p> <p>BOARD CLERK</p> <p>REVENUE</p>
--	--	--

Department Health Division _____ Date June 20, 1995

Contract Originator Tom Fronk Phone x4274 Bldg/Room 160/7

Administrative Contact Karen Garber Phone x6207 Bldg/Room 160/8

Description of Contract County will provide a 1.0 FTE public health nurse to State's multi-agency Family Support Team Project--East County Branch Office. (RENEWAL)

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Children's Services Division
 Mailing Address 500 Summer Street, NE
Salem, OR 97310-1017
 Phone 945-5651
 Employer ID# or SS# _____
 Effective Date July 1, 1995
 Termination Date June 30, 1996
 Original Contract Amount \$ 56,136
 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 \$ 4,678 Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____

Purchasing Director _____
(Class II Contracts Only)

County Counsel Katie Pugh

County Chair / Sheriff Heberlein

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

Encumber: Yes No

Date Belli Odengaard/AS

Date 6-21-95

Date 6/21/95

Date 6/29/95

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	0478								
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

STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

CSD Contract Number: 5-0243

Date: June 14, 1995

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division or successor, hereinafter referred to as the "Department or Department" and MULTNOMAH COUNTY HEALTH DIVISION hereinafter referred to as the "Agency". The Department's supervising representative for this agreement is Lee Coleman.

Effective Date and Duration: This agreement shall become effective on July 1, 1995. This agreement shall expire, unless otherwise terminated or extended, on June 30, 1996.

Statement of Work: The statement of services to be performed and agreement provisions are contained in the following that are attached hereto and are by this reference, made a part of this agreement:

Document	Pages
SCHEDULE	5
GENERAL PROVISIONS	5
EXHIBIT 1	2

Consideration: Department agrees to reimburse the Agency an amount not to exceed \$56,136.00 for costs they incur in providing services under this agreement. Interim payments shall be made to Agency as outlined in the agreement document entitled SCHEDULE.

Amendments: 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 including, when required, the Department of Justice.

AGENCY MUST COMPLETE AGENCY DATA AND CERTIFICATION
NAME: (tax filing): <u>Multnomah County Health Department</u>
ADDRESS: <u>426 SW Stark Street, 8th Floor, Portland, OR 97204-2394</u>

I, the undersigned, agree to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

Approved by the Agency:

BY: Beverly Stein Title: County Chair Date: 6-29-95

Approved by Children's Services Division, Department of Human Resources

By: _____ Date: _____

Reviewed by Contracts Officer: Nancy Mendenhall Date: 6-15-95

REVIEWED:

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

By: Kati Bent

Date: 6/21/95

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA # 2-12 DATE 6-29-95
Carrie A. Peterson
BOARD CLERK

SCHEDULE

AGENCY: Multnomah County Health Division

DATE: June 14, 1995

I. Services

1. The Agency agrees to provide services describes as follows and in any attachments hereto, in accordance with the terms and conditions stipulated in the agreement and its attachments for Project Team;
 - a. Hire and supervise 1.0 FTE public health nurse.
 - b. Public Health Nurse will be outstationed at Department's Multnomah East County Branch Office.
 - c. Public Health Nurse will participate as a member of the Project Team/Family Support Team staff by providing health and related services to clients being served by Project Team/Family Support Team.
 - d. Public Health Nurse to serve as a member of Project Team/Family Support Team. See Exhibit I for description of Project Team and for description of nurses duties and responsibilities.
2. The Agency agrees to participate in the evaluation component and provide the mutually agreed upon information and reports.
3. Department agrees to house Agency's nurse, provide furniture, equipment, office and supplies to fulfill member's role on team.

II. Consideration

Funds Authorized and Available:

Except in the event that the Department has entered into a master contract, Contractor shall not be compensated for work performed under the contract by any other agency or department of the State of Oregon. Agency has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the Department's biennial appropriation or limitation. Contractor understands and agrees that Department's payment of amounts under this contract attributable to work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, the Department may terminate this contract without penalty or liability to the agency, effective upon the delivery of written notice to the Contractor, with no further liability to Contractor.

- A. As consideration for the services provided by the Agency, during the period beginning July 1, 1995 and ending June 30, 1996, the Department will pay to the Agency, by check(s), an amount not to exceed \$56,136.00, to be paid at the rate of \$4,678.00 per month.

- B. Payment will be made by the Department to the Agency subject to receipt by the Department of the billing.
- C. The moneys paid by the Department to the Agency under this Agreement are restricted funds. The Agency agrees to expend the Agreement funds strictly according to terms and conditions of this Agreement.
- D. The Department reserves the right to audit and review the actual expenses of the Agency to assure that the payments under this Agreement do not exceed amounts that are reasonable and necessary to assure quality service, and to assure that the Agency provides the agreed services according to applicable federal regulations on allowable costs. If the Department finds, from its audit and review, that the Agency has made expenditures, from the funds under this Agreement for costs, which are not allowable or have not been approved by the Department, the Agency agrees to promptly refund the moneys so expended to the Department upon request.

III. Billing

Billings and a report of the services rendered will be submitted monthly, on form CSD 294A, to Children's Services Division, Accounting Services, Floor 4, 500 Summer Street NE, Salem, Oregon 97310-1017. A supply of the form CSD 294A shall be sent to the Agency by the Department.

IV. Non Appropriation of Funds

Except in the event that the Department has entered into a master contract, Agency shall not be compensated for work performed under the agreement by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this agreement within the Department's biennial appropriation or limitation. Agency understands and agrees that Department's payment of amounts under this agreement attributable to work performed after the last day of the current biennium is contingent on Department's receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, the Department may terminate this agreement without penalty or liability to the Agency, effective upon the delivery of written notice to the Agency, with no further liability to Agency.

V. Termination

This Agreement may be terminated by mutual consent of both parties.

VI. Amendment

This Agreement constitutes the entire Agreement between the parties, no waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representation, oral or written, not specified herein regarding this Agreement.

VII. Agency-Client Relationship

The Agency will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Agency's service program. At the time arrangements are made for the Agency's services, the Agency will advise the child and parents or guardian of this provision. The Agency shall notify the Department of all unresolved grievances.

VIII. Services to Culturally Diverse Children and Families

Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Department.

The Department reserves the right to review information regarding efforts to deliver services that benefit culturally diverse children and youth.

IX. Program Responsibility, Eligibility, and Case Planning

The Department, through its branch offices, is responsible for determining the nature and extent of service for all children for whom the Department purchases services under this Agreement. The Agency agrees to include the appropriate Department staff person in making decisions regarding ongoing planning for children served.

X. Program Records, Controls Reports and Monitoring Procedures

The Agency agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The Agency agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The Agency also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department.

XI. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a recipient of services received under this Agreement for any purpose not directly connected with the administration of Department's or the Agency's responsibilities with respect to such services are prohibited except on written consent of Department, or if Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian, or attorney.

XII. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures

The Agency agrees to establish and exercise such controls as are necessary to assure full compliance with federal regulations and the Department's guidelines on allowable use of funds paid by the Department under this Agreement.

The Agency agrees to maintain fiscal records consistent with accepted accounting practices and controls, that will properly reflect all direct and indirect costs and funds expended in the performance of this Agreement, and all revenue received for programs under this Agreement.

The Agency agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Department.

XIII. Truth in Lobbying

The Agency certifies, to the best of the Agency's knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, 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 Agreement, 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 any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" according to its instructions.
- C. The undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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.

XIV. Indemnification and Insurance

The Agency and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, because of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts of omissions of the other party under this Agreement.

Both the Department and the Agency shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this Agreement. Agency may satisfy these requirements in any manner allowed by ORS 30.282. The Department shall satisfy this requirement through the Liability Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Agency's insurance policy referred to in this paragraph, the Agency shall immediately notify the Department verbally and in writing.

As evidence of the insurance coverage required by this Agreement, and prior to execution of this Agreement, the Agency shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, Children's Services Division, Human Resources Building - 4th Floor, 500 Summer Street NE, Salem, Oregon 97310-1017. The certificate form to be completed by the Agency's insurer will be maintained in the Department's file to this Agreement.

There shall not be any cancellation, material changes or failure to renew such insurance

policy (policies) without 30 days notice to the Department.

Agency will provide worker's compensation coverage for its employees and will have in effect automobile liability and physical damage coverage covering their use of the state vehicle.

XV. Americans with Disabilities Act (ADA)

Agency and Agency's subcontractors shall comply with the Americans with Disabilities Act of 1990, 42 USC 12101 et. seq., as well as ORS 30.670 to 30.685, ORS 659.425, and ORS 659.430, and all rules and regulations implementing those laws. These laws may apply to, among other things, the construction, remodeling, maintenance and operation of any structure or facility, and the conduct of all programs, services and training of any type.

Agency and Agency's subcontractors shall make reasonable accommodation to permit participation in the service, program or activity, and shall operate these services, programs and activities so that, when viewed in their entirety, they are readily accessible to and usable by individuals with disabilities. They shall be provided in an integrated setting, unless separate or different measures are necessary to ensure equal opportunity.

GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.
2. Payments under this Contract - Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the Department may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Department nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond respectively, the Department's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Department upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Department may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Department, under any of the following conditions:

1) If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under (this) paragraph a. and b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Department, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Department may authorize.

If the contract is terminated under this paragraph., the Department's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Department. The rights and remedies of the Department in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to many other rights and remedies provided to the Department by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Department's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Department to enforce any provision of this contract shall not constitute a waiver by the Department of that or any other provision.

13. Severability - The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Department.

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, the Department of Human Resources, the Department and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.

18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Department which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the Department in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Funds Available and Authorized - The Department certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Department's current appropriation or limitation.

20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor and the Department, result in payments to the Contractor to which the Contractor is not entitled, the Department, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.

23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Department.

24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶ 14.c.

25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶14.i.

26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of 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 any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of facts upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract 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.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

(2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

(2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

FAMILY SUPPORT TEAM
Project Description

The Multnomah East Branch Children's Services Division (CSD) Family Support Team Project will provide the staff and services to assure eligible families will be provided with an opportunity to work with a multi-agency team of professionals, including CSD caseworkers, human services aids, and administrative support; and a Multnomah County substance abuse specialist; and a Multnomah County health nurse. The team will work as partners with families to ensure the well-being of children, reduce the likelihood of abuse and/or neglect, including drug exposed infants, and to provide a supportive environment allowing for the healthy development of children. This team will play one part of a multi-agency effort to meet the Oregon Benchmark Goals of a reduction in the number of children abused or neglected (Benchmark #4), an increased percentage of babies and infants receiving basic health care (Benchmark #12), and an increased percentage of children entering kindergarten meeting specific developmental standards (Benchmark #13).

Families targeted to receive services of the Family Support Team will include primarily those families with children under the age of five years who have a founded child protective services (CPS) referral. The casework approach used with the families will be the nationally-recognized Family Unity Model. This model provides an arena for the strengthening of natural family support systems which will continue to support client families long after the Division's case is closed. This model, in conjunction with the accessibility of health services arranged through the community health nurse and substance abuse specialist will provide a barrier-free way for the professional community to support families. When services are in place and the level of risk has been reduced, families may continue to receive services through contracted or non-contracted providers, as part of a community after-care plan.

The East Branch Family Support Team will have a contractual collaboration with the primary service providers: Children's Services Division, the Multnomah County Alcohol and Drug Evaluation Program, the Multnomah County Health Department, and a variety of local treatment providers. Service linkages with additional organizations such as Head Start, crisis relief nurseries, the Multnomah County Housing Authority, and others will be the responsibility of team members. Such a broad-based approach has proven necessary to effect change in multi-problem families that have reached the attention of Children's Services Division.

Community Health Nurse Responsibilities:

1. Consultation in the home to substance-abusing pregnant women and parents regarding:
 - a. Health care during pregnancy

- b. Care for newborn babies and the post-partum mothers
 - c. WIC (a nutrition education and supplements food program) and other nutrition information
 - d. Growth and development of the baby and any other older children in the home
 - e. Well-child check-ups for children
 - f. Birth control methods and to whom to turn for services concerning family planning
 - g. Prevention of sexually-transmitted diseases
 - h. Linkages with needed community resources
 - i. Emotional health issues, including alcohol and drugs
2. Address families' immediate health needs, including illness, injuries, pre-natal care, immunizations, and referrals for immediate treatment needs.
 3. Assist parents whose child is developmentally-delayed in learning appropriate child development activities.
 4. Provide in-home demonstrations of parenting skills, assess and monitor parent-child interaction, document family improvement, and recommend service plan adjustments to team members and case-carrying CSD worker.
 5. On an as-needed basis, provide consultation to East Branch casework staff on general health-related issues.

Outcomes

The anticipated outcomes of the project will be:

1. Parents who are better able to provide for the physical and emotional needs of their children.
2. Families who will have more rapid access to needed services.
3. A shortened length of stay when placement of children in out-of-home care has been necessary.

Effectiveness

The effectiveness of the East Branch Family Support Team will be measured by:

1. A reduction in new child abuse and/or neglect referrals on families who have received the services of the Family Support Team.
2. Reduced lengths of stays in out-of-home care of children of families receiving Family Support Team services.
3. Notable positive changes in parental or caretaker self-sufficiency.
4. An increased use of available community resources by families in need.
5. A notable positive change in the developmental screening inventory of pre-school aged children.

Anticipated Benefits

It is anticipated that the number of children entering foster care after a founded child abuse complaint will be reduced by about 40% and that the length of foster care placements will be reduced by

20%. It is estimated that subsequent CPS referrals within twelve months from initial assessments will be reduced by an additional 50%.

In addition, the project is expected to produce additional community savings related to Family Support Team clients maintenance of drug-free lifestyles, increased employability, and improved self-sufficiency.

MEETING DATE: JUN 29 1995

AGENDA NO.: C-13

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of IGA with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 29, 1995

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Tom Fronk/Mary Lou Hennrich TELEPHONE #: x4274/494-4000

BLDG/ROOM #: 160/7 - 104/250

PERSON(S) MAKING PRESENTATION: Fronk/Hennrich

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of Intergovernmental Agreement Contract #202195 between Oregon Health Sciences University and Multnomah County, on behalf of CareOregon providing: staff, office rent, computers, software and software maintenance, telephone system, etc. for the period August 1, 1993, through June 30, 1998 in order to create and maintain CareOregon.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

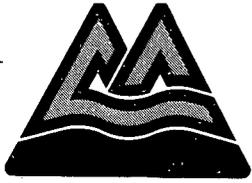
DEPARTMENT MANAGER: Billi Odgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

6-29-95 Originals to Jim Kennedy

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
JUN 16 4 10 02



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

TO: Beverly Stein, Multnomah County Chair

FROM:  Bill Odgaard, Health Department Director

DATE: June 12, 1995

SUBJECT: Late contract with Oregon Health Sciences University (OHSU) on behalf CareOregon.

- I. Recommendation/Action: The Health Department recommends approval of this requirements contract with OHSU the period August 1, 1993 through June 30, 1998. This contract is being submitted late because of the emergency of the moment to get the agreements and get the staff, supplies, equipment, and consultants immediately available to help create CareOregon in order to comply with the 1993 Oregon Legislative requirements for the Oregon Health Plan. With high administrative stress, staff turnover and the goodwill of OHSU this contract was delayed in getting drafted..
- II. Background Analysis: As a co sponsor of CareOregon, OHSU/UMG was willing to purchase out of its own budget the staff, the computers, computer software and software maintenance, the telephone system, the office rent, etc. to help create CareOregon. At that time there was no CareOregon with a discrete budget. Therefore, Oregon Health Science University (OHSU) which includes University Medical Group (UMG) and Oregon Primary Care Centers (OPCA) agreed to work with the County to provide the necessary staff and resources with the expectation that they would be reimbursed at a later date.
- III. Financial Impact: The costs have been identified. CareOregon is now operationally independent, and able to reimburse for these past and future expenditures. The costs were

identified early and a payables accounts was established. Therefore these costs have been expensed as they happened, and will not have a negative impact on CareOregon's bottom line. We are projecting a lump sum payment of about \$860,000, and an annual expenditure rate of about \$250,000.

- IV. Legal Issues: none.
- V. Controversial Issues: None for which we are aware.
- VI. Link to Current County Policies: Support to CareOregon.
- VII. Other Government Participation: none.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 202195
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-13</u> DATE <u>6/29/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
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Department Health Division _____ Date June 12, 1995

Contract Originator Tom Fronk Phone 4274 Bldg/Room 160/7

Administrative Contact Jim Kennedy Phone 4274 Bldg/Room 160/8

Description of Contract Contractor agrees to provide staff, purchase equipment, software, and support srevices to create and maintain CareOregon

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU-Managed Care Contracting CDW-4

Mailing Address 3181 SW Sam Jackson Park Road
Portland, Oregon 97201-3098
494-8548

Phone _____

Employer ID# or SS# _____

Effective Date August 1, 1993

Termination Date June 30, 1998

Original Contract Amount \$ requirements

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule approximately Terms _____

Lump Sum \$ 860,000 Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ 250,000 est annual

REQUIRED SIGNATURES:

Department Manager Bill Odgaard

Purchasing Director _____
(Class II Contracts Only)

County Counsel Katie Galt

County Chair / Sheriff Melby Stein

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

Encumber: Yes No

Date 6/13/95

Date _____

Date 6/15/95

Date 6/29/95

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.	390	015	2114			6110			prior to 1 Feb 94	req	
02.	390	015	2110			6110			after 1 Feb 94	req	
03.											

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

Between: CareOregon
1500 SW First Avenue, Suite 250
Portland, Oregon 97201-5831

And: University Hospital
Oregon Health Sciences University
3181 SW Sam Jackson Park Road
Portland, Oregon 97201

THIS AGREEMENT, effective when fully executed, is by and between CareOregon (hereinafter called "CareOregon") and University Hospital of the Oregon Health Sciences University (hereinafter called "Hospital").

BACKGROUND

A. WHEREAS, "CareOregon" is an assumed business name of Multnomah County, Oregon. The Multnomah County Health Department ("MCHD") administers CareOregon. CareOregon is authorized by the Office of Medical Assistance Programs ("OMAP") to provide managed health care services for Oregon Medicaid recipients under the Oregon Health Plan.

B. WHEREAS, University Hospital of the Oregon Health Sciences University ("OHSU") is an academic medical center which provides comprehensive medical services through licensed practitioners and is an institution of the Oregon State Board of Higher Education. OHSU provides primary, secondary, tertiary, and quaternary services upon referral to patients throughout the state of Oregon.

C. WHEREAS, CareOregon has formed an Advisory Board which provides policy input and oversight to Multnomah County Health Department as plan administrator. The Advisory Board consists of three representatives each from Multnomah County Health Department, Oregon Health Sciences University, and clinics which are members of the Oregon Primary Care Association ("OPCA"). These representatives are appointed by their constituent organizations. The tenth member of the Advisory Board is the CareOregon Plan Administrator, who serves ex-officio.

D. WHEREAS, Hospital and MCHD participate as major partners in CareOregon, and each recognizes the importance of the other in maintaining a viable provider network to serve CareOregon members. Hospital and MCHD have agreed to collaborate on clinical policy issues, provider network formation, financial systems, risk model development, and other aspects of plan administration to serve their mutual interests and the needs of CareOregon members.

E. NOW, THEREFORE, this Agreement sets forth the terms under which CareOregon will reimburse Hospital for certain personnel services and logistical support provided by Hospital to aid in the administration of CareOregon, during both its startup and operational phases.

AGREEMENT

1. Startup Expenses before Implementation of CareOregon

1.1 Definition. Hospital has provided personnel services, leased space, equipment, and supplies to MCHD to help support implementation of CareOregon during the period August 1, 1993 through January 31, 1994. These startup expenses are itemized in Exhibit A and are defined for purposes of this agreement as "Startup Expenses".

Other startup expenses have also been provided by other partners in CareOregon, such as OPCA, and University Medical Group (UMG).

1.2 Characterization of Startup Expenses. These startup expenses shall be booked by MCHD as expenses on the January 31, 1994 CareOregon income statement.

These startup expenses shall be booked as a contra-asset on the CareOregon balance sheet as of February 28, 1994.

1.3 Payback of Startup Expenses. As per a motion approved at the January 7, 1994 meeting of the CareOregon Advisory Board, the startup expenses paid by Hospital shall be partially reimbursed on a monthly basis over the first eighteen months of operation of the Plan, i.e., February 1994 through July 1995. This payback shall be budgeted at 1.05% of the capitation payment received by CareOregon from OMAP per member per month. As per a motion approved at the December 2, 1994 Advisory Board meeting, CareOregon shall fund the payback out of its cash reserves, and reduce the amounts available for distribution to the incentive pool participants by this 1.05% per member per month while the startup expenses are being repaid. CareOregon shall pay Hospital its share of this payback amount, based upon its proportion of the total plan startup expenses paid by MCHD's partners in CareOregon (OHSU, OPCA, UMG).

Within 30 days from the date of execution of this agreement, CareOregon will reimburse Hospital from the accumulation of funds earmarked for startup and based on its proportion of the total startup expenses. Thereafter, payment is due within 10 days of end of each month.

At the end of the first eighteen months of operation, the Advisory Board shall re-evaluate the Plan's financial position and recommend a further startup expense repayment schedule.

2. Ongoing Services during CareOregon's Operational Phase

2.1 Definition. Beginning on February 1, 1994, Hospital has provided the services of certain personnel, and the use of space, equipment, and support services to facilitate the administration of CareOregon. These salary, benefits, and other expenses are categorized in Exhibit B and are defined for purposes of this agreement as "Ongoing Services".

2.2 Payment for Ongoing Services. On a monthly basis, OHSU shall present to CareOregon an itemized accounting of all actual expenses incurred in the prior month which are reimbursable under this Agreement. This accounting will be in the form of the OHSU Hospital General Ledger account. CareOregon shall review the accounting for accuracy, and on a quarterly basis issue a check reimbursing OHSU for the amount invoiced.

Ongoing expenses will be reimbursed in full. CareOregon will reimburse OHSU for overhead at 12% effective July 1, 1995.

3. Indemnity and Insurance

3.1 Hospital Indemnification. Subject to the provisions of Article XI, Section 7 of the Oregon Constitution and ORS 30.260 et seq., Hospital shall defend, indemnify and hold harmless CareOregon, and each of its officers, agents, and employees, from damages arising out of tortious acts of Hospital, or its officers, agents and employees acting within the scope of their employment or duties in performance of this agreement.

3.2 CareOregon Indemnification. Subject to the provisions of Article XI, Section 10 of the Oregon Constitution and ORS 30.260 et seq., CareOregon shall defend, indemnify, save and hold harmless Hospital, and its officers, partners, shareholders, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of CareOregon or any of its subcontractors, agents or employees, other than Hospital or persons acting through the Hospital, subject to the limitations of Oregon law.

3.3 Hospital Liability Insurance. Hospital maintains malpractice and tort liability self-insurance coverage pursuant to the Oregon Tort Claims Act., ORS 30.260 to 30.300, and subject to the limits of the Act for all services provided by Hospital personnel acting within the scope of their employment pursuant to this agreement. Upon request, Hospital will provide CareOregon with certification of this coverage.

3.4 CareOregon Liability Insurance. CareOregon maintains malpractice and tort liability self-insurance coverage pursuant to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and subject to the limits of the Act for all services provided by CareOregon personnel acting within the scope of their employment pursuant to this agreement. Upon request CareOregon will provide Hospital with certification of this coverage

3.5 Workers' Compensation. Hospital and CareOregon shall maintain Workers' Compensation coverage for all nonexempt workers and employees either as a carrier-insured employer or a self-insured employer as defined in ORS Chapter 656. Out-of-state employers or subcontractors shall provide Oregon Workers' Compensation coverage for their employees who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors or subcontractors who perform work without the assistance or labor of any employee may file a statement with indicating this status. A certificate showing current Workers' Compensation Insurance shall be provided to either party upon the request of the other party.

4. Records and Confidentiality of Records.

4.1 Maintenance. Both parties shall maintain financial and other records pertinent to this Agreement. All records shall be retained for at least three years after final payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation, or other action involving records is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved.

4.2 Access. At all reasonable times, each party shall allow the other party and all of their duly authorized representatives the right to access the financial and other records which are directly pertinent to this Agreement. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions, for purposes and in accordance with the processes authorized by law. Either party shall, upon request of the other party, provide a reasonably available, suitable work area and (for a mutually agreeable charge) copying capabilities to facilitate such an audit or review.

5. Term and Termination

5.1 Effective Date and Term. This Agreement will be in effect on the date of the last signature and will continue until three years from that date or until terminated by either party as provided herein.

5.2 Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party written notice at least 90 days prior to the effective termination date, which may be the last day of any month designated in the notice.

5.3 Funds Available and Authorized. CareOregon certifies at the time this Agreement is signed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within CareOregon's current appropriation limitation. However, continuation of this Agreement, or any extension, after the end of the biennium in which this Agreement is signed, is contingent upon CareOregon and Hospital receiving sufficient appropriations, limitations or other expenditure authority to make payments as required under this Agreement or to provide services under this Agreement. In the event the Oregon Legislative Assembly fails to provide sufficient appropriations, limitations, or other expenditure authority for the succeeding biennium for either CareOregon or Hospital to meet its obligations under this Agreement, either CareOregon or Hospital may terminate this Agreement effective upon written notice to the other with no further liability to the other party.

5.4 Duties After Termination. Upon termination of this Agreement, there will be a final accounting of payments due to or refunds payable by Hospital.

6. Miscellaneous

6.1 Amendments. Any amendment to this Agreement requires written consent of Hospital and CareOregon.

6.2 Assignment. Neither party may assign this Agreement or any of its obligations or rights without the written consent of the other party. In the event of merger, consolidation or acquisition by either party, this Agreement shall be binding on the parties and any successors of the parties.

6.3 Integration. This Agreement, including all Exhibits, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

6.4 Notices. All notices shall be in writing and deemed delivered if personally delivered or dispatched by express, certified or registered mail, return receipt requested, addressed to the parties as set forth opposite their respective names below:

CareOregon:

CareOregon
1500 SW First Avenue, Suite 250
Portland, Oregon 97201-5831
Attention: Plan Administrator

Hospital:

Managed Care Contracting &
Network Development CDW-4
University Hospital
3181 SW Sam Jackson Park Road
Portland, Oregon 97201-3098
Attention: Manager

Notice shall be deemed given on the date it is personally delivered, or one day after the date it is dispatched by express, or three days after the date it is deposited in the U.S. Mail in accordance with the foregoing. Telefax notice shall be deemed delivered if receipt is acknowledged in writing. Either party may at any time change its address for notification purposes by mailing a notice as required above stating the change and setting forth the new address.

6.5 Governing Law. This Agreement shall be governed by the laws of the State of Oregon. The parties stipulate to jurisdiction and venue in the Oregon Circuit Court for the County of Multnomah for any actions under this Agreement.

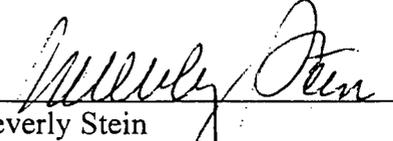
6.6 Independent Contractors. Hospital and its subcontractors, employees and agents are performing work under this contract as independent contractors and not as officers, employees, or agents of Multnomah County. CareOregon and its subcontractors, employees and agents are performing work under this contract as independent contractors and not as officers, employees, or agents of the State of Oregon.

6.7 Confidentiality. The payment schedules of this Agreement are confidential and proprietary information and are considered a trade secret of both CareOregon and Hospital. To the extent authorized by law, neither party may disclose this or any other proprietary information or trade secret without the express written approval of the other party.

AGREED:

**Multnomah County, Oregon
doing business as CareOregon**

University Hospital

By: 
Beverly Stein

By: _____
Timothy M. Goldfarb

Title: Multnomah County Chair

Title: Director, Healthcare Systems

By: 
Billi Odegaard

Title: Health Department Director

By: _____
Mary Lou Hennrich

Approved as to legal sufficiency:
Department of Justice

Title: CareOregon Director

By: _____
James M. Mattis
Assistant Attorney General

REVIEWED:

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

By: 

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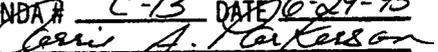
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-13 DATE 10-29-95

BOARD CLERK

EXHIBIT A

STARTUP EXPENSES

The following startup expenses were incurred by Hospital on behalf of CareOregon during the period August 1, 1993 through January 31, 1994.

Salaries:

0.8 FTE	Associate Plan Administrator	
1.0 FTE	Administrative Secretary II	
1.0 FTE	Contracts Officer	
1.0 FTE	Provider Relations Representative	
Plus benefits associated with the above salaries		
	Subtotal	\$ 81,355.22

Leased space:

Monthly rent, including utilities and maintenance (3 months at \$2873.90 per month)	Subtotal	\$ 8,921.70
--	----------	-------------

Non-salary expenses:

Computer hardware	\$ 62,170.00
Telephone	\$ 13,128.57
Office Equipment	\$ 297.80
Office Supplies	\$ 2,030.10
Legal Services	\$ 6,439.76
Printing	\$ 776.37
Copying	\$ 741.75
Travel	\$ 215.31
Conference Fees	\$ 150.00
Advertising	\$ 159.60
Mail Services	\$ 13.53
Miscellaneous	\$ 633.39
TOTAL	\$177,033.10

EXHIBIT B
ONGOING EXPENSES

Ongoing expenses have been and are being incurred on a monthly basis by Hospital on behalf of CareOregon beginning February 1, 1994. The services provided for which expense have been incurred include, but are not limited to those identified below. This list is representative, but not all inclusive of the expenses which may be incurred on an ongoing basis.

Salaries:

1.0 FTE Associate Plan Administrator (2/1-3/31/94)
0.8 FTE Associate Plan Administrator (4/1/94-3/31/95)
0.2 FTE Associate Plan Administrator (4/1/95-6/30/95)
0.1 FTE Medical Director
1.0 FTE Administrative Secretary II
1.0 FTE Contracts Officer
0.5 FTE Utilization Review Manager
1.0 FTE Utilization Review Coordinator
Benefits associated with the above salaries

Leased space:

Monthly rent (until CareOregon is moved to
a Multnomah County building)
Building utilities and maintenance expense

Other expenses:

Computer hardware lease
Software and other system support
Telephone
Office Equipment
Office Supplies
Travel, tuition for above personnel
Foreign Language Translation services

Changes to this list of services will be as mutually agreed upon between the CareOregon Plan Administrator and the University Hospital Department Director for Fiscal Services.

Contract #800575-1

MEETING DATE: JUN 29 1995
AGENDA NO: C-14

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon State Marine Board and the Sheriffs Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 29, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriffs Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Dan Noelle, Sheriff

ACTION REQUESTED:

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

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

Intergovernmental Agreement between Oregon State Marine Board and the Sheriffs Office. Funding from the OSMB for the Sheriffs Office River Patrol to conduct marine law enforcement activities during fiscal year 1994-95.

CONSENT

SIGNATURE REQUIRED:

ELECTED OFFICIAL: [Signature] OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222 0516C/63 6/93

1995 JUN 20 PM 4:57
MULTI-COUNTY
OREGON
COUNTY COMMISSIONERS
BOARD OF

6-29-95 Originals to Larry Aab.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800575

Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-14</u> DATE <u>6/29/95</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
--	--	--

Department SHERIFF'S OFFICE Division ENFORCEMENT Date JUNE 15, 1995

Contract Originator LT. TERRY JONES Phone 288-6788 Bldg/Room _____

Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room 313/231

Description of Contract FUNDING FROM THE OSMB FOR THE SHERIFF'S OFFICE RIVER PATROL TO CONDUCT MARINE LAW ENFORCEMENT ACTIVITIES DURING FY 1994-95.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OREGON STATE MARINE BOARD
Mailing Address 435 COMMERCIAL ST., NE
SALEM OR 97310-0650

Phone 378-8587

Employer ID# or SS# _____

Effective Date JULY 1, 1994

Termination Date JUNE 30, 1995

Original Contract Amount \$ 393,449.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ 55,000

Total Amount of Agreement \$ 448,449.00

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ quarterly Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date _____

Date _____

Date 6-21-95

Date 6/29/95

Date _____

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) _____

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.	<u>1576</u>	<u>005</u>	<u>3346</u>			<u>2322</u>					
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

ORIGINAL

Oregon

STATE
MARINE
BOARD

AMENDMENT TO FISCAL YEAR 94-95

MARINE SAFETY AND LAW ENFORCEMENT CONTRACT

By Joint agreement between the Oregon State Marine Board and Multnomah County, the existing Fiscal Year 1994-1995 Marine Safety and Law Enforcement Contract is amended to reflect an increase in the total contract amount to \$448,449.

\$35,000 of this increase is to meet the Marine Board's commitment to help fund the relocation of the Willamette River patrol office. The remaining \$20,000 is for one trailer for the new Sea Sport boats and spare parts for the Osprey and Sea Sport boats.

FUNDING RECAP:	Existing Contract	\$393,449
	Modifications	55,000
	Revised Contract Total	\$448,449

OREGON STATE MARINE BOARD

MULTNOMAH COUNTY

Paul Donheff
Director

Sheriff

6/15/95
Date

Date

Reviewed By:
Laurence Kressel, County Counsel for
Multnomah County, Oregon

Wally Stein
Chair, County Commissioners

By: [Signature]
Date: 6-29-95

6-29-95
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-14 DATE 6-29-95
Carrie A. Peterson
BOARD CLERK



435 Commercial St. NE
Salem, OR 97310-0650
(503) 378-8587
FAX (503) 378-4597

BUDGET MODIFICATION NO.

MCSO 19

(For Clerk's Use) Meeting Date JUN 29 1995

Agenda No. C-15

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)

\$55,000

Budget modification requesting authorization to add \$20,000 in Marine Board revenue to the River Patrol budget to appropriate funds the Marine Board will provide to the Sheriff's office to buy needed equipment and supplies.

(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 funding for boat engines and other needed supplies and equipment to be purchased out of an increase in our Marine Board funding.

CLERK OF COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
1995 JUN 20 PM 4:57

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase Oregon State marine Board revenue \$20,000

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		

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF DAN NOELLE

TODAY'S DATE: 6/15/95

REQUESTED PLACEMENT DATE: 6/29/95

RE: BUDGET MODIFICATION - Increase in Marine Board Funds

I. Recommendation/Action Requested:
Approval of budget modification.

II. Background/Analysis:

The Marine Board has made available to us \$20,000 to spend on needed equipment and supplies for the River Patrol unit. This modification will appropriate these funds in the budget. the money will be used to pay for boat engines and other necessary supplies.

III. Financial Impact:

The Federal/State budget will increase by \$20,000.

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
None

VII. Citizen Participation:
None

VIII. Other Government Participation:
None

MEETING DATE: June 29, 1995

AGENDA NO: UC-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 29, 1995

Amount of Time Needed: 5 Minutes

DEPARTMENT: Non-Departmental DIVISION: Commissioner Hansen's Office

CONTACT: Mike Delman TELEPHONE #: 248-5275

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Gary Hansen

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Proclamation in the Matter of Recognizing the Contribution of Neil Kelly.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6-29-95 Original of Proclamation 95-143 to Gary Hansen.

6193

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Recognizing the) PROCLAMATION
Contributions of Neil Kelly) 95-143

WHEREAS, Neil Kelly was a tireless advocate for justice for all citizens;
and

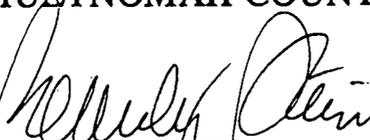
WHEREAS, Neil Kelly dedicated his personal life to improving the quality
of life for all Oregonians; and

WHEREAS, Neil Kelly dedicated himself to the protection and support of
those who need it most, the poor, the sick, the old, the lost and forgotten;

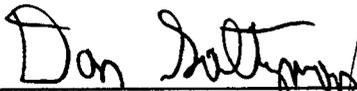
NOW, THEREFORE, IT IS HEREBY PROCLAIMED that the Multnomah
County Board of Commissioners recognizes the tremendous life contributions of
Neil Kelly. The passing of this man is met with deep sympathy for his family and
friends. His legacy and good work will remain as evidence of his significant
impact on our community.

APPROVED this 29th day of June, 1995.

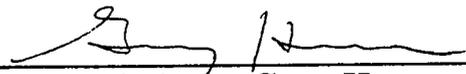
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



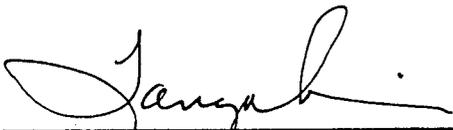
Beverly Stein, Chair



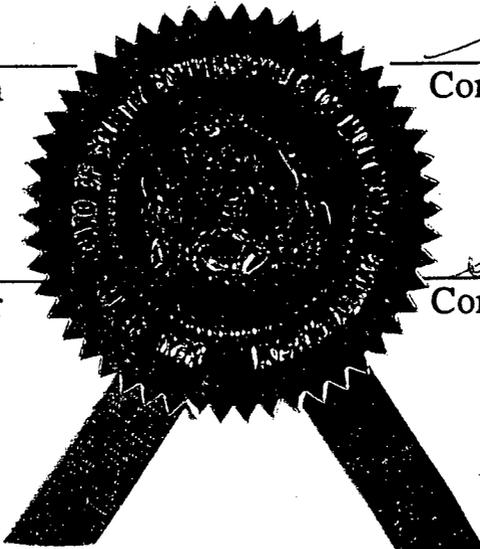
Commissioner Dan Saltzman

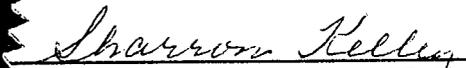


Commissioner Gary Hansen



Commissioner Tanya Collier





Commissioner Sharron Kelley

MEETING DATE: JUN 29 1995

AGENDA NO: R-2

AGENDA PLACEMENT FORM

SUBJECT: IGA with Tri-Met adding Deputy District Attorney to Neighborhood Based Prosecution

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 29, 1995

Amount of Time Needed: 20 minutes

DEPARTMENT/OFFICE: District Attorney DIVISION: Neighborhood Prosecution

CONTACT: Michael D. Schrunk TELEPHONE #: 248-3143

BLDG/ROOM#: Courthouse (101), Room 600

PERSON(S) MAKING PRESENTATION: Michael D. Schrunk and Tom Walsh

ACTION REQUESTED:

INFORMATION ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable): Agreement finalizes Budget Amendment DA #6 which appropriated \$62,619 for a Neighborhood Based Prosecutor specializing in crimes committed on or to Tri-Met property.

SIGNATURE REQUIRED

ELECTED OFFICIAL: Michael Schrunk
OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 22 PM 2:18

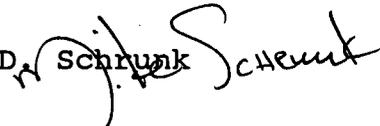
6-29-95 Originals to Lisa Moore.

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunck



DATE: June 13, 1995

REQUESTED PLACEMENT DATE: June 29, 1995

RE: Deputy Prosecutor to be Assigned to Tri-Met Security

I. Recommendation/Action Requested:

Tri-Met has requested that the District Attorney's Office assign a DDA to the Tri-Met Security Section and begin to work on projects and activities which will improve the safety of Tri-Met customers. Tri-Met wishes to enter into an Intergovernmental Agreement with Multnomah County to reimburse the county for the DDA's services.

II. Background/Analysis:

The interest on the part of Tri-Met is a result of the warm reception given to the County's Neighborhood DA Program. That program, which has assigned five DDAs to work in the community to assist neighborhoods, residents and commercial interests on public safety projects, has generated a great deal of enthusiasm on the part of those involved. Tri-Met currently contracts with the Portland Police Bureau to provide policing services to the transportation district. They believe that adding the services of a prosecutor to their public safety efforts will significantly enhance their effectiveness.

III. Financial Impact:

No impact on the general fund. Tri-Met's contract will fully cover the cost of the DDA plus expenses (\$62,619).

IV. Legal Issues:

None

V. Controversial Issues:

The issue of contracting with the District Attorney's Office has been previously discussed with the Board. The issue has been more pronounced on those occasions where the contracting party was either a private, for-profit organization or one in which the contractor might be perceived as overly possessive in terms of how the DDA is used. In practice, those concerns have not been realized, but they are valid and must be considered each time we enter into one of these partnership agreements.

In the case of Tri-Met, however, it's mission and the fact that a safe and secure public transportation network is vital to the civic health of the community weighs the balance in favor of partnering with the agency to help it create workable solutions to its public safety needs.

The Tri-Met contract also offers an opportunity to examine methods and practices relating the public's safe use of transportation that might prove useful to other Neighborhood DAs. It will also contribute to the overall effort in improving livability in the county.

VI. Link to Current County Policies:

Current county policy is supportive of a variety of programs designed to make the community safer.

VIII. Other Government Participation:

There will likely be a number of public organizations that will be involved in the projects as they are developed.

1 INTERGOVERNMENTAL
2 AGREEMENT
3

4 THIS AGREEMENT is made between the Tri-County Metropolitan Transportation
5 District of Oregon ("Tri-Met"), and Multnomah County (hereinafter referred to as
6 "County"), by and through the Multnomah County District Attorney's Office, as of the
7 29th day of June, 1995.
8

9 WITNESSETH:

10 Recitals:

- 11 1. Tri-Met and County have mutual interest in improving the public safety
12 services for all transit riders in and around Multnomah County; and
13 2. The Multnomah County District Attorney is prepared to implement a
14 neighborhood-based prosecution project in the area served by Tri-Met; and
15 3. Tri-Met and County have authority under ORS Chapter 190 to enter into
16 this Agreement; and
17 4. Sufficient funding is available for the project to operate for the fiscal year
18 beginning July 1, 1995.
19

20 I. Description of Project and Responsibilities

- 21 1. The Multnomah County District Attorney shall be completely responsible
22 for the management of the project. The District Attorney shall submit an interim
23 report describing the project activities to the Tri-Met Board September 30, 1995.
24 2. The project shall be substantially as statement of duties, dated June 1,
25 1995, which is attached as Exhibit A and hereby incorporated by reference into this
26 Agreement.
27

1 for a period of three (3) years after expiration of this Agreement.

2 C. Adherence to Law

3 County shall adhere to all applicable laws governing its relationships with its
4 employees, including but not limited to laws, rules, regulations, and policies
5 concerning workers' compensation, and minimum and prevailing wage requirements,
6 and all other applicable federal and state laws and regulations.

7 D. Mutual Indemnification

8 In accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260
9 through 30.300, including the limits of liability for public bodies provided for therein,
10 County and Tri-Met mutually agree to defend, hold harmless and indemnify each other
11 for their own negligence and that of their respective directors, officers, employees and
12 agents, against any liability, settlements, costs, losses or expenses in connection with
13 any third party claim, suit or action.

14 E. Project Managers

15 The County's Project Manager is Wayne Pearson. Tri-Met's Project Manager
16 is Steve Tillinghast. All routine correspondence and communication regarding this
17 Agreement shall be between the Project Managers.

18 F. Workers Compensation

19 County shall comply with ORS 656.017 which requires subject employers to
20 provide workers' compensation for all subject workers. County warrants that all
21 persons engaged in contract work and subject to the Oregon workers compensation
22 laws are covered by a workers' compensation plan or insurance policy that fully
23 complies with Oregon law. County shall indemnify Tri-Met for any liability incurred
24 by Tri-Met as a result of County's breach of the warranty under this Paragraph.

25 G. Assignment

26 County may not assign, delegate, or subcontract for performance of any of its
27

1 responsibilities under this Agreement without Tri-Met's prior written consent.

2 H. Termination

3 (1) Termination for Convenience

4 Tri-Met may terminate this Agreement upon determining that termination is in
5 the public interest, which shall be effective upon delivery of written notice of
6 termination to County. County shall be entitled to payment in accordance with the
7 terms of this Agreement for work completed prior to the notice of termination, and
8 for reasonable contract close-out costs. Within thirty (30) days after termination,
9 County shall submit to Tri-Met's Project Manager its itemized request for such
10 reimbursement. Tri-Met shall not be liable for any costs invoiced after thirty (30)
11 days.

12 (2) Termination for Default

13 Either Tri-Met or County may terminate this Agreement for default. Prior to
14 terminating for default, the non-breaching party shall provide written notice of the
15 default to the other party, specifying the manner in which the party is in default and
16 allowing the party no less than fifteen (15) business days in which to remedy the
17 default. If the default is not remedied within the time specified in the notice, the non-
18 breaching party may terminate all or any part of this Agreement.

19 I. No Waiver

20 A party's failure to object to any breach of this Agreement shall not constitute
21 a waiver of that party's right to object to any additional breach or to require specific
22 performance of this Agreement.

23 J. Independent Contractor

24 County shall be an independent contractor for all purposes, and shall be entitled
25 to no compensation other than the compensation provided for in Paragraph III,
26 Financing.

1 K. Federal Funding

2 Tri-Met receives funding from the U.S. Department of Transportation, Federal
3 Transit Administration (FTA). This agreement is subject to all provisions required by
4 the FTA to be included in third party agreements, including those provisions set forth
5 in the attached Exhibit B, which is incorporated into and made part of this Agreement.

6 L. Authority

7 The representatives signing on behalf of the parties certify that they are duly
8 authorized by the party for which they sign to make this Agreement.

9 M. Integration

10 This Agreement constitutes the entire, complete and final expression of the
11 Agreement of the parties, and may only be modified by mutual written agreement.

12
13 IN WITNESS WHEREOF, the parties have executed this Agreement on the dates
14 hereinafter indicated.

15 By:

16 _____
17 Tri-County Metropolitan Transportation
District of Oregon

_____ Date

18
19 Ratified

20 Beverly Stein
21 Beverly Stein, Chair
Multnomah County Board of Commissioners

22 _____
23 Date 6-29-95

24 Approved as to Form: Reviewed:

25 Sandra Duff
26 Legal Counsel

27 _____
28 Date June 19, 1995

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # K-2 DATE 6-29-95
Carrie A. Parkinson
BOARD CLERK

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: Board of County Commissioners

FROM: Commissioner Tanya Collier

TODAY'S DATE: June 22, 1995

REQUESTED PLACEMENT DATE: June 29, 1995

RE: IGA between Multnomah County and the Portland Development Commission

I. Recommendation/Action Requested:

Request approval of IGA between Multnomah County and the Portland Development Commission (PDC) whereby PDC will administer the distribution of the \$200,000 Multnomah County contribution to the Brentwood-Darlington Community Family Resource Center project. The County allocation will be transferred to PDC for distribution of funds and regular reports to Multnomah County regarding project funding status.

II. Background/Analysis:

The Brentwood-Darlington Community Family Resource Center project is a collaboration among the public and private sector and the Brentwood-Darlington Neighborhood to build a community center. The capital dollars raised to fund the construction of the Center are a combination of public (City \$225,000 and County \$200,000) and private sector contributions. The City of Portland contribution is Federal block grant dollars from the Bureau of Housing and Community Development (BHCD). The Multnomah County contribution is from the general fund in the FY 1994-95 budget.

Since PDC has established administrative procedures for disbursing development funds in the course of constructing projects, BHCD has contracted with PDC to provide disbursement services and fulfill Davis-Bacon reporting requirements for their allocation. To simplify the complexity of the project financing and to avoid having to carry over the money into the FY 1995-96 budget, the transfer of County funds to PDC was initiated. The PDC Board of Commissioners approved the proposed transfer of funds from Multnomah County at their regular board meeting on June 21, 1995. A copy of the resolution is included with this report.

III. Financial Impact:

None. The Multnomah County contribution to the project, \$200,000, is in the FY 1994-95 budget. The Multnomah County Budget Office has been a partner in developing the IGA and is comfortable with the execution of this agreement.

IV. Legal Issues:

Multnomah County Counsel and the legal counsel for the Portland Development Commission have reviewed and approved this agreement.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Multnomah County has established policy which encourages cooperation and partnerships with other entities to avoid duplication of service and to take advantage of expertise and established administrative procedures.

VII. Citizen Participation:

The Brentwood-Darlington Community Family Resource Center Board of Directors, who are responsible for project leadership and decision-making, has been informed of this process and has consented to it. This board has six neighborhood representatives, including three from the Brentwood-Darlington Neighborhood Association as voting members.

VIII. Other Government Participation:

The City of Portland Bureau of Housing and Community Development and the Portland Development Commission have both been participants in this process and are in agreement with the intention of the IGA.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500096

Amendment #

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # R-3 DATE 6/29/95</p> <p>Carrie A. Parkerson</p> <p>BOARD CLERK</p>
--	---	--

Department BCC # 3 Division _____ Date June 22, 1995

Contract Originator Darlene Carlson Phone 248-5126 Bldg/Room 106/1500

Administrative Contact _____ Phone _____ Bldg/Room _____

Description of Contract IGA with Portland Development Commission for disbursement services on \$200,000 County funds to Brentwood-Darlington Community Family Resource Center project.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Portland Development Commission
Mailing Address 1120 SW 5th, #1100, PDX 97204

Phone 823-3200

Employer ID# or SS# _____

Effective Date June 29, 1995

Termination Date Completion of construction

Original Contract Amount \$ 200,000

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 200,000

REQUIRED SIGNATURES:
Department Manager _____

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff _____

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

Remittance Address (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No
Date 6/22/95

Date _____

Date 6/22/95

Date 6/29/95

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.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into in accordance with ORS Chapter 190, between Multnomah County, a home rule subdivision of the State of Oregon, and the City of Portland through the Portland Development Commission.

WITNESSETH:

WHEREAS, Multnomah County desires to participate in the construction of a neighborhood center for the Brentwood-Darlington neighborhood on the SE corner of the Lane Middle School property located on SE 62nd Avenue and SE Knapp Street; and

WHEREAS, this project is a public-private partnership and \$210,000 of the total has come from private trusts, Meyer Memorial, the Oregon Community Foundation, and First Interstate Bank; and

WHEREAS, the Brentwood-Darlington Community Family Resource Center will provide for co-location of needed social services and community activity space for this HCD eligible neighborhood; and

WHEREAS, Multnomah County has included a \$200,000 contribution in the 1994-95 budget as its share of the \$964,000 construction cost, including architectural fees and legitimate pre-development costs; and

WHEREAS, the Portland Development Commission is acting as the City's lending agency to disburse the City's \$200,000 of community development block grant funds approved as a non-profit facilities loan to the Brentwood-Darlington Community Family Resource Center project; and

WHEREAS, the Portland Development Commission has agreed to act as Multnomah County's coordinator for the disbursement of County funds approved by the Multnomah County Board of Commissioners for the development of the Brentwood-Darlington Community Family Resource Center project,

NOW, THEREFORE, the parties agree as follows:

1. Multnomah County will pay \$200,000 to the Portland Development Commission in June, 1995.
2. The Portland Development Commission agrees to allocate this payment, and all interest earned on this amount prior to its expenditure, toward the pre-development costs and the construction costs of the Brentwood-Darlington Community Family Resource Center. However, no more than \$65,000 of the County's contribution shall be spent on pre-development costs without further approval by the Board of County Commissioners.

3. The Portland Development Commission agrees to report to the Board of County Commissioners of Multnomah County on the progress of construction of the Center on a quarterly basis beginning in November, 1995 and upon completion of construction. This report shall include a description of the status of the project, a timeline for completion, actual expenditures on the project to date, and estimated additional expenditures required for completion of the project.

4. In the event construction does not begin by May 15, 1996, the Portland Development Commission agrees to refund to Multnomah County the remaining balance of the \$200,000 payment, plus interest earned unless otherwise approved by the Board of County Commissioners.

In WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

PORTLAND DEVELOPMENT COMMISSION



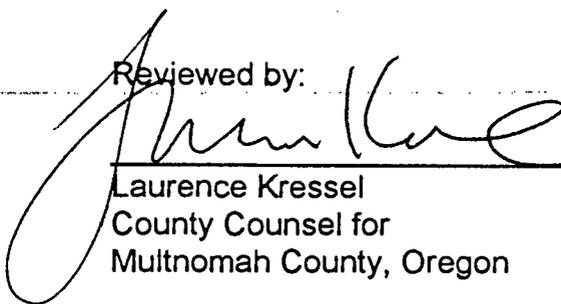
Chair Beverly Stein

6-29-95

Date

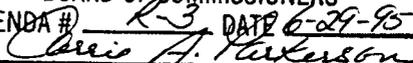
Date

Reviewed by:



Laurence Kressel
County Counsel for
Multnomah County, Oregon

Legal Counsel
Portland Development Commission
City of Portland

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # K-3 DATE 6-29-95


BOARD CLERK

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 4731

AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY TRANSFERRING \$200,000 TO THE COMMISSION TO BE USED TO DEVELOP THE BRENTWOOD-DARLINGTON COMMUNITY FAMILY RESOURCE CENTER.

WHEREAS, the Commission administers a development loan program at the direction of the Bureau of Housing and Community Development for the purposes of rehabilitating or constructing facilities operated by non profit corporations; and

WHEREAS, the Bureau of Housing and Community Development is contracting with the Commission to provide pre-development and development funds to finance the construction of a community facility in the Brentwood-Darlington neighborhood; and

WHEREAS, Multnomah County has indicated support for the development of the facility by contributing \$200,000 to be used in the development of the Brentwood-Darlington facility; and

WHEREAS, the county has prepared an Intergovernmental Agreement for the purposes of transferring this \$200,000 to the Commission; and

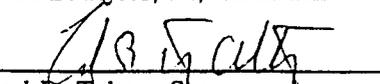
WHEREAS, the Commission has established administrative procedures for disbursing development funds in the course of constructing such projects; and now therefore, be it

RESOLVED that the Executive Director be authorized to enter into an Intergovernmental Agreement with Multnomah County transferring \$200,000 to the Commission to be used to develop the Brentwood-Darlington Community Family Resource Center; and be it

FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

ADOPTED by the Commission June 21, 1995.


Vern B. Ryles, Jr., Chairman


Carl B. Talton, Secretary

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies, as follows:

1. That s/he is the duly qualified staff Secretary of the Portland Development Commission, herein called the "Commission," and in such capacity keeps its records, including the minutes of proceedings of the Commission;

2. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the Commission held on JUN 21 1995, and duly recorded in the Commission office;

3. That the undersigned is authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has executed this certificate

JUN 21 1995

Date

Christina Coen
Secretary

BUDGET MODIFICATION NO.

NOND #15

(For Clerk's Use) Meeting Date

JUN 29 1995

Agenda No.

R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 6/29/95

(Date)

DEPARTMENT Nondepartmental

DIVISION Affirmative Action

CONTACT Robert Phillips

TELEPHONE 823-4164

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Robert Phillips

SUGGESTED

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

Request to move \$10,000 from Personal Services to Materials and Services to pay the City of Portland for supplies per intergovernmental agreement.

(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

The City of Portland has billed the County for it's share of the materials and supplies incurred by the Affirmative Action office. This modification moves money from Personal Services to cover the expense.

It does not increase Affirmative Action's overall budget.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

None

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
995 JUN 19 AM 9:10

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification

Originated By <u>Robert Phillips</u>	Date <u>6/16/95</u>	Department Director	Date
Plan/Budget Analyst <u>Chris Hays</u>	Date <u>6/16/95</u>	Employee Services	Date
Board Approval <u>Chris A. Patterson</u>	Date <u>6-29-95</u>		

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
Nond 15	C	100	50	9203			6230	2,000	12,000	10,000		Supplies
							5100	134,495	129,495	(5,000)		Permanent
							5500	34,717	29,717	(5,000)		Fringe
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										0	0	

REVENUE

TRANSACTION RB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

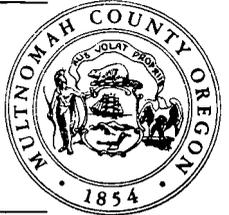
BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										0	0	



**CITY/COUNTY
AFFIRMATIVE ACTION OFFICE**

Robert Phillips
Affirmative Action/EEO Officer
1220 S.W. Fifth Avenue, Room 104
Portland, Oregon 97204
(503) 823-4164



MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Phillips -
Affirmative Action Officer

DATE: June 16, 1995

REQUESTED PLACEMENT DATE: June 29, 1995

SUBJECT: AUTHORIZATION TO MOVE \$10,000 FROM PERSONAL SERVICES TO MATERIALS AND SUPPLIES TO PAY THE CITY OF PORTLAND FOR SUPPLIES PER INTERGOVERNMENT AGREEMENT.

1. **RECOMMENDATION/ACTION REQUESTED:** Authorization to move \$10,000 from Personal Services to Materials and Supplies to pay the City of Portland for materials and supplies incurred during FY 94-95, per the Intergovernmental Agreement, II. Scope of Agreement, Description of Responsibilities, (6), page 2.
2. **BACKGROUND/ANALYSIS:** This request is in line with our agreement with the City and allows us to meet our financial obligation under the agreement, at no extra cost to the County.
3. **FINANCIAL IMPACT:** NONE, all funds are within the operating budget of the Affirmative Action Office. The request is only a modification to move money to cover our materials and supplies charges, per the Agreement.
4. **LEGAL ISSUES:** NONE
5. **CONTROVERSIAL ISSUES:** NONE, the request is within the scope of the budget.

AN EQUAL OPPORTUNITY EMPLOYER

City of Portland, Oregon

INVOICE

8447960

Office of Finance and Administration

1120 S.W. Fifth Avenue, Room 1015
Portland, Oregon 97204

Phone: (503) 823-4356

DATE: 06/08/95

Multnomah County

ACCOUNT NUMBER: 20000239

Attn: Dave Boyer

DESCRIPTION:

AMOUNT:

For materials and services for FY1994-95
per Intergovernmental Agreement for joint
Affirmative Action program.

\$10,000.00

PLEASE PAY THIS AMOUNT:

\$10,000.00

INVOICE NUMBER: 8447960

**FOR PROPER CREDIT RETURN THIS
PORTION WITH YOUR PAYMENT.
PLEASE DO NOT SEND CASH.**

Multnomah County

\$10,000.00

AMOUNT PAID:

MAIL YOUR REMITTANCE TO:

**CITY OF PORTLAND
ACCOUNTS RECEIVABLE**

**1120 S.W. Fifth Avenue, Room 1015
Portland, OR 97204**

GF 20000239 307

PURSUANT TO SECTION 5.48.040 OF THE CITY CODE, ACCOUNTS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DATE OF INVOICE, SHALL BE CHARGED INTEREST AT A RATE OF 1% PER MONTH AND MAY BE SUBJECT TO A REBILLING FEE.

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PORTLAND
AND
MULTNOMAH COUNTY

This Agreement, entered into as of this first day of July 1991 by and between the Multnomah County, hereinafter referred to as the "County" and the City of Portland, hereinafter referred to as the "City."

RECITALS

1. The basic responsibility of the Affirmative Action programs of the City and County is to assist the City and County to achieve and maintain a diverse and representative work force and to assist the Training Officers for the City and County in coordinating and providing training and educational opportunities for the City and County regarding equal employment opportunity issues (e.g. Workforce 2000, sexual harassment, Americans With Disabilities, etc.).
2. Consolidation of the Affirmative Action Programs of the City and County will reduce program duplication among the two governments, while assuring that each government meets the regulatory requirement for having an office that monitors, reports, plans and implements program strategies, and provides creative solutions to work force and service programs diversity.
3. The combined strengths of the two programs through the staffing support and resources will demonstrate to the public, our employees, contractors and compliance agencies our desire to achieve the goals of equal opportunity employment and program delivery for all persons regardless of their protective status.

NOW, THEREFORE, the parties agree as follows:

I. Term

The term of this Agreement shall be July 1, 1991 through June 30, 1992. The agreement shall continue in force until terminated or replaced. It is contemplated that this joint effort between the County and City will be ongoing, and this Agreement shall continue absent annual formal notice from either the City or County by January 1 of each year.

II. Scope of Agreement

Description of Responsibilities

1. The Board of County Commissioners and the City Council agree to maintain a joint Affirmative Action Program, and the County Affirmative Action Officer (hereinafter "Affirmative Action Officer") shall become the County-City Affirmative Action Officer. The joint program shall be located in the space currently housing the City Affirmative Action Program in City Hall.

2. The Affirmative Action Officer shall be responsible to the County Chair and the Mayor.
3. Multnomah County shall commit \$124,461 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes two authorized full-time positions (Affirmative Action Officer and Management Analyst). The County shall pay the wages for these positions and be responsible for providing workers' compensation insurance coverage for these workers. The County shall remain the appointing authority for the County positions and County Civil Service rules and regulations shall apply to these positions.
4. The City shall commit \$186,773 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes three authorized full-time positions (two Personnel Analysts and Staff Assistant). The City shall pay the wages for these positions and be responsible for providing workers' compensation insurance coverage for these workers. The City shall remain the appointing authority for the City positions and City Civil Service rules and regulations shall apply to these positions.
5. The County shall be responsible for all personnel services costs (including all salary, benefits, workers' compensation insurance) and of the County staff, and the City shall be responsible for all personnel services costs (including all salary, benefits, and workers' compensation insurance) of the City staff.

If the time spent by the Affirmative Action staff on City and County issues differs from the allocation of time detailed in the agreed-upon budget for the joint Affirmative Action program, a reimbursement will be coordinated between the two agencies during the fourth quarter of the fiscal year. This process shall be known as a personal services cost adjustment.

6. The City shall be responsible for the materials and services budget, ensuring that materials and services essential to the program are obtained and shall quarterly bill the County for actual materials and services expenditures based on the approved program budgets each fiscal year.
7. The City and County agree to discuss any proposed organizational or financial commitment changes prior to formal action on the part of either party. Any such formal actions shall be done by amendment to this Agreement pursuant to Section V. of this Agreement.
8. The Affirmative Action Officer shall prepare and submit to the Mayor and County Chair a status report no later than January 1, 1992. The report shall discuss the results and accomplishments of the cooperative effort, and shall include recommendations for potential improvements in the program, continuation or termination of the cooperative program.
9. The Mayor and County Chair shall jointly present the status report to the City Council and Board of Commissioners, together with their mutual recommendations for the future of the joint effort at such time that decisions can be incorporated into the agencies' respective FY 1992-93 budgets.

III. Early Termination of Agreement

All or part of this contract may be terminated by mutual consent by both parties.

IV. Payment on Early Termination

In the event of termination under Section III, the County shall reimburse the City for actual materials and services costs incurred prior to termination pursuant to the County's obligation in II. 6., above.

In the event of termination under Section III, the City and County shall reimburse one another for any personnel services costs adjustments agreed upon pursuant to II. 5., above.

V. Amendment to Agreement

The City and County may amend this Agreement from time to time by mutual written agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

CITY OF PORTLAND, OREGON

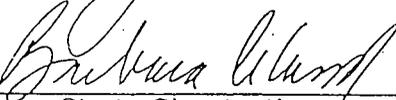
MULTNOMAH COUNTY



J.E. Bud Clark
Mayor



Gladys McCoy
Multnomah County Chair

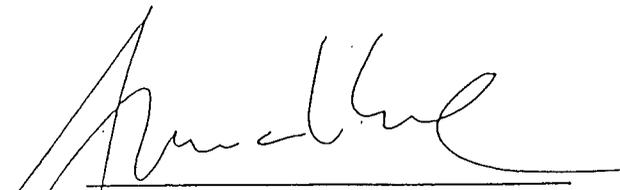


Barbara Clark, City Auditor

APPROVED AS TO FORM:



Jeffrey L. Rogers
City Attorney *Deputy*



Lawrence Kressel
County Counsel

RATIFIED
Multnomah County Board
of Commissioners
R-4 7-25-91

ORDINANCE No. 164467

*Authorize an Intergovernmental Agreement between the City of Portland and Multnomah County for consolidation of Affirmative Action Programs. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. In response to the passage of Ballot Measure 5, the City and County have been reviewing and discussing consolidating certain functions to enhance and/or eliminate duplicative services.
2. It has been determined that the Affirmative Action Programs of the City and County would benefit from consolidation.
3. The Multnomah County Board of Commissioners has committed \$124,461 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes two authorized full-time positions.
4. The City has committed \$186,773 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes three authorized full-time positions.
5. The joint program shall be located in the space currently housing the City Affirmative Action Program in City Hall.
6. The incumbent County Affirmative Action Officer shall become the City-County Affirmative Action.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to execute an Intergovernmental Agreement, attached hereto as Exhibit A, with Multnomah County to maintain a joint Affirmative Action Program.

Section 2. The Council declares that an emergency exists in order that a joint Affirmative Action Program may be implemented without delay; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUL 17 1991

Mayor J.E. Bud Clark
SCB:JT
July 11, 1991

BARBARA CLARK
Auditor of the City of Portland
By *Britta Olson* Deputy

BUDGET MODIFICATION NO. Revenue # 1

(For Clerk's Use) Meeting Date JUN 29 1995

Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT	<u>Nondepartmental Management Support</u>	DIVISION	<u>Management Support Budget & Quality</u>
CONTACT	<u>J. Mark Campbell</u>	PHONE #	<u>248-3883 (x4213)</u>

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Adjust Budgeted Revenues and Expenditures in Justice Services Special Operations (JSSO) Fund to Match Actual Amounts.

5 Minutes (Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain 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 needed.)

Personnel changes are shown in detail on the attached sheet.

The District Attorney's Office budgeted \$149,653 for remodeling of office space in the Courthouse. The remodeling was to be funded through the Capital Improvement Fund. However, as it was entered in the budget the expenditure was inadvertently put into both Capital Improvement and Facilities Management. This budget modification corrects the error and adjusts revenue in the JSSO Fund to reflect the actual amounts which should have been budgeted.

1995 JUN 29 PM 4:56
 MULTNOMAH COUNTY CLERK
 OFFICE

3. REVENUE IMPACT/CHANGE (Explain revenues being changed and reason for the change.)

Reduce BWC/Forfeitures in JSSO Fund	(\$69,700)
Reduce Video Lottery in JSSO Fund	(78,244)
Reduce Service Reimbursement to Facilities Management Fund	(79,653)
Reduce Cash Transfer to Capital Improvement Fund	(347)

4. CONTINGENCY STATUS (to be Completed by Budget & Quality)

General Fund Contingency before this modification (<u>6/9/95</u>)	\$ <u>1,572,774</u>
Date	
After this modification	\$ <u>1,574,330</u>

Originated By <u>J. Mark Campbell</u>	Date <u>6-9-95</u>	Department Director <u>[Signature]</u>	Date <u>6-9-95</u>
---------------------------------------	--------------------	--	--------------------

Budget/Quality Analyst	Date	Employee Services	Date
------------------------	------	-------------------	------

Board Approval <u>[Signature]</u>	Date <u>6-29-95</u>
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BUDGET MODIFICATION NO.

Revenue # 1

Expenditure

Transaction E [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
180	023	2400			7400	149,653	0	(149,653)		Building Management
					7609	150,000	149,653	(347)		CIP Fund
240	030	9120			7700	152,180	151,833	(347)		Contingency
410	030	9120			7700	397,874	318,221	(79,653)		Contingency
100	023	2400			7617	34,895	33,339	(1,556)		Special Operations Fund
		9120			7700	1,572,774	1,574,330	1,556		Contingency
									(230,000)	Total Expenditure Change

Revenue

Transaction R [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
180	023	2400			511	284,078	214,378	(69,700)		BWC/DA Forfeitures
					2360	1,424,682	1,345,938	(78,744)		Video Lottery
					7601	34,895	33,339	(1,556)		General Fund
240	030	5600			7617	150,000	149,653	(347)		Special Operations Fund
410	030	5600			6612	118,855	39,202	(79,653)		Special Operations Fund
									(230,000)	Total Revenue Change



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
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: J. Mark Campbell, Revenue Analyst *JMC*

TODAY'S DATE: June 19, 1995

REQUESTED PLACEMENT DATE: June 29, 1995

SUBJECT: Budget Modifications Revenue # 1 and # 2

I. Recommendation / Action Requested:

Approve the bud mods, adjusting revenues in the Justice Services Special Operations Fund (#180) and Federal/State Fund (#156) to reflect the correct amounts. These two modifications reduce budgeted General Fund cash transfers to these two funds, thereby increasing the GF Contingency.

II. Background / Analysis:

The budget, as adopted, inadvertently omitted a number of revenue sources in the Federal/State Fund. A final review of the revenues which should have been budgeted indicated that we had appropriated nearly \$350,000 more in additional General Fund support than was needed to support program budgets. The modification in *Revenue # 2* adjusts for the correct revenue sources and returns the excess General Fund support to contingency.

The District Attorney's budget included funds to remodel the 8th floor of the Courthouse. The remodeling is being funded through the Capital Improvement Fund. However, the budget appropriated these funds in both the CIP Fund and the Facilities Management Fund. *Revenue # 1* corrects the error and adjusts revenue in the DA's budget to reflect the correct amounts.

III. Financial Impact:

Neither of these modifications has a financial impact. They are essentially "housecleaning" exercises, in the respect that if they are not approved the budget will still be in balance.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

BUDGET MODIFICATION NO. Revenue # 2

(For Clerk's Use) Meeting Date

JUN 29 1995

Agenda No.

R-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT	<u>Nondepartmental</u> Management Support	DIVISION	<u>Management Support</u> Budget & Quality
CONTACT	<u>J. Mark Campbell</u>	PHONE #	<u>248-3883 (x4213)</u>

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Corrections to Adopted Federal/State Fund Revenues

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain 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 needed.)

Personnel changes are shown in detail on the attached sheet.

A number of revenue sources were inadvertently not included in the FY 94-95 Adopted Budget. Several other revenue sources were understated in the budget. The General Fund was used to balance expenditures and revenues, thus the cash transfer to the Federal/State Fund was overstated. This budget modification adjusts the revenues to the correct amounts and returns the excess General Fund support to Contingency.

3. REVENUE IMPACT/CHANGE (Explain revenues being changed and reason for the change.)

See attached detail

1995 JUN 19 PM 4:55
 CLERK OF BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY OREGON

4. CONTINGENCY STATUS (to be Completed by Budget & Quality)

General	Fund Contingency before this modification (<u>6/9/95</u>)	\$	<u>1,574,330</u>
	Date		
	After this modification	\$	<u>1,924,286</u>

Originated By J. Mark Campbell Date 6-9-95

Department Director T. B. G. W. K. Date 6-9-95

Budget/Quality Analyst _____ Date _____ Employee Services _____ Date _____

Board Approval C. A. Parkerson Date 6-29-95

BUDGET MODIFICATION NO

Revenue # 2

Expenditure

Transaction E [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
100	010	100			7601	948,106	962,962	14,856		GF Cash Transfer
		1000			7601	1,961,365	2,148,770	187,405		GF Cash Transfer
		1100			7601	1,900,696	1,751,396	(149,300)		GF Cash Transfer
		1250			7601	1,147,025	1,259,852	112,827		GF Cash Transfer
		1300			7601	7,063,134	6,830,997	(232,137)		GF Cash Transfer
		1500			7601	1,282,924	1,267,272	(15,652)		GF Cash Transfer
									(82,001)	CFS Subtotal
100	010	1700			7601	2,018,295	1,947,781	(70,514)		GF Cash Transfer
									(70,514)	Aging Subtotal
100	010	2500			7601	65,999	64,784	(1,215)		GF Cash Transfer
									(1,215)	Juvenile Subtotal
100	015	200			7601	0	1,408	1,408		GF Cash Transfer
		300			7601	2,028,867	1,821,889	(206,978)		GF Cash Transfer
		400			7601	3,654,602	3,518,200	(136,402)		GF Cash Transfer
		700			7601	7,105,731	5,458,655	(1,647,076)		GF Cash Transfer
		750			7601	3,971,164	3,712,898	(258,266)		GF Cash Transfer
		800			7601	1,660,978	1,629,299	(31,679)		GF Cash Transfer
		850			7601	4,577,789	3,953,122	(624,667)		GF Cash Transfer
		900			7601	0	2,784,868	2,784,868		GF Cash Transfer
									(118,792)	Health Subtotal
100	021	2100			7601	210,819	209,568	(1,251)		GF Cash Transfer
		2200			7601	290,592	289,664	(928)		GF Cash Transfer
		2300			7601	821,193	792,317	(28,876)		GF Cash Transfer
		2810			7601	638,535	625,564	(12,971)		GF Cash Transfer
		2820			7601	538,097	456,327	(81,770)		GF Cash Transfer
		2830			7601	288,130	362,526	74,396		GF Cash Transfer
									(51,400)	DCC Subtotal
100	023	2400			7601	394,853	368,819	(26,034)		GF Cash Transfer
									(26,034)	DA Subtotal
100	050	6900			7601	132,767	133,639	872		GF Cash Transfer
		9035			7601	3,835	2,963	(872)		GF Cash Transfer
									0	NOND Subtotal
100	045	9120			7700			349,956		GF Contingency
									0	Total (This Page)



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
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PLANNING & BUDGET
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: J. Mark Campbell, Revenue Analyst *JMC*

TODAY'S DATE: June 19, 1995

REQUESTED PLACEMENT DATE: June 29, 1995

SUBJECT: Budget Modifications Revenue # 1 and # 2

I. Recommendation / Action Requested:

Approve the bud mods, adjusting revenues in the Justice Services Special Operations Fund (#180) and Federal/State Fund (#156) to reflect the correct amounts. These two modifications reduce budgeted General Fund cash transfers to these two funds, thereby increasing the GF Contingency.

II. Background / Analysis:

The budget, as adopted, inadvertently omitted a number of revenue sources in the Federal/State Fund. A final review of the revenues which should have been budgeted indicated that we had appropriated nearly \$350,000 more in additional General Fund support than was needed to support program budgets. The modification in *Revenue # 2* adjusts for the correct revenue sources and returns the excess General Fund support to contingency.

The District Attorney's budget included funds to remodel the 8th floor of the Courthouse. The remodeling is being funded through the Capital Improvement Fund. However, the budget appropriated these funds in both the CIP Fund and the Facilities Management Fund. *Revenue # 1* corrects the error and adjusts revenue in the DA's budget to reflect the correct amounts.

III. Financial Impact:

Neither of these modifications has a financial impact. They are essentially "housecleaning" exercises, in the respect that if they are not approved the budget will still be in balance.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 29, 1995 (Date)

DEPARTMENT: AGING SERVICES DIVISION

CONTACT: Kathy Gillette TELEPHONE: 248-3620

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy Gillette

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9510 adds Title XVIII funds and expenses for the SHIBA grant, and revenues and expenses for the Administration on Aging "Beyond Bricks and Mortar" grant.

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9510 adds a \$3,411 for temporary funds for a coordinator for the Senior Health Insurance Benefits Assistance program, funded with Federal Title XVIII funds. This also adds funds for the AoA grant; most expenses are pass-through expenditures to Clackamas County, one of the partners with ASD on this grant.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o \$3,537 in SHIBA funds are added to Org. 1751.
- o \$86,203 in AoA funds are added to Org. 1751.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)	(\$ _____)
(Specify Fund)	(Date)
After this modification	\$ _____

BOARD OF COUNTY COMMISSIONERS
 1995 JUN 19 PM 3:32
 MULTNOMAH COUNTY
 OREGON

Originated By <i>Kathy Gillette</i>	Date <i>June 19, 1995</i>	Department Manager <i>James McConnell</i>	Date <i>6/19/95</i>
Finance/Budget <i>David C. Dravren</i>	Date <i>6/19/95</i>	Employee Relations <i>Susan Daniel</i>	Date <i>6/19/95</i>
Board Approval <i>Chris A. Peterson</i>	Date <i>6-29-95</i>		

BCC9510
 6-29-95 to *Original Budget*

PERSONNEL DETAIL FOR BUD MOD NO: ASD #9510

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of a year.)

A N N U A L I Z E D				
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
	Position is temporary in Community Access Services.			
TOTAL CHANGE (ANNUALIZED)				

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)
Temporary Position in Community Access Services		\$ 3,082	\$ 255 \$ 74	\$ 3,411
TOTAL CHANGE		<u>\$ 3,082</u>	<u>\$ 255 \$ 74</u>	<u>\$ 3,411</u>

EXPENDITURE

BUDGET MODIFICATION - ASD 9510

Administration On Aging Grant
Senior Health Insurance Benefits Assistance (SHIBA) Grant

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept. Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
	156	010	1751				6060			78,616		Pass-through
	156	010	1751				6230			995		Supplies
	156	010	1751				6320			5,790		Conferences
	156	010	1751				7100			802		Indirect
											86,203	TOTAL, ORG 1751, AoA Grant
	156	010	1751				5200			3,082		Temporary
	156	010	1751				5500			255		Fringe
	156	010	1751				5550			74		Insurance
	156	010	1751				7100			126		Indirect
											3,537	TOTAL, ORG 1751, SHIBA
	400	050	7531				6580			74		Serv. Reimb./Insurance
											74	TOTAL SERV. REIMB.
TOTAL EXPENDITURE CHANGE										89,814	TOTAL EXPENDITURE CHANGE	

REVENUE

Administration On Aging Grant
Senior Health Insurance Benefits Assistance (SHIBA) Grant

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1992-93

Document Number	Action	Fund	Agen.	Org.	Activity	Rept. Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
	156	010	1751				2078			86,203		AoA Grant
	156	010	1751				2608			3,537		Title XVIII - SHIBA
											89,740	TOTAL, ORG 1751
	400	050	7040				6602			74		Serv. Reimb./Insurance
											74	TOTAL SERV. REIMB.
TOTAL REVENUE CHANGE										89,814	TOTAL REVENUE CHANGE	



MULTNOMAH COUNTY OREGON

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
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, County Chair

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

DATE: June 16, 1995

SUBJECT: ASD Budget Modification #ASD-9510: Adds Administration on Aging funds, and federal Title XVIII funds for a Senior Health Insurance Benefits Assistance (SHIBA) program.

Recommendation: Aging Services Division recommends Board of County Commissioners' approval of the attached Budget Modification #ASD-9510.

Background/Analysis: Senior and Disabled Services of the State of Oregon has provided federal Title XVIII funds for the SHIBA project. These funds will be used to coordinate volunteers who will assist seniors in the selection of various health insurance programs, including Medicaid and Medicare.

Funds from the second year of the Administration on Aging grant "Beyond Bricks and Mortar" are also included in this Budget Modification. This grant, coordinated among Multnomah County Aging Services and Community and Family Departments, Clackamas County Aging Services, and Portland State University, provides in-home services and coordination to residents of low income and public housing.

Financial Impact: Budget Modification #ASD-9510 adds \$3,537 in SHIBA funds for FY1995, and \$86,203 in Administration on Aging "Beyond Bricks and Mortar" grant funds.

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: The Administration on Aging grant was approved in prior Board action regarding the Notice of Intent, as well as funding, in the prior fiscal year.

Citizen Participation: NA

Other Government Participation:

ASD-9510z

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 29, 1995 (Date)

DEPARTMENT: AGING SERVICES DIVISION

CONTACT: Kathy Gillette TELEPHONE: 248-3620

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy Gillette

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9511 adds Federal funds to reflect changes made in the State of Oregon Senior and Disabled Services allocation to Multnomah County Aging Services Department.

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-9511 adds \$221,280 in a variety of funds from Federal and State sources.

B. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o \$50,299 in IIIB, IIIC-1, and Title XIX funds are added to Org. 1710.
- o \$78,100 in Older American Act and Title XIX funds are added to Org. 1751.
- o \$92,881 in Title XIX funds are added to Org. 1905.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____) (Date)

(Specify Fund) _____ After this modification

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1995 JUN 9 PM 3:38

Originated By <i>David C. Dravren</i>	Date <i>June 19, 1995</i>	Department Manager <i>James W. McConnell</i>	Date <i>6/19/95</i>
Finance/Budget <i>David C. Dravren</i>	Date <i>6/19/95</i>	Employee Relations	Date
Board Approval <i>Chris A. Paxson</i>	Date <i>6-29-95</i>		

BCC9511

6-29-95 Original to Budget.

EXPENDITURE

BUDGET MODIFICATION ASD9511

Area Plan - Actual Carryover/Revised Allocations

TRANSACTION EB []		GM []		TRANSACTION DATE			ACCOUNTING PERIOD			BUDGET FY 1994-95		
Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
156		010		1710			6110			30,000		Professional Services
156		010		1710			6230			4,000		Supplies
156		010		1710			6620			1,000		Education and Training
156		010		1710			7100			1,799		Indirect
156		010		1710			7150			8,500		Telephones
156		010		1710			7560			5,000		Mail/Distribution
											50,299	TOTAL, ORG. 1710
402		030		7990			6140			8,500		Telephones - Service Reim.
404		030		7345			6200			5,000		Mail/Distribution - Service Reim.
											13,500	TOTAL, SERVICE REIMBURS.
156		010		1751			6060			61,446		Pass-through
156		010		1751			6110			11,113		Professional Services
156		010		1751			6620			1,000		Education and Training
156		010		1751			7100			953		Indirect
156		010		1751			7300			2,000		Motor Pool
156		010		1751			8400			1,588		Equipment
											78,100	TOTAL, ORG. 1751.
401		030		5910			6180			2,000		Motor Pool - Service Reim.
											2,000	TOTAL, SERVICE REIMBURS.
156		010		1905			6230			30,000		Supplies
156		010		1905			7100			1,113		Indirect
156		010		1905			8400			61,768		Equipment
											92,881	TOTAL, ORG. 1905
TOTAL EXPENDITURE CHANGE										236,780	TOTAL EXPENDITURE CHANGE	

REVENUE

Area Plan - Actual Carryover/Revised Allocations

TRANSACTION EB [] GM [] TRANSACTION DATE _____				ACCOUNTING PERIOD _____			BUDGET FY 1994-95					
Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1710			2064			14,831		Title IIIB
		156	010	1710			2065			11,292		Title IIIC-1
		156	010	1710			2609			24,176		Title XIX
											50,299	TOTAL, ORG. 1710
		402	030	7990			6602			8,500		Telephones - Service Reim.
		404	030	7345			5602			5,000		Mail/Distribution - Service Reim.
											13,500	TOTAL, SERVICE REIMBURS.
		156	010	1751			2063			27,660		Title IIID
		156	010	1751			2064			2,000		Title IIIB
		156	010	1751			2065			7,030		Title IIIC-1
		156	010	1751			2067			29,344		Title IIIF
		156	010	1751			2070			12,113		Title VIIB
		156	010	1751			2399			(1,000)		OPI-Alzheimers
		156	010	1751			2609			953		Title XIX
											78,100	TOTAL, ORG. 1751
		401	030	5900			6602			2,000		Motor Pool - Service Reim.
											2,000	TOTAL, SERVICE REIMBURS.
		156	010	1905			2609			92,881		Title XIX
											92,881	TOTAL, ORG 1905
		400	040	7531			6602				0	Serv. Reimb./Insurance
												TOTAL SERV. REIMB.
TOTAL REVENUE CHANGE									236,780	TOTAL REVENUE CHANGE		

File Name: ASD9511



MULTNOMAH COUNTY OREGON

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

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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, County Chair

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

DATE: June 16, 1995

SUBJECT: ASD Budget Modification #ASD-9511: Adds Federal funds for the amended State of Oregon contract.

Recommendation: Aging Services Division recommends Board of County Commissioners' approval of the attached Budget Modification #ASD-9511.

Background/Analysis: Senior and Disabled Services of the State of Oregon changes allocations for Federal and State funds throughout the year. This Budget Modification changes ASD's budget to reflect the final changes to the ASD Area Plan contract with Senior and Disabled Services Division of the State of Oregon.

Financial Impact: Budget Modification #ASD-9511 adds \$221,280 in various Older American Act and Title XIX funds for FY1995.

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: This amendment reflects changes to ASD's budget for ongoing activities.

Citizen Participation: NA

Other Government Participation: Federal funding is provided via the State of Oregon Senior and Disabled Services Division.

ASD-9511z

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____ (Date)

DEPARTMENT: COMMUNITY AND FAMILIES SERVICES DIVISION: N/A

CONTACT: KATHY TINKLE / WENDY BYERS PHONE: 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK/KATHY TINKLE

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

Budget Modification #12 decreases the CFSD Target Cities project pass through and increases Sheriff's Office Target Cities budget.

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 will add 2.10 FTE as Corrections Deputies to the Sheriff's Office budget as part of the Target Cities project. Material and service expenses are also adjusted to reflect projected expenses. These increases will be off set by a reduction in Pass Through in the Community and Family Service Division's Target Cities budget.

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1995 JUN 19 AM 11:16

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

State MHD - A&D (For CFSD)	(\$155,164)
State MHD - A&D (For Sheriff's Office)	\$162,364
Srv Reimb F/S to CGF	\$7,200
Srv Reimb F/S to Ins	\$13,596
Srv Reimb F/S to Fleet	\$2,303
TOTAL	\$30,299

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 (Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By: <i>Roddy Smiley</i>	Date: <i>6/13/95</i>	Department Director: <i>Alanzo T. Porter</i>	Date: <i>6/15/95</i>
Plan/Budget Analyst: <i>Christa Telal</i>	Date: <i>6/19/95</i>	Employee Services: <i>Shirlee Robertson</i>	Date: <i>6/19/95</i>
Board Approval: <i>Chris A. Parkinson</i>	Date: <i>6-29-95</i>		

6-29-95 Original to Budget.

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. 12

5. ANNUALIZED PERSONNEL CHANGE (Compute 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
2.10	Corrections Deputies	\$95,512	\$26,092	\$17,093	\$138,697
2.10	TOTAL ANNUALIZED CHANGES	\$95,512	\$26,092	\$17,093	\$138,697

6. CURRENT YEAR PERSONNEL DOLLAR CHANG (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
2.10	Corrections Deputies		\$71,634	\$19,569	\$12,819	\$104,022
	Overtime	Allow for training for Intervention Officers	\$12,837	\$3,321	\$777	\$16,935
						\$0
						\$0
2.10	TOTAL CURRENT FISCAL YEAR CHANGES		\$84,471	\$22,890	\$13,596	\$120,957



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 SW. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(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

MEMORANDUM

TO: Board of County Commissioners
FROM: *Lorenzo Poe* Director
Community and Family Services Division
DATE: June 13, 1995
SUBJECT: Budget Modification CFSD #12

I. RECOMMENDATION/ACTION REQUESTED: The Community and Family Services Division recommends the approval of Budget Modification **CFSD #12**. This modification decreases the Community and Family Services Alcohol and Drug program budget to off set an increase in the Sheriff's office budget for the Target Cities project.

II. BACKGROUND/ANALYSIS: This is a "housekeeping" budget modification that reduces the Alcohol and Drug programs unallocated Pass Through and reallocates it to the Sheriff's office to pay for the addition of 2.10 FTE Corrections Deputies for the Target Cities project. Professional services, supplies, and motor pool are also adjusted to reflect projected expenses, those adjustments are also off set by a reduction in Pass Through in CFSD.

III. FINANCIAL IMPACT: This Budget Modification will reduce the Alcohol and Drug program budget by \$155,164 and increase the Sheriff's office budget by \$162,364. The CGF contingency and Service reimbursement to CGF are increased by \$7,200. Service reimbursements to the Insurance (\$13,596) and Fleet (\$2,303) funds are also increased.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)

DEPT. COMMUNITY & FAMILY SERVICES PROGRAM CHILDREN & YOUTH

CONTACT KATHY TINKLE PHONE 248-3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD LOLENZO POE/SUSAN CLARK

SUGGESTED

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

Budget Modification CFSD #_13_ requests a \$37,856 transfer of County General Fund contingency into the AITP budget of the Children and Youth Program to cover a shortfall in Title XIX Medicaid revenues.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget modification CFSD #_13_ requests a \$37,856 tranfer from County General Fund contingency to the AITP budget within the Children and Youth Program. This transfer is necessary due to a projected shortfall of Title XIX - Medicaid revenues that effects both Juvenile Justice and CFS in this joint project.

The CFS portion of projected revenue for AITP in the FY 94/95 budget is \$169,295. Projected actual collectable revenue is estimated to be a maximum of \$107,654, leaving an unfunded balance of a maximum of \$61,641. This reduction in projected revenue is largely due to a change in billable services and rates. This change was made effective in September 1994, after the budget was adopted.

Due to salary savings from the vacant clinical supervisor position, the total expenditure for the program is estimated for CFSD to be \$145,510. Based on the current projected revenue, this leaves a \$37,856 shortfall.

Under normal circumstances, this shortfall could be covered within other savings within the Community and Family Services budget. At the end of this fiscal year, we will be expected to return \$603,000 to the General Fund and will be financing a move to a new location. Given these two financial commitments, we must look to contingency fill this gap. The FY 95/96 budget has been adjusted to reflect the change in billable services.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Increase County General Fund	\$37,856
Decrease Title XIX - Medicaid	(\$37,856)

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1995 JUN 19 PM 4:57

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____): (Date)

(Specify Fund) _____

AFTER THIS MODIFICATION: _____

Originated By <i>Kathy Tinkle</i>	Date <i>6/12/95</i>	Department Director <i>Lorenzo T. Poe</i>	Date <i>6/12/95</i>
Plan/Budget Analyst <i>Christine Teleco</i>	Date <i>6/12/95</i>	Employee Services	Date
Board Approval <i>Craig A. Parkinson</i>	Date <i>6-29-95</i>		

6-29-95 Original to Budget.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
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BUDGET & QUALITY OFFICE
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: Barry Crook, Budget and Quality Manager
DATE: June 14, 1995
SUBJECT: Contingency Request: Community & Family Services Bud Mod #13
Juvenile Justice Bud Mod #4

The attached documents should outline the problems incurred by the two departments with Title XIX reimbursements per client day for the Assessment Intervention Transition Program (AITP). We became aware of this problem some time ago, but have spent a great deal of time trying to get more definitive numbers on the extent of the shortfall. As the memorandum from Dave Warren indicates, the shortfall is approximately \$220,000, but some savings at CFSD has reduced the need for contingency to \$195,849.

The budget modification and the transfer from contingency is necessary in order to adhere to Oregon budget law and avoid a deficit in the appropriated accounts. The lower reimbursements that created this problem have been built into next year's budget and this problem should not occur again. This contingency transfer was anticipated when we build the current year's estimate for expenditures, and as such is factored into what we anticipate next year's beginning fund balance to be, therefore this budget modification will not impact next year's budget-making process.

If you have any additional questions, please don't hesitate to contact me.

R. Barry Crook
Budget and Quality Manager



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

PLANNING & BUDGET
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 *DCW*

TODAY'S DATE: June 12, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

SUBJECT: Contingency Requests on Bud Mods CFS 13 and JJD 4 -- AITP Shortfalls

I. Recommendation / Action Requested:

Approve the Bud Mods, authorizing increased General Fund support of AITP and recognizing reduced Title XIX reimbursements.

II. Background / Analysis:

Title XIX reimbursements per client day for AITP services were reduced on September 1, 1994. The 1994-95 budget assumed higher rates than the new regulations permit. However, the level of service required to be eligible for Title XIX reimbursement, even at the reduced rates, could not be decreased. *Reduction in operations would jeopardize the remaining \$384,000 of Title XIX revenues.* Therefore, the programs have continued to operate at close to budgeted levels through the year. This leaves a shortfall in the Federal/State Fund that the General Fund must cover.

III. Financial Impact:

The total difference between the budgeted estimates for Title XIX reimbursement of AITP services and what will be received in 1994-95 is \$219,634.

	<u>Budgeted</u>	<u>Actual</u>	<u>Difference</u>
Community and Family Svcs	169,295	107,654	(61,641)
Juvenile Justice	<u>434,819</u>	<u>276,826</u>	<u>(157,993)</u>
Subtotal	604,114	384,480	(219,634)

Underspending in CFS will reduce the request from Contingency to \$195,849.

IV. Legal Issues:

None of substance. The transfer from the General Fund to the Federal/State Fund will need to be increased or there may be an overexpenditure of the legal level established.

V. Controversial Issues:

None other than the timing of the request for the Contingency Transfer. It has been difficult to nail down accurate estimates of the amount of shortfall and the determine how, or if, spending reductions could be found to offset the potential transfer.

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

VIII. Other Government Participation:

Not applicable.

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. CFS 13 and JJD 4
2. Amount requested from General Fund Contingency \$195,849
3. Summary of Request

Effective September 1, 1994, the maximum billable amount per day reimbursable by Title 19 for AITP services was reduced. Both Community and Family Services and Juvenile Justice share in operating the AITP program and the program could not be reduced without jeopardizing all Title XIX reimbursement. Consequently the General Fund must further subsidize the operation of AITP or the program would lose approximately \$384,000 of outside revenue.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years?
NO If so, when?
If so, what were the circumstances of its denial?
5. Why was this expenditure not included in the annual budget process?

Neither CFS nor JJD was aware at the time the budget was adopted that the reimbursement rate for AITP was in jeopardy.

The 1995-96 budget assumes the lower rate of reimbursement.

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure?
Why are no other Departmental sources of funds available?

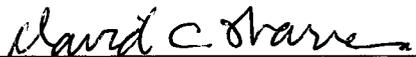
Within the program, CFS has been able to forego about 10% of budgeted staffing levels and maintain services sufficient to be eligible for reimbursement. JJD has to staff the unit on a continuing basis and was unable to reduce expenditures. All other savings from General Fund support in CFS and JJD have been assumed to be available for expenditure in 1995-96 as part of the General Fund Beginning Working Capital.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

None anticipated.

8. This request is for a (Quarterly , Emergency) review.
9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.


Signature of Department Head/Elected Official

6-20-95
Date

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
 (Date)

DEPARTMENT: COMMUNITY AND FAMILIES SERVICES DIVISION: N/A
 CONTACT: KATHY TINKLE / WENDY BYERS PHONE: 3691
 * NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK/KATHY TINKLE

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

Budget Modification #14 will increase the Developmental Disabilities program budget by \$30,762 to reflect a new grant with University of Oregon and an increase in Portland Public Schools revenue.

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 reflects a new contract with the University of Oregon Specialized Training Program (STP) for \$11,000 to add a temporary part-time Case Management Assistant. This person will assist STP with collecting data on supported employment. It will also pay for \$1,000 in local travel expenses.

This modification also adds \$18,662 in Portland Public Schools revenue bringing the budgeted revenue in line with the latest revenue agreement. This modification will increase professional services and material and service expenses. This will be used to provide 234 clients with Early Intervention / Early Childhood Special Education services.

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1995 JUN 20 PM 4:56

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

University of Oregon STP	\$11,000
School Dist 1 (PPS)	\$18,662
County General Fund Indirect Support	\$1,100
Srv Reimb F/S to CGF (Indirect)	\$1,100
Srv Reimb F/S to Insurance Fd	\$326
Srv Reimb F/S to Distribution Fund	\$486
TOTAL	\$32,674

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 (Specify Fund) AFTER THIS MODIFICATION: \$ _____

Originated By: <u>[Signature]</u>	Date: <u>6/14/95</u>	Department Director: <u>[Signature]</u>	Date: <u>6/15/95</u>
Plan/Budget Analyst: <u>[Signature]</u>	Date: <u>6/19/95</u>	Employee Services: <u>[Signature]</u>	Date: <u>6/19/95</u>
Board Approval: <u>[Signature]</u>	Date: <u>6-29-95</u>		

6-29-95 Original to Budget.

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. 14

5. ANNUALIZED PERSONNEL CHANGE (Compute 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
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
0.00	TOTAL ANNUALIZED CHANGES	\$0	\$0	\$0	\$0

6. CURRENT YEAR PERSONNEL DOLLAR CHANG (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
	Case Management Asst.	Temporary staff for January through June	\$7,686	\$1,988	\$326	\$10,000
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
0.00	TOTAL CURRENT FISCAL YEAR CHANGES		\$7,686	\$1,988	\$326	\$10,000

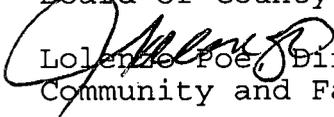


MULTNOMAH COUNTY OREGON

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BOARD OF COUNTY COMMISSIONERS
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DAN SALTZMAN • DISTRICT 1 COMMISSIONER
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners
FROM:  Lolento Poe, Director
Community and Family Services Division
DATE: June 13, 1995
SUBJECT: Budget Modification CFSD #14

I. RECOMMENDATION/ACTION REQUESTED: The Community and Family Services Division recommends the approval of Budget Modification **CFSD #14**. This modification increases the Community and Family Services Developmental Disabilities program budget by \$30,762.

II. BACKGROUND/ANALYSIS: This is one of several "housekeeping" budget modifications that will be submitted to the board this month. This modification reflects the addition of a new contract with University of Oregon - Specialized Training Program (STP) for \$11,000 and adds \$18,662 to the Portland Public Schools contract.

The STP contract will pay for a temporary part time Case Management Assistant who will collect data on supported employment for the STP program. The increase in the Portland Public Schools contract will pay for material and services expenses associated with providing Early Intervention/Early Childhood Special Education services to an additional 234 clients.

III. FINANCIAL IMPACT: This Budget Modification will increase the Developmental Disabilities program budget by \$30,762. \$10,000 in temporary personnel, \$25,662 in additional material and services and \$4,000 in Professional services. CGF Indirect Support and Service reimbursement to CGF are increased by \$1,100. Service reimbursements to the Insurance (\$326) and Distribution (\$486) funds are also increased.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____ (Date)

DEPARTMENT: COMMUNITY AND FAMILIES SERVICES DIVISION: N/A

CONTACT: KATHY TINKLE / WENDY BYERS PHONE: 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK/KATHY TINKLE

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

Budget Modification # 15 Makes year end housekeeping changes to Community and Family Services Community Action program budget.

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 moves money from Personnel and Pass Through to Material, Services, and Capital to reflect projected expenditures. It also redistributes the budget within the Material and Service organization codes.

The net effect on the Community Action program budget is an increase of \$235.

1995 JUN 29 PM 4:56
 MULTNOMAH COUNTY
 OREGON
 BOARD OF
 COUNTY COMMISSIONERS

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

CGF - Revenue	\$0
CGF - Indirect Support	(\$89)
Srv Reimb F/S to CGF (Indirect)	\$324
Srv Reimb F/S to Ins Fund	(\$143)
TOTAL	\$92

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____
 AFTER THIS MODIFICATION: \$ _____

Originated By: <i>[Signature]</i>	Date: 6/15/95	Department Director: <i>[Signature]</i>	Date: 6/15/95
Plan/Budget Analyst: <i>[Signature]</i>	Date: 6/19/95	Employee Services: <i>[Signature]</i>	Date: 6/19/95
Board Approval: <i>[Signature]</i>	Date: 6-29-95		

6-29-95 Original to Budget

EXPENDITURES

TRANS EB GM

TRANS DATE: _____

ACCTING PERIOD: _____

Budget Fiscal Year: 94/95

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	1451			5100			(3,382)		Salaries
		156	010	1451			5500			(875)		Fringe
		156	010	1451			5550			(143)		Insurance
											(4,400)	Total Personnel
		156	010	1451			6230			1,500	1,500	Supplies
		156	010	1451			6310			500	500	Educ and Training
		156	010	1451			7100			(89)	(89)	Indirect
		156	010	1451			8400			2,489	2,489	Equipment
											0	Total Org 1451
		156	010	1460			6060			(9,000)	(9,000)	Pass Through
		156	010	1460			6110			7,739	7,739	Professional Services
		156	010	1460			6120			1,000	1,000	Printing
		156	010	1460			7100			261	261	Indirect
											0	Total Org 1460
		156	010	1251			6110			1,000	1,000	Professional Services
		156	010	1251			6230			4,000	4,000	Supplies
		156	010	1251			6310			1,000	1,000	Educ and Training
		156	010	1251			6320			(3,000)	(3,000)	Conf & Conv
		156	010	1251			6620			(3,000)	(3,000)	Dues and Subscriptions
		156	010	1251			8400			2,400	2,400	Equipment
											2,400	Total Org 1251
		156	010	1260			6110			(7,400)	(7,400)	Professional Services
		156	010	1260			6120			2,000	2,000	Printing
		156	010	1260			6230			5,000	5,000	Supplies
		156	010	1260			6320			(2,000)	(2,000)	Conf & Conv
		156	010	1260			7100			(89)	(89)	Indirect
											(2,489)	Total Org 1260
		156	010	1270			6120			2,100	2,100	Printing
		156	010	1270			6230			(56,154)	(56,154)	Supplies
		156	010	1270			6310			2,100	2,100	Educ and Training
		156	010	1270			6320			1,900	1,900	Conf & Conv
		156	010	1270			7100			(1,857)	(1,857)	Indirect
		156	010	1270			8400			10,054	10,054	Equipment
											(41,857)	Total Org 1270
		156	010	1280			6060			(27,000)	(27,000)	Pass Through
		156	010	1280			6120			1,000	1,000	Printing
		156	010	1280			6230			55,000	55,000	Supplies
		156	010	1280			6310			1,000	1,000	Educ and Training
		156	010	1280			7100			1,926	1,926	Indirect
		156	010	1280			8400			9,931	9,931	Equipment
											41,857	Total Org 1280
		100	045	9120			7700			241	241	Contingency
		100	010	0100			7608			83	83	Cash Transfer
		400	050	7531			6580			(143)	(143)	Insurance
										\$92	\$92	GRAND TOTAL

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. 15

5. ANNUALIZED PERSONNEL CHANGE (Compute 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
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
0.00	TOTAL ANNUALIZED CHANGES	\$0	\$0	\$0	\$0

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
		Salary savings due to restructuring	(\$3,382)	(\$875)	(\$143)	(\$4,400)
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
0.00	TOTAL CURRENT FISCAL YEAR CHANGES		(\$3,382)	(\$875)	(\$143)	(\$4,400)

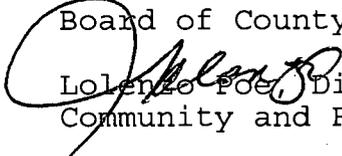


MULTNOMAH COUNTY OREGON

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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: Board of County Commissioners
FROM:  Lorenzo Poe, Director
Community and Family Services Division
DATE: June 15, 1995
SUBJECT: Budget Modification CFSD #15

I. RECOMMENDATION/ACTION REQUESTED: The Community and Family Services Division recommends the approval of Budget Modification **CFSD #15**. This modification increases the Community and Family Service Community Action Program budget by \$235 as a result of housekeeping, year end changes.

II. BACKGROUND/ANALYSIS: This is a "housekeeping" budget modification that moves money from Pass Through and Personnel to Materials, Services, and Equipment. It also redistributes the budget within the Materials and Services object expenditure codes. This will bring the budget into line with projected actual.

III. FINANCIAL IMPACT: This Budget Modification will reduce County General Fund Indirect Support by \$89 and the service reimbursement to the Insurance fund by \$143. The service reimbursement to the County General Fund for Indirect is increased by \$324.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

BUDGET MODIFICATION NO. JJD4

(For Clerk's Use) Meeting Date JUN 29 1995
Agenda No. R-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
(Date)

DEPARTMENT: Juvenile Justice Services
CONTACT: Marie Eighmey

DIVISION: Detention
TELEPHONE: 248-3550

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Elyse Clawson/Joanne Fuller

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

The Juvenile Justice Division Budget Modification # JJD requests \$153,993 General Fund Contingency to replace a deficit in the collection of Title XIX Medicaid fees.

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).

This Budget Modification replaces Title XIX revenue with General Fund Contingency in order to fund the remaining expense of the Assessment Intervention Transition Program (A.I.T.P.) for FY94-95. Juvenile Justice budgeted \$434,819 anticipated Title XIX revenue in FY94-95. According to the Children & Family Services Department, which processes the medicaid billings for Juvenile Justice, the maximum Title XIX which we expect to collect for Juvenile Justice equals \$276,826, leaving a projected deficit of \$157,993.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Decrease Fund 156 Rev Code 2603 by (\$157,993) in Org 2590.
- Increase County G/F cash transfer to Fund 156 by \$157,993 in Org. 2590.
- Decrease General Fund Contingency by (\$157,993).

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 19 PM 4:57

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____
(Specify Fund) (Date) \$ _____

After this modification \$ _____

Originated By _____ Date 6/12/95
Department Manager Joanne Fuller Date 6/8/95

Finance/Budget _____ Date _____
Employee Relations _____ Date _____

Board Approval _____ Date 6-29-95
Carrie A. Parkinson

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6-29-95 Original to Budget.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
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GARY HANSEN
TANYA COLLIER
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: Board of County Commissioners
FROM: Barry Crook, Budget and Quality Manager
DATE: June 14, 1995
SUBJECT: Contingency Request: Community & Family Services Bud Mod #13
Juvenile Justice Bud Mod #4

The attached documents should outline the problems incurred by the two departments with Title XIX reimbursements per client day for the Assessment Intervention Transition Program (AITP). We became aware of this problem some time ago, but have spent a great deal of time trying to get more definitive numbers on the extent of the shortfall. As the memorandum from Dave Warren indicates, the shortfall is approximately \$220,000, but some savings at CFSD has reduced the need for contingency to \$195,849.

The budget modification and the transfer from contingency is necessary in order to adhere to Oregon budget law and avoid a deficit in the appropriated accounts. The lower reimbursements that created this problem have been built into next year's budget and this problem should not occur again. This contingency transfer was anticipated when we build the current year's estimate for expenditures, and as such is factored into what we anticipate next year's beginning fund balance to be, therefore this budget modification will not impact next year's budget-making process.

If you have any additional questions, please don't hesitate to contact me.

R. Barry Crook
Budget and Quality Manager



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
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PLANNING & BUDGET
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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 *DCW*

TODAY'S DATE: June 12, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

SUBJECT: Contingency Requests on Bud Mods CFS 13 and JJD 4 -- AITP Shortfalls

I. Recommendation / Action Requested:

Approve the Bud Mods, authorizing increased General Fund support of AITP and recognizing reduced Title XIX reimbursements.

II. Background / Analysis:

Title XIX reimbursements per client day for AITP services were reduced on September 1, 1994. The 1994-95 budget assumed higher rates than the new regulations permit. However, the level of service required to be eligible for Title XIX reimbursement, even at the reduced rates, could not be decreased. *Reduction in operations would jeopardize the remaining \$384,000 of Title XIX revenues.* Therefore, the programs have continued to operate at close to budgeted levels through the year. This leaves a shortfall in the Federal/State Fund that the General Fund must cover.

III. Financial Impact:

The total difference between the budgeted estimates for Title XIX reimbursement of AITP services and what will be received in 1994-95 is \$219,634.

	<u>Budgeted</u>	<u>Actual</u>	<u>Difference</u>
Community and Family Svcs	169,295	107,654	(61,641)
Juvenile Justice	434,819	276,826	(157,993)
Subtotal	604,114	384,480	(219,634)

Underspending in CFS will reduce the request from Contingency to \$195,849.

IV. Legal Issues:

None of substance. The transfer from the General Fund to the Federal/State Fund will need to be increased or there may be an overexpenditure of the legal level established.

V. Controversial Issues:

None other than the timing of the request for the Contingency Transfer. It has been difficult to nail down accurate estimates of the amount of shortfall and the determine how, or if, spending reductions could be found to offset the potential transfer.

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

VIII. Other Government Participation:

Not applicable.

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. CFS 13 and JJD 4
2. Amount requested from General Fund Contingency \$195,849
3. Summary of Request

Effective September 1, 1994, the maximum billable amount per day reimbursable by Title 19 for AITP services was reduced. Both Community and Family Services and Juvenile Justice share in operating the AITP program and the program could not be reduced without jeopardizing all Title XIX reimbursement. Consequently the General Fund must further subsidize the operation of AITP or the program would lose approximately \$384,000 of outside revenue.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years?
No If so, when?
If so, what were the circumstances of its denial?
5. Why was this expenditure not included in the annual budget process?

Neither CFS nor JJD was aware at the time the budget was adopted that the reimbursement rate for AITP was in jeopardy.

The 1995-96 budget assumes the lower rate of reimbursement.

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure?
Why are no other Departmental sources of funds available?

Within the program, CFS has been able to forego about 10% of budgeted staffing levels and maintain services sufficient to be eligible for reimbursement. JJD has to staff the unit on a continuing basis and was unable to reduce expenditures. All other savings from General Fund support in CFS and JJD have been assumed to be available for expenditure in 1995-96 as part of the General Fund Beginning Working Capital.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

None anticipated.

8. This request is for a (Quarterly , Emergency) review.
9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

David C. Warren
Signature of Department Head/Elected Official

6-20-95
Date

BUDGET MODIFICATION NO. 9903

(For Clerk's Use) Meeting Date

JUN 29 1995

Agenda No. R-14

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____

(Date)

DEPARTMENT: Juvenile Justice Services

CONTACT: Marie Eighmey

DIVISION: Dept Mgmt

TELEPHONE: 248-3550

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Elyse Clawson/Joanne Fuller

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

The Juvenile Justice Division Budget Modification # JJD deletes \$515,366 in Casey Foundation funds and makes minor changes to the budget prior to year end.

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).

This FY94-95 Budget Modification deletes several Casey expenditures--2.89 FTE, contracting dollars and equipment dollars--because the expenditures will be made in the new, rather than current fiscal year. It also authorizes several reclassifications approved by Personnel; corrects the mix of Supplies and Equipment budget totals to reflect the purchase of items less or greater than \$1,000; and corrects the placement of the funding for an earlier purchase of a van for Community Services.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Decrease Fund 156 Rev Code 6801 by (\$515,366).
- Decrease Fed/State reimbursement to Insurance by (17,799).
- Decrease Motor Pool by (\$12,501).
- Increase Federal/State reimbursement to General Fund by \$(7,497).
- Decrease General Fund Contingency by (7,497).

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1995 JUN 20 PM 4:55

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)

After this modification \$ _____

Originated By	Date	Department Manager	Date
<i>Christine Delella</i>	<i>6/19/95</i>	<i>[Signature]</i>	<i>6-16-95</i>
Finance/Budget	Date	Employee Relations	Date
<i>[Signature]</i>	<i>6-29-95</i>		
Board Approval	Date		

me g:\wp51\data\bpg1\ymd

6-29-95 Original to Budget.

5. ANNUALIZED PERSONNEL CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
2510	-1.00	6271	Juv Counselor Lead	(40,779)	10,549	6,083	(24,147)
2510	-2.00	6285	Juv Counseling Assts	(55,836)	(14,444)	(11,076)	(81,356)
2510	-1.00	9747	Data Analyst Senior	(40,027)	(10,356)	(6,243)	(56,626)
2510	-1.00	9768	Juv Program Supervisor	(45,914)	(11,878)	(6,522)	(64,314)
2522	-0.75	6027	Fiscal Asst Senior	(18,899)	(4,889)	(5,220)	(29,008)
2522	0.75	6029	Fiscal Spec 1	20,869	5,398	5,261	31,528
2521	-1.00	6001	Office Asst 2	(22,452)	(5,708)	(3,244)	(31,404)
2521	1.00	6002	Office Asst Sr	26,038	6,736	3,396	36,170
2521	-1.00	6300	Eligibility Specialist	(24,923)	(6,448)	(6,749)	(38,120)
2521	1.00	6002	Office Asst Sr	25,161	6,509	2,581	34,251
2522	-0.25	6027	Fiscal Asst Senior	(6,300)	(1,630)	(1,740)	(9,670)
2522	0.25	6029	Fiscal Spec 1	6,947	1,798	1,894	10,639
	-5.00		Annualized Total	(176,115)	(24,363)	(21,579)	(222,057)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

ORG FTE JCN POSITION TITLE BASE PAY FRINGE INSURANCE TOTAL

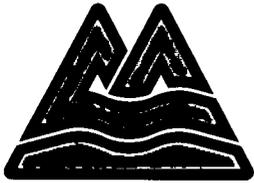
			Fund 156, Casey Det Reform Delayed Start-up:				
2510	-0.63	6271	Juv Counselor Lead	(25,691)	(6,646)	(3,832)	(36,169)
2510	-1.00	6285	Juv Counseling Asst	(27,918)	(7,222)	(5,538)	(40,678)
2510	-0.63	9747	Data Analyst Senior	(25,217)	(6,524)	(3,933)	(35,674)
2510	-0.63	9768	Juv Program Supervisor	(28,926)	(7,483)	(4,109)	(40,518)
			Fund 156, Reclass				
2522	-0.38	6027	Fiscal Assistant Senior	(9,638)	(2,493)	(2,662)	(14,793)
2522	0.38	6029	Fiscal Spec 1	10,643	2,753	2,683	16,079
			Temporary	(1,005)	(260)	(21)	(1,286)
	-2.89		Subtotal, Fed/State	(107,752)	(27,875)	(17,412)	(153,039)
			Fund 100, Reclasses				
2521	-0.76	6001	Office Asst 2	(17,703)	(4,580)	(2,493)	(24,776)
2521	0.76	6002	Office Asst Sr	19,789	5,119	2,581	27,489
2521	-0.79	6300	Eligibility Specialist	(18,778)	(4,858)	(1,991)	(25,627)
2521	0.79	6002	Office Asst Sr	19,877	5,142	2,038	27,057
2522	-0.13	6027	Fiscal Assistant Senior	(3,213)	(831)	(887)	(4,931)
2522	0.13	6029	Fiscal Spec 1	3,543	917	966	5,426
2522			Temporary (offset to reclasses)	(3,515)	(909)	(214)	(4,638)
2510			Temporary (offset to hired temps)	(9,130)	(2,362)	(387)	(11,879)
	0		Subtotal, General Fund	(9,130)	(2,362)	(387)	(11,879)
	-2.89		Total	(116,882)	(30,237)	(17,799)	(164,918)

EXPENDITURE TRANSACTION EB [] GM [] TRANS DATE _____ ACCT'G PERIOD _____ BUDGET FY _____
 DOCUMENT NUMBER _____ ACTION _____

FUND	AGENCY	ORG	ACT.	REPT CATEG	OBJ CODE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
100	010	2510			5200			(9,130)		Decrease Temporary.
100	010	2510			5500			(2,362)		Decrease Insurance.
100	010	2510			5550			(387)		Decrease Insurance.
									(11,879)	Subtotal, Org 2510
100	010	2521			5100			3,185		Increase Permanent.
100	010	2521			5500			823		Increase Fringe.
100	010	2521			5550			135		Increase Insurance.
100	010	2521			6230			(28,540)		Decrease Supplies.
100	010	2521			8400			45,791		Increase Equipment.
									21,394	Subtotal, Org 2521
100	010	2522			5100			330		Increase Permanent.
100	010	2522			5200			(3,515)		Decrease Temporary.
100	010	2522			5500			(823)		Decrease Fringe.
100	010	2522			5550			(135)		Decrease Insurance.
100	010	2522			6110			11,879		Increase Prof Svcs.
100	010	2522			6230			(4,750)		Decrease Supplies.
									2,986	Subtotal Org 2522
100	010	2561			7300			(12,501)		Decrease Motor Pool.
									(12,501)	Subtotal, Org 2561
									0	TOTAL, FUND 100
156	010	2510			5100			(107,752)		Decrease Permanent.
156	010	2510			5500			(27,875)		Decrease Fringe.
156	010	2510			5550			(17,412)		Decrease Insurance.
156	010	2510			6060			(259,830)		Decrease Pass Thru Pay.
156	010	2510			7100			(7,497)		Decrease Indirect Cost.
156	010	2510			8400			(95,000)		Decrease Equipment.
									(515,366)	Subtotal, Org 2510
156	010	2522			5100			1,005		Increase Permanent.
					5200			(1,005)		Decrease Temporary.
									0	Subtotal, Org 2522
									(515,366)	TOTAL, FUND 156
									(515,366)	TOTAL, ALL FUNDS
400	050	7531			6580			(17,799)	(17,799)	Decrease Insurance.
401	030	5920			6230			(12,501)	(12,501)	Decrease Motor Pool.
100	010	7700			7700			(7,497)	(7,497)	Decrease Contingency.
									(553,163)	TOTAL EXPENSE.

REVENUE

FUND	AGENCY	ORG	ACT.	REPT CATEG	REV SOURCE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
2510	010	2510			6801			(515,366)		Casey Foundation.
									(515,366)	Subtotal, Org 2510
400	050	7040			6602			(17,799)	(17,799)	Insurance
401	030	5920			6602			(12,501)	(12,501)	Motor Pool
100	045	7410			6602			(7,497)	(7,497)	Svc Reimb from F/S
									(553,163)	

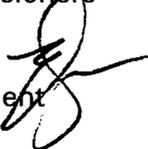


MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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: Elyse Clawson, Director 
Juvenile Justice Department

DATE: June 16, 1995

SUBJECT: JJD Budget Modification To Reduce Casey Foundation Funds For The Current Year And Make Minor Changes To The FY94-95 Budget

- I. **Recommendation/Action Requested:** The Juvenile Justice Department recommends Board of County Commissioners' approval of a modification to adjust revenues and budget lines prior to year end.
- II. **Background/Analysis:** This modification accomplishes the following:
 - Deletes \$515,366 Casey Foundation funds because program expense for several personnel positions, for the implementation of Day Reporting and Community Detention services, and for the purchase of equipment have been deferred to FY95-96.
 - Reclassifies an Office Asst 2 to an Office Asst Senior; an Eligibility Specialist to an Office Assistant Senior; and a Fiscal Assistant Senior to a Fiscal Specialist 1. These reclassifications are reflected in the FY95-96 Adopted Budget.
 - Corrects the placement of budget funds to support the earlier purchase of a Community Services van from the equipment budget line.
- III. **Financial Impact:** The above actions result in a reduction to the Federal/State program of \$515,366 and a reduction to contingency, as a result of decreased Indirect Cost, of \$7,497.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** Not applicable.
- VII. **Citizen Participation:** Not applicable.
- VIII. **Other Government Participation:** Not applicable.

me/g:covyrnd.jun

BUDGET MODIFICATION NO.

MC80 17

(For Clerk's Use) Meeting Date JUN 29 1995

Agenda No. R-15

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 approval to transfer funds from materials and services line items to the equipment line item in various dedicated budgets to pay for the purchase of needed 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 make the following three changes to dedicated budgets in the Sheriff's Office:

- 1. Move \$6,609 from the Local Travel line item to the equipment line item in the Metro Investigations budget to pay for the purchase of radios.
2. Move \$2,025 from the Premium line item to the Equipment line item in the Target Cities budget to pay for computer equipment.
3. Move \$11,199 from the Professional Services line item to the Equipment line item in the SEDE budget to pay for

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
1995 JUN 20 PM 4:56

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

6-29-95 Original to Budget.

BUDGET MODIFICATION NO _____

Expenditure

Transaction EB [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
180	025	3130			6330			(6,609)		Local Travel
					8400			6,609		Equipment
		3120			6110			(11,199)		
					8400			11,199		Equipment
156	025	4118			5400			(1,771)		Premium
					5500			(147)		Fringe
					5550			(107)		Insurance
					8400			2,025		Equipment
400	050	7531			6580			<107>		Insurance Fund
									(0)	Total Expenditure Change

Revenue

Transaction RB [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
400	050	7040			4602			<107>		Insurance Fund
									0	Total Revenue Change

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF DAN NOELLE

TODAY'S DATE: 6/15/95

REQUESTED PLACEMENT DATE: 6/29/95

RE: BUDGET MODIFICATION - Move funds to Equipment line item

I. Recommendation/Action Requested:
Approval of budget modification.

II. Background/Analysis:

Several items need to be purchased this fiscal year out of dedicated funds in the Sheriff's Office's budget. The items cost over \$1000, so funds need to be moved from other line items in the budget, to the equipment line item.

If this modification is approved, \$6609 will be moved from the Local Travel line item to the Equipment line item in the Metro investigations budget to pay for radios. And \$2025 will be moved from the Premium line item to the equipment line item in the Target Cities budget to pay for computer equipment. And \$11,199 will be moved from the Professional Services line item to the Equipment line item in the SEDE budget to pay for an undercover automobile.

III. Financial Impact:

None - funds will only be transferred between line items.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

MEETING DATE: 6/29/95

AGENDA NO: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: BUDGET MODIFICATION - Move funds to Equipment line item

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 29, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: _____

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Dan Noelle, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

BUDGET MODIFICATION requesting to move funds to Equipment line item.

REGULAR

SIGNATURE REQUIRED:

ELECTED OFFICIAL: Dan Noelle
OR SA.

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222
0516C/63 6/93

BUDGET MODIFICATION NO.

MC 50 18

(For Clerk's Use) Meeting Date JUN 29 1995

Agenda No. R-16

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 transfer \$1,120,451 from "general fund cash transfer to the jail levy fund," to overtime in the Corrections Branch.

(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

In the Sheriff's budget, \$674,451 in general fund dollars were set aside to supplement the Serial Levy funds in the operation of the Inverness Jail. In addition, another \$446,000 was set aside for the same purpose in the "overall county" budget. This modification will transfer these funds to pay for overexpenditures in the Corrections overtime budget.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase service reimbursement to insurance fund \$48,336

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 20 PM 4:50

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

6-29-95 Original to Budget.

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF DAN NOELLE

TODAY'S DATE: 6/15/95

REQUESTED PLACEMENT DATE: 6/29/95

RE: BUDGET MODIFICATION - Move MCIJ General Fund cash transfer

I. Recommendation/Action Requested:
Approval of budget modification.

II. Background/Analysis:

\$1,120,451 was set aside in the general fund to supplement jail levy dollars for the operation of the Inverness Jail. This modification will move these funds to the overtime line item in the Corrections budget. These funds will pay for overtime cost over-runs that are due to inmate population increases and to maintaining hospital security.

III. Financial Impact:

None - funds will be transferred between line items.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

None

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

MEETING DATE: 6/29/95

AGENDA NO: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: BUDGET MODIFICATION - Move MCIJ General Fund cash transfer

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 29, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Dan Noelle, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

BUDGET MODIFICATION requesting to move MCIJ General Fund cash transfer.

REGULAR

SIGNATURE REQUIRED:

ELECTED OFFICIAL: Dan Noelle
OR P.S.

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222
0516C/63 6/93

MEETING DATE: JUN 22 1995
AGENDA NO: R-16

(Above Space for Board Clerk's Use Only)

JUN 29 1995

R-17

AGENDA PLACEMENT FORM

SUBJECT: Animal Control Ordinance Fee Change

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

REGULAR MEETING: Date Requested: June 22, 1995
Amount of Time Needed: 30 minutes

DEPARTMENT: DES DIVISION: Animal Control

CONTACT: Dave Flagler TELEPHONE #: 248-3790/248-3740
BLDG. / ROOM #: Animal Control

PERSON(S) MAKING PRESENTATION: Dave Flagler

ACTION REQUESTED:

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

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

Action makes Animal Control programs self-sustaining where appropriate by increasing fees to reflect the cost of delivering service. Additional revenue of \$35,525 during the first year, and approximately \$55,000 in subsequent years, will help fund additional Animal Control officers.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 15 PM 4:12

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TANYA COLLIER
Multnomah County Commissioner
District 3



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

M E M O R A N D U M

TO: Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier *T.C.*

DATE: June 15, 1995

REQUESTED PLACEMENT DATE: June 22, 1995

SUBJECT: Animal Control Ordinance Fee Change

- I. Recommendation/Action Requested: Support Animal Control Ordinance fee increases recommended by David M. Griffith & Associates as modified by the Animal Control Ordinance Study Committee.
- II. Background/Analysis: David M. Griffith & Associates (DMG), a consulting firm who specializes in revenue enhancements and cost accounting, reviewed Animal Control fees and recommended increases that would allow recovery levels as close to full cost as possible. The Animal Control Ordinance Study reviewed DMG's recommendations and modified them based on more complete knowledge of the agency and community and a legal opinion from County Counsel.
- III. Financial Impact: \$35,525 increased revenue during the first year (estimate based on FY 1994-95 numbers of dangerous dogs--numbers will fluctuate from year to year). Existing levels 3 and 4, fined for a total of two years, will pay fees under the current ordinance. Revenue after the first year, when all fees relate to proposed ordinance, will increase by an additional \$20,000.
- IV. Legal Issues: None.
- V. Controversial Issues: Fee increases can be controversial. Most of these fee increases are relatively minor. However, fees attached to the Potentially Dangerous Dog Program will increase significantly. Increasing these will accomplish two goals. County subsidy of the program will decrease; more of the cost will fall on pet owners who are responsible for the behavior of their pets. Increased fees will act as a further disincentive to participate in the activity.
- VI. Link to Current County Policies: Meets urgent benchmark of dollars spent for government by encouraging programs to become self-supporting where appropriate.

- VII. Citizen Participation: Fee increases were reviewed and approved by the Animal Control Ordinance Study Committee, a citizen advisory group.

- VIII. Other Government Participation: Fee increases will require approval by the jurisdictions served by Multnomah County Animal Control.

ORDINANCE FACT SHEET

Ordinance Title: Health, Chapter 8.10. Animal Control

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

The purpose of amending the Animal Control ordinance is to bring fees closer to full-cost recovery levels where appropriate, based on the following criteria: the service is not a public good; the fee is meant to discourage certain activities; and/or where the increased fee will not discourage compliance. Multnomah County taxpayers will benefit by decreasing the amount of money used to subsidize programs that are not a public good.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

None. Multnomah County Animal Control is the only jurisdiction delivering animal control services.

What has been the experience in other areas with this type of legislation?

None.

What is the fiscal impact, if any?

\$35,525 increased revenue during the first year (estimate based on FY 1994-95 numbers of dangerous dogs). Existing levels 3 and 4, fined for a total of two years, will pay fees as specified by the current ordinance. After the first year, when all fees relate to proposed ordinance, revenue will increase an additional \$20,000.

SIGNATURES:

Person Filling Out Form: Hendi Aoderberg

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: Betsy Willia

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 823

An ordinance amending MCC 8.10. relating to Animal Control, raising various fees and raising the minimum fine assessed under MCC 8.10.900 (B)..

(Language in Brackets [] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section I. Findings

A. Based on the Animal Control Ordinance Study Committee's evaluation of the David M. Griffith and Associates 1994 Costs, Fees and Revenue Study for Multnomah County, many fees associated with Animal Control do not cover the cost of providing the service. The fee study by David M. Griffith recommended, "... recovery levels as close to full cost as possible, or to the point where compliance will be lost." The Animal Control Ordinance Study Committee recommends increasing fees to reflect the intent of the DMG Study.

Section II. Amendment of MCC 8.10.220

MCC 8.10.220 is amended to read as follows:

Fees shall be imposed under this chapter as follows:

	One	Two	Three
	Year	Years	Years
		Discount	Discount
		[15%]	[20%]
(A) Pet licenses:			
(1) Dogs:			
(a) Fertile	\$ 25.00	\$ 46.00	\$ 60.00
(b) Sexually unproductive	10.00	17.00	24.00
(2) Cats:			
(a) Fertile	15.00	25.00	36.00
(b) Sexually unproductive[, first in household]	8.00	14.00	19.00

1	[(c) Sexually unproductive, subsequent in same			
2	household]	[5.00]	[10.00]	[15.00]
3	(3) License replacement		3.00	
4	(B) Facilities license:			
5	(1) Dogs	100.00	200.00	300.00
6	(2) Exotic, wild or dangerous animal facility	[100.00] <u>142.00</u>	[200.00]	[300.00]
7	(3) Cats	50.00	100.00	150.00
8	(C) County shelter rates:			
9	(1) Impoundment fee dogs:			\$25.00
10	(2) Impoundment fee, cats			15.00
11	(3) Animals other than livestock			15.00
12	(4) Daily care for any portion of a 24-hour period from time of impoundment:			
13	(a) Dogs			8.00
14	(b) Cats			5.00
15	(c) Livestock			8.00
16	(d) Other animals			5.00
17	(5) Veterinary fees		[20.00]	<u>25.00</u>
18	(6) Disposal fees:			
19	(a) Euthanasia and disposal			25.00
20	(b) Dead animal disposal			15.00
21	(c) Release of unwanted animals by owner or keeper			15.00
22	(d) Release of two or more animals by owner or keeper			25.00
23	(7) Adoption fees:			
24	(a) Dogs:	(i) Fertile 65.00	(ii) Sterile 25.00	
25	(b) Cats:	(i) Fertile 45.00	(ii) Sterile 20.00	

26 Section III Amendment to MCC 8.10.230

27 MCC 8.10.230 is amended to read as follows:

28 For the expenses incurred by the county in locating, transporting and otherwise attending
29 any stray livestock other than a dog, the owner or keeper or other person lawfully claiming the

1 animal shall pay to the county a fee in the amount of [\$25.00] \$37.00 per person hour plus an
2 additional payment of \$0.30 for each mile traveled by county personnel in locating and
3 transporting the animal.

4 Section IV Amendment to MCC 8.10.280

5 MCC 8.10.280 is amended to read as follows:

6 (G) In addition to the normal licensing fees established by MCC 8.10.220(A)(1) and (2),
7 there shall be an annual fee of [\$25.00] \$50.00 for dogs classified at Level 1 [and Level 2; and
8 \$50.00 for dogs classified at Level 3 and] ; and \$100.00 for dogs classified at Level 2 and 3 and;
9 \$150.00 for dogs classified at Level 4. This additional fee shall be imposed at the time of
10 classification of the potentially dangerous dog, and shall be payable within 30 days of notification
11 by the director. Annual payment of this additional fee shall be payable within 30 days of
12 notification by the director.

13 (I) Declassification of potentially dangerous dogs. Any owner or keeper of a classified
14 potentially dangerous dog may apply to the director, in writing, to have the restrictions reduced or
15 removed.

16 (1) The following conditions must be met:

17 (a) Level 1 or Level 2 dogs have been classified for one year without further incident, or
18 two years for Level 3 or Level 4 dogs; and

19 (b) The owner or keeper provides the director with written certification of satisfactory
20 completion of obedience training for the dog classified; and

21 (c) There have been no violations of the specified regulations; and

22 (d) In addition, the director may require the dog owner or keeper to provide written
23 verification that the classified dog has been spayed or neutered.

24 (e) Any reclassification request submitted under this subsection must include [\$25.00]
25 \$40.00 review fee.

26 Section V Amendment to MCC 8.10.900 (B)

27 MCC 8.10.900 (B) is amended to read as follows:

28 (3) Class C infractions: A fine for a Class C infraction shall be no less than [\$25.00]

29 \$30.00 nor greater than \$150.00 for a first offense. If the violator has committed a Class A, B, or

1 C infraction within the 12-month period immediately prior to the date of the second infraction, the
2 fine shall be no less than \$50.00 nor more than \$150.00. If the violator has committed two or
3 more Class A, B, or C infractions within the 12-month period immediately prior to the date of the
4 most recent notice of infraction for a Class C infraction, the fine shall be \$150.00.

5 Section VI Adoption.

6 ADOPTED This 29th day of June, 1995, being
7 the date of its Second reading before the Board of County
8 Commissioners of Multnomah County, Oregon.



Beverly Stein
Beverly Stein, Chair
Multnomah County, Oregon

16 REVIEWED

18 LAURENCE KRESSEL, COUNTY COUNSEL
19 FOR MULTNOMAH COUNTY, OREGON

20
21 By *Matthew O. Ryan*
22 Matthew O. Ryan
23 Assistant County Counsel

BUDGET MODIFICATION NO.

DES 4 - Revised

(For Clerk's Use) Meeting Date JUN 29 1995

Agenda No. R-18

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 06/29/95

(Date)

DEPARTMENT Environmental Services

DIVISION Administration

CONTACT Lance Duncan

TELEPHON 3278

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Lance Duncan

SUGGESTED

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

Budget Modification for County Fair Fund

(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

Per agreement with the Friends of the Multnomah County Fair, all funds remaining in the Fair Fund will be transferred to them, with the stipulation that the fund may not have a negative balance.

As expenditures for the 1994 fair exceeded revenues, a \$58,000 cash transfer is necessary from the General Fund to bring the Fair Fund balance to zero. This cash transfer is being made to the Fair Fund, and a corresponding reduction is being made in the cash transfer to the Assessment and Taxation Fund, thereby having a neutral effect on DES expenditures.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

An additional \$58,000 will be received in the Fair Fund.

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency before this modification (as of) \$

Date After this modification \$

Originated By <i>Lance Duncan/Keri Hardwick</i>	Date <i>6-19-95</i>	Department Director <i>Betsy Williams</i>	Date <i>6-19-95</i>
Plan/Budget Analyst <i>Keri Hardwick</i>	Date <i>6-19-95</i>	Employee Services	Date
Board Approval <i>Ceri A. Parkerson</i>	Date <i>6-29-95</i>		

1995 JUN 19 PM 4:58
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY BOARD OF
COUNTY ADMINISTRATION

6-29-95 Original to Budget.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
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: Board of County Commissioners
FROM: Keri Hardwick, Budget Office
DATE: June 19, 1995
SUBJECT: DES Budget Modification #4 - Staff Report Supplement

1. Recommendation/Action Requested

Approval of budget modification changing \$58,000 in General Fund Cash Transfer to the Fair Fund, rather than the A&T Fund.

2. Background/Analysis

Estimates prepared for the most recent Fair overestimated revenues and underestimated expenditures. Per the agreement with the Friends of the Multnomah County Fair, the Fair Fund may not have a negative balance at year end. This is the amount needed to cover the difference between expenditures and revenues, and bring the Fund to a zero balance.

3. Financial Impact

Part of the Department of Environmental Services' appropriations each year is a cash transfer from the General Fund to the A&T Fund. This transfer will not need to be as large as originally estimated, so the funds are instead being transferred to the Fair Fund. There is no net effect on the DES budget.

4. Legal Issues

The agreement with the Friends of the Fair requires a minimum of zero in the Fair Fund upon transfer.

5. Controversial Issues

While events leading to the transfer of the Fair have been controversial, there are no controversial issues related to this budget modification.

6. Link to Current County Policy

This request is consistent with Resolution 94-196 adopted October 13, 1994.

7. Citizen Participation

None for this particular budget modification

8. Other Government Participation

None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Relinquishing Responsibility)
for the Multnomah County Fair to the Friends) **RESOLUTION 94 - 196**
of the Multnomah County Fair)

WHEREAS, the Multnomah County Fair has a long tradition and is enjoyed and supported by many members of the community; and

WHEREAS, in light of current economic conditions and increasing demands on Multnomah County for social, health, and public safety services, Multnomah County can no longer maintain the Multnomah County Fair; and

WHEREAS, the Board of Commissioners would like to see the County Fair tradition continued a healthy and wholesome alternative for our community's youth; and

WHEREAS, the success of the 1993 and 1994 Multnomah County Fairs was largely attributable to the creativity, enthusiasm, dedication, and hours of hard work of the Friends of the Multnomah County Fair; and

WHEREAS, Multnomah County provided the Friends of the Multnomah County Fair with a \$25,000 challenge grant in 1994 to support their efforts in developing their organizational capacity; and

WHEREAS, the Friends of the Multnomah County Fair have developed a five-year business plan to assume responsibility for the Multnomah County Fair; and

WHEREAS, the Friends of the Multnomah County Fair have requested that management and production of the Multnomah County Fair be transferred to their organization by September 30, 1994.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COUNTY COMMISSIONERS as follows:

1) Multnomah County hereby relinquishes all claim to and responsibility for holding the Multnomah County Fair to the Multnomah County Friends of the Fair.

2) Multnomah County agrees to transfer the balance of the County Fair Fund, to the extent permitted by law, to the Friends of the Multnomah County Fair for Fair purposes.

3) Multnomah County authorizes the Friends of the Multnomah County Fair to use the name "Multnomah County Fair," upon approval of an appropriate license agreement with Multnomah County, or to change the name of the Fair at their discretion.

4) Multnomah County applauds the Friends of the Multnomah County Fair for their commitment to this event and to their community and wishes them success in their future endeavors.

ADOPTED this 13th day of October, 1994.



**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

BY *Beverly Stein*
Beverly Stein, Chair

REVIEWED:

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

BUDGET MODIFICATION NO.

DES - 14

(For Clerk's Use) Meeting Date JUN 29 1995
Agenda No. R-19

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 29, 1995

(Date)

DEPARTMENT Environmental Services

DIVISION Facilities Management

CONTACT Lance Duncan

TELEPHONE 3278

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Lance Duncan

SUGGESTED

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

Reconciliation of Facilities Management Funds (CIP, Natural Areas, and Facilities Management Fund)

(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

This budget modification adjusts the Department of Environmental Services' CIP Fund, Natural Areas Fund, and Facilities Management Fund appropriations to match actual expenditures. This modification keeps these funds' expenditures in compliance with Oregon budget law.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

This budget modification is revenue neutral.

BOARD OF
COUNTY COMMISSIONERS
1995 JUN 19 PM 4:55
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 <u>Lance Duncan</u>	Date <u>19-Jun-95</u>	Department Director <u>James W. [Signature]</u>	Date <u>19-Jun-95</u>
Plan/Budget Analyst <u>Keri Hardwick</u>	Date <u>6-19-95</u>	Employee Services <u>[Signature]</u>	Date
Board Approval <u>Cecilia A. [Signature]</u>	Date <u>6-29-95</u>		

6-29-95 Original to Budget.

BUDGET MODIFICATION NO

DES - 14

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
	Increase	153	030	5659			6060	48,511	163,511	115,000		Pass-Through (METRO)
	Decrease	153	030	5659			8100	318,418	203,418	(115,000)		Land
	Increase	240	030	5700			5100	245,988	345,988	100,000		Permanent
	Increase	240	030	5700			6110	300,000	800,000	500,000		Professional Services
	Decrease	240	030	5700			8200	4,720,794	4,120,794	(600,000)		Buildings
	Increase	410	030	5600			5100	2,191,130	2,291,130	100,000		Permanent
	Decrease	410	030	5600			8200	225,000	125,000	(100,000)		Buildings
TOTAL EXPENDITURE CHANGE										0		

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										0		



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

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

Staff Report Supplement

To: Board of County Commissioners
From: Lance Duncan *LD*
Date: June 19, 1995
Subject: Budget Modification adjusting DES Natural Areas, Capital Improvement, and Facilities Management Fund Appropriations

I. Recommendation/Action Requested

Approval of adjustment of the budget appropriations to match anticipated expenditures.

II. Background/Analysis

The budget for each of these funds was prepared well in advance of actual expenditures. Actual expenditures differ in major categories from what was anticipated. The budget appropriation needs to be adjusted to reflect this change in expenditures.

III. Financial Impact

This budget modification has no net financial impact. It move expenditure appropriations from one major category to another; the net effect is zero.

IV. Legal Issues

This budget modification allocates resources within correct object codes to comply with Oregon budget law regarding expenditures.

V. Controversial Issues

N/A

VI. Link to Current County Policy

It is County policy to comply with Oregon budget law.

VII Citizen Participation

N/A

VIII Other Government Participation.

N/A

BUDGET MODIFICATION NO.

DES 15

(For Clerk's Use) Meeting Date

JUN 29 1995

Agenda No.

R-20

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

06/29/95

(Date)

DEPARTMENT Environmental Services

DIVISION Information Services

CONTACT Lance Duncan

TELEPHON x3278

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Lance Duncan

SUGGESTED

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

Budget Modification for Information Services

(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

Transfers funds from DP Fund contingency and Maintenance Contracts to Equipment in order to budget for purchase of disk storage system. COP's were issued in March to fund this purchase.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUN 21 PM 4:05

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Data Processing Fund Contingency before this modification (as of 06/21/95) 150,797
Date
After this modification 797

Originated By <u>Lance Duncan/Keri Hardwick</u>	Date <u>6/21/95</u>	Department Director <u>Betsy Williams</u>	Date <u>6/21/95</u>
Plan/Budget Analyst <u>Keri Hardwick</u>	Date <u>6/21/95</u>	Employee Services	Date
Board Approval <u>Chris A. Parkerson</u>	Date <u>6-29-95</u>		

6-29-95 Original to Budget.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
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: Board of County Commissioners
FROM: Keri Hardwick, Budget Office
DATE: June 21, 1995
SUBJECT: Budget Modification DES 15 - Staff Report Supplement

1. Recommendation/Action Requested

Approval of request to transfer funds between object codes within the Data Processing fund.

2. Background/Analysis

COP's were issued for the purchase of a RAID disk storage system in March, 1995, and the appropriate payments were budgeted in the 1995-96 budget. However, no budget modification was completed to recognize the revenue from the sale of the COP's and purchase the equipment. Under Oregon budget law, a supplemental budget would have to be completed to recognize these proceeds in 1994-95. There is insufficient time to meet publishing requirements for such an action, so budgeted funds must be reappropriated within the existing Data Processing Fund budget to pay for the equipment purchase this year. The COP proceeds will become part of the beginning working capital for the DP fund for next year.

Both this purchase and the issuance of the COP's have been approved by the DPMC and the Board of County Commissioners.

3. Financial Impact

This budget modification reduces the DP Fund contingency to \$797, no further uses for this fund are expected for this year.

4. Legal Issues

We need to transfer funds into equipment in order to satisfy the requirements of Oregon Budget Law.

5. Controversial Issues

None.

6. Link to Current County Policy

It is County policy to be in compliance with Oregon Budget Law.

7. Citizen Participation

None, for this particular budget modification.

MEETING DATE: JUN 29 1995
AGENDA NO: R-21

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Accepting Jurisdiction of Streets from Gresham, July 1, 1995

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 min

REGULAR MEETING: Date Requested: June 29, 1995

Amount of Time Needed: 5 min

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Thomas TELEPHONE #: 3838
BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Bob Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

In the Matter of Accepting Roads offered by the City of Gresham for jurisdiction by Multnomah County effective July 1, 1995.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Betsy Wallis

SECRET
CLERK OF COUNTY BOARD
1995 JUN 23 PM 3:24
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN.WPL 6-29-95 Copy of Order 95-144 to Bob Thomas.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
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: Mike Oswald, Acting DES Director *MO/blw*

TODAY'S DATE: June 22, 1995

REQUESTED PLACEMENT DATE: June 29, 1995

RE: In the Matter of Accepting Roads Offered by the City of Gresham for Jurisdiction by Multnomah County Effective July 1, 1995

I. Recommendation/Action Requested:

It is requested that the Board of County Commissioners approve the acceptance of jurisdiction of city of Gresham roads offered to Multnomah County.

II. Background/Analysis:

The transfer of roads is per the Transportation Initiative Agreement passed by the Board of County Commissioners on March 2, 1995.

III. Financial Impact:

The County has agreed to accept from the city of Gresham these roads as per Transportation Initiative Agreement of March 2, 1995, for maintenance as part of this agreement.

IV. Legal Issues:

The surrender of jurisdiction is in accordance with the executed Intergovernmental Agreement and O.R.S.368.062.

V. CONTROVERSIAL ISSUES:

N/A

VI. Link to Current County Policies:

Refer to Background/Analysis and Legal Issues.

VII. Citizen Participation:

A public hearing has been held by city of Gresham.

VIII. Other Government Participation:

The city of Gresham offered to transfer jurisdiction.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Accepting Roads Offered by)
the City of Gresham for Jurisdiction by) ORDER
Multnomah County effective July 1, 1995) 95-144
as provided by ORS 368.062(5) and (7))

WHEREAS, this matter is before the Board to accept jurisdiction from the city of Gresham of certain streets as listed below, and for the County to establish them as County roads; and

WHEREAS, these Gresham city streets are being offered to the County as per the Transportation Initiative Agreement passed by the Board of County Commissioners on March 2, 1995; and

WHEREAS, the public was duly notified by the city of Gresham and a public hearing was held by Gresham in accordance with O.R.S. 368.062; and

WHEREAS, the city of Gresham, on June 6, 1995 by order of its Council authorized the surrender and transfer of jurisdiction to Multnomah County of the following streets:

S.E. Eastman Parkway
(From S.E. Farris Road to S.E. 209th Avenue)

S.E. Highland Drive
(From S.E. Powell Boulevard to S.E. 190th Drive)

S.E. Butler Road
(From S.E. Regner Road Easterly 3,044 feet)

WHEREAS, the Board finds that it is necessary and expedient and in the best interest of the County to accept these streets.

NOW, THEREFORE, IT IS HEREBY ORDERED, the County, as provided under ORS 368.062(5) and (7) to accept exclusive jurisdiction and control of the following City streets effective July 1, 1995:

ORDER

Page 2

S.E. Eastman Parkway
(From S.E. Farris Road to S.E. 209th Avenue) as County Road No. 5009

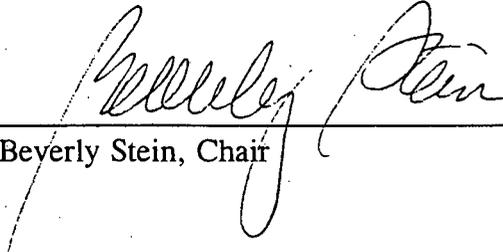
S.E. Highland Drive
(From S.E. Powell Boulevard to S.E. 190th Drive) as County Road No. 5010

S.E. Butler Road
(From S.E. Regner Road Easterly 3,044 feet) as County Road No. 5011

DATED this 29th day of June, 1995.



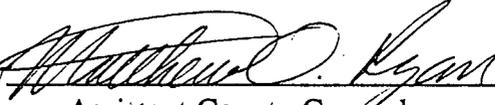
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 

Assistant County Counsel

RTVH1602.ORD