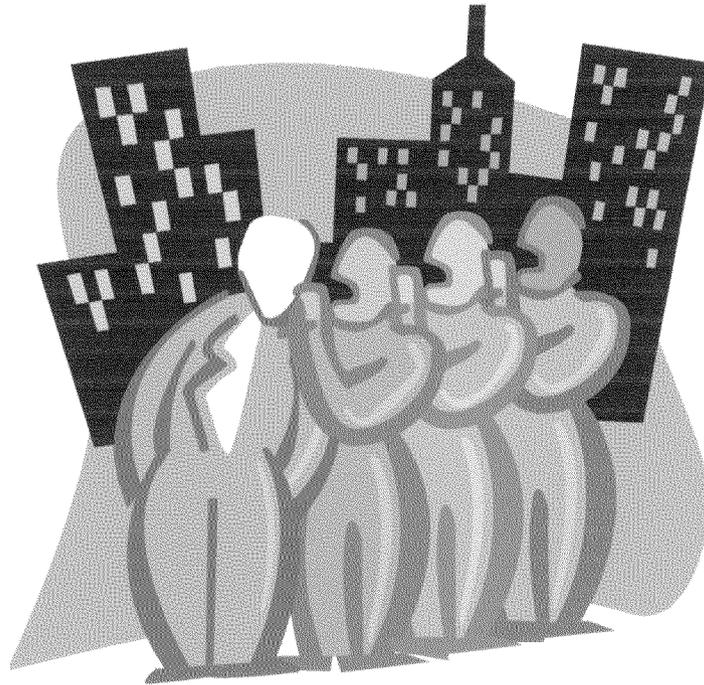


Multnomah County Commissioners

**Thursday, February 16, 2006
9:30 a.m.**

BOARD MEETING CANCELLED



Contact: Deb Bogstad @ 503 988-3277



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

REVISED

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: district1@co.multnomah.or.us

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Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: serena@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

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Phone: (503) 988-5217 FAX (503) 988-5262

Email: district3@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: lonnie.j.roberts@co.multnomah.or.us

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FEBRUARY 16, 2006 BOARD MEETING FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 2	9:30 a.m. Budget Modification Authorizing Implementation of the Information Technology Reorganization
Pg 3	9:50 a.m. Transportation System Plan for County Urban Unincorporated Pockets
Pg 3	9:55 a.m. Amended Consortium Agreement under the Workforce Investment Act of 1998 between Multnomah County, Washington County and the City of Portland
Pg 3	10:00 a.m. Update on Sheriff's Office Operations and Policy Issues
Pg 4	10:15 a.m. If Needed Executive Session

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or: <http://www.mctv.org>

Thursday, February 16, 2006 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF COMMUNITY SERVICES

- C-1 Intergovernmental Agreement 4710000017 with the State of Oregon Department of Transportation for Funds for Sellwood Bridge Rehabilitation or Replacement Project

SHERIFF'S OFFICE

- C-2 Government Revenue Contract (190 Agreement) 0506136 with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team Services
- C-3 Government Revenue Contract Amendment (190 Agreement) 0506136-1 with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team Services

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-4 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

DEPARTMENT OF COUNTY MANAGEMENT - 9:30 AM

- R-1 Budget Modification DCM-10 Authorizing Implementation of the Information Technology Reorganization

DEPARTMENT OF HEALTH - 9:35 AM

- R-2 NOTICE OF INTENT to Submit a Proposal to the Office of Refugee Resettlement Refugee Preventive Health Grant Competition
- R-3 NOTICE OF INTENT to Submit a Proposal to the Robert Wood Healthy Eating Research: Building Evidence to Prevent Childhood Obesity Grant Competition
- R-4 Budget Modification HD-24 Approving a Classification/Compensation Study of Health Department Mid-Level Managers, as Determined by the Class/Comp Unit of Central Human Resources

DEPARTMENT OF COMMUNITY SERVICES - 9:45 AM

- R-5 Intergovernmental Agreement 4600005866 with the Oregon Secretary of State for Oregon Central Voter Registration System Services in Compliance with Public Law 107.252
- R-6 RESOLUTION Approving the Transportation System Plan for the Urban Unincorporated Pockets of Multnomah County

NON-DEPARTMENTAL - 9:55 AM

- R-7 RESOLUTION Approving an Amended Consortium Agreement under the Workforce Investment Act of 1998 between Multnomah County, Washington County and the City of Portland

SHERIFF'S OFFICE - 10:00 AM

- R-8 Update on Multnomah County Sheriff's Office Operations and Policy Issues. Presented by Sheriff Bernie Giusto and Christine Kirk. 15-30 MINUTES REQUESTED.

DEPARTMENT OF COUNTY HUMAN SERVICES - 10:15 AM

- R-9 Budget Modification DCHS-21 Increasing the Mental Health and Addiction Services Division Appropriation by \$122,511 to Reflect Restoration of the State Mental Health Grant Award for Older/Disabled Adult Services
[Continued from February 9, 2006]

Thursday, February 16, 2006 - 10:15 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

IF NEEDED EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.



Multnomah County Oregon

Board of Commissioners & Agenda

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MULTNOMAH COUNTY 2006-2007 BUDGET WORK SESSIONS AND HEARINGS

ALL MEETINGS ARE OPEN TO THE PUBLIC

Public testimony will be taken at the public hearings listed in red (*italic*) below. Unless otherwise noted, all sessions will be held in the Multnomah Building, First Floor Commissioners Boardroom 100, 501 SE Hawthorne, Portland. Contact Board Clerk Deb Bogstad 503 988-3277 for further information.

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Wed, Mar 1

8:30 a.m. to 12:00 p.m.

Budget Work Session on Program Offers

Thu, Mar 2

8:30 a.m. to 12:00 p.m.

Budget Work Session on Program Offers

Tue, Mar 14

9:00 a.m. to 12:00 p.m.

**Budget Work Session on Composite Ranking -
Round 1 Outcome Team Available per Priority Area**

Wed, Mar 15

9:00 a.m. to 12:00 p.m.

**Budget Work Session on Composite Ranking -
Round 1 Outcome Team Available per Priority Area**

Wed, Mar 15

1:30 p.m. to 5:00 p.m.

**Budget Work Session on Composite Ranking -Round
1 Outcome Team Available per Priority Area**

Thu, Apr 27

9:30 a.m. to 12:00 p.m.

***Public Hearing and Consideration of Approval of
the 2006-2007 Dunthorpe Riverdale Sanitary
Service District No. 1 Proposed Budget for
Submittal to Tax Supervising and Conservation
Commission***

***Public Hearing and Consideration of Approval the
2006-2007 Mid County Street Lighting Service
District No. 14 Proposed Budget for Submittal to
Tax Supervising and Conservation Commission***

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Thu, May 4

9:30 a.m. to 12:00 p.m.

***Chair's 2006-2007 Executive Budget Message
Public Hearing and Consideration of Resolution
Approving Executive Budget for Submission to
Tax Supervising and Conservation Commission***

Tue, May 9

9:00 a.m. to 12:00 p.m.

**Financial Overview
Central Citizen Budget Advisory Committee
Work Session on Public Safety Department
Budget Presentations:
Sheriff & Citizen Budget Advisory Committee
District Attorney & Citizen Budget Advisory Committee
Community Justice & Citizen Budget Advisory Committee**

Tue, May 9

6:00 p.m. to 8:00 p.m.

***Public Hearing on the 2006-2007 Multnomah County
Budget - North Portland Library Conference Room,
512 N Killingsworth, Portland***

Wed, May 10

9:00 a.m. to 12:00 p.m.

**Work Session on Health and Human Services
Department Budget Presentations:
Health & Citizen Budget Advisory Committee
County Human Services & Citizen Budget Advisory
Committee
School and Community Partnerships & Citizen Budget
Advisory Committee
Commission on Children, Families and Community**

MULTNOMAH COUNTY 2006-2007 BUDGET WORK SESSIONS AND HEARINGS

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Wed, May 10

1:00 p.m. to 3:30 p.m.

Work Session on General Government Department Budget Presentations

**Non-Departmental & Citizen Budget Advisory Committee
Library & Citizen Budget Advisory Committee
County Management & Citizen Budget Advisory
Committee
Community Services & Citizen Budget Advisory
Committee**

Mon, May 22

6:00 p.m. to 8:00 p.m.

***Public Hearing on the 2006-2007 Multnomah County
Budget - Multnomah County East Building, Sharron
Kelley Conference Room, 600 NE 8th, Gresham***

Tue, May 23

9:00 a.m. to 12:00 p.m.

Budget Work Session

Tue, May 23

1:00 p.m. to 3:00 p.m.

Budget Work Session if needed

Tue, May 30

9:00 a.m. to 12:00 p.m.

**Budget Work Session on Board Program Selection
Round 1**

Wed, May 31

6:00 p.m. to 8:00 p.m.

***Public Hearing on the 2006-2007 Multnomah County
Budget - Multnomah Building, Commissioners
Boardroom 100, 501 SE Hawthorne, Portland***

MULTNOMAH COUNTY 2006-2007 BUDGET WORK SESSIONS AND HEARINGS

ALL MEETINGS ARE OPEN TO THE PUBLIC

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Tue, Jun 6
9:00 a.m. to 12:00 p.m. **Budget Work Session on Board Program Selection Round 2**

Tue, Jun 13
9:00 a.m. to 12:00 p.m. **Budget Work Session on Board Program Selection Round 3**

Wed, Jun 14
9:00 a.m. to 12:00 p.m. **Budget Work Session if needed**

Wed, Jun 14
3:30 p.m. to 4:30 p.m. ***Tax Supervising and Conservation Commission Public Hearing on the Multnomah County 2006-2007 Budget***

Thu, Jun 15
9:30 a.m. to 12:00 p.m. ***Public Hearing and Resolution Adopting the 2006-2007 Budget for Dunthorpe Riverdale Sanitary Service District No. 1 and Making Appropriations***
Public Hearing and Resolution Adopting the 2006-2007 Budget for Mid County Street Lighting Service District No. 14 and Making Appropriations

Thu, Jun 22
9:30 a.m. to 12:00 p.m. ***Public Hearing and Resolution Adopting the 2006-2007 Budget for Multnomah County Pursuant to ORS 294***

BOGSTAD Deborah L

From: Doussard, John [jdoussard@ci.portland.or.us]

Sent: Tuesday, February 14, 2006 4:23 PM

To: 'Sarah Ames'

Subject: PRESS ADVISORY: MAYOR POTTER TO HOST SUMMIT ON EDUCATION FUNDING THURSDAY



Office of Mayor Tom Potter
City of Portland

MEDIA ADVISORY

Date: Feb. 14, 2006

CONTACT

John Doussard: 503-823-2855

E-mail: jdoussard@ci.portland.or.us

**PRESS ADVISORY: MAYOR POTTER TO HOST
SUMMIT ON EDUCATION FUNDING THURSDAY**

Portland Mayor Tom Potter and Multnomah County Chair Diane Linn will co-host The Mayor's Education Summit on Thursday (2/16). The summit will gather a broad coalition of business, civic and government leaders, plus educators and parents to discuss how to fill funding shortfalls that threaten public schools in Portland and Multnomah County.

The meeting is open to the media and public, although no testimony will be taken.

TIME: 8 A.M. - Noon

WHEN: Thursday, Feb. 16th, 2006

WHERE: Oregon Convention Center
777 N.E. Martin Luther King Blvd.
Room 251 (The Portland Ballroom)

NOTE: Electronic media are asked to arrive no later than 7:50 a.m. to set up.

-END-

2/15/2006



Diane M. Linn, Multnomah County Chair

MEMORANDUM

TO : Board of County Commissioners
Board Agenda Clerk
FROM: Diane Linn, Chair
DATE : February 14, 2006
RE : Absence from Board Meeting

Chair Linn will miss the Thursday February 16, 2006 Board Meeting in order to co-chair the Education Summit with City of Portland Mayor Tom Potter.

c: Chair's Office
Department Directors



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501 SE Hawthorne Blvd., Suite 600, Portland, Oregon 97214
Phone: (503) 988-3308, FAX: (503) 988-3093, E-Mail: mult.chair@co.multnomah.or.us

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MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD., Room 600
PORTLAND, OREGON 97204
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

TO: Diane Linn, Chair
Maria Rojo de Steffey, Commissioner, District 1
Serena Cruz Walsh, Commissioner, District 2
Lonnie Roberts, Commissioner, District 4
Deborah Bogstad, Board Clerk

FR: Lisa Naito, Commissioner, District 3

RE: Excuse Memo for February 16, 2006 Board Meeting

February 14, 2006

Commissioner Lisa Naito will not be attending the February 16th Board of County Commissioners meeting. She will be attending Portland Mayor Tom Potter's Education Summit



Serena Cruz Walsh, Multnomah County
Commission District Two

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214
Email: serena@co.multnomah.or.us

Phone: (503) 988-5219
FAX: (503) 988-5440

MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Tara Bowen-Biggs
Staff to Commissioner Serena Cruz

DATE: 2/14/05

RF: Commissioner Cruz Walsh Absence from Board Meeting

Commissioner Serena Cruz Walsh will not be attending the February 16th Board of County Commissioners meeting. She will be attending Portland Mayor Tom Potter's Education Summit



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/16/06
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 01/27/06

BUDGET MODIFICATION:

Agenda Title: **Intergovernmental Agreement 4710000017 with the State of Oregon for Funds for Sellwood Bridge Rehabilitation or Replacement Project**

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>N/A</u>
Department:	<u>Community Services</u>	Division:	<u>Land Use & Transportation</u>
Contact(s):	<u>Ian Cannon</u>		
Phone:	<u>503-988-3757</u>	Ext.: <u>223</u>	I/O Address: <u>446</u>
Presenter(s):	<u>Consent agenda</u>		

General Information

1. What action are you requesting from the Board?

Approval of Intergovernmental Agreement with the State of Oregon for funds for the Sellwood Bridge Rehabilitation or Replacement Project.

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

The Sellwood Bridge is deteriorated after approximately 80 years of service. The bridge has a sufficiency rating of 2 out of 100 and vehicles weights are limited to 10 tons maximum. TriMet buses and most trucks are excluded from using the bridge. Approximately 30,000 vehicles cross the narrow two lane bridge each day.

Multnomah County is planning to initiate a planning and design process for either a major rehabilitation or replacement of the bridge. In order to fund the planning and design effort, the County has secured federal and state funds. The Oregon Department of Transportation is the conduit through which these funds come to the County.

The Intergovernmental agreement proposed between the Oregon Department of Transportation and the County will allow the funds to flow to the County.

This is a revision of an IGA already passed by the Board of Commissioners. Revision of the previously approved version of this IGA is required because ODOT would not approve the older version. Under the typical process for development of these IGA's, ODOT develops a draft and

circulates it internally to ODOT. ODOT internal approvals are required from Region 1, ODOT contracts in Salem, and the Attorney General's office. Under the typical process, we do not get a draft from ODOT until it has been reviewed and approved by all interested parties at ODOT. In this case (based on conversations between ODOT's Mark Foster and Ian Cannon of the Bridge Shop), ODOT failed to follow their own internal procedures, and forwarded to us documents for our signature that had not received necessary internal approvals. When these documents were returned to ODOT for their signature after our Board approved the IGA, the Attorney General refused to sign off on the document, as it did not include revisions that he had requested. Our understanding is that the current draft has received the necessary internal approvals at ODOT. After the County signs, there is typically a one to two month process before we get the notice to proceed from ODOT. ODOT has committed to expediting their signature process and the release of funds after they receive our signed copies.

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

The intergovernmental agreement makes available \$16.3 million in state and federal funds to support the Sellwood Bridge Rehabilitation or Replacement project.

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

N/A

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

The project will involve an extensive public involvement process over the next several years.. There will also be extensive cooperation with the City of Portland, Oregon Department of Transportation, TriMet, Clackamas County, and Metro. In addition, numerous regulatory agencies will be involved with the project, including National Marine Fisheries Service, Army Corps of Engineers, U. S. Fish and Wildlife, United States Coast Guard, Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Department of State Lands.

Required Signatures

**Department/
Agency Director:**



Date: 01/26/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 471000017
 Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period <input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	Contracts over \$75,000 per 12 month period <input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Government Contracts (190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <div style="text-align: center;">CLASS III B</div> <input checked="" type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <input type="checkbox"/> Interdepartmental Contracts

Department: Department of Community Services Division: Bridge Program Date: 11-17-05
 Originator: Ian Cannon Phone: 503-988-3757 Bldg/Rm: 446
 Contact: Terrie Weisz Phone: 503-988-3757 Bldg/Rm: 446
 Description of Contract: Intergovernmental Agreement with the State of Oregon for funds for the Sellwood Bridge Rehabilitation or Replacement Project. ODOT agreement # 22,858.

RENEWAL: PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 Effective DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor <u>Oregon Dept. of Transportation</u> Address <u>123 NW Flanders</u> City/State <u>Portland, OR</u> ZIP Code <u>97209-4037</u> Phone <u>503-731-8200</u> Employer ID# or SS# _____ Contract Effective Date <u>12-1-05</u> Term Date <u>11-30-2015</u> Amendment Effect Date _____ New Term Date _____ Original Contract Amount <u>\$16,300,000</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>\$16,300,000</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Funding Info: Original Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Requirements Amount Amendment: \$ _____ Total Amount of Requirements \$ _____
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REQUIRED SIGNATURES:

Department Manager <u>[Signature]</u>	DATE <u>1/26/06</u>
Purchasing Manager _____	DATE _____
County Attorney <u>[Signature]</u>	DATE <u>1/30/06</u>
County Chair _____	DATE _____
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: _____

LOCAL AGENCY AGREEMENT
HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROJECT
Willamette River (Sellwood) Bridge (Bridge #06879)

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and MULTNOMAH COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency."

RECITALS

1. The Sellwood Bridge is a part of the county road system under the jurisdiction and control of Multnomah County.
2. Agency as provided under ORS 382.305 et seq. is responsible for the operation and maintenance of the Sellwood Bridge
3. As provided under ORS 382.340 the Sellwood Bridge including approaches and viaducts thereto is a permanent road.
4. By the authority granted in ORS 190.110 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to perform preliminary engineering (PE) and the necessary right of way (R/W) activities for the Sellwood Bridge Project (Bridge #06879), hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

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MULTNOMAH COUNTY

2. The estimated cost of the Project is \$15,551,000, which is subject to change. The Project shall be funded from the following available moneys:
 - a. Highway Bridge Replacement and Rehabilitation Program (HBRR), large bridge category, under Title 23, United States Code, limited to \$12,800,000, for PE and R/W.
 - b. Metro Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code, at the maximum allowable federal participating amount, limited to \$2,000,000, for PE only.
 - c. State Region 1 Modernization funds limited to \$1,500,000, for PE and R/W only.
3. Region 1 Modernization funds shall be utilized as match for the STP and HBRR funds, up to the limit of \$1,500,000. Agency shall provide any match required above the Region 1 match for the STP and HBRR funds, and any non-participating costs, including all costs in excess of the combined available state and federal funds.
4. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense.
5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten calendar years following the date all required signatures are obtained, whichever is sooner.
6. This Agreement may be terminated by mutual written consent of both Parties.
7. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.

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MULTNOMAH COUNTY

- d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
8. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
 9. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2.
 10. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
 11. Agency shall enter into and execute this Agreement during a duly authorized session of its Board of County Commissioners.
 12. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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MULTNOMAH COUNTY

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

This Project was incorporated as a part of the 2006-2009 Statewide Transportation Improvement Program (STIP) that was approved by the Oregon Transportation Commission (OTC) on December 2, 2005. (Page 56, Key #13762).

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

SIGNATURE PAGE TO FOLLOW

M C & A No. 22,858
MULTNOMAH COUNTY

On November 10, 2004, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates to the Deputy Director, Highways the authority to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

MULTNOMAH COUNTY, by and through
its elected officials

By _____
Chair

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Director, Highways

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By *Matthew O. Ryan*
Agency Attorney

Date *January 30, 2006*

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer

Date _____

By *Ann M. NL*
Region 1 Manager

Date *1-17-06*

Agency Contact Address:

Multnomah County
1160 SE 190th Ave
Portland, Oregon 97233

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

ATTACHMENT NO. 1 to Agreement No. 22,858
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, public involvement, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, including assisting State with acquisition of necessary right-of-way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered under this Agreement, Agency and Consultant shall enter into a Personal Services Contract approved by State's Office of Procurement Manager or designee (Salem). Said contract must be reviewed and approved by the State's Office of Procurement Manager or designee prior to beginning any work. This review includes, but is not limited to the Request for Proposal, Statement of Work, advertisement and all contract documents. This review and approval is required to ensure federal reimbursement.
3. State may make available Region 1's On-Call PE, Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, they agree to manage the work done by the consultant and make funds available to the State for payment of those services. All eligible work shall be a federally participating cost and included as part of the total cost of the Project.
4. Agency shall design the Project to meet the American Association of State Highway and Transportation Officials Standards and Specifications for Highway Bridges, as modified by State's Bridge Section Office Practice Manual.

ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

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

PRELIMINARY & CONSTRUCTION ENGINEERING

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

REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT

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

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid**

participation is desired until such approval has been obtained. The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

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

PROJECT ACTIVITIES

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

RIGHT-OF-WAY

17. State is responsible for proper acquisition of the necessary right-of-way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right-of-way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
18. Regardless of who acquires or performs any of the right-of-way activities, a right-of-way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right-of-way, and providing oversight and monitoring. Funding authorization requests for federal right-of-way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right-of-way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right-of-way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
19. State shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right-of-way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS 35.510 and ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
20. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
21. Agency insures that all Project right-of-way monumentation will be conducted in conformance with ORS 209.150.
22. State and Agency grants each other authority to enter onto the other's right-of-way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

23. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
24. Agency's estimated share and advance deposit.
 - A. Agency shall, prior to commencement of the preliminary engineering and/or right-of-way acquisition phases, deposit with State its estimated share of each phase. Exception may be made

in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.

- B. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within 45 days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within 45 days of receipt by State of the Project sponsor's written request.
 - C. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - D. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
25. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
26. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
27. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
28. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.

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

RAILROADS

34. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR 646B & Title 23 CFR 140I, shall be included in the total Project

costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

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

STANDARDS

37. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
38. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
39. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
40. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.
41. The standard unit of measurement for all aspects of the Project may be either System International (SI) Units (metric), or English Units. However, all Project documents and products shall be in one or the other unit of measurement. This includes, but is not limited to, right-of-way, environmental documents, plans and specifications, and utilities. It should be recognized that the State is currently transitioning to English, and will be completely English by 2006.

GRADE CHANGE LIABILITY

42. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
43. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
44. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

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

MAINTENANCE RESPONSIBILITIES

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

WORKERS' COMPENSATION COVERAGE

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

LOBBYING RESTRICTIONS

49. Agency certifies by signing the Agreement that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/16/06
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 02/03/06

BUDGET MODIFICATION:

Agenda Title: **Government Revenue Contract (190 Agreement) 0506136 with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team Services**

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>N/A</u>
Department:	<u>Sheriff's Office</u>	Division:	<u>Enforcement</u>
Contact(s):	<u>Brad Lynch</u>		
Phone:	<u>503-988-4336</u>	Ext.: <u>84336</u>	I/O Address: <u>503-350</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

Approval of government contract 0506136.

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

The Oregon State Fire Marshal (OSFM) wishes to establish the Multnomah County Sheriff's Office as a member of a Regional Hazardous Materials Response Team. The City of Gresham is also a member. The OSFM agrees to reimburse the County for the costs of work related to emergencies involving hazardous materials. This includes emergency response to monitor, assess, and evaluate hazardous spills or releases, provide first aid or medical service that may be required, and containment, confinement, clean-up or other actions appropriate to prevent, minimize or mitigate damage to public health and safety. Also included are funds for equipment and personnel training.

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

Response services are provided on an as-needed basis, so the amount of revenue cannot be forecast, but the OSFM believes that sufficient funds will be available for the term of the agreement.

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

The Agreement is authorized under ORS 453.374 to 453.390. The County Attorney has reviewed the Agreement.

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

None, other than those stated above.

Required Signatures

**Department/
Agency Director:**



Date: 02/02/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



MULTNOMAH COUNTY SHERIFF'S OFFICE

501 SE HAWTHORNE BLVD., SUITE 350 • PORTLAND, OR 97214

Exemplary service for a safe, livable community

BERNIE GIUSTO
SHERIFF

(503) 988-4300 PHONE
(503) 988-4500 TTY
www.sheriff-mcso.org

MEMORANDUM

TO: MULTNOMAH COUNTY CHAIR

FROM: Brad Lynch, MCSO Contract Administrator

DATE: January 31, 2006

RE: Retroactive Contract Processing / Contract Number 0506136

As more than 30 days have passed since the initial execution date of the Intergovernmental Contract with the Oregon State Fire Marshal (July 1, 2005), this is a request that the contract be considered and processed as retroactive.

MCSO contract administration did not receive the contract from the Fire Marshal's office until January 12th 2006.

Therefore, we request that this contract be processed as retroactive.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 0506136
 Amendment #: _____

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

Department: Sheriff's Office Division/ Program: Enforcement Date: 01/18/06
 Originator: Sgt. Jason Gates Phone: 503-255-3600 Bldg/Room: 313
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Room: 503/350

Description of Contract: Emergency hazardous materials response funding.

RENEWAL: PREVIOUS CONTRACT #(S) 0210297, 800788 EEO CERTIFICATION EXPIRES _____
 PROCUREMENT, EXEMPTION OR CITATION # _____ ISSUE DATE: _____ EFFECTIVE DATE: _____ END DATE: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	State of Oregon Fire Marshal			Remittance address (If different)	
Address	4760 Portland Road NE				
City/State	Salem, OR			Payment Schedule / Terms:	
ZIP Code	97305			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-373-1540			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#				<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	07/01/05	Term Date	06/30/07	<input checked="" type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date		New Term Date			
Original Contract Amount	\$	Original PA/Requirements Amount	\$ 28,000.00		
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$		
Amount of Amendment	\$	Amount of Amendment	\$		
Total Amount of Agreement	\$	Total PA/Requirements Amount	\$ 28,000.00		

REQUIRED SIGNATURES:

Department Manager _____ DATE _____
 County Attorney J d W _____ DATE 1-25-06
 CPCA Manager _____ DATE _____
 County Chair _____ DATE _____
 Sheriff Sheriff Bernie Hester by pm _____ DATE 01-02-06
 Contract Administration _____ DATE _____

COMMENTS: _____

**INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL HAZARDOUS MATERIALS EMERGENCY
RESPONSE TEAM SERVICES**

Between

**THE STATE OF OREGON, ACTING BY AND THROUGH
THE OFFICE OF STATE FIRE MARSHAL**

And

**CITY OF GRESHAM
MULTNOMAH COUNTY**

**STATE OF OREGON
Theodore R. Kulongoski, Governor**

Nancy Orr, State Fire Marshal

July 1, 2005

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Agreement Exhibits

 Exhibit A - Contractor Primary Response Area

 Exhibit B - Inventory of State-provided Vehicles and Equipment

 Exhibit C - State-provided Equipment - 2005-2007 Biennium Funding

 Exhibit D - Specialized Training - 2005-2007 Biennium Funding

 Exhibit E - Medical Surveillance - 2005-2007 Biennium Funding

 Exhibit F - Compensation for Contractor Vehicles and Apparatus

 Exhibit G - Compensation for Contractor Response Personnel

 Exhibit H - Compensation for Contractor Outreach Training – 2005-2007
Biennium Funding

 Exhibit I - Summary - 2005-2007 Biennium Funding

 Exhibit J – State Spill Response Fund – 2005-2007 Biennium Funding

Approving Signatures

Addenda

Addendum #1 – Hourly Rate Worksheets

**INTERGOVERNMENTAL AGREEMENT FOR REGIONAL
HAZARDOUS MATERIALS
EMERGENCY RESPONSE TEAM SERVICES**

General Agreement Information

**This Intergovernmental Agreement constitutes the entire agreement between
the Office of State Fire Marshal and the Contractor.**

Agreement Type: This Agreement is between the State of Oregon, acting by and through the Office of State Fire Marshal (hereinafter "OSFM") and the City of Gresham and Multnomah County (hereinafter "Contractor") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390.

1.1 Recitals: In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a regional hazardous materials emergency response team.

The OSFM desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Emergency Response Team, and Contractor desires to be so designated and to enter into this Agreement.

1.2 Agreement Term: This Agreement shall be from the date of the last required signature to June 30, 2007. Subject to Legislative approval, future Agreements will be awarded on a biennial basis. The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM's biennial appropriation or limitation. Contractor understands and agrees that the OSFM's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Standard Agreement Terms and Conditions

2.0 Definitions:

"Agreement" means this intergovernmental agreement and Addenda.

“Automatic Response” means the authority to respond to any incident beyond the capabilities of local responders without approval prior to team response by the OSFM Duty Officer. Incident must involve a hazardous spill, leak, explosion, or injury, or potential thereof, with immediate threat to life, environment, or property.

“Clean-up” means the measures taken after emergency response to permanently remove the hazard from the incident site.

“Contractor” means the local government agency(s) by which the service or services will be performed under this Agreement, including those agencies under an approved inter-governmental / agency agreement.

“Emergency Response” means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services that may be required as the result of a spill or release or threatened spill or release of hazardous materials;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

“Emergency Response Costs” means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all OSFM and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except, as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

“Hazardous Materials” means "hazardous substance" as that term is defined in ORS 453.307(4).

“Incident” means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

“Intergovernmental Agreement” means an agreement between an agency or agencies and one or more units of local government of the State of Oregon.

“Local Government Agency” means a city, county, special district or subdivision thereof.

“Oregon-OSHA” means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

“ORS” means Oregon Revised Statutes.

“Primary Response Area” means that geographical region where the Contractor is principally responsible for providing regional hazardous materials emergency response services.

“Regional Hazardous Materials Emergency Response Team” (RHMERT) means the designated employees of the Contractor who are expected to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A Regional Hazardous Materials Emergency Response Team operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2, which is incorporated herein by this reference.

“Release” shall have the same meaning as that in ORS 465.200(21).

“Responsible Party” means the person or persons responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

“State” means the State of Oregon acting by and through the State Fire Marshal.

“State Owned Equipment” means all vehicles, equipment, and supplies provided to Regional Hazardous Materials Emergency Response Teams as described in this agreement.

“State Spill Response Fund” means the response fund established under ORS 453.390 et seq.

“Teams Advisory Group” means a group consisting of one appointed member from each team, who provide technical advice to the State Fire Marshal on equipment, vehicles, operating guidelines and similar operational issues.

“Team Response Costs” means those Contractor expenses, which are expressly allowed under this Agreement and are approved by the OSFM. Team Costs under this Agreement do not include the wide range of emergency response costs associated with hazardous materials emergency, but shall be limited to approved

expenses directly related to Regional Hazardous Materials Emergency Response Team operations.

2.1 Statement of Work:

2.1.1 Services to be Provided by Contractor: During the term of this Agreement the Contractor agrees to provide regional hazardous material emergency response team services within the boundaries of Contractor assigned Primary Response Area as generally depicted and described in "Exhibit A", and by this reference incorporated herein. Contractor is hereby designated "HazMat 03".

Contractor response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials emergency response. Contractor shall not provide under this Agreement any services with respect to the sampling, testing and analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the incident.

Contractor shall not be required to maintain general security and/or safety perimeters at or near sites and vessels, locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

2.1.2 Compliance with Regulatory Requirements: Contractor certifies that it's employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

2.1.3 Personnel: Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised Regional Hazardous Materials Emergency Response Team (RHMERT) personnel as is necessary to operate within the safety levels of a regional hazardous materials emergency response team as specified in OR-OSHA's OAR 437, Division 2. Contractor shall limit its

team activities to that within the safety and training levels specified by Oregon-OSHA for a hazardous materials response team.

To document training and/or experience, team members shall complete the tasks in the Hazardous Material Technician Individual Compliance Training book within a 24 month period. Contractor shall provide notification of successful completion by the team member to OSFM. Notifications of completion shall be submitted to OSFM prior to June 30, 2007.

2.1.4 Vehicles and Equipment: Contractor may utilize such vehicles and equipment as it currently has available as provided in 2.1.2 herein. The Contractor will operate a hazardous materials emergency response team using hazmat vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this agreement, on loan from the OSFM. State owned vehicles shall meet or exceed all regulatory requirements. Routine maintenance of state owned and local vehicles and equipment shall be the sole responsibility of the Contractor. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the OSFM.

Physical damage specified in section 2.19.6 of this agreement and routine maintenance shall be the responsibility of the Contractor. All repairs to State owned vehicles and equipment shall be the responsibility of the OSFM. For purposes of this Agreement, routine maintenance means:

- A. Apparatus and Vehicles
 - 1. Daily/weekly/monthly checks of vehicle and equipment.
 - 2. Semiannual and/or mileage-related lubrication, oil and filter changes.
 - 3. Annual tune-up as required for preventive maintenance.
- B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- C. Protective Clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- D. Communications equipment checked regularly.

The Contractor may use state owned emergency response vehicles and equipment in conjunction with other non-hazardous materials emergency response activities. The vehicle and equipment shall at all times be immediately available for emergency response with hazardous materials incidents having highest priority.

State owned vehicle(s) and equipment shall not be used by other than Contractor RHMERT employees, except as approved by the team leader/administrator.

When the state owned emergency response vehicles and equipment are used in conjunction with other non-hazardous materials emergency response activities, including assistance to local government entities at events not meeting State authorized response criteria; Contractor is liable for major repairs or replacement directly attributable to that use. Contractor is also liable for abuse or neglect of state owned emergency response vehicles and equipment when equipment is used in conjunction with other non-hazardous materials emergency response activities.

Contractor shall submit a monthly vehicle usage log to the OSFM no later than the 10th of the following month. Beginning and ending mileage for each trip must be recorded, whether it is incident response, training, maintenance, or any other activity.

2.1.5 Right of Refusal: The OSFM recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, a response under this Agreement would temporarily place an undue burden on the Contractor because Contractor resources are otherwise limited or unavailable within the Contractor Primary Response Area, and if prior or immediate notice has been provided to the OSFM Duty Officer, the Contractor may decline a request for a regional emergency response, however, the state owned emergency response vehicles and equipment shall remain available for OSFM's use in this instance.

2.1.6 Standard Operating Guidelines: Contractor and OSFM agree that regional response team operations will be conducted in accordance with the OSFM's Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this agreement.

2.1.7 Administrative Rules: The parties acknowledge that the OSFM has adopted OAR 837, Division 120 and that this agreement is consistent with those administrative rules. If those rules are amended, such amendments are incorporated into this agreement and may require modification of the procedures, terms and conditions of this agreement.

2.2 Contractor Compensation: There are three types of Contractor compensation under this Agreement: (1) Contractor stand-by costs, (2) Contractor team response costs, and (3) Contractor administrative costs. Each of these is discussed more fully below.

2.2.1 Contractor Stand-by Costs: Contractor shall be compensated by the

OSFM under this Agreement for its OSFM approved stand-by costs. Such stand-by costs include:

Specialized Training Costs: The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" and if approved by the OSFM in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, and per diem/travel expenses at OSFM approved rates. With prior approval by the OSFM, up to one-third of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending training.

Medical Surveillance: The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations. Additionally, the OSFM will provide funding from the State's Spill Response Fund for exposure exams where no responsible party or parties is identified.

Vehicle(s) and Equipment Loans: The OSFM agrees to loan the Contractor emergency response vehicle(s) and emergency response equipment as specified in Exhibit "B" of this Agreement. Equipment and materials will be provided by the OSFM as specified in Exhibit "C" of this Agreement.

Level A/B Personal Protective Equipment (PPE) Acquisition: Contractor shall be exclusively responsible for its selection of PPE suits, suit types or models to meet its own specific needs, and the OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor's choice of suits, their safety or reliability, or their testing or maintenance. The OSFM will pay for, and Contractor is authorized to purchase, only PPE suits that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.

Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapter 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in contracting for the acquisition of the suits. The suits shall be procured according to the procedure established in Standard Operating Guideline T021. Upon their acquisition, the suits become part of the state-owned equipment on loan to the Contractor as specified in Exhibit "B" of this agreement.

2.2.2 Contractor's Team Response Costs: Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved Team response costs. The funding available for team response costs as specified in Exhibit "J" of this Agreement is in addition to Contractor stand-by costs as specified in section 2.2.1. Such team response costs shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 2005-2007 biennium. Such Team response costs may include, but are not limited to:

Compensation for Contractor Vehicle(s) and Apparatus: Where the OSFM has approved the use of Contractor vehicles and equipment, OSFM shall compensate Contractor at the rates described in Exhibit "F" of this Agreement.

Compensation for Contractor Personnel Response Costs: Contractor RHMERT personnel response costs, which are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 2005-2007 biennium will be calculated as follows:

- a) Base Hourly Rate/Non-officer - will be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer.
- b) Base Hourly Rate/Officer (eligible for overtime) – will be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.
- c) Base Hourly Rate/Salaried Officer (not eligible for overtime) - will be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.

OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this agreement and used for purposes of calculating compensation for Contractor's Personnel Response Costs.

A Response Availability Rate of \$15.5788 will be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor will be required to document total hourly personnel response rates for each category utilizing OSFM provided format. That documentation will be

entered into this agreement as addendum #2. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

Emergency Expenses: Contractor necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency response purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the OSFM. The Team Leader or authorized Contractor representative will attempt to contact the OSFM Duty Officer for approval of Contractor emergency expenses exceeding \$100. Contractor claim for reimbursement must clearly document the nature of the purchases and extent of the OSFM prior verbal approval of Contractor emergency expenditures. The OSFM reserves the right to deny any payment of unjustifiable Contractor expenditures.

2.2.3 Contractor Administrative Costs: Team administrative costs, not to exceed 8% of the Contractor team response costs, may be billed as part of the emergency costs, and will be reimbursed to Contractor upon receipt from responsible party or parties.

2.2.4 Billing System: Contractor will notify OSFM Regional Teams Operations Manager at (503) 373-1540, ext. 227 within 24 hours of a hazardous materials emergency response. An OSFM incident number will be assigned to the response at that time. Contractor shall leave a voice-mail message if notification is made after business hours. Contractor call will be returned the next business day. Contractor will provide an estimate of team response costs to the OSFM within 10 working days of the response. An expenditure report and invoice shall be submitted to the OSFM within 30 days of the response. Contractor claim for reimbursement shall be on OSFM approved forms and shall contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits.

The State shall bill the responsible party or parties within 30 days of receipt of Contractor invoice. The OSFM agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor team response costs shall be collected by the OSFM from the responsible party or parties before payment is made to the Contractor. Where payment has not been received by the OSFM within 30 days after the second billing to the responsible party or parties, then the Contractor approved team response costs shall be paid to the Contractor from the State Spill Response Fund. In no case shall the OSFM payment to the Contractor exceed 63

days after receipt of the Contractor invoice by OSFM, provided responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

Billing for State Owned Equipment Only: All responses to incidents utilizing state owned equipment will be billed for state owned equipment use only, including those incidents within the Contractor local jurisdiction. A statement for equipment used will be prepared by the Office of State Fire Marshal, and forwarded to the identified responsible party any time the state owned vehicle or equipment is used for hazmat response. If there is no responsible party identified, the local first responder will not be billed for the use of the equipment.

Option for Waiver: The Contractor shall have the option of requesting a waiver of state owned equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition the Contractor may request a waiver of charges when there are extenuating circumstances, which would preclude a billing to the responsible party or parties. Requests for waiver will be subject to review and approval by the State Fire Marshal.

Billing for Personnel/Incidents not meeting OSFM Response Criteria: If Contractor opts to bill for personnel cost during a local response not meeting state authorized response criteria, the OSFM will pursue billing for those personnel costs. Those personnel costs will be reimbursed to the Contractor only upon collection from the responsible party or parties, and will not be subject to reimbursement from the State Spill Response Fund.

Priority of Reimbursements: If the OSFM successfully recovers payment from the responsible party or parties it shall first be used to pay the Contractor team response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Fund for the amount previously paid to the Contractor and the OSFM administrative costs. Any remaining funds will be used to pay emergency costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party or parties then the Contractor shall not be required to reimburse the OSFM for payments previously made.

2.2.5 Interest: If the OSFM fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if response costs are invoiced by the Contractor on OSFM-approved

forms and responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

2.2.6 State Funding Available: The OSFM believes that sufficient funds will be available and authorized within the OSFM 2005-2007 appropriation or limitation. State funding for standby costs available under this Agreement for the 2005-2007 biennium shall be the sum of the amounts specified in exhibits C, D, E and H to this Agreement and are summarized in Exhibit I of this Agreement.

The funding available as specified in Exhibits C, D, E and H to this Agreement does not include Contractor team response costs as specified in 2.2.2. Such team response costs are available in addition to Contractor standby costs and shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 2005-2007 biennium and identified in Exhibit J to this Agreement.

Additional Contractor compensation shall be paid under this Agreement only if specifically agreed to by the OSFM and the Contractor in writing. OSFM payments under the terms of this agreement shall be considered full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall release of the OSFM from all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations of the State's Spill Response Fund and subject to further payment as set forth above.

2.2.7 Prior Approval: Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by OSFM as set forth in Section 2.2.8. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor team response costs from the State Spill Response Fund if recovery from a responsible party or parties is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize responsible party and/or OSFM expenses.

2.2.8 Response Procedures and Limitations/Automatic Response: If the Contractor has received state authority for automatic response, Contractor may, upon receipt of an emergency response request, provide emergency response services as specified under the terms of this agreement and the OSFM's Standard Operating Guidelines, which is incorporated herein by this reference. Contractor shall immediately thereafter notify the OSFM Duty Officer.

If the Contractor has *not* received state authority for automatic response or if the emergency response request does not meet the Standard Operating Guideline

criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.

2.2.9 Spill Response Fund: If the Spill Response Fund becomes depleted or fiscally unsound, the OSFM shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.

For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of a Contractor receiving the emergency response request, which reduces the fund below the \$20,000 threshold.

If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Fund balance, Contractor assumes the risk of non-payment if the OSFM is unable to obtain additional funding for the Spill Response Fund, recover the Contractor team response costs from a responsible party or if there is no identifiable responsible party. Contractor shall immediately notify the OSFM Duty Officer of all emergency response activities undertaken pursuant to this Agreement.

If, after becoming depleted or fiscally unsound, additional funds become available in the Spill Response Fund and Contractor has billed the OSFM as set forth in Section 2.2.2, Contractor shall be reimbursed for unpaid team response costs to the extent funds are available.

2.3 Where No Responsible Party Can Be Identified: As previously mentioned in Section 2.2, OSFM agrees to bill the party or parties responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable responsible party, or if the responsible party is unable to pay, the OSFM agrees to pay Contractor Team response costs from the State's Spill Response Fund provided funds are available and Contractor has complied with 2.2. herein.

2.4 Contractor Status: Contractor certifies it is not an employee of the State of Oregon and is a local government agency or agencies.

2.5 Retirement System Status: Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation from the State of Oregon.

2.6 Assignments/Subcontracts: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of OSFM. Such written approval will not relieve Contractor of any obligations of this Agreement, and any assignee, transferee or subcontractor shall be considered the agent of Contractor. Except where OSFM expressly approves otherwise, Contractor shall remain liable as between original parties to this Agreement as if no such assignment had occurred.

Contractor shall not agree in writing or otherwise with other local governmental entities to provide the state owned emergency response vehicles and equipment to assist those entities at events not meeting OSFM authorized response criteria unless the OSFM also is a party to that agreement.

2.7 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

2.8 Compliance With Government Regulations: Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-002-100 (18) which adopts 29 CFR 1910.120(q) and its Appendix B.

2.9 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war, which is beyond that party's reasonable control. OSFM or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

2.10 State Tort Claims Act:

2.10.1 Scope: During operations authorized by this contract, Contractor and Contractor's RHMERT employees shall be agents of the state and protected and defended from liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a regional hazardous materials emergency response team. Operations also include advanced training activities provided under this contract to the Contractor's hazardous materials emergency response team employees, but do not include travel to and from the training.

2.10.2 Limitations: Except as provided in Section 2.1.4, this Agreement in no way limits a Contractor from responding with State owned vehicles, equipment

and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

2.10.3 Notifications: Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer
4760 Portland Road NE
Salem, Oregon 97305
Pager: (503) 370-1488

Copies of such written reports shall also be sent to:

State Risk Management Division
1225 Ferry Street SE.
Salem, Oregon 97310

2.11 Indemnification: When performing operations not authorized under ORS 453.374 – 453.390, while using State's vehicles, equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

2.12 Severability: If any provision of this Agreement is declared by a court 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 Agreement did not contain the particular provision held to be invalid.

2.13 Access to Records: Subject to the State's Public Record Laws, each party to this contract, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

2.13.1 Confidentiality: Except as otherwise provided by law, each party to this Agreement mutually agrees that they shall not in any way, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract.

2.14 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OSFM and Contractor.

2.15 Payment of Contractor Obligations: Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses, to pay any such claims as they become due and for which the OSFM may be held liable, the proper officer(s) representing the OSFM, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

2.16 Nondiscrimination: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

2.17 Dual Payment: Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

2.18 Payment for Medical Care: Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 2.2.1, Medical Surveillance. Such payment shall be made from all sums, which Contractor has agreed to pay for such services, and from all sums, which Contractor has 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. It is the intent of the parties that this section includes any collective bargaining agreements that the Contractor has entered into with Contractor employees.

2.19 Insurance Coverage:

2.19.1 Worker Compensation: Contractor, its subcontractors (if any), and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the

relationship of employer and employee as between the OSFM and Contractor. If, however, the Contractor Workers' Compensation costs increase as a direct result of an injury, illness or participation as regional hazardous materials emergency response team, the OSFM will compensate the Contractor for the increased costs.

2.19.2 Comprehensive or Commercial General Liability: Contractor shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured Contractor, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor general liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) in the aggregate, or the equivalent.

2.19.3 Automobile Liability: Contractor and OSFM shall obtain and keep in effect automobile liability insurance or its equivalent for self-insured Contractor, for their respective vehicle(s) during the term of this Agreement. The Contractor shall obtain separate automobile liability insurance providing primary coverage for OSFM vehicles when Contractor uses OSFM vehicles as provided in Section 2.10.2 of the Agreement. Auto liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) combined single limit occurrence, or equivalent.

2.19.4 Notice of Cancellation or Change: Contractor and OSFM agree there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew their respective insurance coverage without 30 days' written notice to the other party.

2.19.5 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Agreement, both OSFM and Contractor shall furnish copies of or updates of previously provided Certificates of Insurance or Certificates of Self-Insurance as the case may be, to each other prior to the beginning of work under this agreement.

2.19.6 Physical Damage Clause: Excluding ordinary wear and tear, Contractor is responsible for any physical damage to or loss of, State-owned vehicle(s) and equipment that is directly attributable to local response, regardless of fault. When Contractor acts under OSFM authority, the OSFM will be responsible for physical damage to or loss of State-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

2.20 Governing Law; Venue; Consent to Jurisdiction: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon

without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

2.21 Termination: This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

The OSFM or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or OSFM, or at such later date as may be established by the OSFM or Contractor, under any of the following conditions:

- a. if State Fire Marshal funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. The Agreement may be modified to accommodate a reduction in funding.
- b. if federal or state laws, rules, 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 Agreement or is no longer eligible for the funding proposed for payments by this Agreement.
- c. if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2.21.1 Default: The OSFM or Contractor, by written notice of default (including breach of contract) to the other party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

- a. if the other party fails to provide services called for by this Agreement within the time specified herein or extension thereof; or,
- b. if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

2.22 Approval Authority: Contractor representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.

2.23 Insufficient Funds: The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the OSFM to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

2.24 Written Notifications: Any written notifications required for the administration of this agreement shall be sent to the following:

Office of State Fire Marshal
4760 Portland Rd. NE
Salem, OR 97305

City of Gresham/Multnomah County
c/o Gresham Fire Department
1333 NW Eastman Parkway
Gresham, OR 97030

2.25 Merger; Waiver: This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective on in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a wavier by OSFM of that or any other provision.

2.26 Remedies: In the event that Contractor violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

EXHIBIT A

Regional Teams Map and Primary Response Area Boundary Description

HazMat 3/Gresham-Multnomah County - Beginning at the Columbia River at the City of Gresham's western boundary, south along the Gresham service boundary to the Clackamas County line, then west of the Clackamas county line to the Willamette River. South along the Willamette to the northern boundary of Canby Fire District. Continue east, south and west along the Canby RFD boundary to Highway 99E. South along Highway 99E to the Clackamas/Marion County line. South and east on Clackamas County border to the western boundary of the Warm Springs Indian Reservation. North and East on Warm Springs border to Highway 26 at its junction with Highway 216. East on Highway 216 to the Wasco Sherman County line then south and east along the Wasco County line to the John Day River. North along John Day River to the Columbia River. West on Columbia River to the point of beginning.

EXHIBIT B

INVENTORY OF OSFM-PROVIDED VEHICLES AND EQUIPMENT

Inventory for HM03 as of 06/01/05

<i>Team</i>	<i>Description</i>	<i>OSFM #</i>
<i>HM03 Gresham</i>	128 Channel Radio - UHF	ER0531
	128 Channel Radio - VHF	ER0512
	14 Gal Overpack Drum	
	3 1/8" Hole Saw	
	3 1/8" Hole Saw	
	30 Gal Overpack Drum	
	35mm Camera-Olympus	ER0071
	4 H Gloves	
	55 Gal Overpack Drum	
	800 MHz Watt Radio & Base Station	
	95 Gal Overpack Drum	
	AdvanceTec 4 Charger/conditioner wall mounted	
	Air Bag System	ER2783
	Air Drill w/Drill Bit, Auto Oiler	ER2119
	Air Hose w/Regulator 3/8" x 50'	
	Air Hose w/Regulator 3/8" x 50'	
	American Railroad Emergency Action Guide / Emergency Action Guides, 1997	
	APD 2000	0052
	Arc Joint Pliers	
	Aviation Shears, Left	
	Aviation Shears, Right	
	Aviation Shears, Straight	
	Bag Phone	
	Basic 215 Piece Set	
	Binoculars	ER0181
	Bolt Cutters - 18"	
	Bunker Boots - 7 pr	
	Calculator	ER0082
	Canon 3 in 1 Printer	
	Canon PC-6RE Copier w/Cartridge	
	CD-V777-1 Radiation Detection Set	
CD-V777-1 Radiation Detection Set		
CD-V777-1 Radiation Detection Set		
Chain Saw		

<i>Description</i>	<i>OSFM #</i>
Chemical Resistant Boots - 24 pr assorted sized	
Chemtex Sijal, 1992, - 36 ea assorted sizes	
Chisel & Punch Set	
Chlorine Kit "A"	ER1132
Chlorine Kit "B"	ER1136
Chlorine Kit "C"	ER1137
CHRIS Response Methods Handbook	
Color Monitor 17"	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Compaq 17" Flat Panel Monitor	0131
Compaq Advanced Port Replicator	0151
Compaq EVO N800C Laptop	0106
Compaq Monitor Stand	0133
COMPUTER; Dell Inspiron 5100 Laptop	25700-03504
Con-Space Quiet Push-to-Talk	
Convertible Hand Truck	
Copier	
Craftsman 144 Piece Mechanics Set	
Cryogenic	
Cyalume Lights	
DETECTOR; AIM Commander, Multigas Monitor	25700-04739
DETECTOR; AIM Commander, Multigas Monitor	25700-04736
DeWalt Cordless Circular Saw	
Disposable Foot Covers	
Dome Cover Clamps, 3/Set	ER2717
Dome Cover Clamps, 3/Set	ER2716
Drager CDS/HazMat Kit & Test Sets	

<i>Description</i>	<i>OSFM #</i>
Drager Training sets I & V	
Drill	
Drill Index	
Drum Truck	ER0205
Drum Up Ender	ER1005
Duo Safety Ladder	ER2678
DuraFab Comfort Guard III, 1993 - 18 ea	
Earplugs	
Easy-Out/Stud Extractors	
Easy-Out/Stud Extractors	
Effects of Exposure to Toxic Gases, First Aid & Medical Treatment, Third Edition, 1988	
Emergency Handling of Hazardous Materials in Surface Transportation	
Farm Chemicals Handbook & CD	
Firefighter Handbook to Hazardous Materials	
Firefighter Hazardous Materials Reference Book, Second Edition	
Garden Hose w/Nozzle & Adaptor	
Garden Hose w/Nozzle & Adaptor	
Gateway P2-266 Computer	
GATX Tank Car Manual	
Gear Bag - 12 ea	
Gloves, Neoprene	
Ground Meter & Accessories	
Grounding Equipment/Bonding Equipment, 25ft	ER2610
Grounding Equipment/Bonding Equipment, 25ft	ER2610
Grounding Equipment/Bonding Equipment, 50ft	ER2610
Grounding Equipment/Bonding Equipment, 50ft	ER2610
Guide to Occupational Exposure Values, 1999	
Hand Held Portable Radio	ER0335
Hand Held Portable Radio	ER0372
Hand Held Portable Radio	ER0262
Hand Held Portable Radio	ER0353
Hand Held Portable Radio	ER0336
Hand Held Portable Radio	ER0347
Hand Held Portable Radio	ER0358
Hand Held Portable Radio	ER0356
Hand Truck	ER0200
Handbook of Compressed Gases, Fourth Edition, 1999	
Handbook of Health Physics and Radiological Health, Third Edition, 1998	
Hard Hat - 6 ea	
Hawley's Condensed Chemical Dictionary, Thirteenth Edition, 1997	
Hazardous Materials Air Monitoring & Detection Devices, 2002	
HazCat Kit	ER0551

<i>Description</i>	<i>OSFM #</i>
High Pressure Regulator	
HP 6L Laser Printer	
Hydraulic Jack	
Impulse Framing Nailer	
Inflatable Kiddie Pool	
Jane's Chem Bio Handbook, 2001	
Kappler Reflector, 2001 - 4 ea	
Kappler Responder, 2001 - 4 ea	
Lakeland Tychem BR 440 Level B, 2001 - 16 ea	
Lakeland, Dupont, 2001 - 4 ea	
Leaker 6000	
Locking Pliers	
Lockout/Tagout Kit	
M256A1 Kit and Training Kit, 2002	
M8 & M9 Paper, 2001	
MDT Mobile Workstation	
Meger Meter	
Merck Index, Twelfth Edition, 1996	
Micro Cassette Recorder	ER0575
Micro Cassette Recorder	ER0579
Mini Rae 2000	0052
Mobile Telephone	ER2798
Mobile Telephone	ER2797
MSA 261 w/Calibration Equipment, Harness	ER0439
MSA 261 w/Calibration Equipment, Harness	ER0435
MSA SCBA Bottle	ER1772
MSA SCBA Bottle	ER1777
MSA SCBA Bottle	ER1773
MSA SCBA Bottle	ER1776
MSA SCBA Bottle	ER1771
MSA SCBA Bottle	ER1774
MSA SCBA Bottle	ER1775
MSA SCBA Bottle	ER1770
MSA SCBA Frame	ER1767
MSA SCBA Frame	ER1765
MSA SCBA Frame	ER1766
MSA SCBA Frame	ER1764
MSA SCBA Frame	ER1763
MSA SCBA Frame	ER1762
MSA SCBA Frame	ER1769
MSA SCBA Frame	ER1768
MSA SCBA Spare Tank	ER1090
MSA SCBA Spare Tank	ER1084
MSA SCBA Spare Tank	ER1083

<i>Description</i>	<i>OSFM #</i>
MSA SCBA Spare Tank	ER1082
MSA SCBA Spare Tank	ER1095
MSA SCBA Spare Tank	ER1094
MSA SCBA Spare Tank	ER1093
MSA SCBA Spare Tank	ER1085
MSA SCBA Spare Tank	ER1091
MSA SCBA Spare Tank	ER1092
MSA SCBA Spare Tank	ER1086
MSA SCBA Spare Tank	ER1080
MSA SCBA Spare Tank	ER1087
MSA SCBA Spare Tank	ER1081
MSA SCBA Spare Tank	ER1096
MSA SCBA Spare Tank	ER1089
MSA Spectacle Kit	
Multimedia Speakers, set	
NFPA Fire Protection Guide on Hazardous Materials, Twelfth Edition, 1997	
Nomex Coveralls - 33 ea	
NS 2 lb Maul	
NS 55 Gallon Drum Bung Wrench	
NS 55 Gallon Drum Bung Wrench	
NS Crescent Wrench - 12"	
NS Dead Blow Hammer	
NS Pinch Bar - 18"	
NS Pipe Wrench - 24"	
NS Pipe Wrench - 24"	
NS Pipe Wrench - 36"	
NS Pipe Wrench - 36"	
NS Scraper	
NS Screw Driver - Straight Tip, Large	
ODOT Emergency Response Guidebook, 2000	
Open End/Box End Wrenches, LG - 6 ea	
OREIS, 2001	
Pacesetter II Replacement Gloves	
Pager	

<i>Description</i>	<i>OSFM #</i>
Pager	
Pestline, Material Safety Data Sheet for Pesticides and Related Chemicals, 2 vol, First Edition PH Paper	
Plastic Milk Crate - 5 ea	
Pliers	
Pocket Guide to Chemical Hazards, 1997	
Polaroid Land Camera	ER0075
Polycarb Face Shield	
Polycarb Face Shield	
Porta Potty	
Portable FAX Machine	ER1791
Preparing for Biological Terrorism, 2002	
Preparing for Terrorism, 2002	
Pro Pak Foam Applicator	
Proxima Projector & Case	
Pry Bar, 54"	
Pulaski	
Pulaski	
Putty Knife	
PVC	
Radio, Act 6 Unit Radio Rack	
Radio, Charger, Travel Motorola HT1550xls	
Radio, Charger, Travel Motorola HT1550xls	
Radio, I Charge 6bay Unit	0487
Radio, Portable Motorola, HT1250 VHF	0480
Radio, Portable Motorola, HT1250 VHF	0479
Radio, Portable Motorola, HT1250 VHF	0484
Radio, Portable Motorola, HT1250 VHF	0485
Radio, Portable Motorola, HT1250 VHF	0483
Radio, Portable Motorola, HT1250 VHF	0482

<i>Description</i>	<i>OSFM #</i>
Radio, Portable Motorola, HT1250 VHF	0481
Radio, Portable Motorola, HT1250 VHF	0486
Ranger Firefighting Boots - 6 pr	
Response Vehicle w/Generator and Cascade System	
Rotary Rescue Saw	ER1636
Rubber Gloves	
Sawzall & Drill Pack - 24v	
Sax's Dangerous Properties of Industrial Materials, 3 vol, Tenth Edition, 1999	
SCBA Bottle	ER0753
SCBA Bottle	ER0754
SCBA Bottle	ER0752
SCBA Bottle	ER0757
SCBA Bottle	ER0751
SCBA Bottle	ER0755
SCBA Bottle	ER0756
SCBA Bottle	ER0758
SCBA Pack	ER0765
SCBA Pack	ER0767
SCBA Pack	ER0770
SCBA Pack	ER0771
SCBA Pack	ER0766
SCBA Pack	ER0769
SCBA Pack	ER0764
SCBA Pack	ER0768
SCBA Spare Tank	ER1063
SCBA Spare Tank	ER1061
SCBA Spare Tank	ER1060
SCBA Spare Tank	ER1059
SCBA Spare Tank	ER1058
SCBA Spare Tank	ER1057
SCBA Spare Tank	ER1055
SCBA Spare Tank	ER1050
SCBA Spare Tank	ER1054
SCBA Spare Tank	ER1053
SCBA Spare Tank	ER1052
SCBA Spare Tank	ER1062
SCBA Spare Tank	ER1051
SCBA Spare Tank	ER1049
SCBA Spare Tank	ER1064
SCBA Spare Tank	ER1056
Scissors	
Scoop Shovel (4 ea) - Aluminum	
Screwdriver set	

<i>Description</i>	<i>OSFM #</i>
Sensidyne Detection Kit	ER1370
Shovel, round point - 2 ea	
Shovel, square point - 2 ea	
Single Charger	ER1172
Single Charger	ER1173
Sony Digital Camera, 128 & 16 mg Mem Stick, Chgr, Floppy Adapter	
Sony Video Camera & Tripod	ER0413
SPECTROMETER; Portable I.R.	25700-03503
Spil-fyter	
Spotting Scope	ER0189
State Clandestine Lab Book	
Stream-light Lantern	ER2692
Stream-light Lantern	ER2693
Terrorism Handbook for Operational Responders, 2002	
Tire Chains, Cable Singles	
Tire Chains, Link Singles	
Tool Box - 4 ea	
Tracing Dye (solid and liquid)	
Traffic Cones, 10	ER1745
Trelleborg 1991	ER1821
Trelleborg 1991	ER1820
Trelleborg 1991	ER1816
Trelleborg 1991	ER1818
Trelleborg 1991	ER1817
Trelleborg 1991	ER1819
Trelleborg Repair Kit	ER2500
Trelleborg Test Kit	ER1850
Turnouts, Full Firefighting w/Nomex Hoods - 16 ea	
UPS	ER1704
Utility Knife	
Vetter Inductor	
Victoreen	
Viking Magnets	
Weather PAK	ER1746
Weather Station	ER1352
Wheel Chocks, set of 2	
Wheel Chocks, set of 2	
Wildon Pump Mdl 200 w/Hose Kit	
Wire Brush	
ZODI Quick Hut Shower	

EXHIBIT C

**ESTIMATED COST OF STATE-PROVIDED EQUIPMENT
TO BE PURCHASED
2005-2007 Biennium Funding**

Funds for approved equipment purchases are available under this Agreement as follows:

Training Equipment, Materials and Supplies \$1000.00

Replacement of capital equipment and expendable items will be provided as necessary, by prior approval of the Office of State Fire Marshal, not to exceed a maximum of \$15000.00

Funding Available for Equipment \$16,000.00

EXHIBIT D

TRAINING

2005-2007 Biennium Funding

Funds for approved Technician; Specialty, Recertification, and HazCat training are available under this Agreement as follows:

Funding Available for Training	\$38,376.00
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Contractor may elect to use up to 33% of funding available in this exhibit for the reimbursement of personnel costs incurred as a result of RHMERT employees attending advanced training. Reimbursement for personnel cost during 2005-2007 biennium is not to exceed \$12,799.00.

EXHIBIT E

MEDICAL SURVEILLANCE 2005-2007 Biennium Funding

Funds for approved medical surveillance are available for Contractor RHMERT employees under this Agreement as follows:

Up to 18 personnel may receive medical surveillance exam(s), up to a maximum of \$700 per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 2005-2007 biennium, within. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$700 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

Funding Available for Medical Surveillance

\$12,600.00

EXHIBIT F

Compensation for Vehicles and Apparatus 2005-2007

State to provide the compensation for use of Contractor's vehicles and apparatus in response to a hazardous materials incident at the following rates:

<u>Vehicles</u>	<u>Rate Per Hour</u>
Each engine	\$100.00
Each aerial ladder	150.00
Each utility/staff vehicle	50.00

Contractor Equipment Charges

Cellular/Mobile/SMR Telephone Charge	\$50.00 per incident per phone
--------------------------------------	--------------------------------

Other Associated Costs

Replacement and/or repair costs for damaged and/or expended equipment and supplies will be charged on an actual cost basis.

EXHIBIT G

**CONTRACTOR'S RESPONSE PERSONNEL
2005-2007**

OSFM to provide compensation for Contractor personnel utilized in response to a hazardous materials incident as follows:

Personnel Category

	<u>Rate per hour</u>
Gresham Fire Department	
HazMat Team Member-Non Officer	\$65.10
HazMat Team Member – Officer	\$74.27
HazMat Team Member - Salary	\$83.63
Gresham Police Department	
HazMat Team Member-Non Officer	\$74.42
Multnomah Co. Sheriff Office	
HazMat Team Member-Non Officer	\$77.43
HazMat Team Member – Officer	\$92.55

All other support personnel at actual costs.

Pursuant to section 2.2.2. of this agreement, it is the intent of OSFM and Contractor that if, during the term of this agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in any collective bargaining agreement between Contractor and Contractor's employees, that on the effective date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this agreement and used for purposes of calculating compensation for Contractor's Personnel Response Costs.

EXHIBIT H

**OUTREACH TRAINING
2005-2007 Biennium Funding**

Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.

Funding Available for Outreach Training \$5285.00

EXHIBIT I

Summary - 2005-2007 Biennium Funding Available for Standby Costs

Equipment Purchases - 2005-2007 Biennium Funding - (See Exhibit C)	\$16,000.00
Training - 2005-2007 Biennium Funding - (See Exhibit D)	\$38,376.00
Medical Surveillance - 2005-2007 Biennium Funding - (See Exhibit E)	\$12,600.00
Outreach Training - 2005-2007 Biennium Funding	\$5,285.00
Total 2005-2007 Biennium Funding Available for Standby Costs	\$72,261.00

EXHIBIT J

State's Spill Response Fund

2005-2007 Biennium Funding

\$ 300,000.00

This is the *Total* State's Spill Response Funding limitation available for the 2005-2007 biennium RHMERT services by *all* Contracted RHMERT's. This does *not* guarantee that any Contractor will be reimbursed for any specific amount from the State's Spill Response Fund; only that funding in this amount is available for reimbursement of emergency response team costs is available within the OSFM limitation or appropriation.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this _____ day of _____, 2006

**Nancy Orr
State Fire Marshal**

On Behalf of Multnomah County

Dated this _____ day of _____, 2006

Signature _____
Printed Name Diane M. Linn
Title County Chair
Address 501 SE Hawthorne Blvd., Suite 600
City Portland Zip 97214

On Behalf of Multnomah County Sheriff

Dated this 2nd day of February, 2006

Signature Sheriff Bernie Giusto by TM
Printed Name Bernie Giusto
Title Sheriff
Address 501 SE Hawthorne Blvd., Suite 350
City Portland Zip 97214

On Behalf of _____

Dated this _____ day of _____, 2006

Signature _____
Printed Name _____
Title _____
Address _____
City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 2006

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 2006

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ day of _____, 2006

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this ____ **day of** _____, **2006**

Signature _____

Printed Name _____

Title _____

Address _____

City _____ **Zip** _____

On Behalf of _____

Dated this ____ **day of** _____, **2006**

Signature _____

Printed Name _____

Title _____

Address _____

City _____ **Zip** _____

On Behalf of _____

Dated this ____ **day of** _____, **2006**

Signature _____

Printed Name _____

Title _____

Address _____

City _____ **Zip** _____

ADDENDUM #1
Hourly Personnel Response Rate
Calculation Worksheet

NON-OFFICER-GRESHAM FIREFIGHTER

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for non-officer team members.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member who is not an officer.

BASE SALARY	\$31.64
Regular hourly rate $\$21.09 \times 1 \frac{1}{2} =$	
INSURANCE/BENEFITS	\$4.47
Premium paid per month $\div 240$ hours worked per month =	
PERS 17.38%	\$5.50
Employer's contribution paid per month $\div 240$ hours worked per month =	
WORKERS COMP INSURANCE*	\$.54
Base hourly rate $31.64 \times .018 =$	
FICA* (Medicare 1.45%, OASDI 6.2%)	
Base hourly rate $31.64 \times 7.65\% =$	\$2.42
UNEMPLOYMENT TAX**	\$.08
Base hourly rate $29.82 \times \underline{\hspace{1cm}}\% =$	
PAYROLL TAX** Tri-Met	\$.20
Base hourly rate $29.82 \times .6218\% =$	
INCENTIVE/PREMIUM PAY	\$4.67
Incentive pay paid per month $\div 240$ hours worked per month =	
RESPONSE AVAILABILITY RATE	<u>\$15.5788</u>
TOTAL HOURLY RATE	\$65.0988

* Percentage for calculation provided by Allison Wagner, Oregon State Payroll System, effective January 1, 2005.

** Unemployment and Payroll Taxes are local taxes, which, if applicable, are calculated by the percentage allowed by local laws.

Hourly Personnel Response Rate
Calculation Worksheet

OFFICER (Eligible for Overtime)-GRESHAM FIRE

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for team members who are officers eligible for overtime.

NOTE: Base Hourly Rate/ Officer is calculated at the overtime rate for the highest paid, technician trained team member who is an officer.

BASE SALARY	\$38.09
Regular hourly rate $25.39 \times 1 \frac{1}{2} =$	
INSURANCE/BENEFITS	\$4.47
Premium paid per month $\div 240$ hours worked per month =	
PERS – 17.38%	\$6.62
Employer’s contribution paid per month $\div 240$ hours worked per month =	
WORKERS COMP INSURANCE*	\$.65
Base hourly rate $38.09 \times .018 =$	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	
Base hourly rate $38.09 \times 7.65\% =$	\$2.91
UNEMPLOYMENT TAX**	\$.08
Base hourly rate $38.09 \times \underline{\hspace{1cm}}\% =$	
PAYROLL TAX** - TriMet	\$.25
Base hourly rate $38.09 \times .6218\% =$	
INCENTIVE/PREMIUM PAY – 14.5%	\$5.62
Incentive pay paid per month $\div 240$ hours worked per month =	
<u>RESPONSE AVAILABILITY RATE</u>	<u>\$15.5788</u>
TOTAL HOURLY RATE	\$74.2688

* Percentage for calculation provided by Allison Wagner, Oregon State Payroll System, effective January 1, 2005.

** Unemployment and Payroll Taxes are local taxes, which, if applicable, are calculated by the percentage allowed by local laws.

ADDENDUM #1
 Hourly Personnel Response Rate
 Calculation Worksheet

OFFICER/Salaried (Not Eligible for Overtime)-GRESHAM FIRE

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for team members who are officers, but not eligible for overtime.

NOTE: Base Hourly Rate/Salaried Officer is calculated at the hourly salary rate of the highest paid, technician trained team member who is an officer.

BASE SALARY	\$43.82
Regular hourly rate =	
INSURANCE/BENEFITS	\$5.70
Premium paid per month ÷ 173 hours worked per month =	
PERS – 17.38%	\$7.62
Employer's contribution paid per month ÷ 173 hours worked per month =	
WORKERS COMP INSURANCE*	\$.74
Base hourly rate 43.82 x .018 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	
Base hourly rate 43.82 x 7.65% =	\$3.35
UNEMPLOYMENT TAX**	\$.08
Base hourly rate 43.82 x _____ % =	
PAYROLL TAX** Tri-Met	\$.28
Base hourly rate 43.82x .6318% =	
INCENTIVE/PREMIUM PAY –14.5%	\$6.46
Incentive pay paid per month ÷ 173 hours worked per month =	
RESPONSE AVAILABILITY RATE	<u>\$15.5788</u>
TOTAL HOURLY RATE	<u>\$83.6288</u>

* Percentage for calculation provided by Allison Wagner, Oregon State Payroll System, effective January 1, 2005.

** Unemployment and Payroll Taxes are local taxes, which, if applicable, are calculated by the percentage allowed by local laws.

Hourly Personnel Response Rate
Calculation Worksheet

NON-OFFICER-GRESHAM POLICE

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for non-officer team members.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member who is not an officer.

BASE SALARY	\$41.70
Regular hourly rate $27.80 \times 1 \frac{1}{2} =$	
INSURANCE/BENEFITS	\$5.65
Premium paid per month \div 173 hours worked per month =	
PERS 17.38 %	\$7.25
Employer's contribution paid per month \div 173 hours worked per month =	
WORKERS COMP INSURANCE*	\$.71
Base hourly rate $41.70 \times .018 =$	
FICA* (Medicare 1.45%, OASDI 6.2%)	
Base hourly rate $41.70 \times 7.65\% =$	\$3.19
UNEMPLOYMENT TAX**	\$.08
Base hourly rate $41.70 \times \underline{\hspace{1cm}}\% =$	
PAYROLL TAX**Tri-Met	\$.26
Base hourly rate $41.70 \times 6318\% =$	
INCENTIVE/PREMIUM PAY -	\$0
Incentive pay paid per month \div 173 hours worked per month =	
RESPONSE AVAILABILITY RATE	<u>\$15.5788</u>
TOTAL HOURLY RATE	\$74.4188

* Percentage for calculation provided by Allison Wagner, Oregon State Payroll System, effective January 1, 2005.

** Unemployment and Payroll Taxes are local taxes, which, if applicable, are calculated by the percentage allowed by local laws.

Hourly Personnel Response Rate
Calculation Worksheet

Deputy (Eligible for Overtime) - MCSO

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for team members who are deputies eligible for overtime.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member who is not an officer.

BASE SALARY	\$41.94
Regular hourly rate 27.96 x 1 ½ =	
INSURANCE/BENEFITS – 5.9%	\$2.48
Premium paid per month ÷ _____ hours worked per month =	
PERS and PERS Bond Surcharge	\$10.36
Employer’s contribution paid per month ÷ _____ hours worked per month = PERS @ 19.45% and PERS Bond Surcharge @ 5.25%x41.94 (OT Rate)	
WORKERS COMP INSURANCE*	\$.70
Base hourly rate 41.94 x .015 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	
Base hourly rate 41.94 x 7.65% =	\$3.21
UNEMPLOYMENT TAX**	\$.38
Base hourly rate 41.94 x .9% =	
PAYROLL TAX**	\$.26
Base hourly rate 41.94 x .622% =	
INCENTIVE/PREMIUM PAY –	\$2.52
Incentive pay paid per month ÷ 173 hours worked per month =6% x41.94	
<u>RESPONSE AVAILABILITY RATE</u>	<u>\$15.5788</u>
TOTAL HOURLY RATE	\$77.43

* Percentage for calculation provided by Allison Wagner, Oregon State Payroll System, effective January 1, 2005.

** Unemployment and Payroll Taxes are local taxes, which, if applicable, are calculated by the percentage allowed by local laws.

Hourly Personnel Response Rate
Calculation Worksheet

OFFICER/ (Eligible for Overtime) - MCSO

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for team members who are officers eligible for overtime.

NOTE: Base Hourly Rate/MCSO Officer is calculated at the hourly overtime rate of the highest paid, technician trained team member who is officer eligible.

BASE SALARY	\$52.19
Regular hourly rate 34.79 x 1 ½ =	
INSURANCE/BENEFITS 5.9%	\$3.08
Premium paid per month ÷ _____ hours worked per month =	
PERS and PERS Bond Surcharge	\$12.89
Employer's contribution paid per month ÷ _____ hours worked per month = PERS @ 19.45% and PERS Bond Surcharge @ 5.25%x41.94 (OT Rate)	
WORKERS COMP INSURANCE*	\$.87
Base hourly rate 52.19 x .0165 =	
<u>FICA* (Medicare 1.45%, OASDI 6.2%)</u>	
Base hourly rate 52.19 x 7.65% =	\$4.00
UNEMPLOYMENT TAX**	\$.47
Base hourly rate 52.19 x .9% =	
PAYROLL TAX**	\$.33
Base hourly rate 52.19 x .622% =	
INCENTIVE/PREMIUM PAY –	3.14
Incentive pay paid per month ÷ 173 hours worked per month =6% x 52.19	
RESPONSE AVAILABILITY RATE	<u>\$15.5788</u>
TOTAL HOURLY RATE	\$92.55

* Percentage for calculation provided by Allison Wagner, Oregon State Payroll System, effective January 1, 2005.

** Unemployment and Payroll Taxes are local taxes, which, if applicable, are calculated by the percentage allowed by local laws.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/16/06
 Agenda Item #: C-3
 Est. Start Time: 9:30 AM
 Date Submitted: 02/03/06

BUDGET MODIFICATION:

Agenda Title: Government Revenue Contract Amendment (190 Agreement) 0506136-1 with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team Services

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

Date Requested: <u>February 16, 2006</u>	Time Requested: <u>N/A</u>
Department: <u>Sheriff's Office</u>	Division: <u>Enforcement</u>
Contact(s): <u>Brad Lynch</u>	
Phone: <u>503-988-4336</u> Ext. <u>84336</u>	I/O Address: <u>503-350</u>
Presenter(s): <u>Consent Calendar</u>	

General Information

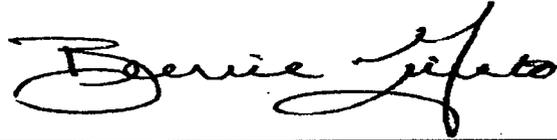
1. **What action are you requesting from the Board?**
 Approval of government contract amendment 0506136-1.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 The original contract included references to a response vehicle; the vehicle was listed on the inventory list of vehicles and equipment provided to the hazardous response team by the Oregon State Fire Marshal. The amendment removes the response vehicle from the inventory list.
3. **Explain the fiscal impact (current year and ongoing).**
 None.
4. **Explain any legal and/or policy issues involved.**
 The County Attorney has reviewed the Agreement.

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

None, other than those stated above.

Required Signatures

**Department/
Agency Director:**



Date: 02/02/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

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

Contract #: 0506136
Amendment #: 1

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

Department: Sheriff's Office Division/Program: Enforcement Date: 01/18/06
 Originator: Sgt. Jason Gates Phone: 503-255-3600 Bldg/Room: 313
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Room: 503/350

Description of Contract: Amendment to emergency hazardous materials response funding IGA.

RENEWAL: PREVIOUS CONTRACT #(S) 0210297, 800788 EEO CERTIFICATION EXPIRES _____

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

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

Contractor	State of Oregon Fire Marshal			Remittance address (if different)	
Address	4760 Portland Road NE				
City/State	Salem, OR				
ZIP Code	97305			Payment Schedule / Terms:	
Phone	503-373-1540			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Employer ID# or SS#				<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Contract Effective Date	<u>07/01/05</u>	Term Date	<u>06/30/07</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Amendment Effect Date	<u>03/01/06</u>	New Term Date	<u>06/30/07</u>	<input checked="" type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Original Contract Amount	\$ _____	Original PA/Requirements Amount	\$ 28,000.00		
Total Amt of Previous Amendments	\$ _____	Total Amt of Previous Amendments	\$ _____		
Amount of Amendment	\$ _____	Amount of Amendment	\$ 0		
Total Amount of Agreement \$	\$ _____	Total PA/Requirements Amount	\$ 28,000.00		

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
County Attorney <u>J. A. W.</u>	DATE <u>01-25-06</u>
CPCA Manager _____	DATE _____
County Chair _____	DATE _____
Sheriff <u>Sheriff Bernie Huss by me</u>	DATE <u>02-02-06</u>
Contract Administration _____	DATE _____

COMMENTS: _____

**INTERGOVERNMENTAL SERVICE AGREEMENT AMENDMENT #1
FOR
REGIONAL HAZARDOUS MATERIALS
EMERGENCY RESPONSE TEAM SERVICES**

This is amendment #1, amending agreement number 30004290 between the State of Oregon, acting by and through the Office of State Fire Marshal (hereinafter "OSFM") and the City of Gresham and Multnomah County (hereinafter "Contractor") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390. Contractor is designated as HazMat 03 for the purpose of identification within the Regional Hazardous Materials Emergency Response Team system. The parties hereby agree to the following:

2.2.1 Contractor Stand-by Costs: Contractor shall be compensated by the OSFM under this Agreement for its OSFM approved stand-by costs. Such stand-by costs include:

Specialized Training Costs: The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" and if approved by the OSFM in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, and per diem/travel expenses at OSFM approved rates. With prior approval by the OSFM, up to one-third of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending training.

Medical Surveillance: The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations. Additionally, the OSFM will provide funding from the State's Spill Response Fund for exposure exams where no responsible party or parties is identified.

Equipment Loans: The OSFM agrees to loan the Contractor emergency response equipment as specified in Exhibit "B" of this Agreement. Equipment and materials will be provided by the OSFM as specified in Exhibit "C" of this Agreement.

Level A/B Personal Protective Equipment (PPE) Acquisition: Contractor shall be exclusively responsible for its selection of PPE suits, suit types or models to meet its own specific needs, and the OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor's choice of suits, their safety or reliability, or their testing or maintenance. The OSFM will pay for, and Contractor is authorized to purchase, only PPE suits that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.

Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapter 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in contracting for the acquisition of the suits. The suits shall be procured according to the procedure established in Standard Operating Guideline T021. Upon their acquisition, the suits become part of the state-owned equipment on loan to the Contractor as specified in Exhibit "B" of this agreement.

2.2.4 Billing System: Contractor will notify OSFM Regional Teams Operations Manager at (503) 373-1540, ext. 227 within 24 hours of a hazardous materials emergency response. An OSFM incident number will be assigned to the response at that time. Contractor shall leave a voice-mail message if notification is made after business hours. Contractor call will be returned the next business day. Contractor will provide an estimate of team response costs to the OSFM within 10 working days of the response. An expenditure report and invoice shall be submitted to the OSFM within 30 days of the response. Contractor claim for reimbursement shall be on OSFM approved forms and shall contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits.

The State shall bill the responsible party or parties within 30 days of receipt of Contractor invoice. The OSFM agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor team response costs shall be collected by the OSFM from the responsible party or parties before payment is made to the Contractor. Where payment has not been received by the OSFM within 30 days after the second billing to the responsible party or parties, then the Contractor approved team response costs shall be paid to the Contractor from the State Spill Response Fund. In no case shall the OSFM payment to the Contractor exceed 63 days after receipt of the Contractor invoice by OSFM, provided responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

Billing for State Owned Equipment Only: All responses to incidents utilizing state owned equipment will be billed for state owned equipment use only, including those incidents within the Contractor local jurisdiction. A statement for equipment used will be prepared by the Office of State Fire Marshal, and forwarded to the identified responsible party any time state owned equipment is used for hazmat response. If there is no responsible party identified, the local first responder will not be billed for the use of the equipment.

Option for Waiver: The Contractor shall have the option of requesting a waiver of state owned equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition the Contractor may request a waiver of charges when there are extenuating circumstances, which would preclude a billing to the responsible party or parties. Requests for waiver will be subject to review and approval by the State Fire Marshal.

Billing for Personnel and Non State-Owned Vehicles/Incidents not meeting OSFM Response Criteria: If Contractor opts to bill for personnel cost during a local response not meeting state authorized response criteria, the OSFM will pursue billing for those personnel costs. Those personnel costs will be reimbursed to the Contractor only upon collection from the responsible party or parties, and will not be subject to reimbursement from the State Spill Response Fund.

Priority of Reimbursements: If the OSFM successfully recovers payment from the responsible party or parties it shall first be used to pay the Contractor team response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Fund for the amount previously paid to the Contractor and the OSFM administrative costs. Any remaining funds will be used to pay emergency costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party or parties then the Contractor shall not be required to reimburse the OSFM for payments previously made.

2.10.2 Limitations: Except as provided in Section 2.1.4, this Agreement in no way limits a Contractor from responding with State owned equipment and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

2.11 Indemnification: When performing operations not authorized under ORS 453.374 – 453.390, while using State's equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

2.19 Insurance Coverage:

2.19.6 Physical Damage Clause: Excluding ordinary wear and tear, Contractor is responsible for any physical damage to or loss of, State-owned equipment that is directly attributable to local response, regardless of fault. When Contractor acts under OSFM authority, the OSFM will be responsible for physical damage to or loss of State-owned equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

Office of State Fire Marshal
4760 Portland Rd. NE
Salem, OR 97305

City of Gresham/Multnomah County
c/o Gresham Fire Department
1333 NW Eastman Parkway
Gresham, OR 97030

EXHIBIT B

**INVENTORY OF
OSFM-PROVIDED VEHICLES AND EQUIPMENT**

Inventory for HM03 as of 10/14/05

<i>Team</i>	<i>Description</i>	<i>OSFM #</i>
<i>HM03 Gresham</i>	128 Channel Radio - UHF	ER0531
	128 Channel Radio - VHF	ER0512
	14 Gal Overpack Drum	
	3 1/8" Hole Saw	
	3 1/8" Hole Saw	
	30 Gal Overpack Drum	
	35mm Camera-Olympus	ER0071
	4 H Gloves	
	55 Gal Overpack Drum	
	800 MHz Watt Radio & Base Station	
	95 Gal Overpack Drum	
	AdvanceTec 4 Charger/conditioner wall mounted	
	Air Bag System	ER2783
	Air Drill w/Drill Bit, Auto Oiler	ER2119
	Air Hose w/Regulator 3/8" x 50'	
	Air Hose w/Regulator 3/8" x 50'	
	American Railroad Emergency Action Guide / Emergency Action Guides, 1997	
	APD 2000	0052
	Arc Joint Pliers	
	Aviation Shears, Left	
	Aviation Shears, Right	
	Aviation Shears, Straight	
	Bag Phone	
	Basic 215 Piece Set	
	Binoculars	ER0181
	Bolt Cutters - 18"	
	Bunker Boots - 7 pr	
	Calculator	ER0082
	Canon 3 in 1 Printer	
	Canon PC-6RE Copier w/Cartridge	
	Chain Saw	

Chemical Resistant Boots - 24 pr assorted sized	
Chemtex Sijal, 1992, - 36 ea assorted sizes	
Description	OSFM #
Chisel & Punch Set	
Chlorine Kit "A"	ER1132
Chlorine Kit "B"	ER1136
Chlorine Kit "C"	ER1137
CHRIS Response Methods Handbook	
Color Monitor 17"	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Com Space Motorola Interface cables w/throat mic & ear cable	
Compaq 17" Flat Panel Monitor	0131
Compaq Advanced Port Replicator	0151
Compaq EVO N800C Laptop	0106
Compaq Monitor Stand	0133
COMPUTER; Dell Inspiron 5100 Laptop	25700-03504
Convertible Hand Truck	
Craftsman 144 Piece Mechanics Set	
Cryogenic	
Cyalume Lights	
DETECTOR; AIM Commander, Multigas Monitor	25700-04739
DETECTOR; AIM Commander, Multigas Monitor	25700-04736
DeWalt Cordless Circular Saw	
Disposable Foot Covers	
Dome Cover Clamps, 3/Set	ER2717
Dome Cover Clamps, 3/Set	ER2716
Drager CDS/HazMat Kit & Test Sets	
Drager Training sets I & V	
Drill	
Drill Index	
Drum Truck	ER0205
Drum Up Ender	ER1005
Duo Safety Ladder	ER2678
DuraFab Comfort Guard III, 1993 - 18 ea	
Earplugs	
Easy-Out/Stud Extractors	
Easy-Out/Stud Extractors	

Effects of Exposure to Toxic Gases, First Aid & Medical Treatment, Third Edition, 1988

Description

OSFM #

Emergency Handling of Hazardous Materials in Surface Transportation	
Farm Chemicals Handbook & CD	
Firefighter Handbook to Hazardous Materials	
Firefighter Hazardous Materials Reference Book, Second Edition	
Garden Hose w/Nozzle & Adaptor	
Garden Hose w/Nozzle & Adaptor	
Gateway P2-266 Computer	
GATX Tank Car Manual	
Gear Bag - 12 ea	
Gloves, Neoprene	
Ground Meter & Accessories	
Grounding Equipment/Bonding Equipment, 25ft	ER2610
Grounding Equipment/Bonding Equipment, 25ft	ER2610
Grounding Equipment/Bonding Equipment, 50ft	ER2610
Grounding Equipment/Bonding Equipment, 50ft	ER2610
Guide to Occupational Exposure Values, 1999	
Hand Truck	ER0200
Handbook of Compressed Gases, Fourth Edition, 1999	
Handbook of Health Physics and Radiological Health, Third Edition, 1998	
Hard Hat - 6 ea	
Haskel Breathing Air Booster Pump	ER1813
Hawley's Condensed Chemical Dictionary, Thirteenth Edition, 1997	
Hazardous Materials Air Monitoring & Detection Devices, 2002	
HazCat Kit	ER0551
High Pressure Regulator	
HP 6L Laser Printer	
Hydraulic Jack	
Impulse Framing Nailer	
Inflatable Kiddie Pool	
Jane's Chem Bio Handbook, 2001	
Kappler Reflector, 2001 - 4 ea	
Kappler Responder, 2001 - 4 ea	
Lakeland Tychem BR 440 Level B, 2001 - 16 ea	
Lakeland, Dupont, 2001 - 4 ea	
Leaker 6000	
Locking Pliers	
Lockout/Tagout Kit	
M256A1 Kit and Training Kit, 2002	
M8 & M9 Paper, 2001	
MDT Mobile Workstation	
Meger Meter	
Merck Index, Twelfth Edition, 1996	

Micro Cassette Recorder	ER0575
<i>Description</i>	<i>OSFM #</i>
Micro Cassette Recorder	ER0579
Mini Rae 2000	0052
MSA 261 w/Calibration Equipment, Harness	ER0439
MSA 261 w/Calibration Equipment, Harness	ER0435
MSA SCBA Bottle	ER1772
MSA SCBA Bottle	ER1777
MSA SCBA Bottle	ER1773
MSA SCBA Bottle	ER1776
MSA SCBA Bottle	ER1771
MSA SCBA Bottle	ER1774
MSA SCBA Bottle	ER1775
MSA SCBA Bottle	ER1770
MSA SCBA Frame	ER1767
MSA SCBA Frame	ER1765
MSA SCBA Frame	ER1766
MSA SCBA Frame	ER1764
MSA SCBA Frame	ER1763
MSA SCBA Frame	ER1762
MSA SCBA Frame	ER1769
MSA SCBA Frame	ER1768
MSA SCBA Spare Tank	ER1090
MSA SCBA Spare Tank	ER1084
MSA SCBA Spare Tank	ER1083
MSA SCBA Spare Tank	ER1082
MSA SCBA Spare Tank	ER1095
MSA SCBA Spare Tank	ER1094
MSA SCBA Spare Tank	ER1093
MSA SCBA Spare Tank	ER1085
MSA SCBA Spare Tank	ER1091
MSA SCBA Spare Tank	ER1092
MSA SCBA Spare Tank	ER1086
MSA SCBA Spare Tank	ER1080
MSA SCBA Spare Tank	ER1087
MSA SCBA Spare Tank	ER1081
MSA SCBA Spare Tank	ER1096
MSA SCBA Spare Tank	ER1089
MSA Spectacle Kit	
Multimedia Speakers, set	
NFPA Fire Protection Guide on Hazardous Materials, Twelfth	

Edition, 1997

Description

OSFM #

Nomex Coveralls - 33 ea	
NS 2 lb Maul	
NS 55 Gallon Drum Bung Wrench – 2 EA	
NS Crescent Wrench - 12"	
NS Dead Blow Hammer	
NS Pinch Bar - 18"	
NS Pipe Wrench - 24" – 2 EA	
NS Pipe Wrench - 36" – 2 EA	
NS Scraper	
NS Screw Driver - Straight Tip, Large	
ODOT Emergency Response Guidebook, 2000	
Open End/Box End Wrenches, LG - 6 ea	
OREIS, 2001	
Pacesetter II Replacement Gloves	
Pager – 20 EA	
Pestline, Material Safety Data Sheet for Pesticides and Related Chemicals, 2 vol, First Edition	
PH Paper	
Plastic Milk Crate - 5 ea	
Pliers	
Pocket Guide to Chemical Hazards, 1997	
Polaroid Land Camera	ER0075
Polycarb Face Shield – 2 EA	
Porta Potty	
Portable FAX Machine	ER1791
Preparing for Biological Terrorism, 2002	
Preparing for Terrorism, 2002	
Pro Pak Foam Applicator	
Proxima Projector & Case	
Pry Bar, 54"	
Pulaski – 2 EA	
Putty Knife	
PVC	
Radio, Act 6 Unit Radio Rack	
Radio, Charger, Travel Motorola HT1550xls	
Radio, Charger, Travel Motorola HT1550xls	
Radio, I Charge 6bay Unit	0487
Radio, Portable Motorola, HT1250 VHF	0480
Radio, Portable Motorola, HT1250 VHF	0479
Radio, Portable Motorola, HT1250 VHF	0484
Radio, Portable Motorola, HT1250 VHF	0485
Radio, Portable Motorola, HT1250 VHF	0483
Radio, Portable Motorola, HT1250 VHF	0482
Radio, Portable Motorola, HT1250 VHF	0481

Radio, Portable Motorola, HT1250 VHF	0486
Description	OSFM #
Ranger Firefighting Boots - 6 pr	
Rotary Rescue Saw	ER1636
Rubber Gloves	
Sawzall & Drill Pack - 24v	
Sax's Dangerous Properties of Industrial Materials, 3 vol, Tenth Edition, 1999	
Scissors	
Scoop Shovel (4 ea) - Aluminum	
Screwdriver set	
Sensidyne Detection Kit	ER1370
Shovel, round point - 2 ea	
Shovel, square point - 2 ea	
Single Charger	ER1172
Single Charger	ER1173
Sony Digital Camera, 128 & 16 mg Mem Stick, Chgr, Floppy Adapter	
Sony Video Camera & Tripod	ER0413
SPECTROMETER; Portable I.R.	25700-03503
Spil-fyter	
Spotting Scope	ER0189
State Clandestine Lab Book	
Stream-light Lantern	ER2692
Stream-light Lantern	ER2693
Terrorism Handbook for Operational Responders, 2002	
Tool Box - 4 ea	
Tracing Dye (solid and liquid)	
Traffic Cones, 10	ER1745
Turnouts, Full Firefighting w/Nomex Hoods - 16 ea	
UPS	ER1704
Utility Knife	
Vetter Inductor	
Victoreen	
Viking Magnets	
Weather PAK	ER1746
Weather Station	ER1352
Wheel Chocks, set of 2	
Wheel Chocks, set of 2	
Wildon Pump Mdl 200 w/Hose Kit	
Wire Brush	
ZODI Quick Hut Shower	

EXHIBIT F

Compensation for Vehicles and Apparatus 2005-2007

State to provide the compensation for use of Contractor's vehicles and apparatus in response to a hazardous materials incident at the following rates:

<u>Vehicles</u>	<u>Rate Per Hour</u>
Each engine	\$100.00
Each aerial ladder	150.00
Each utility/staff vehicle	50.00
HazMat Response Vehicle	150.00

Contractor Equipment Charges

Cellular/Mobile/SMR Telephone Charge	\$50.00 per incident per phone
--------------------------------------	--------------------------------

Other Associated Costs

Replacement and/or repair costs for damaged and/or expended equipment and supplies will be charged on an actual cost basis.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this _____ day of _____, 2005

Nancy Orr
State Fire Marshal

On Behalf of _____
Dated this _____ day of _____, 2005

Signature Charles J Becker
Printed Name Charles J Becker
Title Mayor - City of Gresham
Address 1333 NW Eastman Pkwy
City Gresham Zip 97030

On Behalf of Multnomah County

Dated this _____ day of _____,

Signature _____

Diane M. Linn
County Chair
501 SE Hawthorne Blvd., Suite 600
Portland OR 97214

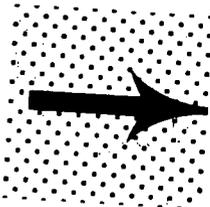
On Behalf of Multnomah County Sheriff

Dated this 2nd day of February, 2006

Signature Sheriff Bernie Giusto by pm

Bernie Giusto
Sheriff
501 SE Hawthorne Blvd., Suite 350
Portland OR 97214

**SIGN
HERE**



On Behalf of _____

Dated this _____ day of _____, 2005

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2005

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2005

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/16/06
Agenda Item #: C-4
Est. Start Time: 9:30 AM
Date Submitted: 02/03/06

BUDGET MODIFICATION: -

Agenda Title: **ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody**

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>N/A</u>
Department:	<u>DCHS</u>	Division:	<u>MHASD</u>
Contact(s):	<u>Jean Dentinger/Debra Myers</u>		
Phone:	<u>(503) 988-5464</u>	Ext.:	<u>27297</u>
		I/O Address:	<u>167/1/520</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

- 1. What action are you requesting from the Board?**
 Requesting adoption of order and approval of designees. The Mental Health and Addiction Services Division is recommending approval of the designees in the accordance with ORS 426.215.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
 Outpatient mental health agencies depend upon certain staff having the ability to assess clients for "Director Designee Custody". This certification allows the designee to direct a police officer or secure transportation provider to take into custody any individual with mental health issues who is found to be dangerous to self or to others. Police then transport the individual to a hospital or other approved treatment facility for further evaluation. As agencies experience staffing turnover or increases, new staff needs to be trained and certified as designees.
- 3. Explain the fiscal impact (current year and ongoing).**
 None.
- 4. Explain any legal and/or policy issues involved.**
 In accordance with ORS 426.215.

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

None.

Required Signatures

**Department/
Agency Director:**

Pat Surface

Date: 02/06/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:

Mary Ellen Langston
Joey Hiller
Berje Barrow

Celeste Baskett
Mellissa Sol
Beyene Ogato

Stuart Gaunt
Michael Binks

Sage Goto
Cheryl Cohen

ADOPTED this 16th day of February, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Patrick Henry, Assistant County Attorney



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/16/06
 Agenda Item #: R-1
 Est. Start Time: 9:30 AM
 Date Submitted: 01/30/06

BUDGET MODIFICATION: DCM - 10

Agenda Title: Budget Modification DCM-10 Authorizing Implementation of the Information Technology Reorganization

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>County Management</u>	Division:	<u>IT</u>
Contact(s):	<u>Becky Porter</u>		
Phone:	<u>503-988-3110</u>	Ext.:	<u>83110</u>
		I/O Address:	<u>503/4</u>
Presenter(s):	<u>Becky Porter</u>		

General Information

1. What action are you requesting from the Board?

The department is requesting approval of a budget modification DCM-10 formally implementing the IT reorganization.

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

Several months ago, IT started a reorganization to reduce management overhead and provide more capacity for service delivery to customers. This change also aligns IT resources in a way that allows efficiencies by standardizing processes and technology across departments. The reorganization plan has been completed and this budget modification makes the necessary budget and FTE adjustments to implement it. A summary table has been attached to this packet showing the overall changes by job classification within IT.

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

The reorganization results in budget shifts between personnel services, materials and services, and capital outlay. There is no overall change to the size of IT's budget. There are minor changes to the Risk and Business Services Funds due to expenditure adjustments in IT.

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

IT has worked with County Human Resources for several months on the many steps involved in reclassifying positions to the correct level of each new work assignment and in recruiting for these newly defined positions. Now that the reorganization has been finalized, it is going to the Board for formal approval.

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

This change was presented to the department's CBAC in November, 2005. It was also reviewed with Board Staff and with the BCC as part of the DCM update in November.

ATTACHMENT A

Budget Modification

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

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

Internal Service reimbursements are changed for the Risk Management Fund and Business Services Fund. Risk Fund revenue is decreased by \$21,919 due to lower personal services in the IT division. Business Services Fund revenue is increased by \$35,843 due to increased service reimbursements from IT.

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

Overall size of IT budget does not change. The Risk Management and Business Services Funds change by the amounts described in the question above.

• **What do the changes accomplish?**

Reorganizes IT; Establishes new positions, Eliminates unused positions, and realigns material & services to new IT organization

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

This budget modification eliminates 3.48 FTE management and adds 1.48 FTE represented positions for a net reduction of 2.00 FTE. These adjustments are based on the time these changes are taking effect this year. On an annualized basis, IT is eliminating 12 management and adding 10 represented positions.

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

These costs are covered as described above.

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

No impact on IT revenue. Overall personnel costs to the IT organization should be lower than it otherwise would be without these changes.

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

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

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

ATTACHMENT B

BUDGET MODIFICATION: DCM - 10

Required Signatures

**Department/
Agency Director:**

David G Boyer

Date: 01/30/06

Budget Analyst:

Christy

Date: 01/30/06

Department HR:

Shelly Karkosky

Date: 01/30/06

Countywide HR:

Tami Graves

Date: 01/30/06

IT Positions Ranked by Pay Scale			
	Adopted	Position	New
Management			
	1	CIO	1
	5	IT Manager SR	5
	5	IT Manager 2	10
	8	IT Manager 1	1
	9	IT Supervisor	0
	1	Management Assistant	0
	1	Administrative Services Officer	1
Subtotal	30		18
Represented			
	1	IT Architect	0
	13	System Administrator SR	14
	6	Data Base Administrator SR	9
	0	IT Business Consultant SR	9
	13	Network Administrator SR	13
	4	System Administrator	5
	3	Data Base Administrator	1
	28	Development Analyst SR	27
	0	IT Business Consultant	6
	16	Development Analyst	15
	15.5	Network Administrator	10.5
	8	Desktop Support Spec SR	11
	1	Financial Specialist 2	1
	1	Data Analyst	1
	4	System Operator SR	4
	11.5	Desktop Support Spec	9.5
	6	System Operator	5
	1	Financial Specialist 1	1
	1	Administrative Secretary	1
	1	Office Assistant SR	1
	2	Office Assistant 2	2
Subtotal	136		146
Grand Total	166		164

DCM-10 IT Reorg Bud Mod -
Summary Table

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	72-60	3503	20		709000		60000	430,798	162,626	(268,172)		
2	72-60	3503	20		709000		60130	126,002	47,871	(78,131)		
3	72-60	3503	20		709000		60140	72,132	25,649	(46,483)		
4	72-60	3503	20		709002		60550	1,388,473	2,887,919	1,499,446		
5	72-60	3503	20		709105		60000	159,622	300,763	141,141		
6	72-60	3503	20		709105		60130	48,797	91,079	42,282		
7	72-60	3503	20		709105		60140	36,853	81,331	44,478		
8	72-60	3503	20		709105		60170	6,000	-	(6,000)		
9	72-60	3503	20		709105		60240	113,916	288,065	174,149		
10	72-60	3503	20		709100		60000		100,345	100,345		
11	72-60	3503	20		709100		60130		30,675	30,675		
12	72-60	3503	20		709100		60140		15,348	15,348		
13	72-60	3503	20		709120		60000	446,539	425,944	(20,595)		
14	72-60	3503	20		709120		60130	141,092	134,796	(6,296)		
15	72-60	3503	20		709120		60140	82,926	79,013	(3,913)		
16	72-60	3503	20		709120		60170	168,000	114,450	(53,550)		
17	72-60	3503	20		709120		60240	5,400	4,302	(1,098)		
18	72-60	3503	20		709120		60260	16,625	10,284	(6,341)		
19	72-60	3503	20		709120		60270	720	289	(431)		
20	72-60	3503	20		709120		60290	43,500	38,000	(5,500)		
21	72-60	3503	20		709120		60350	5,983	4,058	(1,925)		
22	72-60	3503	20		709120		60360	8,451	5,634	(2,817)		
23	72-60	3503	20		709120		60365	6,148	4,099	(2,049)		
24	72-60	3503	20		709120		60370	5,074	2,797	(2,277)		
25	72-60	3503	20		709120		60390	3,000	2,000	(1,000)		
26	72-60	3503	20		709120		60440	12,722	8,482	(4,240)		
27	72-60	3503	20		709125		60000	267,382	205,638	(61,744)		
28	72-60	3503	20		709125		60130	81,739	61,711	(20,028)		
29	72-60	3503	20		709125		60140	52,684	36,167	(16,517)		
30	72-60	3503	20		709125		60240	1,500	4,302	2,802		
31	72-60	3503	20		709125		60260	16,000	10,284	(5,716)		
32	72-60	3503	20		709125		60270	-	289	289		
33	72-60	3503	20		709125		60290	10,900	-	(10,900)		
34	72-60	3503	20		709125		60350	2,796	1,074	(1,722)		
35	72-60	3503	20		709125		60370	1,822	2,797	975		

Budget Modification ID:

DCM-10

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
36	72-60	3503	20		709127		60000	66,513	66,513			
37	72-60	3503	20		709127		60130	20,333	20,333			
38	72-60	3503	20		709127		60140	13,149	13,149			
39	72-60	3503	20		709127		60240	-	2,151	2,151		
40	72-60	3503	20		709127		60260	-	5,142	5,142		
41	72-60	3503	20		709127		60270	-	144	144		
42	72-60	3503	20		709127		60290	-	10,900	10,900		
43	72-60	3503	20		709127		60350	-	2,157	2,157		
44	72-60	3503	20		709127		60360	-	2,817	2,817		
45	72-60	3503	20		709127		60365	-	2,049	2,049		
46	72-60	3503	20		709127		60370	-	1,399	1,399		
47	72-60	3503	20		709127		60390	-	1,000	1,000		
48	72-60	3503	20		709127		60440	-	4,241	4,241		
49	72-60	3503	20		709128		60000	134,065	134,065			
50	72-60	3503	20		709128		60130	40,984	40,984			
51	72-60	3503	20		709128		60140	26,366	26,366			
52	72-60	3503	20		709128		60240	-	1,075	1,075		
53	72-60	3503	20		709128		60260	-	2,571	2,571		
54	72-60	3503	20		709128		60270	-	72	72		
55	72-60	3503	20		709128		60350	-	2,314	2,314		
56	72-60	3503	20		709128		60360	-	1,409	1,409		
57	72-60	3503	20		709128		60365	-	1,024	1,024		
58	72-60	3503	20		709128		60370	-	699	699		
59	72-60	3503	20		709128		60390	-	500	500		
60	72-60	3503	20		709128		60440	-	2,120	2,120		
61	72-60	3503	20		709130		60000	313,870	341,102	27,232		
62	72-60	3503	20		709130		60110	35,000	43,335	8,335		
63	72-60	3503	20		709130		60130	106,650	114,975	8,325		
64	72-60	3503	20		709130		60140	57,911	65,933	8,022		
65	72-60	3503	20		709130		60170	50,000	30,150	(19,850)		
66	72-60	3503	20		709130		60240	5,000	4,302	(698)		
67	72-60	3503	20		709130		60260	20,000	10,284	(9,716)		

Budget Modification ID: **DCM-10****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
68	72-60	3503	20		709130		60270	-	289	289		
69	72-60	3503	20		709130		60350	4,436	3,714	(722)		
70	72-60	3503	20		709130		60370	3,073	2,797	(276)		
71	72-60	3503	20		709130		60390	2,500	2,000	(500)		
72	72-60	3503	20		709140		60000	712,931	819,466	106,535		
73	72-60	3503	20		709140		60130	220,388	252,955	32,567		
74	72-60	3503	20		709140		60140	126,279	147,177	20,898		
75	72-60	3503	20		709140		60110	8,000	-	(8,000)		
76	72-60	3503	20		709140		60170	10,000	-	(10,000)		
77	72-60	3503	20		709140		60240	8,202	5,606	(2,596)		
78	72-60	3503	20		709140		60260	42,000	20,568	(21,432)		
79	72-60	3503	20		709140		60270	900	578	(322)		
80	72-60	3503	20		709140		60290	146,201	121,201	(25,000)		
81	72-60	3503	20		709140		60350	8,182	8,636	454		
82	72-60	3503	20		709140		60360	12,677	11,268	(1,409)		
83	72-60	3503	20		709140		60365	9,222	8,197	(1,025)		
84	72-60	3503	20		709140		60370	7,048	5,595	(1,453)		
85	72-60	3503	20		709140		60390	4,500	4,000	(500)		
86	72-60	3503	20		709140		60440	19,083	16,963	(2,120)		
87	72-60	3503	20		709151		60240	9,074	2,151	(6,923)		
88	72-60	3503	20		709151		60260	14,000	5,142	(8,858)		
89	72-60	3503	20		709151		60270	-	144	144		
90	72-60	3503	20		709151		60350	1,939	1,914	(25)		
91	72-60	3503	20		709151		60370	1,492	1,399	(93)		
92	72-60	3503	20		709151		60390	2,500	1,000	(1,500)		
93	72-60	3503	20		709155		60000	1,655,734	1,945,589	289,855		
94	72-60	3503	20		709155		60110	15,000	84,233	69,233		
95	72-60	3503	20		709155		60130	510,743	606,428	95,685		
96	72-60	3503	20		709155		60140	373,348	424,906	51,558		
97	72-60	3503	20		709155		60220		18,500	18,500		
98	72-60	3503	20		709155		60240	30,000	30,500	500		
99	72-60	3503	20		709155		60260	20,000	36,500	16,500		

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EXPENDITURES & REVENUES

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Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
100	72-60	3503	20		709155		60290		72,160	72,160		
101	72-60	3503	20		709155		60350	16,987	24,768	7,781		
102	72-60	3503	20		709155		60360	42,257	56,342	14,085		
103	72-60	3503	20		709155		60365	30,739	40,985	10,246		
104	72-60	3503	20		709155		60370	35,132	49,826	14,694		
105	72-60	3503	20		709155		60390	16,000	21,000	5,000		
106	72-60	3503	20		709155		60440	63,611	84,815	21,204		
107	72-60	3503	20		709155		60550		50,000	50,000		
108	72-60	3503	20		709159		60000	705,554	-	(705,554)		
109	72-60	3503	20		709159		60110	23,150	-	(23,150)		
110	72-60	3503	20		709159		60130	222,765	-	(222,765)		
111	72-60	3503	20		709159		60140	135,579	-	(135,579)		
112	72-60	3503	20		709159		60170	2,500	-	(2,500)		
113	72-60	3503	20		709159		60220	18,500	-	(18,500)		
114	72-60	3503	20		709159		60240	500	-	(500)		
115	72-60	3503	20		709159		60260	16,500	-	(16,500)		
116	72-60	3503	20		709159		60290	72,160	-	(72,160)		
117	72-60	3503	20		709159		60350	7,782	-	(7,782)		
118	72-60	3503	20		709159		60360	14,086	-	(14,086)		
119	72-60	3503	20		709159		60365	10,246	-	(10,246)		
120	72-60	3503	20		709159		60370	14,694	-	(14,694)		
121	72-60	3503	20		709159		60390	5,000	-	(5,000)		
122	72-60	3503	20		709159		60440	21,204	-	(21,204)		
123	72-60	3503	20		709159		60550	1,549,446	-	(1,549,446)		
124	72-60	3503	20		709175		60000	198,800	161,325	(37,475)		
125	72-60	3503	20		709175		60130	60,773	49,317	(11,456)		
126	72-60	3503	20		709175		60140	39,400	31,815	(7,585)		
127	72-60	3503	20		709175		60110	1,800	-	(1,800)		
128	72-60	3503	20		709175		60170	6,500	-	(6,500)		
129	72-60	3503	20		709175		60240	7,966	2,151	(5,815)		
130	72-60	3503	20		709175		60260	8,000	5,142	(2,858)		
131	72-60	3503	20		709175		60270	-	144	144		

EXPENDITURES & REVENUES

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Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
132	72-60	3503	20		709175		60350	979	1,462	483		
133	72-60	3503	20		709175		60360	589	2,817	2,228		
134	72-60	3503	20		709175		60365	4,384	2,049	(2,335)		
135	72-60	3503	20		709175		60370	2,302	1,399	(903)		
136	72-60	3503	20		709175		60390	1,500	1,000	(500)		
137	72-60	3503	20		709175		60440	9,813	4,241	(5,572)		
138	72-60	3503	20		709500		60110	30,000	-	(30,000)		
139	72-60	3503	20		709500		60170	15,000	10,200	(4,800)		
140	72-60	3503	20		709500		60000	344,281	322,830	(21,451)		
141	72-60	3503	20		709500		60130	114,418	107,860	(6,558)		
142	72-60	3503	20		709500		60140	68,398	64,429	(3,969)		
143	72-60	3503	20		709505		60000		157,855	157,855		
144	72-60	3503	20		709505		60130		48,256	48,256		
145	72-60	3503	20		709505		60140		24,235	24,235		
146	72-60	3503	20		709510		60000	551,565	527,581	(23,984)		
147	72-60	3503	20		709510		60130	175,522	168,190	(7,332)		
148	72-60	3503	20		709510		60140	99,058	94,925	(4,133)		
149	72-60	3503	20		709510		60200	840,992	815,992	(25,000)		
150	72-60	3503	20		709510		60550	-	100,000	100,000		
151	72-60	3503	20		709525		60000	637,179	636,242	(937)		
152	72-60	3503	20		709525		60130	192,816	193,195	379		
153	72-60	3503	20		709525		60140	130,149	130,088	(61)		
154	72-60	3503	20		709525		60110	7,500	-	(7,500)		
155	72-60	3503	20		709525		60170	25,000	17,000	(8,000)		
156	72-60	3503	20		709525		60550	460,000	660,000	200,000		
157	72-60	3503	20		709530		60000	930,294	1,030,959	100,665		
158	72-60	3503	20		709530		60130	293,562	324,336	30,774		
159	72-60	3503	20		709530		60140	159,445	183,640	24,195		
160	72-60	3503	20		709530		60290	1,150,555	950,882	(199,673)		
161	72-60	3503	20		709535		60000	371,677	373,048	1,371		
162	72-60	3503	20		709535		60130	116,020	116,439	419		
163	72-60	3503	20		709535		60140	86,570	86,659	89		

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Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
164	72-60	3503	20		709535		60110	10,000	-	(10,000)		
165	72-60	3503	20		709535		60170	6,000	-	(6,000)		
166	72-60	3503	20		709540		60000	479,238	430,707	(48,531)		
167	72-60	3503	20		709540		60130	159,004	144,168	(14,836)		
168	72-60	3503	20		709540		60140	122,245	101,439	(20,806)		
169	72-60	3503	20		709599		60000		193,986	193,986		
170	72-60	3503	20		709599		60130		56,212	56,212		
171	72-60	3503	20		709599		60140		31,732	31,732		
172	72-60	3503	20		709599		60240	-	5,757	5,757		
173	72-60	3503	20		709599		60260	-	19,426	19,426		
174	72-60	3503	20		709599		60270	-	582	582		
175	72-60	3503	20		709599		60350	-	3,997	3,997		
176	72-60	3503	20		709599		60360	-	8,451	8,451		
177	72-60	3503	20		709599		60365	-	6,148	6,148		
178	72-60	3503	20		709599		60370	-	18,910	18,910		
179	72-60	3503	20		709599		60390	-	4,500	4,500		
180	72-60	3503	20		709599		60440	-	2,088	2,088		
181	72-60	3503	20		709604		60000	500,168	445,875	(54,293)		
182	72-60	3503	20		709604		60130	148,772	133,207	(15,565)		
183	72-60	3503	20		709604		60140	103,434	92,182	(11,252)		
184	72-60	3503	20		709604		60110	5,000	-	(5,000)		
185	72-60	3503	20		709604		60170	10,000	6,800	(3,200)		
186	72-60	3503	20		709604		60260	20,000	20,568	568		
187	72-60	3503	20		709604		60350	5,137	4,592	(545)		
188	72-60	3503	20		709604		60370	15,031	5,595	(9,436)		
189	72-60	3503	20		709604		60390	5,500	4,000	(1,500)		
190	72-60	3503	20		709607		60000	146,930	185,959	39,029		
191	72-60	3503	20		709607		60130	44,917	55,781	10,864		
192	72-60	3503	20		709607		60140	27,202	31,210	4,008		
193	72-60	3503	20		709607		60240	1,500	5,377	3,877		
194	72-60	3503	20		709607		60260	4,000	12,855	8,855		
195	72-60	3503	20		709607		60270	1,306	361	(945)		

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Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
196	72-60	3503	20		709607		60290	-	11,800	11,800		
197	72-60	3503	20		709607		60340	-	500	500		
198	72-60	3503	20		709607		60350	1,468	1,270	(198)		
199	72-60	3503	20		709607		60360	2,817	7,043	4,226		
200	72-60	3503	20		709607		60365	2,049	5,123	3,074		
201	72-60	3503	20		709607		60370	14,715	3,497	(11,218)		
202	72-60	3503	20		709607		60390	1,000	2,500	1,500		
203	72-60	3503	20		709607		60440	4,241	10,602	6,361		
204	72-60	3503	20		709609		60000	586,757	499,341	(87,416)		
205	72-60	3503	20		709609		60130	179,456	153,350	(26,106)		
206	72-60	3503	20		709609		60140	118,027	102,048	(15,979)		
207	72-60	3503	20		709609		60110	7,200	-	(7,200)		
208	72-60	3503	20		709609		60170	15,000	10,200	(4,800)		
209	72-60	3503	20		709609		60240	11,000	7,528	(3,472)		
210	72-60	3503	20		709609		60260	24,200	17,997	(6,203)		
211	72-60	3503	20		709609		60270	960	505	(455)		
212	72-60	3503	20		709609		60350	6,234	4,705	(1,529)		
213	72-60	3503	20		709609		60360	12,677	9,860	(2,817)		
214	72-60	3503	20		709609		60365	9,222	7,172	(2,050)		
215	72-60	3503	20		709609		60370	6,697	4,895	(1,802)		
216	72-60	3503	20		709609		60390	4,500	3,500	(1,000)		
217	72-60	3503	20		709609		60440	19,083	14,843	(4,240)		
218	72-60	3503	20		709616		60000	361,799	205,151	(156,648)		
219	72-60	3503	20		709616		60130	110,014	62,127	(47,887)		
220	72-60	3503	20		709616		60140	67,962	40,128	(27,834)		
221	72-60	3503	20		709616		60110	5,000	-	(5,000)		
222	72-60	3503	20		709616		60170	22,500	15,300	(7,200)		
223	72-60	3503	20		709616		60240	1,000	3,226	2,226		
224	72-60	3503	20		709616		60260	12,000	7,713	(4,287)		
225	72-60	3503	20		709616		60270	500	217	(283)		
226	72-60	3503	20		709616		60350	5,576	3,374	(2,202)		
227	72-60	3503	20		709616		60360	7,043	4,226	(2,817)		
228	72-60	3503	20		709616		60365	5,123	3,074	(2,049)		

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Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
229	72-60	3503	20		709616		60370	3,087	2,098	(989)		
230	72-60	3503	20		709616		60390	2,500	1,500	(1,000)		
231	72-60	3503	20		709616		60440	10,602	6,361	(4,241)		
232	72-60	3503	20		709650		60170	2,600	1,768	(832)		
233	72-60	3503	20		709650		60240	318	1,398	1,080		
234	72-60	3503	20		709650		60260	260	3,342	3,082		
235	72-60	3503	20		709650		60270	-	94	94		
236	72-60	3503	20		709650		60350	881	943	62		
237	72-60	3503	20		709650		60370	89	909	820		
238	72-60	3503	20		709650		60440	2,755	2,756	1		
239	72-60	3503	20		709655		60000	824,244	419,805	(404,439)		
240	72-60	3503	20		709655		60130	244,585	122,301	(122,284)		
241	72-60	3503	20		709655		60140	165,666	75,463	(90,203)		
242	72-60	3503	20		709655		60170	17,400	-	(17,400)		
243	72-60	3503	20		709655		60180	4,000	-	(4,000)		
244	72-60	3503	20		709655		60210	261	-	(261)		
245	72-60	3503	20		709655		60220	2,000	-	(2,000)		
246	72-60	3503	20		709655		60230	441	-	(441)		
247	72-60	3503	20		709655		60240	17,402	8,604	(8,798)		
248	72-60	3503	20		709655		60260	19,740	20,568	828		
249	72-60	3503	20		709655		60270	600	578	(22)		
250	72-60	3503	20		709655		60340	460	-	(460)		
251	72-60	3503	20		709655		60350	8,429	1,298	(7,131)		
252	72-60	3503	20		709655		60365	13,013	8,197	(4,816)		
253	72-60	3503	20		709655		60370	6,734	5,595	(1,139)		
254	72-60	3503	20		709655		60390	6,500	4,000	(2,500)		
255	72-60	3503	20		709655		60410	3,666	-	(3,666)		
256	72-60	3503	20		709655		60440	26,929	16,963	(9,966)		
257	72-60	3503	20		709656		60000	-	467,021	467,021		
258	72-60	3503	20		709656		60130	-	140,797	140,797		
259	72-60	3503	20		709656		60140	-	98,317	98,317		
260	72-60	3503	20		709656		60170	-	11,832	11,832		
261	72-60	3503	20		709656		60180	-	4,000	4,000		

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Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
262	72-60	3503	20		709656		60210	-	261	261		
263	72-60	3503	20		709656		60220	-	2,000	2,000		
264	72-60	3503	20		709656		60230	-	441	441		
265	72-60	3503	20		709656		60240	-	10,432	10,432		
266	72-60	3503	20		709656		60260	-	24,939	24,939		
267	72-60	3503	20		709656		60270	-	700	700		
268	72-60	3503	20		709656		60340	-	460	460		
269	72-60	3503	20		709656		60350	-	6,533	6,533		
270	72-60	3503	20		709656		60360	-	13,663	13,663		
271	72-60	3503	20		709656		60365	-	9,939	9,939		
272	72-60	3503	20		709656		60370	-	6,783	6,783		
273	72-60	3503	20		709656		60390	-	2,500	2,500		
274	72-60	3503	20		709656		60410	-	3,666	3,666		
275	72-60	3503	20		709656		60440	-	20,568	20,568		
276	72-10	3500	20		705210		50316		21,919	21,919		
277	72-10	3500	20		705210		60330		(21,919)	(21,919)		
278	72-10	3506	20		711100		50310		(27,933)	(27,933)		
279	72-10	3506	20		711100		60240		27,933	27,933		
280	72-80	3506	20		712006		50310		(7,910)	(7,910)		
281	72-80	3506	20		712006		60240		7,910	7,910		
282	72-60	3503	20		709159		50310		700,485	700,485		
283	72-60	3503	20		709155		50310		(700,485)	(700,485)		
						Grand Total		23,325,044	23,325,044	-		

3503	6408	61311	Data Base Administrator SR	704709	1.00	74,043	22,635	13,638	110,316
3503	6410	62126	Network Admin Sr	702139	(1.00)	(70,293)	(21,489)	(13,395)	(105,177)
3503	6410	62126	Network Admin Sr	703804	(1.00)	(67,259)	(20,561)	(13,198)	(101,018)
3503	6414	62126	Sys Admin	706909	(1.00)	(67,851)	(20,742)	(13,236)	(101,829)
3503	9452	62126	IT Mgr 1	709110	(1.00)	(89,478)	(27,353)	(14,642)	(131,473)
3503	6410	62126	Network Admin Sr	705411	(1.00)	(67,259)	(20,561)	(13,198)	(101,018)
3503	6410	62126	Network Admin Sr	704830	(1.00)	(69,900)	(21,368)	(13,370)	(104,638)
3503	6410	62126	Network Admin Sr	700621	(1.00)	(66,682)	(20,385)	(13,160)	(100,227)
3503	6410	64050	Network Admin Sr	707390	(1.00)	(71,729)	(21,928)	(13,488)	(107,145)
3503	6410	64050	Network Admin Sr	701851	(1.00)	(67,890)	(20,754)	(13,239)	(101,883)
3503	6410	62126	Network Admin Sr	711276	(1.00)	(67,213)	(20,547)	(13,195)	(100,955)
3503	9452	62736	IT Mgr 1	705278	(1.00)	(86,838)	(26,546)	(14,470)	(127,854)
3503	9453	62736	IT Manager 2		1.00	91,537	27,983	14,776	134,296
3503	6403	62736	Desktop Support Specialist	705885	(1.00)	(55,238)	(16,886)	(12,416)	(84,540)
3503	6404	62736	Desktop Support Specialist	705885	1.00	55,238	16,886	12,416	84,540
3503	9451	62817	IT Super	702612	(1.00)	(68,487)	(20,936)	(13,278)	(102,701)
3503	6405	62817	Dev Analyst	703385	(1.00)	(58,831)	(16,214)	(12,650)	(87,695)
3503	6405	62817	Dev Analyst	712180	(1.00)	(58,831)	(16,214)	(12,650)	(87,695)
3503	6198	62820	IT Business Consultant SR		1.00	77,064	23,558	13,835	114,457
3503	6198	62820	IT Business Consultant SR		1.00	68,474	20,933	13,277	102,684
3503	6194	62820	IT Business Consultant		1.00	60,819	16,762	12,779	90,360
3503	6194	62820	IT Business Consultant		1.00	60,819	16,762	12,779	90,360
3503	6002	62820	OA Sr	703311	(1.00)	(38,897)	(11,891)	(11,354)	(62,142)
3503	9451	62822	IT Super	700176	(1.00)	(72,047)	(22,025)	(13,509)	(107,581)
3503	9452	62822	IT Mgr 1	705149	(1.00)	(90,345)	(27,618)	(14,698)	(132,661)
3503	6406	62822	Dev Analyst SR	701179	(1.00)	(67,005)	(20,483)	(13,181)	(100,669)
3503	6406	62822	Dev Analyst Sr	707139	(1.00)	(70,315)	(19,379)	(13,396)	(103,090)
3503	9452	62829	IT Mgr 1	707815	(1.00)	(71,490)	(21,854)	(13,473)	(106,817)
3503	6405	62829	Dev Anal		1.00	57,283	17,511	12,549	87,343
3503	6405	62829	Dev Anal	706392	(1.00)	(54,312)	(16,603)	(12,356)	(83,271)
3503	9454	62829	IT Mgr Sr	706711	(1.00)	(98,192)	(30,017)	(15,208)	(143,418)
3503	9451	63375	IT Super	706099	(1.00)	(66,804)	(20,422)	(13,168)	(100,394)
3503	6198	63375	IT Business Consultant SR		1.00	74,818	22,872	13,689	111,379

3503	6198	63375	IT Business Consultant SR		1.00	70,512	19,433	13,409	103,354
3503	6194	63375	IT Business Consultant		1.00	60,819	16,762	12,779	90,360
3503	6406	63375	Dev Analyst Sr	700549	(1.00)	(67,613)	(20,669)	(13,221)	(101,503)
3503	6406	63375	Dev Analyst Sr	705273	(1.00)	(66,513)	(20,333)	(13,149)	(99,995)
3503	6406	63375	Dev Analyst Sr	707636	(1.00)	(66,452)	(20,314)	(13,145)	(99,912)
3503	9454	63375	IT Mgr Sr	706711	1.00	98,192	30,017	15,208	143,418
3503	9452	63378	IT Mgr 1	707261	(1.00)	(80,863)	(22,286)	(14,082)	(117,231)
3503	6198	63378	IT Business Consultant SR		1.00	68,474	20,933	13,277	102,684
3503	6198	63378	IT Business Consultant SR		1.00	70,512	21,556	13,409	105,477
3503	6198	63378	IT Business Consultant SR		1.00	70,512	21,556	13,409	105,477
3503	6198	63378	IT Business Consultant SR		1.00	72,654	20,023	13,549	106,226
3503	6194	63378	IT Business Consultant		1.00	55,619	15,329	12,441	83,389
3503	6194	63378	IT Business Consultant		1.00	60,819	16,762	12,779	90,360
3503	6194	63378	IT Business Consultant		1.00	60,819	16,762	12,779	90,360
3503	6405	63378	Dev Analyst	700207	(1.00)	(57,426)	(17,555)	(12,559)	(87,540)
3503	6406	63378	Dev Analyst Sr	701105	(1.00)	(70,738)	(21,625)	(13,424)	(105,787)
3503	6405	63378	Dev Analyst	701699	(1.00)	(55,604)	(16,998)	(12,440)	(85,042)
3503	6405	63378	Dev Analyst	702112	(1.00)	(56,792)	(17,361)	(12,517)	(86,671)
3503	6405	63378	Dev Analyst	702699	(1.00)	(57,741)	(17,651)	(12,579)	(87,972)
3503	6405	63378	Dev Analyst	704848	(1.00)	(56,772)	(17,355)	(12,516)	(86,643)
3503	6406	63378	Dev Analyst Sr	709106	(0.70)	(46,463)	(14,204)	(9,198)	(69,864)
3503	6406	63378	Dev Analyst Sr	701774	(1.00)	(65,485)	(18,048)	(13,083)	(96,615)
3503	6406	63378	Dev Analyst Sr	703880	(1.00)	(65,436)	(20,004)	(13,079)	(98,519)
3503	6001	63378	OA 2	712121	(1.00)	(28,742)	(7,921)	(10,694)	(47,358)
3503	9451	64050	IT Super	700488	(1.00)	(73,644)	(22,513)	(13,613)	(109,770)
3503	9451	64050	IT Super	700409	(1.00)	(71,419)	(21,833)	(13,468)	(106,720)
3503	9452	64050	IT Mgr 1	704758	(1.00)	(90,108)	(27,546)	(14,683)	(132,337)
3503	6403	64050	Desktop Support Spec	704701	(1.00)	(44,880)	(13,720)	(11,743)	(70,343)
3503	6409	64050	Network Administrator	705988	(1.00)	(62,906)	(19,230)	(12,915)	(95,051)
3503	9453	64050	IT Manager 2		1.00	94,319	28,833	14,957	138,109
3503	6409	64050	Network Administrator	700741	(1.00)	(58,446)	(17,867)	(12,625)	(88,938)
3503	6409	64050	Network Administrator	701246	(1.00)	(57,788)	(17,666)	(12,582)	(88,036)
3503	6410	64050	Network Admin Sr	702139	1.00	70,293	21,489	13,395	105,177
3503	6410	64050	Network Admin Sr	703804	1.00	67,259	20,561	13,198	101,018
3503	6410	64050	Network Admin Sr	701620	1.00	67,851	20,742	13,236	101,829
3503	6410	64050	Network Admin Sr	705411	1.00	67,259	20,561	13,198	101,018
3503	6410	64050	Network Admin Sr	704830	1.00	69,900	21,368	13,370	104,638
3503	6410	64050	Network Admin Sr	700621	1.00	66,682	20,385	13,160	100,227

3503	6005	64127	Admin Sec	702050	1.00	39,946	12,211	11,422	63,580
3503	6001	64127	OA 2	704639	1.00	33,556	10,258	11,007	54,821
3503	6002	64127	OA Sr	703311	1.00	38,897	11,891	11,354	62,142
3503	6001	64127	OA 2	712121	1.00	28,742	7,921	10,694	47,358
3503	9451	64175	IT Super	709042	(1.00)	(75,866)	(20,909)	(13,757)	(110,532)
3503	6410	64175	Network Administrator SR	703818	(1.00)	(67,644)	(20,679)	(13,223)	(101,546)
3503	6414	64175	System Administrator	703818	1.00	67,644	20,679	13,223	101,546
3503	6412	64175	System Administrator SR		1.00	72,654	22,210	13,549	108,413
3503	9710	64176	Mgmt Asst	707431	(1.00)	(73,906)	(22,593)	(13,630)	(110,129)
3503	6405	64176	Development Analyst	701193	(1.00)	(54,579)	(16,685)	(12,374)	(83,638)
3503	9453	64597	IT Manager 2		1.00	89,506	27,362	14,644	131,512
3503	9453	64597	IT Manager 2		1.00	97,869	29,919	15,187	142,975
3503	6405	64597	Dev Analyst		1.00	57,283	17,511	12,549	87,343
3503	9454	65497	IT Mgr Sr	710651	1.00	102,656	28,292	15,499	146,447
3503	6198	64597	IT Business Consultant SR		1.00	68,474	20,933	13,277	102,684
3503	9453	64598	IT Manager 2		1.00	94,983	29,036	15,000	139,019
3503	6412	64598	System Administrator SR		1.00	82,232	25,138	14,171	121,541
3503	9454	64598	IT Mgr Sr	705327	1.00	106,167	32,455	15,727	154,349
3503	6406	64600	Dev Analyst Sr	705273	1.00	66,513	20,333	13,149	99,995
3503	6405	64601	Dev Analyst	700207	1.00	57,426	17,555	12,559	87,540
3503	6406	64601	Dev Analyst Sr	701105	1.00	70,738	21,625	13,424	105,787
3503	6405	64601	Dev Analyst	701699	1.00	55,604	16,998	12,440	85,042
3503	6405	64601	Dev Analyst	702112	1.00	56,792	17,361	12,517	86,671
3503	6405	64601	Dev Analyst	702699	1.00	57,741	17,651	12,579	87,972
3503	6405	64601	Dev Analyst	704848	1.00	56,772	17,355	12,516	86,643
3503	6406	64601	Dev Analyst Sr	709106	0.70	46,463	14,204	9,198	69,864
3503	6406	64601	Dev Analyst Sr	701774	1.00	65,485	18,048	13,083	96,615
3503	6406	64626	Dev Analyst Sr	700549	1.00	67,613	20,669	13,221	101,503
3503	6406	64626	Dev Analyst Sr	707636	1.00	66,452	20,314	13,145	99,912
TOTAL ANNUALIZED CHANGES					(2.00)	(140,817)	(45,204)	(26,817)	(212,838)



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/16/06
Agenda Item #: R-2
Est. Start Time: 9:35 AM
Date Submitted: 02/07/06

BUDGET MODIFICATION: -

**NOTICE OF INTENT to Submit a Proposal to the Office of Refugee
Agenda Title: Resettlement Refugee Preventive Health Grant Competition**

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

Date Requested: <u>February 16, 2006</u>	Time Requested: <u>5 minutes</u>
Department: <u>Health Dept.</u>	Division: <u>Community Health Services</u>
Contact(s): <u>Jodi Davich</u>	
Phone: <u>503-988-3663</u> Ext. <u>26561</u> I/O Address: <u>160/9</u>	
Presenter(s): <u>Chareundi Van-si, Mark Anderson (State Refugee Program), and Neeru Kanal (State Refugee Program)</u>	

General Information

1. **What action are you requesting from the Board?**
 The Health Department requests approval to submit a proposal in the amount of \$800,000 to the Office of Refugee Resettlement (ORR) Refugee Preventive Health grant competition. Funded projects will provide preventive health services to refugees for a five-year period beginning July 1, 2006. The Health Department recommends that this request be approved.

2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 The Multnomah County Health Department offers refugee screening, health assessment and services through the Mid-County Health Center. The Mid-County Health Center serves as the refugee-screening clinic for the Portland metropolitan area. Clients are referred to the Multnomah County Health Department's Tuberculosis Prevention and Treatment Center for TB related services.

Screening services for refugees are supported by Refugee Medical Assistance funds. Currently refugee screening is under the direction of the Oregon State Refugee Program and

the specified Medical Screening Protocol for Newly Arriving Refugees is being implemented. This protocol incorporates the use of existing mainstream resources for services. Historically, these efforts have been enhanced with Refugee Preventive Health grant funds that provide staff to conduct outreach, follow-up and health education. The current funding cycle ends 6/30/06. The proposed project would provide funds to continue providing culturally specific outreach, follow-up and health education to refugee affected with TB.

This project is being developed in collaboration with the State Refugee Program.

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

The project does not require any County General fund support.

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

There are no legal and/or policy issues. The delivery of TB treatment and public health education services by the MCHD is well established. The proposed grant funds would sustain and improve current efforts.

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

Citizen stakeholders are represented on the MCHD's Community Health Council. The project will involve working with representatives from refugee organizations, the Oregon Health Division, Oregon State Refugee Program, and community-based refugee organizations.

ATTACHMENT A

Grant Application/Notice of Intent

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

- Who is the granting agency?
The federal Office of Refugee Resettlement.
- Specify grant requirements and goals.
The proposed Refugee Preventive Health project will provide funds to continue enhanced TB services. The positions supported by the grant will work as a team to ensure that refugees receive all available interventions to promote follow-up and adherence to TB therapy, including preventive therapy. Efforts to overcome specific cultural and linguistic barriers will be addressed by having culturally appropriate materials, teaching materials, written information and interpretive services for clients. In addition, culturally appropriate health education will be provided to refugee serving agencies and community organizations.

The State Refugee Program will participate in the project implementation by providing oversight and consultation.
- Explain grant funding detail – is this a one time only or long term commitment?
This is a five-year project that will support our current health prevention efforts in the refugee community. We will request approximately \$160,000 per year. Funds will be used to support bilingual outreach, follow-up, health education, participant incentives, materials and supplies. No new county funds are needed to support this project.
- What are the estimated filing timelines?
The Office of Refugee Resettlement must receive the grant application by February 28, 2006.
- If a grant, what period does the grant cover?
July 2006 - June 2011.
- When the grant expires, what are funding plans?
To reapply for similar funds from the Office of Refugee Resettlement.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
County indirect, central finance and human resources and departmental overhead costs will be covered with grant funds.

ATTACHMENT B

Required Signatures

**Department/
Agency Director:**

Lillian Shuly

Date: 02/07/06

Budget Analyst:

Debra

Date: 02/08/06

Department HR:

Lillian Shuly

Date: 02/07/06

/LS/

Countywide HR:

Date:



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/16/06
 Agenda Item #: R-3
 Est. Start Time: 9:38 AM
 Date Submitted: 02/07/06

BUDGET MODIFICATION: -

NOTICE OF INTENT to Submit a Proposal to the Robert Wood Healthy Eating Research: Building Evidence to Prevent Childhood Obesity Grant
Agenda Title: Competition

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Health Dept.</u>	Division:	<u>Program Design & Evaluation Svs</u>
Contact(s):	<u>Jodi Davich</u>		
Phone:	<u>503-988-3663</u>	Ext.	<u>26561</u>
		I/O Address:	<u>160/9</u>
Presenter(s):	<u>Myde Boles</u>		

General Information

1. What action are you requesting from the Board?

The Health Department requests approval to submit a proposal in the amount of \$100,000 to the Robert Wood Johnson Foundation's *Healthy Eating Research: Building Evidence to Prevent Childhood Obesity* grant competition.

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

The Program Design and Evaluation Services unit intends to apply for a Robert Wood Johnson Foundation grant to study school nutrition policies and their effects on student nutrition. We intend to use existing Oregon youth survey data and school policy survey data to describe progress in preventing youth obesity by improvements in school nutrition policies (if any), and resultant changes in youth nutrition behaviors. Our intention is to better understand how school nutrition policies have affected youth nutrition and could potentially reduce the prevalence of youth obesity. We intend to compare Oregon data to Washington State data, because the two states are demographically similar and the Washington State legislature has enacted mandates requiring

schools to have such policies, where Oregon has not. Thus, we will be able to assess the extent to which policy mandates has led to greater progress in school policy implementation and youth outcomes in Washington, compared to Oregon. Our findings will inform Oregon and Multnomah County interventions to improve the school-based nutrition and overall health of our children.

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

Research activities defined in the application will be funded by the grant. There are no other fiscal impacts from this proposed study.

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

This is an evaluation of existing school nutrition policies, so we would not expect legal/policy issues to arise.

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

Representatives of state or county government programs that support schools in Oregon and Washington will be asked to collaborate as part of an advisory group for the grant, and will be asked to support dissemination of any findings that are useful for implementing effective school nutrition policies.

ATTACHMENT A

Grant Application/Notice of Intent

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

- Who is the granting agency?
Robert Wood Johnson Foundation, Healthy Eating Research Program.
- Specify grant requirements and goals.
The grant is intended to support research to identify, analyze and evaluate environmental and policy strategies that can promote healthy eating among children and prevent childhood obesity. Target populations are children in grades K-12 from elementary, middle or high schools. Special emphasis is being given to research projects that benefit children in low-income and racial/ethnic populations at highest risk for obesity.
The findings from the grant should provide decision- and policy-makers with empirical evidence to guide development or implementation of school nutrition policies. The research must inform school food policies and environmental strategies, not individual behavior change (such as education or curricular interventions).
Funds must be used only to cover the costs of evaluation, not the costs of policy or environmental changes per se.
- Explain grant funding detail – is this a one time only or long term commitment?
This is one-time funding; however we expect that if we are successful in obtaining funding that this will create opportunities for additional grants that may bring implementation funds.
- What are the estimated filing timelines?
Completed online grant application is due March 7, 2006, 3pm EST.
- If a grant, what period does the grant cover?
July 2006 - December 2007.
- When the grant expires, what are funding plans?
The work described in the application will be time-limited, and not expected to continue past the period of grant funding.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
The county costs will be covered in the grant budget. The Robert Wood Johnson Foundation has an indirect rate cap of 9%.

ATTACHMENT B

Required Signatures

**Department/
Agency Director:**

Lillian Shuly

Date: 02/06/06

Budget Analyst:

Debra

Date: 02/08/06

Department HR:

Lillian Shuly

Date: 02/06/06

/LS/

Countywide HR:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/16/06
Agenda Item #: R-4
Est. Start Time: 9:41 AM
Date Submitted: 02/06/06

BUDGET MODIFICATION: HD - 24

**Budget Modification HD-24 Approving a Classification/Compensation
Study of Health Department Mid-Level Managers, as Determined by the
Agenda Title: Class/Comp Unit of Central Human Resources**

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u></u>
Department:	<u>Health Dept.</u>	Division:	<u>All</u>
Contact(s):	<u>Angela Burdine, Budget Manager; Kathleen Fuller-Poe, HR Manager</u>		
Phone:	<u>988-3663</u>	Ext.	<u>26457</u>
		I/O Address:	<u>167210</u>
Presenter(s):	<u>Carol Ford, Health Department Deputy Director</u>		

General Information

1. What action are you requesting from the Board?

Approval of Central Human Resource's Classification/Compensation Study of Health Department mid-level managers which reclassifies 43 positions and approval of salary increases for 13 employees.

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

The Health Department has been using a mixture of department-specific and countywide supervisory and management classifications. The department-specific classifications were last reviewed in 1993. Since then the department's business model has changed, due in part to changing health needs and community standards and to increased reliance on grant funding.

In 2005 the Health Department requested a class/comp study of mid-level management employees to address: (1) do the department-specific classifications need revisions and maintenance or should they be abolished; (2) are positions allocated to the correct classifications; and (3) are the

classifications paid at market rate.

Together with the Class/Comp Unit of Central HR, the department concluded: (1) the countywide classifications serve department business needs most appropriately; and (2) the Program Manager series has been compared to market rates more recently and is aligned with the scope of Health Department managers' responsibilities. As a result the study recommends abolishment of the Health Services classifications in the Health Department and the allocation of incumbents to the countywide Program Manager series. Forty-three positions are included in the study. See Attachment A for the results of the allocations.

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

Thirty of the 43 positions reclassified involve no change in salary. Thirteen employees will receive salary increases totaling \$31,993 annually and \$28,984 for FY06. All salary increases are funded by savings within each program. Therefore, there is no net fiscal impact to the Health Department's FY06 budget.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?
N/A
- What budgets are increased/decreased?
There is no net fiscal impact to any of the programs involved in the study. Thirty of the 43 positions reclassified involve no change in salary. Salary increases for the remaining 13 employees are covered by savings within their programs.
- What do the changes accomplish?
Reclassification of 43 positions and salary increases for 13 employees
- Do any personnel actions result from this budget modification? Explain.
Reclass 10.05 Health Services Specialist to Program Supervisor
Reclass 6.89 Health Services Specialist to Program Manager 1
Reclass 1.0 Health Services Administrator to Program Supervisor
Reclass 10.6 Health Services Administrator to Program Manager 1
Reclass 5.5 Health Services Administrator to Program Manager 2
Reclass 2.0 Health Services Administrator to Health Services Development Administrator
Reclass 1.0 Program Manager 1 to Program Manager 2
Reclass 3.0 Health Services Manager Senior to Program Manager Senior
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
All indirect and overhead costs are covered by existing revenues.
- Is the revenue one-time-only in nature?
N/A
- If a grant, what period does the grant cover?
N/A
- If a grant, when the grant expires, what are funding plans?
N/A

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

ATTACHMENT B

BUDGET MODIFICATION: HD - 24

Required Signatures

**Department/
Agency Director:**

Lillian Shirley

Date: 02/06/06

Budget Analyst:

Debra

Date: 02/06/06

Department HR:

Lorena Keller

Date: 02/06/06

Countywide HR:

Date:

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-40	1000	0030			41660-GF	60000	77,688	62,964	(14,724)		
2	40-40	1000	0030			41660-GF	60100	0	21,493	21,493		
3	40-40	1000	0030			41660-GF	60130	23,749	17,937	(5,812)		
4	40-40	1000	0030			41660-GF	60140	13,876	12,919	(957)		
5								0			0	
6								0				
7	40-30	1000	0030			43100-GF	60000	779,795	782,708	2,913		
8	40-30	1000	0030			43100-GF	60100	23,248	19,255	(3,993)		
9	40-30	1000	0030			43100-GF	60130	238,859	239,750	891		
10	40-30	1000	0030			43100-GF	60140	194,004	194,193	189		
11								0			0	
12								0				
13	40-30	26330	0030			4SA16	60000	110,288	112,631	2,343		
14	40-30	26330	0030			4SA16	60130	33,747	34,464	717		
15	40-30	26330	0030			4SA16	60140	29,084	29,237	153		
16	40-30	26330	0030			4SA16	60170	4,045	832	(3,213)		
17								0			0	
18								0				
19	40-30	1000	0030			43510-GF	60000	138,873	140,504	1,631		
20	40-30	1000	0030			43510-GF	60100	10,264	8,029	(2,235)		
21	40-30	1000	0030			43510-GF	60130	42,525	43,024	499		
22	40-30	1000	0030			43510-GF	60140	32,738	32,843	105		
23								0			0	
24								0				
25	40-30	1000	0030			43520-GF	60000	143,412	144,798	1,386		
26	40-30	1000	0030			43520-GF	60100	6,590	4,688	(1,902)		
27	40-30	1000	0030			43520-GF	60130	43,941	44,365	424		
28	40-30	1000	0030			43520-GF	60140	38,690	38,782	92		
29								0			0	
30								0				
31	40-30	1000	0030			43600-GF	60000	342,750	344,226	1,476		
32	40-30	1000	0030			43600-GF	60100	8,184	6,161	(2,023)		
33	40-30	1000	0030			43600-GF	60130	103,708	104,159	451		
34	40-30	1000	0030			43600-GF	60140	84,856	84,952	96		
35								0			0	
36								0				
37	40-30	26220	0030			4SA20	60000	67,732	67,848	116		
38	40-30	26220	0030			4SA20	60120	4,587	4,427	(160)		
39	40-30	26220	0030			4SA20	60130	20,706	20,742	36		
40	40-30	26220	0030			4SA20	60140	14,993	15,001	8		
41								0			0	
42								0				
43	40-30	26230	0030			4SA21	60000	16,966	17,315	349		
44	40-30	26230	0030			4SA21	60130	5,163	5,270	107		
45	40-30	26230	0030			4SA21	60140	4,633	4,657	24		
46	40-30	26230	0030			4SA21	60100	25,821	25,341	(480)		
47								0			0	

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
48								0				
49	40-30	49000	0030			4CA20-2	60000	67,565	68,071	506		
50	40-30	49000	0030			4CA20-2	60100	18,448	17,756	(692)		
51	40-30	49000	0030			4CA20-2	60130	19,175	19,329	154		
52	40-30	49000	0030			4CA20-2	60140	15,888	15,920	32		
53								0			0	
54								0				
55	40-30	1000	0030			43700-GF	60000	611,296	614,520	3,224		
56	40-30	1000	0030			43700-GF	60100	22,243	17,824	(4,419)		
57	40-30	1000	0030			43700-GF	60130	189,906	190,892	986		
58	40-30	1000	0030			43700-GF	60140	156,793	157,002	209		
59								0			0	
60								0				
61	40-44	20580	0030			4SA24-1	60000	996,707	998,650	1,943		
62	40-44	20580	0030			4SA24-1	60100	26,175	23,511	(2,664)		
63	40-44	20580	0030			4SA24-1	60130	306,496	307,090	594		
64	40-44	20580	0030			4SA24-1	60140	306,298	306,425	127		
65								0			0	
66								0				
67	40-40	32107	0030			4CA53-1	60000	162,483	164,890	2,407		
68	40-40	32107	0030			4CA53-1	60100	4,629	1,329	(3,300)		
69	40-40	32107	0030			4CA53-1	60130	50,377	51,114	737		

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
70	40-40	32107	0030			4CA53-1	60140	54,082	54,238	156		
71									0		0	
72									0			
73	40-79	26311	0030			4SA56-1	60000	95,278	96,560	1,282		
74	40-79	26311	0030			4SA56-1	60130	29,485	29,876	391		
75	40-79	26311	0030			4SA56-1	60140	25,061	25,144	83		
76	40-79	26311	0030			4SA56-1	60100	2,040	284	(1,756)		
77									0		0	
78									0			
79	40-47	1000	0030			44755-GF	60000	401,762	404,986	3,224		
80	40-47	1000	0030			44755-GF	60100	20,625	16,206	(4,419)		
81	40-47	1000	0030			44755-GF	60130	122,530	123,515	985		
82	40-47	1000	0030			44755-GF	60140	95,294	95,504	210		
83									0		0	
84									0			
85	40-50	1000	0030		405500		60000	1,731,371	1,734,595	3,224		
86	40-50	1000	0030		405500		60100	142,022	137,603	(4,419)		
87	40-50	1000	0030		405500		60130	648,597	649,582	985		
88	40-50	1000	0030		405500		60140	449,567	449,777	210		
89									0		0	
90									0			
91	40-80	1000	0030			47005-GF	60000	240,069	245,236	5,167		
92	40-80	1000	0030			47005-GF	60130	71,382	72,961	1,579		
93	40-80	1000	0030			47005-GF	60140	46,282	46,619	337		
94	40-80	1000	0030			47005-GF	60170	143,569	136,486	(7,083)		
95									0		0	
96									0			
97	40-70	26020	0030			47600-00-26020	60000	919,178	922,402	3,224		
98	40-70	26020	0030			47600-00-26020	60100	25,900	21,481	(4,419)		
99	40-70	26020	0030			47600-00-26020	60130	286,292	287,277	985		
100	40-70	26020	0030			47600-00-26020	60140	230,093	230,303	210		
101									0		0	
102									0			
103	40-90	1000	0030		409320		60000	98,953	101,360	2,407		
104	40-90	1000	0030		409320		60100	4,350	1,050	(3,300)		
105	40-90	1000	0030		409320		60130	30,250	30,987	737		
106	40-90	1000	0030		409320		60140	24,084	24,240	156		
107									0		0	
108									0			
109	70-80	3500			705210		50316	(1,440)	(1,440)			Insurance (60140)
110	70-80	3500			705210		60330	1,440	1,440			Insurance (60140)
111									0			
112									0			
113									0			
114									0			
115									0			

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
									0	0	GRAND TOTAL	

5. ANNUALIZED PERSONNEL CHANGEChange on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	9693	61458	Health Services Administrator	701841	(0.60)	(46,613)	(14,250)	(8,326)	(69,189)
1505	9693	61455	Health Services Administrator	701841	(0.40)	(31,075)	(9,500)	(5,550)	(46,125)
1505	9615	61458	Program Manager 1	701841	0.60	48,944	14,963	8,478	72,385
1505	9615	61455	Program Manager 1	701841	0.40	32,629	9,975	5,651	48,255
1505	9696	64550	Health Services Specialist	707058	(0.80)	(46,406)	(12,789)	(10,077)	(69,272)
1505	9361	64550	Program Supervisor	707058	0.80	46,406	12,789	10,077	69,272
1505	9696	61174	Health Services Specialist	707341	(0.70)	(40,606)	(12,413)	(8,817)	(61,836)
1505	9696	61176	Health Services Specialist	707341	(0.30)	(17,402)	(5,320)	(3,779)	(26,501)
1505	9361	61174	Program Supervisor	707341	0.70	42,636	13,034	8,949	64,619
1505	9361	61176	Program Supervisor	707341	0.30	18,272	5,586	3,836	27,694
1000	9693	63185	Health Services Administrator	702546	(0.75)	(54,203)	(16,570)	(10,143)	(80,916)
1505	9693	64306	Health Services Administrator	702546	(0.20)	(14,454)	(4,419)	(2,705)	(21,578)
1000	9360	63185	Program Manager 2	702546	0.75	54,203	16,570	10,143	80,916
1505	9360	64306	Program Manager 2	702546	0.20	14,454	4,419	2,705	21,578
1505	9693	61183	Health Services Administrator	703023	(1.00)	(66,576)	(20,352)	(13,153)	(100,081)
1505	9615	61183	Program Manager 1	703023	1.00	66,576	20,352	13,153	100,081
1505	9693	61159	Health Services Administrator	707637	(1.00)	(77,189)	(23,597)	(13,843)	(114,629)
1505	9698	61159	Health Services Development Adm	707637	1.00	77,189	23,597	13,843	114,629
1505	9693	62027	Health Services Administrator	706617	(1.00)	(64,090)	(19,592)	(12,992)	(96,674)
1505	9615	62027	Program Manager 1	706617	1.00	64,090	19,592	12,992	96,674
1505	9696	64309	Health Services Specialist	701571	(0.85)	(42,686)	(13,049)	(10,277)	(66,012)
1505	9361	64309	Program Supervisor	701571	0.85	42,686	13,049	10,277	66,012
1505	9696	61177	Health Services Specialist	708778	(1.00)	(47,035)	(14,379)	(11,883)	(73,297)
1505	9361	61177	Program Supervisor	708778	1.00	47,035	14,379	11,883	73,297
1000	9696	64529	Health Services Specialist	707226	(1.00)	(58,008)	(17,733)	(12,597)	(88,338)
1000	9615	64529	Program Manager 1	707226	1.00	60,908	18,620	12,786	92,314
1505	9693	61195	Health Services Administrator	703423	(0.90)	(69,919)	(21,374)	(13,371)	(104,664)
1505	9360	61195	Program Manager 2	703423	0.90	73,415	22,443	13,598	109,456
1505	9693	64528	Health Services Administrator	703170	(1.00)	(77,688)	(23,749)	(13,876)	(115,313)
1505	9360	64528	Program Manager 2	703170	1.00	81,572	24,936	14,129	120,637
1505	9696	63178	Health Services Specialist	700327	(1.00)	(49,479)	(15,126)	(12,042)	(76,647)
1505	9361	63178	Program Supervisor	700327	1.00	49,479	15,126	12,042	76,647
1505	9696	61174	Health Services Specialist	705877	(0.50)	(29,004)	(8,867)	(5,385)	(43,256)
1505	9696	61175	Health Services Specialist	705877	(0.10)	(5,801)	(1,773)	(1,077)	(8,651)
1505	9361	61174	Program Supervisor	705877	0.50	29,004	8,867	5,385	43,256
1505	9361	61175	Program Supervisor	705877	0.10	5,801	1,773	1,077	8,651
1505	9693	61174	Health Services Administrator	705707	(0.20)	(15,538)	(4,750)	(2,971)	(23,259)
1505	9693	61175	Health Services Administrator	705707	(0.50)	(38,844)	(11,875)	(7,428)	(58,147)
1505	9693	61176	Health Services Administrator	705707	(0.20)	(15,538)	(4,750)	(2,971)	(23,259)
1505	9360	61174	Program Manager 2	705707	0.20	16,315	4,988	3,022	24,325
1505	9360	61175	Program Manager 2	705707	0.50	40,786	12,469	7,554	60,809
1505	9360	61176	Program Manager 2	705707	0.20	16,315	4,988	3,022	24,325
1505	9696	61480	Health Services Specialist	704798	(1.00)	(58,008)	(17,733)	(12,597)	(88,338)
1505	9615	61480	Program Manager 1	704798	1.00	60,908	18,620	12,786	92,314
1505	9696	61200	Health Services Specialist	705128	(1.00)	(50,112)	(15,319)	(12,083)	(77,514)
1505	9361	61200	Program Supervisor	705128	1.00	50,112	15,319	12,083	77,514

Budget Modification: HD-24

1505	9693	61200	Health Services Administrator	706522	(1.00)	(58,008)	(17,733)	(12,597)	(88,338)
1505	9615	61200	Program Manager 1	706522	1.00	58,008	17,733	12,597	88,338
1505	9693	61178	Health Services Administrator	703782	(0.45)	(34,960)	(10,687)	(6,244)	(51,891)
1505	9693	61179	Health Services Administrator	703782	(0.04)	(3,108)	(950)	(555)	(4,613)
1505	9693	61180	Health Services Administrator	703782	(0.07)	(5,438)	(1,662)	(971)	(8,071)
1505	9693	61180	Health Services Administrator	703782	(0.04)	(3,108)	(950)	(555)	(4,613)
1505	9693	61181	Health Services Administrator	703782	(0.15)	(11,653)	(3,562)	(2,081)	(17,296)
1505	9360	61178	Program Manager 2	703782	0.45	36,708	11,221	6,358	54,287
1505	9360	61179	Program Manager 2	703782	0.04	3,263	998	565	4,826
1505	9360	61180	Program Manager 2	703782	0.07	5,710	1,745	989	8,444
1505	9360	61180	Program Manager 2	703782	0.04	3,263	998	565	4,826
1505	9360	61181	Program Manager 2	703782	0.15	12,236	3,740	2,119	18,095
1505	9693	64505	Health Services Administrator	709280	(1.00)	(77,688)	(23,749)	(13,876)	(115,313)
1505	9361	64505	Program Supervisor	709280	1.00	58,056	16,000	12,600	86,656
1505	9696	61177	Health Services Specialist	708530	(0.80)	(46,105)	(14,094)	(11,823)	(72,022)
1505	9361	61177	Program Supervisor	708530	0.80	46,105	14,094	11,823	72,022
1505	9693	63401	Health Services Administrator	708957	(1.00)	(77,688)	(23,749)	(13,876)	(115,313)
1505	9615	63401	Program Manager 1	708957	1.00	81,572	24,936	14,129	120,637
1505	9693	61207	Health Services Administrator	700837	(1.00)	(61,530)	(18,810)	(12,825)	(93,165)
1505	9615	61207	Program Manager 1	700837	1.00	61,530	18,810	12,825	93,165
1505	9696	61186	Health Services Specialist	704496	(1.00)	(57,632)	(17,618)	(12,572)	(87,822)
1505	9361	61186	Program Supervisor	704496	1.00	57,632	17,618	12,572	87,822
1505	9696	61488	Health Services Specialist	709930	(1.00)	(55,488)	(16,963)	(12,433)	(84,884)
1505	9361	61488	Program Supervisor	709930	1.00	55,488	16,963	12,433	84,884
1505	9693	61529	Health Services Administrator	706920	(1.00)	(77,688)	(23,749)	(13,876)	(115,313)
1505	9615	61529	Program Manager 1	706920	1.00	81,572	24,936	14,129	120,637
1505	9696	61213	Health Services Specialist	708152	(1.00)	(46,627)	(14,254)	(11,857)	(72,738)
1505	9361	61213	Program Supervisor	708152	1.00	46,627	14,254	11,857	72,738
1505	9693	63402	Health Services Administrator	709861	(0.30)	(23,306)	(7,125)	(4,163)	(34,594)
1505	9693	61178	Health Services Administrator	709861	(0.70)	(54,382)	(16,625)	(9,713)	(80,720)
1505	9615	63402	Program Manager 1	709861	0.30	23,306	7,125	4,163	34,594
1505	9615	61178	Program Manager 1	709861	0.70	54,382	16,625	9,713	80,720
1505	9696	63252	Health Services Specialist	702815	(1.00)	(55,731)	(17,037)	(12,449)	(85,217)
1505	9615	63252	Program Manager 1	702815	1.00	55,731	17,037	12,449	85,217
1505	9696	63706	Health Services Specialist	712089	(0.85)	(41,296)	(12,624)	(11,020)	(64,940)
1505	9696	63706	Health Services Specialist	712089	(0.05)	(2,429)	(743)	(648)	(3,820)
1505	9615	63706	Program Manager 1	712089	0.85	41,296	12,624	11,020	64,940
1505	9615	63706	Program Manager 1	712089	0.05	2,429	743	648	3,820
1505	9696	63706	Health Services Specialist	712090	(0.90)	(46,617)	(14,251)	(11,856)	(72,724)
1505	9615	63706	Program Manager 1	712090	0.90	46,617	14,251	11,856	72,724
1505	9693	61182	Health Services Administrator	706278	(1.00)	(77,688)	(23,749)	(13,876)	(115,313)
1505	9615	61182	Program Manager 1	706278	1.00	81,572	24,937	14,128	120,637
1505	9693	64528	Health Services Administrator	700701	(0.60)	(46,613)	(14,250)	(7,230)	(68,093)
1505	9615	64528	Program Manager 1	700701	0.60	48,944	14,963	7,382	71,289
1505	9693	61159	Health Services Administrator	703301	(1.00)	(72,993)	(22,314)	(13,571)	(108,878)
1505	9698	61159	Health Services Development Adm	703301	1.00	72,993	22,314	13,571	108,878
1505	9696	62750	Health Services Specialist	701080	(0.88)	(50,736)	(15,510)	(11,065)	(77,311)
1505	9696	63576	Health Services Specialist	701080	(0.21)	(12,108)	(3,701)	(2,640)	(18,449)
1505	9615	62750	Program Manager 1	701080	0.88	50,736	15,510	11,065	77,311
1505	9615	63576	Program Manager 1	701080	0.21	12,108	3,701	2,640	18,449
1000	9693	61508	Health Services Administrator	704563	(1.00)	(77,688)	(23,749)	(13,876)	(115,313)
1000	9360	61508	Program Manager 2	704563	1.00	81,572	24,936	14,129	120,637
1000	9696	61190	Health Services Specialist	707802	(1.00)	(57,632)	(17,618)	(12,572)	(87,822)

1000	9615	61190	Program Manager 1	707802	1.00	57,632	17,618	12,572	87,822
1000	9693	61513	Health Services Administrator	701462	(1.00)	(74,568)	(22,795)	(13,673)	(111,036)
1000	9615	61513	Program Manager 1	701462	1.00	74,568	22,795	13,673	111,036
1505	9615	61194	Program Manager 1	705610	(0.05)	(4,079)	(1,247)	(706)	(6,032)
1000	9615	61189	Program Manager 1	705610	(0.35)	(28,552)	(8,728)	(4,945)	(42,225)
1000	9615	61190	Program Manager 1	705610	(0.05)	(4,079)	(1,247)	(706)	(6,032)
1000	9615	61173	Program Manager 1	705610	(0.55)	(44,867)	(13,716)	(7,770)	(66,353)
1505	9360	61194	Program Manager 2	705610	0.05	4,079	1,247	706	6,032
1000	9360	61189	Program Manager 2	705610	0.35	28,552	8,728	4,945	42,225
1000	9360	61190	Program Manager 2	705610	0.05	4,079	1,247	706	6,032
1000	9360	61173	Program Manager 2	705610	0.55	44,867	13,716	7,770	66,353
1505	9695	61191	Health Services Manager/Senior	702451	(1.00)	(99,144)	(30,308)	(15,270)	(144,722)
1505	9362	61191	Program Manager/Senior	702451	1.00	99,144	30,308	15,270	144,722
1505	9695	61456	Health Services Manager/Senior	707265	(1.00)	(92,773)	(28,361)	(14,856)	(135,990)
1505	9362	61456	Program Manager/Senior	707265	1.00	92,773	28,361	14,856	135,990
1505	9695	61517	Health Services Manager/Senior	705544	(1.00)	(99,051)	(30,280)	(15,264)	(144,595)
1505	9362	61517	Program Manager/Senior	705544	1.00	99,051	30,280	15,264	144,595
									0
			TOTAL ANNUALIZED CHANGES		0.00	24,609	5,779	1,605	31,993

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.

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	9693	61458	Health Services Administrator	701841	(0.50)	(38,844)	(11,875)	(6,938)	(57,657)
1505	9693	61455	Health Services Administrator	701841	(0.33)	(25,637)	(7,838)	(4,579)	(38,054)
1505	9615	61458	Program Manager 1	701841	0.50	40,787	12,469	7,065	60,321
1505	9615	61455	Program Manager 1	701841	0.33	26,919	8,229	4,662	39,810
1505	9696	64550	Health Services Specialist	707058	(0.67)	(38,865)	(10,711)	(8,439)	(58,015)
1505	9361	64550	Program Supervisor	707058	0.67	38,865	10,711	8,439	58,015
1505	9696	61174	Health Services Specialist	707341	(0.58)	(33,645)	(10,285)	(7,306)	(51,236)
1505	9696	61176	Health Services Specialist	707341	(0.25)	(14,502)	(4,433)	(3,149)	(22,084)
1505	9361	61174	Program Supervisor	707341	0.58	35,327	10,800	7,415	53,542
1505	9361	61176	Program Supervisor	707341	0.25	15,227	4,655	3,197	23,079
1000	9693	63185	Health Services Administrator	702546	(0.63)	(45,531)	(13,919)	(8,520)	(67,970)
1505	9693	64306	Health Services Administrator	702546	(0.17)	(12,286)	(3,756)	(2,299)	(18,341)
1000	9360	63185	Program Manager 2	702546	0.63	45,531	13,919	8,520	67,970
1505	9360	64306	Program Manager 2	702546	0.17	12,286	3,756	2,299	18,341
1505	9693	61183	Health Services Administrator	703023	(0.83)	(55,258)	(16,892)	(10,917)	(83,067)
1505	9615	61183	Program Manager 1	703023	0.83	55,258	16,892	10,917	83,067
1505	9693	61159	Health Services Administrator	707637	(0.83)	(64,067)	(19,586)	(11,490)	(95,143)
1505	9698	61159	Health Services Development Adm	707637	0.83	64,067	19,586	11,490	95,143
1505	9693	62027	Health Services Administrator	706617	(0.83)	(53,195)	(16,261)	(10,783)	(80,239)
1505	9615	62027	Program Manager 1	706617	0.83	53,195	16,261	10,783	80,239
1505	9696	64309	Health Services Specialist	701571	(0.71)	(35,655)	(10,900)	(8,584)	(55,139)
1505	9361	64309	Program Supervisor	701571	0.71	35,655	10,900	8,584	55,139
1505	9696	61177	Health Services Specialist	708778	(0.83)	(39,039)	(11,935)	(9,863)	(60,837)
1505	9361	61177	Program Supervisor	708778	0.83	39,039	11,935	9,863	60,837

Budget Modification: HD-24

1000	9696	64529	Health Services Specialist	707226	(0.83)	(48,147)	(14,718)	(10,456)	(73,321)
1000	9615	64529	Program Manager 1	707226	0.83	50,554	15,455	10,612	76,621
1505	9693	61195	Health Services Administrator	703423	(0.75)	(58,266)	(17,812)	(11,143)	(87,221)
1505	9360	61195	Program Manager 2	703423	0.75	61,179	18,703	11,332	91,214
1505	9693	64528	Health Services Administrator	703170	(0.83)	(64,481)	(19,712)	(11,517)	(95,710)
1505	9360	64528	Program Manager 2	703170	0.83	67,705	20,697	11,727	100,129
1505	9696	63178	Health Services Specialist	700327	(0.83)	(41,068)	(12,555)	(9,995)	(63,618)
1505	9361	63178	Program Supervisor	700327	0.83	41,068	12,555	9,995	63,618
1505	9696	61174	Health Services Specialist	705877	(0.42)	(24,363)	(7,448)	(4,523)	(36,334)
1505	9696	61175	Health Services Specialist	705877	(0.08)	(4,641)	(1,418)	(862)	(6,921)
1505	9361	61174	Program Supervisor	705877	0.42	24,363	7,448	4,523	36,334
1505	9361	61175	Program Supervisor	705877	0.08	4,641	1,418	862	6,921
1505	9693	61174	Health Services Administrator	705707	(0.17)	(13,207)	(4,038)	(2,525)	(19,770)
1505	9693	61175	Health Services Administrator	705707	(0.42)	(32,629)	(9,975)	(6,240)	(48,844)
1505	9693	61176	Health Services Administrator	705707	(0.17)	(13,207)	(4,038)	(2,525)	(19,770)
1505	9360	61174	Program Manager 2	705707	0.17	13,868	4,240	2,569	20,677
1505	9360	61175	Program Manager 2	705707	0.42	34,260	10,474	6,345	51,079
1505	9360	61176	Program Manager 2	705707	0.17	13,868	4,240	2,569	20,677
1505	9696	61480	Health Services Specialist	704798	(0.83)	(48,147)	(14,718)	(10,456)	(73,321)
1505	9615	61480	Program Manager 1	704798	0.83	50,554	15,455	10,612	76,621
1505	9696	61200	Health Services Specialist	705128	(0.83)	(41,593)	(12,715)	(10,029)	(64,337)
1505	9361	61200	Program Supervisor	705128	0.83	41,593	12,715	10,029	64,337
1505	9693	61200	Health Services Administrator	706522	(0.83)	(48,147)	(14,718)	(10,456)	(73,321)
1505	9615	61200	Program Manager 1	706522	0.83	48,147	14,718	10,456	73,321
1505	9693	61178	Health Services Administrator	703782	(0.38)	(29,522)	(9,025)	(5,273)	(43,820)
1505	9693	61179	Health Services Administrator	703782	(0.03)	(2,331)	(713)	(416)	(3,460)
1505	9693	61180	Health Services Administrator	703782	(0.06)	(4,661)	(1,425)	(832)	(6,918)
1505	9693	61180	Health Services Administrator	703782	(0.03)	(2,331)	(713)	(416)	(3,460)
1505	9693	61181	Health Services Administrator	703782	(0.13)	(10,099)	(3,087)	(1,804)	(14,990)
1505	9360	61178	Program Manager 2	703782	0.38	30,998	9,476	5,369	45,843
1505	9360	61179	Program Manager 2	703782	0.03	2,447	749	424	3,620
1505	9360	61180	Program Manager 2	703782	0.06	4,894	1,496	848	7,238
1505	9360	61180	Program Manager 2	703782	0.03	2,447	749	424	3,620
1505	9360	61181	Program Manager 2	703782	0.13	10,605	3,241	1,836	15,682
1505	9693	64505	Health Services Administrator	709280	(0.75)	(58,266)	(17,812)	(10,407)	(86,485)
1505	9361	64505	Program Supervisor	709280	0.75	43,542	12,000	9,450	64,992
1505	9696	61177	Health Services Specialist	708530	(0.67)	(38,613)	(11,804)	(9,902)	(60,319)
1505	9361	61177	Program Supervisor	708530	0.67	38,613	11,804	9,902	60,319
1505	9693	63401	Health Services Administrator	708957	(0.83)	(64,481)	(19,712)	(11,517)	(95,710)
1505	9615	63401	Program Manager 1	708957	0.83	67,705	20,697	11,727	100,129
1505	9693	61207	Health Services Administrator	700837	(0.83)	(51,070)	(15,612)	(10,645)	(77,327)
1505	9615	61207	Program Manager 1	700837	0.83	51,070	15,612	10,645	77,327
1505	9696	61186	Health Services Specialist	704496	(0.83)	(47,835)	(14,623)	(10,435)	(72,893)
1505	9361	61186	Program Supervisor	704496	0.83	47,835	14,623	10,435	72,893
1505	9696	61488	Health Services Specialist	709930	(0.83)	(46,055)	(14,079)	(10,319)	(70,453)
1505	9361	61488	Program Supervisor	709930	0.83	46,055	14,079	10,319	70,453
1505	9693	61529	Health Services Administrator	706920	(0.83)	(64,481)	(19,712)	(11,517)	(95,710)
1505	9615	61529	Program Manager 1	706920	0.83	67,705	20,697	11,727	100,129
1505	9696	61213	Health Services Specialist	708152	(0.83)	(38,700)	(11,831)	(9,841)	(60,372)
1505	9361	61213	Program Supervisor	708152	0.83	38,700	11,831	9,841	60,372
1505	9693	63402	Health Services Administrator	709861	(0.25)	(19,422)	(5,938)	(3,469)	(28,829)
1505	9693	61178	Health Services Administrator	709861	(0.58)	(45,059)	(13,775)	(8,048)	(66,882)
1505	9615	63402	Program Manager 1	709861	0.25	19,422	5,938	3,469	28,829

1505	9615	61178	Program Manager 1	709861	0.58	45,059	13,775	8,048	66,882
1505	9696	63252	Health Services Specialist	702815	(0.83)	(46,257)	(14,141)	(10,333)	(70,731)
1505	9615	63252	Program Manager 1	702815	0.83	46,257	14,141	10,333	70,731
1505	9696	63706	Health Services Specialist	712089	(0.71)	(34,494)	(10,545)	(9,205)	(54,244)
1505	9696	63706	Health Services Specialist	712089	(0.04)	(1,943)	(594)	(518)	(3,055)
1505	9615	63706	Program Manager 1	712089	0.71	34,494	10,545	9,205	54,244
1505	9615	63706	Program Manager 1	712089	0.04	1,943	594	518	3,055
1505	9696	63706	Health Services Specialist	712090	(0.75)	(38,848)	(11,876)	(9,880)	(60,604)
1505	9615	63706	Program Manager 1	712090	0.75	38,848	11,876	9,880	60,604
1505	9693	61182	Health Services Administrator	706278	(0.83)	(64,481)	(19,712)	(11,517)	(95,710)
1505	9615	61182	Program Manager 1	706278	0.83	67,705	20,698	11,726	100,129
1505	9693	64528	Health Services Administrator	700701	(0.50)	(38,844)	(11,875)	(6,025)	(56,744)
1505	9615	64528	Program Manager 1	700701	0.50	40,787	12,469	6,152	59,408
1505	9693	61159	Health Services Administrator	703301	(0.83)	(60,584)	(18,521)	(11,264)	(90,369)
1505	9698	61159	Health Services Development Adm	703301	0.83	60,584	18,521	11,264	90,369
1505	9696	62750	Health Services Specialist	701080	(0.73)	(42,088)	(12,866)	(9,179)	(64,133)
1505	9696	63576	Health Services Specialist	701080	(0.18)	(10,378)	(3,172)	(2,263)	(15,813)
1505	9615	62750	Program Manager 1	701080	0.73	42,088	12,866	9,179	64,133
1505	9615	63576	Program Manager 1	701080	0.18	10,378	3,172	2,263	15,813
1000	9693	61508	Health Services Administrator	704563	(0.83)	(64,481)	(19,712)	(11,517)	(95,710)
1000	9360	61508	Program Manager 2	704563	0.83	67,705	20,697	11,727	100,129
1000	9696	61190	Health Services Specialist	707802	(0.83)	(47,835)	(14,623)	(10,435)	(72,893)
1000	9615	61190	Program Manager 1	707802	0.83	47,835	14,623	10,435	72,893
1000	9693	61513	Health Services Administrator	701462	(0.83)	(61,891)	(18,920)	(11,349)	(92,160)
1000	9615	61513	Program Manager 1	701462	0.83	61,891	18,920	11,349	92,160
1505	9615	61194	Program Manager 1	705610	(0.04)	(3,263)	(998)	(565)	(4,826)
1000	9615	61189	Program Manager 1	705610	(0.29)	(23,657)	(7,232)	(4,097)	(34,986)
1000	9615	61190	Program Manager 1	705610	(0.04)	(3,263)	(998)	(565)	(4,826)
1000	9615	61173	Program Manager 1	705610	(0.46)	(37,525)	(11,472)	(6,499)	(55,496)
1505	9360	61194	Program Manager 2	705610	0.04	3,263	998	565	4,826
1000	9360	61189	Program Manager 2	705610	0.29	23,657	7,232	4,097	34,986
1000	9360	61190	Program Manager 2	705610	0.04	3,263	998	565	4,826
1000	9360	61173	Program Manager 2	705610	0.46	37,525	11,472	6,499	55,496
1505	9695	61191	Health Services Manager/Senior	702451	(0.83)	(82,290)	(25,156)	(12,674)	(120,120)
1505	9362	61191	Program Manager/Senior	702451	0.83	82,290	25,156	12,674	120,120
1505	9695	61456	Health Services Manager/Senior	707265	(0.83)	(77,002)	(23,540)	(12,330)	(112,872)
1505	9362	61456	Program Manager/Senior	707265	0.83	77,002	23,540	12,330	112,872
1505	9695	61517	Health Services Manager/Senior	705544	(0.83)	(82,212)	(25,132)	(12,669)	(120,013)
1505	9362	61517	Program Manager/Senior	705544	0.83	82,212	25,132	12,669	120,013
					0.00				0
			TOTAL CURRENT FY CHANGES		0.00	22,098	5,446	1,440	28,984



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/16/06
Agenda Item #: R-5
Est. Start Time: 9:45 AM
Date Submitted: 01/11/06

BUDGET MODIFICATION: -

Agenda Title: **Intergovernmental Agreement 4600005866 with the Oregon Secretary of State for Oregon Central Voter Registration System Services in Compliance with Public Law 107.252**

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

Date Requested: <u>February 16, 2006</u>	Time Requested: <u>5 minutes</u>
Department: <u>Department of Community Services</u>	Division: <u>Elections</u>
Contact(s): <u>John Kauffman</u>	
Phone: <u>(503) 988-3720</u> Ext. <u>24685</u>	I/O Address: <u>414/1</u>
Presenter(s): <u>John Kauffman, Elections Manager</u>	

General Information

1. What action are you requesting from the Board?

Approval of an Intergovernmental Agreement between the Oregon Secretary of State and Multnomah County for Oregon Central Voter Registration System (OCVR) in compliance with Public Law 107.252

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

Under state legislation passed in 2001 (HB2002) and federal legislation passed in 2002 (the Help America Vote Act (HAVA) now PL 107-252), the State of Oregon, through the chief state election official, is required to implement a single, uniform, official, centralized, interactive computerized statewide voter registration list defined, maintained, and administered at the State level. The Initial Term of this Agreement begins on the commencement date and ends on June 30, 2007. Thereafter, this Agreement shall automatically renew each year for a one-year term unless either Party provides written notice to the other Party of its intent not to renew this Agreement at least 6 months prior to the expiration of the current Term.

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

The County shall pay the Secretary of State (SOS) \$101,978.00 for providing System Services for the Initial Term. After the Initial Term, for each one year period that begins on July 1 of a calendar year, and ends on June 30 of the following calendar year the County shall pay the SOS an amount agreed upon by the SOS and the County, which shall be set forth in an amended County Profile agreed upon by the SOS and the County and made part of this agreement.

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

Multnomah County is required to comply with the Help America Vote Act and Public Law 107.252.

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

The Secretary of State and the thirty-six counties in Oregon have cooperated to create and implement an information system known as the Oregon Central Voter Registration System to accomplish the directives of HAVA, and to implement additional functions related to voter registration and election management.

Required Signatures

**Department/
Agency Director:**



Date: 01/10/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 4600005866

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

Amendment #: _____

CLASS I	CLASS II	CLASS III A
<p>Contracts \$75,000 and less per 12 month period</p> <p><input type="checkbox"/> Professional Services Contracts</p> <p><input type="checkbox"/> PCRB Contracts</p> <p style="margin-left: 20px;"><input type="checkbox"/> Maintenance Agreements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Licensing Agreements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Public Works Construction Contracts</p> <p><input type="checkbox"/> Architectural & Engineering Contracts</p> <p><input type="checkbox"/> Revenue Contracts</p> <p><input type="checkbox"/> Grant Contracts</p> <p><input type="checkbox"/> Non-Expenditure Contracts</p>	<p>Contracts over \$75,000 per 12 month period</p> <p><input type="checkbox"/> Professional Services Contracts</p> <p><input type="checkbox"/> PCRB Contracts</p> <p style="margin-left: 20px;"><input type="checkbox"/> Maintenance Agreements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Licensing Agreements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Public Works Construction Contracts</p> <p><input type="checkbox"/> Architectural & Engineering Contracts</p> <p><input type="checkbox"/> Revenue Contracts</p> <p><input type="checkbox"/> Grant Contracts</p> <p><input type="checkbox"/> Non-Expenditure Contracts</p>	<p><input type="checkbox"/> Government Contracts (190 Agreement)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p style="text-align: center;">CLASS III B</p> <p><input checked="" type="checkbox"/> Government Contracts (Non-190 Agreement)</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Interdepartmental Contracts</p>

Department: Business & Community Services Division: Elections Date: 1/09/06
 Originator: John Kauffman Phone: x24685 Bldg/Rm: 414/1st
 Contact: Mary Shultz Phone: x28718 Bldg/Rm: 414/1st2nd

Description of Contract: Intergovernmental Agreement between Multnomah County Elections and the Oregon Secretary of State for Oregon Central Voter Registration System Services in compliance with Public Law 107.252.

RENEWAL: PREVIOUS CONTRACT #(S): _____ RFP/BID DATE: _____

RFP/BID: _____ ORS/AR #: _____

EXEMPTION #: _____

EFFECTIVE DATE: _____ EXPIRATION DATE: _____

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

Contractor	<u>Oregon Secretary of State</u>		Remittance address	_____	
Address	<u>255 Capitol St. NE, Suite 180</u>		(If different)	_____	
City/State	<u>Salem OR</u>		Payment Schedule / Terms	_____	
ZIP Code	<u>97310 (Contact: P. Kevin Walther, CPPB, OPBC)</u>		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Phone	<u>(503) 986-0514 - Fax: (503) 378-4991</u>		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Employer ID# or SS#	<u>N/A</u>		<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	
Contract Effective Date	<u>02/02/06</u> Term Date	<u>06/30/07</u>	<input type="checkbox"/> Requirements Funding Info:		
Amendment Effect Date	New Term Date _____		Original Requirements Amount	\$ _____	
Original Contract Amount	\$ _____		Total Amt of Previous Amendments	\$ _____	
Total Amt of Previous Amendments	\$ _____		Requirements Amount Amendment	\$ _____	
Amount of Amendment	\$ _____		Total Amount of Requirements	\$ _____	
Total Amount of Agreement \$	<u>\$101,978.00</u>				

REQUIRED SIGNATURES:

Department Manager: *[Signature]* DATE: 1/10/06

Purchasing Manager: _____ DATE: _____

County Attorney: *[Signature]* DATE: 1/10/06

County Chair: _____ DATE: _____

Sheriff: _____ DATE: _____

Contract Administration: _____ DATE: _____

COMMENTS:
 THIS IS A PERPETUAL AGREEMENT WHICH WILL AUTOMATICALLY RENEW ANNUALLY EACH JULY 1, BEGINNING JULY 1, 2007, UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF ITS INTENT NOT TO RENEW AS SPECIFIED IN SECTION 2, ON PAGE 3, OF THE IGA
 (Cost Center: 908000).



IGA Contract

Vendor Address
<p>OREG ST OF SECRETARY OF STATE PO Box 4353 SALEM OR 97302-8353</p>

Information	
Contract Number	4600005866
Date	01/09/2006
Vendor No.	11952
Contact/Phone	BCS Elections / X83720
Validity Period:	02/16/2006 - 06/30/2007
Minority Indicator:	Not Identified

Estimated Target Value: 101,978.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>IGA w/Sect'y State for Voter Reg System</p> <p>Plant: F030 Community Service Requirements Tracking Number: 99 <i>Intergovernmental Agreement between Multnomah County Elections Division and the Oregon Secretary of State for Oregon Central Voter Registration System (OCVR) in compliance with Public Law 107.252.</i> <i>Initial Term of this Agreement: 2/16/06 to 6/30/07</i> <i>(Thereafter this Agreement shall automatically renew each year for a one-year term, beginning on July 1 of a calendar year, and ending on June 30 of the following calendar year, unless either Party provides written notice to the other Party of its intent not to renew at least six (6) months prior to expiration of the current Term.)</i> Dept. Contact: John Kauffman - (503) 988-3720 x24685 Administrative Contact: Mary Shultz - (503) 988-3720 x28718</p> <p>*** Description changed ***</p> <p>*** Text changed ***</p>	101,978.000	Dollars	\$ 1.0000

INTERGOVERNMENTAL AGREEMENT #707014
For
Oregon Central Voter Registration System Services
between
Oregon Secretary of State and Multnomah County

This Intergovernmental Agreement (the "Agreement") is made and entered into between the State of Oregon, acting through its Office of the Secretary of State ("SOS") and Multnomah County, a political subdivision of the State of Oregon ("County") (each a "Party", collectively, the "Parties"). This Agreement is effective on the date this Agreement is fully executed and approved as required by applicable law (the "Commencement Date").

RECITALS

Under state legislation passed in 2001 (HB 2002) and federal legislation passed in 2002 (The Help America Vote Act (HAVA) now PL 107-252), the State of Oregon, through the chief state election official, is required to implement a single, uniform, official, centralized, interactive computerized statewide voter registration list defined, maintained, and administered at the State level.

SOS and the 36 Oregon counties have cooperated to create and implement an information system known as the Oregon Central Voter Registration System ("OCVR System," as defined in more detail in Section 1 below) to accomplish the directives of HAVA, and to implement additional functions related to voter registration and election management.

Each of the 36 counties in Oregon has election processes that are similar but there are differences between counties, including methods of districting, data conventions, purge and update processes/cycles, document handling and storage, signature verification and storage, and provision of voter registration data and election results in their communities. In addition, the Oregon counties may have elected or appointed election officials, and they differ in population density, technical sophistication, and funding bases.

Recognizing these differences, it is not the Parties objective that OCVR System provide a wholesale replacement of all of the systems that counties use to support election management, and the Parties recognize that some systems provide functions outside the functionality of OCVR System, such as election results reporting.

As set forth in more detail below, while HAVA requires counties to use OCVR System for voter registration activities and to use the OCVR System as the official voter registration "list" for the State of Oregon in compliance with HAVA, counties may choose to "opt out" of using the election functions of OCVR System and retain existing systems.

AGREEMENT

SECTION 1. DEFINITIONS

The following terms shall have the meaning set forth below. In addition, other terms and conditions may be defined in the body of this Agreement, in which case they will have the meaning defined there.

"Authorized Representative" means (i) with respect to County, the County's County Clerk, as that term is defined in ORS 246.012(2), or the person that the County Clerk designates as the Authorized Representative in accordance with the notice provisions set forth in Section 11.1, or (ii) with respect to SOS, the Director of the Elections Division of the Office of the Oregon Secretary of State, or the person that the Director of the Elections Division designates as the Authorized Representative in accordance with the notice provisions set forth in Section 11.1.

"Change Control Board" means the board made up of SOS personnel and representatives from the 36 counties in Oregon responsible for reviewing requested enhancements to the OCVR System functionality, and making recommendations for implementation of such enhancements to the Steering Committee.

"County Profile" means the specific County information relevant to this Agreement that is set forth in Appendix A.

"Elections Functions" means those functions of the OCVR System, which are specifically named in Section 3.2.2, that assist County in the conduct of elections.

"Elections Functions Charges" means the amount County must pay SOS for SOS providing County access to the Elections Functions as described in Section 8.

"Election Management Information" means information that is not Voter Registration Data that County or SOS enters in the OCVR System for purposes of assisting County in the conduct of elections.

"OCVR System" means the sum total of the software and hardware components developed and maintained by SOS to provide the Voter Registration Functions and Elections Functions, and that includes the following separate modules:

1. Voter Registration
2. Election Management/Setup
3. Petition Management
4. Election Worker Management
5. Management of Reports and Queries
6. Security and User Management
7. External File Extracts
8. Address Rules Management
9. District and Precinct Management

The OCVR System does not include the County's network infrastructure, or any County hardware and software. In addition, the OCVR System does not include the County's vote tally hardware and software.

"Steering Committee" means the committee made up of representatives of SOS and the 36 counties in Oregon that is responsible for establishing or adopting, without limitation, policies and procedures for use of the OCVR System.

"System Documentation" means the specifications for the OCVR System and the manuals, policies and procedures governing the use of the OCVR System.

"System Services" means the entirety of the services described in this Agreement that SOS is required to provide to County under the terms of this Agreement.

"Voter Registration Data" means, for each voter registered in the County (for purposes of this Agreement only):

- (1) Full name of the voter;
- (2) Residence address, mailing address or any other information necessary to locate the residence of the person registering to vote;
- (3) Name of the political party with which the person is affiliated, if any;
- (4) Date of birth;
- (5) An indication that the person is a citizen of the United States;
- (6) The voter's signature attesting to the fact that the person is qualified to be an elector.
- (7) Telephone number where the person may be contacted, if available;
- (8) If previously registered to vote in the State of Oregon, the name then supplied by the person and county and, if known, the address of the previous registration.

- (9) Voter history, which includes a listing of ballots issued to and ballots received from the voter in current and past elections.

"Voter Registration Functions" means those functions of the OCVR System that are necessary for the County to enter, update, search and maintain Voter Registration Data.

SECTION 2. TERM, RENEWAL AND AGREEMENT REVIEWS

2.1 **Agreement Term.** The initial term of this Agreement begins on the Commencement Date and ends on June 30, 2007 (the "Initial Term"). Thereafter, this Agreement shall automatically renew each year for a one-year term beginning on July 1 of a calendar year and ending on June 30 of the following calendar year ("Extension Term"; the Initial Term together with the Extension Term shall be hereinafter collectively referred to as the "Term"), unless either Party provides written notice to the other Party of its intent not to renew this Agreement at least 6 months prior to the expiration of the current Term.

2.2. **Agreement Reviews.** No later than June 30 of each year during the Term of this Agreement SOS may schedule an opportunity for County to participate in a review of the terms and conditions of this Agreement. In addition, the Authorized Representative of either Party may submit a written request for review of this Agreement to the Authorized Representative of the other. Following each review, County and SOS will make any agreed upon changes to this Agreement, but such changes shall only become effective if made pursuant to a written amendment signed by both Parties and approved as required by applicable law.

SECTION 3. SYSTEM SERVICES; USE OF SYSTEM

3.1 **OCVR System.** SOS will make the OCVR System available to County for County's use and provide the System Services as set forth in this Agreement.

3.2 OCVR System Functions; Opting Out.

3.2.1 County shall use the Voter Registration Functions of the OCVR System, and shall enter Voter Registration Data into the OCVR System on an expedited basis at the time the information is provided to County. For purposes of using the Voter Registration Functions, SOS shall give County access to the following OCVR System modules:

1. Voter Registration
2. Management of Reports and Queries
3. Security and User Management
4. External File Extracts
5. Address Rules Management
6. District and Precinct Management

3.2.2 County may use any or all of the Elections Functions of the OCVR System, in which case County shall pay SOS as set forth in Section 8. For purposes of using the Elections Functions, SOS shall give County access to the following OCVR System modules, in addition to those listed in Section 3.2.1:

1. Election Management/Setup
2. Petition Management
3. Election Worker Management

3.2.3 If SOS is providing County access to the Elections Functions of the OCVR System, County may, at its sole discretion and at any time during the Term, discontinue use of the Elections Functions by sending 6 months prior written notice to SOS of its intention to discontinue such use (such action shall be referred to in this Agreement as "Opting Out," or the County's "Opt Out"). County shall specify in its notice the date on which it will Opt Out, which shall not be earlier than 6 months following the date of County's Opt Out notice.. Following the effective date of the County's Opt Out, SOS shall have no obligation to provide System Services related solely to the Elections Functions of the OCVR System.

3.2.4 If County chooses to Opt Out, then:

(i) SOS shall have no responsibility for any of County's costs for Opting Out;

(ii) SOS shall have no obligation to develop or maintain County's interface to OCVR System that allows County to use the OCVR System Voter Registration Information to manage elections within County's own systems, however, SOS shall provide reasonable cooperation to County to assist County in developing such interfaces;

(iii) SOS shall allow County to export Voter Registration Data, and shall provide reasonable cooperation and assistance to County in completing such export, however SOS shall have no obligation to provide County with any data that resides in the OCVR System in any particular format; and

(iv) County shall continue to enter Voter Registration Data and import voter history data into the OCVR System on an expedited basis at the time the information is provided to County pursuant to Section 3.2.1, and SOS shall continue to provide the System Services to County with respect to the Voter Registration Functions. Following such Opt Out, County's information that would be "Election Management Information" if County were using the OCVR System's Elections Functions shall be considered the work product of County, which County may create, delete, maintain and manage in the style and format County determines necessary.

3.2.5 Nothing in this Agreement shall be construed to require SOS to perform any voter registration activities or elections activities that County is required to perform pursuant to state or federal law.

3.3 General System Services/SOS Obligations.

3.3.1 SOS shall provide System Services with respect to the Voter Registration Functions of the OCVR System, and, provided that County has not Opted Out and has paid any amounts due under this Agreement, SOS shall provide System Services with respect to the Elections Functions of the OCVR System.

3.3.2 SOS will provide the following general System Services, which are described in more detail in Appendix B:

- (1) SOS will hire or contract with appropriately trained staff to fulfill its obligations under this Agreement.
- (2) SOS will notify counties of scheduled and non-scheduled maintenance down time, and coordinate the downtime to minimize disruption of county functions in accordance with Section 3.3.4.
- (3) SOS will provide technology support to County to enable it to enter Voter Registration Data and Election Management Information into and retrieve Voter Registration Data and Election Management Information from the OCVR System, including images and signatures, on an expedited basis.
- (4) SOS will maintain the OCVR System so that it operates in accordance with the System Documentation.
- (5) SOS will provide emergency on site technical or user support during elections.
- (6) SOS will provide OCVR System user manuals.
- (7) SOS will maintain continued security monitoring of the OCVR System.
- (8) SOS will provide for disaster recovery for the OCVR System.
- (9) SOS will provide for data backup and recovery for the OCVR System.
- (10) SOS will continually monitor the OCVR System's issues log to ensure timely resolution of OCVR System issues in accordance with this Agreement.
- (11) SOS will create and add appropriate documentation to the OCVR System to address County issues related to OCVR System.
- (12) SOS shall purchase and distribute, as necessary, software upgrades to the OCVR System.
- (13) SOS shall maintain the OCVR System software.
- (14) SOS will use its best efforts to ensure that levels of service quality and system responsiveness and dependability set forth in the System Documentation are maintained at all times throughout the Term of this Agreement.

- (15) SOS will allow export of Voter Registration Data from the OCVR System in the format set forth in the System Documentation.
- (16) SOS will make revisions to its internal incident-resolution escalation process to the extent SOS determines such revisions are necessary to fulfill its obligations under this Agreement.
- (17) SOS will make the OCVR System available for County to access through the internet via the County's own internet service provider.

3.3.3 SOS' obligation to provide System Services is conditioned on the following:

- (1) County's availability to provide critical information necessary to resolve County issues; and
- (2) County maintaining its internal information systems in accordance with the County Profile.

3.3.4 Scheduled Downtime. SOS shall schedule OCVR System maintenance downtime only between 1:00 A.M. and 3:00 A.M. unless SOS determines that circumstances warrant performing maintenance at another time, in which case, SOS shall coordinate with counties to minimize impact on County operations. SOS shall provide County at least 24 hours notice of scheduled downtime.

3.4 Exclusions from General System Services. Unless specifically set forth in this Agreement, SOS shall have no responsibility under this Agreement to provide, without limitation, the following services:

- (1) Desktop support including support for peripherals (printers, scanners, monitors), desktop software, office suites, or other productivity tools not included within OCVR System
- (2) Resolving issues caused by software that is not subject to the System Services and that County installs on computers through which County accesses the OCVR System.
- (3) County's network support (hardware and software) including a third party ISP
- (4) Physical system security within County's offices
- (5) Election night reporting
- (6) Online voting or ballot status checking
- (7) Automated signature matching
- (8) GIS functionality for automatic districting
- (9) Campaign finance reporting
- (10) Staffing to support County election activities
- (11) Support, enhancements or changes to County's existing election management and vote tally systems
- (12) Interfaces between the OCVR System and existing County systems, other than the specified duty to cooperate
- (13) Disaster recovery for existing County systems
- (14) Data backup and recovery for existing County systems

3.5 County Obligations.

3.5.1 County's use of the OCVR System must comply with the following:

- (1) County will take reasonable steps to comply with OCVR System policies as set forth in the System Documentation, including policies related to OCVR System access and security.
- (2) County will maintain County PC and related hardware and software in accordance with the baseline configurations for use of the OCVR System established by the Steering Committee.
- (3) County will determine appropriate issue priority as set forth in the Service Level Agreement, Appendix D in cooperation with SOS.

3.5.2 County shall permit remote support to its internal systems related to its use of the OCVR System to enable SOS or its contractors to perform System Services remotely, and shall maintain firewalls and other security features in accordance with the System Documentation and the County Profile.

3.5.3. County shall notify SOS no later than 24 hours before any scheduled maintenance of the County's information systems, including its network connectivity, that will affect County's use of the OCVR

System. In addition, County shall notify SOS as soon as reasonably possible following the commencement of any unscheduled maintenance of the County's information systems, including network connectivity, that will affect County's use of the OCVR System.

3.5.4 County shall notify SOS no later than five (5) business days before any scheduled interruption to County's information systems that would affect County Hardware, Software and Voter Information set forth in the County Profile. In addition, County shall notify SOS as soon as reasonably possible following any unscheduled interruption to County's information systems that would affect County Hardware, Software and Voter Information set forth in the County Profile.

3.6 Sustainability Fund. SOS charges for County's use of the Elections Function. Accordingly, SOS will deposit funds paid from the County under this Agreement into an OCVR Sustainability Fund within the Elections Fund established under ORS 246.185 (the "OCVR Sustainability Fund"). In addition, SOS and the HAVA Steering Committee (established in accordance with the Help America Vote Act of 2002) have deposited \$10 million in the OCVR Sustainability Fund. It is the intent of SOS and the HAVA Steering Committee that the interest earned on the OCVR Sustainability Fund will be used to reduce the costs of SOS providing the Elections Function and therefore the fees charged to County.

SECTION 4. HELP DESK

4.1 Help Desk Services. SOS will make available a help desk that County may call toll free by telephone or contact by email, to submit questions about the OCVR System and to submit requests for support for the OCVR System in accordance with the terms of the Service Level Agreement set forth in Appendix D, as it may be amended from time to time. SOS shall provide the same service levels and support to County that SOS's service provider provides to SOS, as set forth in Appendix D, as it may be amended from time to time. County shall report all OCVR System problems and issues through the help desk by either calling the toll free number provided by SOS or sending an email to the help desk email address provided by SOS. The OCVR System shall include an on-line operation calendar that includes the hours of operation for the help desk.

4.2 Help Desk Responsibilities

4.2.1 SOS shall log and track all County requests for service made through the Help Desk.

4.2.2 SOS shall meet response times associated with the priority assigned to County issues as set forth in Attachment 2 of Appendix D, as it may be amended from time to time.

4.2.3 SOS's service provider will work directly with County election staff, County IT staff and the hardware vendor to resolve OCVR System problem.

4.2.4 County shall report any concerns or problems with the service provider service to SOS.

4.3 Changes to Service Level Agreement. SOS shall make available to County any material changes to the Service Level Agreement, Appendix D, as such changes occur. SOS shall also provide to County an updated Service Level Agreement by October 1 of each calendar year in the years the Service Level Agreement has been revised by SOS and SOS's service provider.

SECTION 5. SYSTEM ENHANCEMENTS; CHANGE MANAGEMENT

5.1 System Enhancement Requests. Authorized users of SOS and County may request enhancements to the functions provided by the OCVR System by sending an e-mail message to the Help Desk. SOS will propose the request to Change Control Board. If the Change Control Board approves the enhancement, it will make a recommendation to the Steering Committee to complete the enhancement, as recommended by the Change Control Board. SOS will implement the enhancement in accordance with the instructions of the Steering Committee.

5.2 Change Management. From time to time SOS may determine that the OCVR System requires upgrades to improve or maintain its current functionality. SOS shall perform such upgrades and shall notify County and act in response to County's confirmation in accordance with the SOS Change Management Table set forth in Appendix C.

5.3 System Documentation. SOS shall promptly provide to County updated System Documentation that reflects changes to the OCVR System.

SECTION 6. TRAINING

6.1 SOS will provide training for County personnel in accordance with the OCVR System training plan and policy.

6.2 In addition to the training provided pursuant to Section 6.1, SOS will provide, at its expense, for up to 3 days of OCVR System continuing education classes conducted by SOS' primary service provider to County personnel twice annually at conferences or seminars conducted by the Association of County Clerks. Such training shall include topics defined by the Association of County Clerks, and shall be held at a location determined by the Association of County Clerks.

SECTION 7. TREATMENT OF DATA

7.1 SOS and County shall comply with applicable state and federal laws governing the use and disclosure of Voter Registration Data and Election Management Information.

7.2 County shall be responsible for the timely and accurate entry of Voter Registration Data and Election Management Information that it enters into the OCVR System, including data initially provided to SOS as part of the process of County's migration to the OCVR System. SOS shall maintain in the OCVR System all Voter Registration Data and Election Management Information entered by County into the OCVR System. Provided that SOS retains Voter Registration Data and Election Management Information entered by County in the OCVR System as entered by County, SOS shall have no liability for the accuracy of Voter Registration Data or Election Management Information entered by County into the OCVR System.

7.3 SOS shall be responsible for the timeliness and accuracy of Election Management Information that it enters into the OCVR System. County shall have no liability for the accuracy of Election Management Information entered into the OCVR System by SOS.

7.4 For the purposes of the foregoing provisions, "entry" of Voter Registration Data or Election Management Information includes any revisions or deletions to that data or information, including the deletion of an individual's voter registration.

7.5 Each Party shall be responsible for responding to any public records request it receives, to the extent that it has access to the information requested, including responsibility for evaluating and appropriately handling the confidentiality of the information.

SECTION 8. PAYMENT

8.1. County shall pay SOS the amount set forth in the County Profile for providing System Services for the Initial Term. County's payment for the Initial Term is due to SOS no later than July 31, 2006. If County chooses not to use the OCVR System's Elections Functions, such choice shall be noted in the County Profile, and County shall have no obligation to pay any amount to SOS for use of the Elections Functions.

8.2 After the Initial Term, and provided that County chooses to use, or continues to use the Elections Functions, for each one year period that begins on July 1 of a calendar year, and ends on June 30 of the following calendar year, County shall pay SOS an amount agreed upon by SOS and County, which shall be set forth in an

amended County Profile agreed upon by SOS and County and made part of this Agreement. Such amount shall be due on July 31 of the applicable year as payment for the one year period that begins on July 1.

8.3 If SOS is providing County access to the OCVR System's Elections Functions, but later County Opt's Out under Section 3.2, then County shall not be liable for Elections Functions Charges attributable to the Extension Term that begins after the effective date of County's Opt Out provided in accordance with Section 3.2. If the County chooses at some later date to begin using the Elections Functions, the Parties will determine County's payments to SOS as set forth in Section 8.4.

8.4 If County wishes to begin using the Elections Functions, whether for the first time, or after previously Opting Out, County shall notify SOS, and SOS and County shall negotiate, in good faith, the costs for using the Elections Functions of the OCVR System and for SOS providing the System Services set forth in this Agreement with respect to County's use of the Elections Functions of the OCVR System. The amount agreed upon by SOS and County shall be set forth in an amended County Profile agreed upon by SOS and County and made a part of this Agreement, and shall be due on the date set forth in the County Profile.

8.5 If County fails to pay any amount due under this Section 8 to SOS within 10 days of the date that it is due, then SOS may notify County of such failure and set forth in such notice the date on which SOS will remove County's access to the Elections Functions of the OCVR System, which will be no sooner than 30 days after the date of the notice. If County fails to pay any amounts due by the date in the notice for SOS to remove County's access to the Elections Functions of the OCVR System, then SOS may remove County's access to the Elections Functions of the OCVR System. Despite removing County's access, SOS shall provide reasonable cooperation to County as specified in Section 3.2.4(ii).

8.6 If requested by County, SOS shall consider permitting County to access the Elections Function under this Agreement at no charge during a transition period if:

8.6.1 County is unavoidably obligated to pay to use third party elections management software for the transition period (or if County is required to pay the third party a substantial early termination fee);

8.6.2 The transition period is a reasonable amount of time to facilitate County's transition to using Elections Function under this Agreement; and

8.6.3 SOS in its sole discretion determines County's free access to the Elections Function will not cause a substantial subsidy from other Counties or financial detriment to SOS.

If SOS agrees to permit County to access the Elections Function at no cost during the transition period, the parties will memorialize the specifics in the County Profile.

SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1 County's Representations and Warranties. County represents and warrants to SOS as follows:

9.1.1 County is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

9.1.2 The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected.

9.1.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

9.1.4 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

9.2 SOS's Representations and Warranties. SOS represents and warrants to County as follows:

9.2.1 SOS is an agency of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SOS has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

9.2.2 The making and performance by SOS of this Agreement (1) have been duly authorized by all necessary action of the State and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of any other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SOS is a party or by which SOS or any of its properties may be bound or affected.

9.2.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SOS of this Agreement.

9.2.4 This Agreement has been duly executed and delivered by SOS and constitutes a legal, valid and binding obligation of SOS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

SECTION 10. TERMINATION AND DISPUTE ESCALATION

10.1 Termination by SOS. SOS may terminate this Agreement as follows:

10.1.1 SOS may terminate this Agreement immediately upon written notice to County, or at such later date as SOS may establish in such notice, if SOS fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to continue to operate the OCVR System, or to provide the System Services.

(a) In the event SOS reasonably believes it must terminate this Agreement pursuant to this Section 10.1.1, SOS shall provide notice to County as soon as possible of its intent to terminate this Agreement. When possible, SOS shall provide such notice to County 6 months prior to the effective date of the termination.

(b) Termination Assistance. In the event SOS terminates this Agreement under this Section 10.1.1, the Parties will cooperate in good faith with each other and with other counties to attempt to minimize the disruption and adverse effects caused by such termination to all counties business. As part of the cooperative effort, SOS shall develop, with the assistance of counties, a transition plan. In developing the transition plan, within the existing budget and legal constraints, SOS will consider including the following:

(i) Granting, subject to reasonable terms and conditions, or assisting County or counties' agreed upon designee to obtain a sublicense or other right to use software owned or licensed by SOS that is primarily then used by SOS to provide the services that are available through the OCVR System.

(ii) Providing County or counties' agreed upon designee appropriate interface information for the software provided that SOS has or reasonably can obtain the necessary rights.

(iii) Providing training for County personnel (or personnel of the counties' agreed upon designee) in operations and maintenance of the software owned or licensed by SOS that is primarily then used by SOS to provide the services that are available through the OCVR System.

(c) Given that SOS will terminate this Agreement under this Section 10.1.1 in the event of a lack of sufficient funding, County understands that it may be required to pay for some or all of the expenses associated with implementing the transition plan. Nothing in this Section requires County to agree to the transition plan.

10.1.2 SOS may terminate this Agreement if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that SOS' operation of the OCVR System or its performance of the System Services under this Agreement is prohibited.

10.1.2.3 SOS may terminate this Agreement upon breach of this Agreement by County and failure by County to cure the breach within 30 calendar days after written notice from SOS specifying the breach.

10.2 Termination by County. County may terminate this Agreement as follows:

10.2.1 County may terminate this Agreement immediately upon written notice to SOS, or at such later date as County may establish in such notice, if County fails to receive funding, appropriations, limitations or such other expenditure authority at levels sufficient to enable it to meet its contract obligations under this Agreement. In the event County reasonably believes it must terminate this Agreement pursuant to this Section 10.2.1, County shall provide notice to SOS as soon as possible of its intent to terminate this Agreement. When possible, County shall provide such notice to SOS 6 months prior to the effective date of the termination.

10.2.2 County may terminate this Agreement immediately upon written notice to SOS if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that County's performance of its obligations under this Agreement is prohibited.

10.2.2.3 County may terminate this Agreement upon breach of this Agreement by SOS and failure by SOS to cure the breach within 30 calendar days after written notice from County specifying the breach.

10.3 Remedies. Termination of this Agreement shall not affect any other remedies and rights which County or SOS may have under this Agreement, in law or in equity.

10.4. Dispute Escalation. SOS and County agree that it is in both Parties' best interests to initially attempt to settle disputes arising out of or in connection with this Agreement by unmediated negotiation. Therefore, the Parties agree to assign the appropriate representatives to comply with the following escalation process, and such representatives will have all necessary authority to bind their respective principals to any settlement achieved in the negotiation. If either Party believes that an incident has occurred related to Agreement performance, that there is an ongoing dispute, or there is an issue of poor performance (hereinafter a "Dispute"), which could be resolved short of termination, then it may initiate the dispute resolution process of this Section by sending the other Party written notice describing the problem and requesting that the other Party meet pursuant to this process.

10.4.1 Within five (5) business days of receipt of notice of a Dispute, SOS shall make available its OCVR Program Manager and County shall make available its Chief Deputy County Clerk to make good faith attempts to resolve the Dispute.

10.4.2 If these representatives cannot resolve the Dispute within the next five (5) business days, SOS shall make available its Elections Director and County shall make available its Department Director to make good faith attempts to resolve the Dispute.

10.4.3 If the Dispute is not resolved within fifteen (15) business days from the date the notice of Dispute was first received, or upon receipt of notice of a second consecutive Dispute, SOS shall promptly make available the Deputy Secretary of State and County shall make available its County Administrator to conduct a root-cause analysis of the failure of the Parties to cure such Dispute.

SECTION 11. GENERAL PROVISIONS

11.1 **Notices.** Notices shall be in writing and either delivered personally or sent by registered or certified mail, postage prepaid, by internationally recognized air courier or by facsimile or electronic means which provides for confirmation and acknowledgment of receipt. Notices sent to any Party under this Agreement shall be sent to the Party's Authorized Representative. Each Party may change its address for receiving notice or its Authorized Representative at any time upon notice given in accordance with this Section. Notices shall be deemed given upon delivery or, in the case of facsimile or electronic transmission, when acknowledgment and confirmation of receipt is received electronically, provided that a printed copy of such acknowledgment and confirmation is forwarded on the date received, by another means provided for in this Section.

11.2 **Force Majeure.** Neither Party shall be liable for a delay or failure to perform due to causes beyond its control.

11.3 **Independent Status.** SOS and SOS's staff, shall at all times be independent contractors. County shall have no right to, and shall not, control the manner or determine the method of accomplishing the System Services. Neither SOS nor SOS's staff are employees or agents of County, nor are County or County's staff employees or agents of SOS for any purpose whatsoever. Neither Party or its staff shall, under any circumstances, have any authority to act for or to bind the other Party, or to sign the name of the other Party, or to otherwise represent that it is in any way responsible for the other Party's acts or omissions.

11.4 **Governing Law; Venue; Consent to Jurisdiction.** In all respects this Agreement shall be governed by the substantive laws of the State of Oregon, without regard to its conflict of law principles, and applicable federal law. Any claim, action, suit or proceeding between any agency or department of the State of Oregon and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then it shall be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of its sovereign immunity. SOS AND COUNTY BY EXECUTION OF THIS AGREEMENT HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

11.5 **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall be unimpaired. Headings are for reference only and shall not affect the meaning of any provision of this Agreement.

11.6 **Funds Available.** County's obligation to make any payments under this Agreement is conditioned on County receiving sufficient expenditure authority to make any payments due under this Agreement. If County does not receive such expenditure authority, then County shall notify SOS as soon as practical. County's failure to receive sufficient expenditure authority to make any payments under this Agreement shall be treated as if County opted out of choosing the Elections Functions of the OCVR System under Section 3.2, effective on the date on which payment would have been due.

11.7 **Subcontractors.** County acknowledges and agrees that the System Services may be provided by a third party or third parties selected by SOS, and that nothing in this Agreement provides County any right to approve SOS' selection of such third parties. In the event that SOS chooses additional or different third parties to provide some or all of the System Services, SOS shall notify County, and provide County the information sufficient to allow County to exercise its rights under this Agreement.

11.8 **Agreement Documents; Order of Precedence; Integration and Waiver.**

11.8.1 This Agreement consists of the following documents, which shall be interpreted in the following, descending order of precedence: (i) this Agreement, less its Appendices, (ii) Appendix B, (iii) Appendix C, (iv)

Appendix D, and (v) Appendix A. Appendices A, B C, and D attached to this Agreement are incorporated into this Agreement.

11.8.2 This Agreement, including all Appendices, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

11.9 Amendment. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and when required approved by the 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. County, by its signature, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

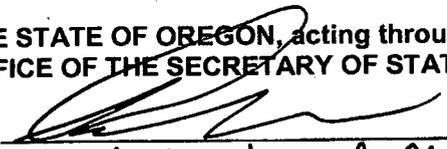
11.10 Survival. All rights and obligations shall cease upon termination or expiration of this Agreement except for the rights and obligations set forth in the following sections: Section 8 (Payment); Section 9 (Representations and Warranties); Section 10.3 (Remedies); Section 11.4 (Governing Law; Venue; Consent to Jurisdiction); Section 11.8 (Agreement Documents; Order of Precedence; Integration and Waiver); Section 11.10 (Survival); and Section 11.12 (Records):

11.11 Compliance with Law. SOS and County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

11.12 Records. Each Party shall maintain financial records relating to this Agreement in accordance with generally accepted accounting principles to clearly document the Party's performance. Additionally, each Party shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Party's performance of its duties under this Agreement. SOS, County, and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of the Parties that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. County and SOS shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable 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, whichever date is later.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day, month and year noted below.

**THE STATE OF OREGON, acting through its
OFFICE OF THE SECRETARY OF STATE**

By: 
Title: Deputy Secretary of State
Date: 11/7/05

Address and Fax for Notices: Oregon Secretary of State
Attn: P. Kevin Walther, CPPB, OPBC
255 Capitol St NE, Suite 180
Salem, OR 97310
Phone # 503-986-0514
Fax #503-378-4991

MULTNOMAH COUNTY

By: 
Title: DIRECTOR, DEPT OF COMMUNITY SVCS.
Date: 11/10/06

Address and Fax for Notices:

Appendix A

County Profile

County will use Elections Functions

Annual Payment for the Initial Term (as that term is defined in Section 2.1): \$101,978.00

Transition Period Provision pursuant to Section 8.6.2: None

County Hardware, Software and Voter Information:

Multnomah County					John Kauffman Director of Elections 1040 SE Morrison St. Portland, OR 97214-2495 (503) 988-3720	
1°	Title	Name	Phone	Email		
X	County Clerk	John Kauffman	(503) 988-3720	john.kauffman@co.multnomah.or.us	# of Voters	395,226
	IT Contact	Stephen Frame	(503) 988-4596	stephen.d.frame@co.multnomah.or.us		
	Central Services Support	Julie Bates	(503) 988-3720	julie.bates@co.multnomah.or.us		
		Karen Bechtolt	(503) 988-3720	karen.bechtolt@co.multnomah.or.us		
					Public IP Address	159.121.4.162,169
					Remote Support Approval	YES
OCVR Equipment						
#	Item	Make/model	OS	Description	HAVA Purchase?	Notes
12	Computer	Dell Optiplex GX270	Windows XP	P4, 2.4 GHz, 512MB	No	
16	Computer	Dell Optiplex GX400	Windows XP/2000	P4, 1.8 GHz, 256MB	No	
5	Computer	Dell Optiplex GX260	Windows 2000	P4, 2.0 GHz, 512MB	No	
1	Computer	Dell Optiplex GX400	Windows 2000	P4, 2.0 GHz, 384MB	No	
5	Printer	Dymo Labelwriter 330 Turbo			No	
1	Printer	HP Laserjet 2100TN			No	
1	Printer	HP Laserjet 5si MX			No	
1	Printer	Secap (HP/Pitney Bowes) 9K-LC		Envelope Printer	No	
1	Printer	HP Laserjet 5si MX			No	
1	Printer	Xerox Docuprint			No	
1	Printer	Canon Imagerunner 3300			No	
5	Printer	Dymo Labelwriter 330 Turbo			Yes	
1	Computer	HP DC 5000	Windows XP Pro	P4, 3.2 GHz, 512MB	Yes	
1	Monitor	HP L1755			Yes	
	Scanner	Canon DR 3080CII			Yes	
	Scanner	Canon DR 3080CII			Yes	
	Scanner	Canon DR 3080CII			Yes	
3	Scanner	Canon DR 3080CII			Yes	
2	Printer	Xerox Phaser 4500N			Yes	

Appendix B

Supported Services

Hardware services. SOS shall provide the following hardware services:

- **Recommendations.** SOS shall specify and recommend minimum hardware configurations necessary for County to operate the OCVR System. Unless agreed separately by SOS and County, County shall be responsible for purchasing and maintaining this equipment at its own cost.
- **Upgrades.** SOS will provide upgrades to the OCVR System Hardware as determined by SOS.

Unsupported hardware. SOS will not support any hardware except as set forth in the previous Section, including without limitation, the following:

- Copiers
- Facsimile devices
- County network equipment and wiring
- County desktop units and peripherals (printers, scanners, monitors)

Supported software. SOS shall support the following software:

- OCVR System software
- Reporting Tools for the OCVR System that reside on County desktop computers and that are specified in the County Profile.
- Security applications identified in the County Profile resident on County's computers

Software Services. SOS will make available software support services, including software installations and upgrades specific to the supported software listed above, including the costs of those services and upgrades in accordance with the Service Level Agreement, Appendix D, and in accordance with Section 4 of this Agreement.

Backup Services. SOS shall fully back up all OCVR System SOS-supported servers nightly every business day, at least one additional time per week and one additional time per month. SOS shall retain nightly backups for one week. SOS shall retain weekly backups for one month. SOS shall retain monthly backups for six months.

County may request data from a backup still in SOS' retention in accordance with the retention schedule set forth above by calling the Help Desk during its normal operating hours.

Appendix C

SOS Change Management Table

Change management refers to any event that alters the functional or technical specifications of the OCVR System, including its software, hardware, network and facilities. SOS shall take reasonable steps to conduct change management activities to minimize disruption of the services for which County uses the OCVR System. SOS shall notify County of change management activities in accordance with the following table, and will not proceed with any change management activity that requires County's confirmation until SOS receives County's confirmation. Notwithstanding Section 11.1 of this Agreement, SOS shall post notices required by this Appendix C on the OCVR System. County shall provide any required confirmation as set forth in the notification of change management activities. SOS shall have sole discretion to determine the classification of both planned and unplanned change management activities.

SOS Change Management		Business impact	County notification and confirmation	Example
Planned	Standard	Minor or repetitive changes considered part of the normal workflow with <i>no effect</i> on County's business	SOS will provide notice to County <i>24 hours</i> in advance. No confirmation required.	Change to screen background or background process. Transparent to user.
	Minor	Small changes that have a documented and proven implementation process with <i>little impact</i> to County's business.	SOS will provide notice to County <i>five working days</i> in advance. No confirmation required.	Installing patch on NT server.
	Moderate/Major	Changes that may affect multiple applications and have a <i>broad or significant business impact</i> .	SOS will provide notice to County <i>thirty calendar days</i> in advance. If County believes the change management will disrupt County elections, County must respond to SOS within the timeline set forth in SOS's notice. Upon receipt of such notice from County, SOS shall schedule the change management for a time mutually agreeable to the Parties. County's failure to respond to SOS within the timeline set forth in SOS' notice, shall be deemed County's confirmation of the change management.	New OS or version upgrade, local communication room upgrade in network infrastructure, replacing old information in system with new.

	Critical (during business hours)	System brought down to perform needed function to enable business continuation	SOS will provide notice to County 48 hours in advance. No confirmation required. SOS will consider impact on County if response from County is received within 24 hours of SOS's notice.	Unforeseen emergency that allows 48 hour notice
Unplanned	Critical (After-hours)	Changes that must be performed in order to correct a faulty IT service having <i>some impact</i> on County's business. Impact to business does not warrant immediate correction.	SOS will advise County <i>as soon as possible</i> after knowing such a change is required. No confirmation required.	Hung process on a server – needs to be corrected before next tape backup is scheduled.
	Emergency (Immediate)	Changes that must be performed in order to correct a faulty IT service having a <i>major impact</i> on County's business. Impact to business requires immediate resolution.	SOS will advise County <i>after change implementation</i> . No confirmation required.	Virus attack on network.

Appendix D

Service Level Agreement (SLA)

Services provided

This Service Level Agreement (SLA) describes Contractor's commitment to provide the following services for the Oregon Centralized Voter Registration (OCVR) project:

- **Hardware Support.** This includes all hardware for OCVR installed at the 3 data centers.
- **Third-Party Software Support.** This includes all third party software (Oracle DBMS, RedHat Linux and Microsoft Windows 2003 Server operating systems, Citrix middle-tier environment, etc.) installed on the hardware at the 3 data centers.
- **Security Monitoring.** This includes ongoing daily monitoring of all security devices and their outputs to ensure maximum security of the OCVR System.
- **Application Support.** This includes providing support for the OCVR Voter Registration and Election Management application including bug-fixes, enhancements, and changes required by end users or changes in State or Federal law.
- **Help Desk Support.** This includes providing a variety of assistance to end users via email, phone (1.866.400.OCVR), and onsite visits including assistance with explaining the application functionality, password issues, performance issues, and other issues related to the OCVR hardware or software.

This SLA does not cover services related to any other hardware or software owned by SOS or the Counties that is not related to OCVR, was not procured for the specific purpose of OCVR, and third party and DAS owned networks.

Hours of coverage

For the Select Plan, the procedures in this SLA are followed from 8:00 A.M. to 6:00 P.M. Monday through Friday PST. Any County may request emergency support and extend the hours of coverage through midnight or through the weekend by informing Contractor 24 hours in advance at no additional cost. For the Platinum Plan, the procedures in this SLA are followed 24 hours a day, 7 days a week.

Measurement and reporting

Contractor will provide SOS with the following reports:

Report name	Reporting interval	Delivery method
SLA Summary Report: The SLA Report will list: (i) Total Monthly Uptime in hours and percentage by Datacenter and for the System as a whole, (ii) Average time to resolution of all issues reported during the month and total number of issues handled during the month	Monthly	Email prior to in person discussion to the Contract Administrator at SOS.

(iii) Any Security issues that were handled		
(iv) Number of issues forward to the Change Control Board for approval and prioritization		
SLA Detail Report: Individual list of all issues, the person and county which reported the issue, the resolution or status of the issue, and the time it took to resolve the issue from the time it was reported to the time it was resolved.	Monthly	Email prior to in person discussion to the Contract Administrator at SOS.

Contractor contact:

Role	Name	Email	Phone
Help Desk Manager	Richard Chavez, Chaves Consulting	richard@chavesconsulting.com	1-866-400-OCVR (6287)
Project Manager	Barbara Conway	bconway@saberconsulting.com	503-566-7095

General overview

This SLA between SOS and Contractor establishes a commitment for **Oregon Centralized Voter Registration (OCVR) Support** as detailed in this SLA. This document clarifies both parties' responsibilities and procedures to ensure SOS needs are met in a timely manner.

The services provided under this SLA are known as the **Select Plan** and a high level overview of the **Select Plan** is shown in the table below:

Select Plan Details		
	Peak	Off peak
Phone Response	1 hours	3 hours
Onsite Response	4 hours	8 business hours
Phone Staffing	8 am - 6 pm Any county can call to extend support hours to midnight.	
Infrastructure Support	24 x 7 x 365	
Security Monitoring	24 x 7 x 365	

The pilot rollout platinum support will kick-in on the effective date of this Agreement and end on June 30th, 2006. A high level overview of the Platinum plan is shown in the table below:

Platinum Plan Details		
	Peak	Off peak
Phone Response	Immediate	1 hour
Onsite Response	2 hours	3 business hours
Phone Staffing	24 x 7 x 365	
Infrastructure Support	24 x 7 x 365	
Security Monitoring	24 x 7 x 365	

The table below provides definitions for terms used in this SLA.

Peak	During elections times. Any county can call to activate the peak support mode (Sep, Nov, Mar and May) which extends support to midnight.
Off-Peak	Regular support mode. 8:00AM to 6:00 PM Monday through Friday except holidays.
Hardware Support	The fees charged by the hardware vendors to respond to fixing hardware issues with certain periods of times including labor and spare parts charges.
Software Licenses	The fees charged by software vendors (Oracle, Citrix, ImageBasic, Linux Red Hat OS, etc.) to resolve issues with the software and provide upgrades and patches.
Infrastructure Support	Manning the data centers to perform all System ongoing maintenance and housing activities including databases backup and recovery, file System backup and recovery, System tuning, System upgrades, problem resolutions and preventive maintenance.
Security Monitoring	24x7 active monitoring of all security devices, alerts and defense mechanisms to ensure immediate response to any security threats and to ensure all systems are kept up to date and in optimum working conditions.
Personnel: Technical	The team of system and network engineers needed to provide the infrastructure support.
Personnel: Developers	The team of developers to provide application support. The support include bug fixes and developing approved enhancements. The amount of application enhancements is a function of the number of available developers.
Personnel: Support	The first (and probably second) lines of support to resolve issues for users.

Details regarding the **Platinum and Select Plans** are provided below. Contractor will provide the following services:

- One toll free number for all IT, application, and infrastructure related issues, i.e., an SOS IT staff member simply has to call one toll free number to report a problem with any part of the entire System (rather than calling HP or Oracle or F5 or any other hardware or software vendor). A Contractor technician will then either contact the appropriate hardware or software vendor or will be dispatched to diagnose and correct the problem onsite.
- One toll free number for all counties and end users to call to obtain remote or onsite training including refresh of a user's authentication credentials, new hire training, application access issues, application functionality questions, or any other questions they may have regarding OCVR. A Contractor OCVR functional expert/trainer will answer the question over the phone or will be dispatched onsite to assist the county. County end users can also use an email address or enter the issue directly into the Feedback and Support module integrated into the OCVR System.
- Security Monitoring services that include 24x7 active monitoring of all security devices, alerts and defense mechanisms to ensure immediate response to any security threats and to ensure all systems are kept up to date and in optimum working conditions.
- All calls will be handled by phone immediately or with two hours onsite response for the Platinum Plan and via a one hour callback phone response and 4 hours onsite response for the Select Plan (if required) during peak election periods. SOS will inform Contractor 15 days prior to the date that it considers the start of a peak election period. Contractor assumes that SOS will not arbitrarily declare a period of days as a peak election period if in fact it is not such a period.
- All calls will be handled via 1 hour callback phone response and 3 hours onsite response for the Platinum Plan and 3 hour callback phone response and 8 hour onsite response for the Select Plan (if required) during off peak periods. SOS will inform Contractor 15 days prior to the date that it considers the end of the peak election period and the start of the off peak period.
- The Contractor Help Desk will be available at all times to end users under the Platinum Plan and will be available from 8am – 6pm during off-peak periods and from 8am through midnight during peak periods under the Select Plan. During off peak periods, any county user may call Contractor (with 24 hours notice) to extend the help desk support hours to midnight. Any support calls made during the weekend (or during standard State holidays) will be returned after 8am PST the following Monday (or the day after the holiday).
- OCVR application support, maintenance, upgrades (whether due to changes in State or Federal Election law or because the users have decided to make changes in the application), and technical documentation revisions and updates. This includes the ability for SOS IT staff to call and ask any technical questions regarding the

application, its performance, its database structure, its design, its backup and recovery capabilities or any other questions related to operation, maintenance, or preventive maintenance of the application.

- Contractor does not put an upper limit on the number of changes to the application that can be requested by SOS, the number of support calls that can be made by IT staff or end users, or the number of onsite visits that may need to be made if the problem cannot be resolved over the phone or remotely.
- Contractor commits to a timeframe for application changes (especially in the case of changes required by law) that is timely and acceptable to SOS. The changes will be determined on a change order control form and the timeframe will be approved by SOS; Contractor is committed to providing the changes during that approved timeframe.
- Contractor will specifically supply support for the datacenter hardware and software and the county hardware and software listed in Attachment 1 to this Appendix D. SOS is responsible for on time payment of support charges for all third party hardware and software (such as Oracle, Citrix, etc.). For Contractor Platinum or Select Support to be in effect, SOS must not let any required third party hardware or software support agreement lapse.

Terms and conditions

SLA review

Contractor's designee will initiate a review of this SLA with the SOS 90 days after the effective date of Amendment 1 to the contract between SOS and Contractor. A representative of either party may submit a written request for review of this SLA to the SOS Program Manager at any time. This SLA should be reviewed annually. In the absence of the completion of a review, the current SLA will remain in effect. Contractor will incorporate revisions into this SLA if both parties mutually agree to the proposed changes.

Party responsibilities

SOS responsibilities

SOS agrees to:

- Keep third party hardware and software support current by promptly paying all support payments to these vendors (e.g. Oracle, Citrix, Tripwire, etc.).
- Provide access to Contractor personnel to all data centers and county offices to provide the services covered under this SLA.
- Hold meetings of the Change Control Board to approve, prioritize, and schedule changes requested by end users or required by changes in State or Federal laws.
- Be willing and available to provide critical information within an appropriate time of receiving a request for information from a Contractor personnel seeking to resolve an issue.

- Pay for the Platinum and Select Support Plans.
- Work with DAS and other Network Service Providers in case of network interruptions.
- Work with DMV and other State Agencies in case of service interruptions caused by those Agencies not providing information needed by OCVR interfaces.

Contractor responsibilities

- Meet all requirements as specified by the Select Plan described above.
- Provide Monthly SLA Summary and Detail reports to SOS.
- Maintain Support staff and appropriate backup staff in case the primary staff is not available.
- Maintain appropriate documentation of all calls, emails, and issues as part of this SLA.
- Work with SOS to identify and assist in resolving issues with network connectivity and service interruptions due to other State Agencies not providing data for required interfaces.
- Correct defects in the System in accordance with Attachment 2 to this Appendix D.
- Contractor will not be responsible for the maintenance and support of County or State networks.

Attachment 1 to Appendix D: Supported hardware and software

OCVR Server Configurations & Rack Allocations

Salem Rack	Eugene Rack	Burns Rack
4 x Config 6	1 x Config 8	1 x Config 8
4 x Config 5	4 x Config 6	4 x Config 6
1 x Config 2	4 x Config 5	4 x Config 5
2 x Config 1	2 x Config 1	2 x Config 1
1 x Config 4	3 x Config 3	3 x Config 3
2 x Config 3	1 x Config 7	1 x Config 7
1 x Config 7		

Config 1	Config 2	Config 3
Compaq Proliant DL380	Compaq Proliant DL380	Compaq Proliant DL380
Single Xeon 3.2GHZ	Dual Xeon 3.2GHZ	Single Xeon 2.8GHZ
2MB L2 Cache	2MB L2 Cache	512K L2 Cache
9GB RAM	4GB RAM	1GB RAM
4x146GB 10K U320 HDD	2x72 15K U320 HDD	3x36 10K U320 HDD
Redundant Power Supply	Redundant Power Supply	Redundant Power Supply
3 Redundant Fans	Redundant Fans	Redundant Fans
Redhat Linux 3.0 AS	Redhat Linux 3.0 AS	Windows 2003 Server SE
Oracle9i V9.2.0.5	Oracle9i V9.2.0.5	Func.: Sec. Mgmt Server
Purpose: 9i RAC Servers	Func.: Data Guard Server	
6 Servers	1 Server	8 Servers

Config 4	Config 5	Config 6
Compaq Proliant DL380	Compaq Proliant DL360	Compaq Proliant DL360
Dual Xeon 2.8GHZ	Dual Xeon 3.06GHZ	Single Xeon 3.06GHZ
512K L2 Cache	1MB L2 Cache	1MB L2 Cache
2GB RAM	4GB RAM	1GB RAM
3x36 10K U320 HDD	2x36GB 15K U320 HDD	1x36GB 15K U320 Hdd
Redundant Power Supply	Redundant Power	Redundant Power
Redundant Fans	Windows 2003 Sever SE	Windows 2003 Server SE
Windows 2003 Server SE	Citrix Metaframe 3.0	6 Secure Gateway Servers
MS SQL Server 7.0	Func.: Presentation Servers	6 Citirix Web Servers
Func. : Security Mgmt		
1 Server	12 Servers	12 Servers

Config 7	Config 8
42U EVA CAB 60HZ	HP Tape Autoloader
EVA3000	OV Data Protector Cell Mng
8 x 72 15K U320 HDD	

* Configurations may incur minor changes as installation/Configurations Progresses

Development, Test, and Training Environment

Software List	Qty
Computer Associates BrightStor Backup Software version 11.0	1
Oracle Enterprise Edition 9i	3
Citrix MetaFrame Presentation Server 3.0	100 Users
Vision X Software	Vol
Windows 2003 Standard Edition (32bit)	3
Redhat Linux 2.1 AS (x86)	2
Windows 2003 Terminal Server Licenses	50
Computer Associates E-Trust Antivirus	7
Hardware List	
PowerEdge 4210,42U Rack with Keyboard and Monitor	1
16 Port KVM Switch	1
PowerEdge 1750,2.8GHz/512K Cache Xeon, 533MHz Front Side Bus (221-2098), Single Processor , 2GB DDR,266MHz,2X1GB DIMMS, 2 X 36GB U320, SCSI, 10K, Hard Drive, Dual Power Sources, 3 Years Silver Support	7
PowerEdge 6600 2.8GHz/2MB Cache Xeon, Redundant Power (221-3333), Single Processor, 8GB DDR RAM (8X1GB), 4 X 36GB and 4 X 73GB 10K RPM, Ultra 320, SCSI Hard Drives, Dual Power Sources, 3 years Silver Support	2
HP Procuve Switch	1
PV114T,LTO1 Tape Backup Unit, with three years Silver Support	1
Tape Media,LTO,5 Pack,100/200 GB	2

ATTACHMENT 2 TO APPENDIX D

ERROR/DEFECT CORRECTION

Contractor shall exercise its best efforts to maintain the System for all levels of errors described below, in accordance with the most stringent of the following procedures: (1) the procedures set forth below; or (2) the procedures set forth in the Platinum Plan table in the General Overview section of this Appendix D. For purposes of this Appendix D, System means those portions of the System within SOS control.

Priority Level	Criteria	Time Limit For Contractor to Respond to Request by SOS or County	Time Limit For Contractor to Correct Error/Defect
1	<p><u>Critical</u>: Problem may cause the election process to stop, any County can't proceed with an election, or the security or integrity of the System may be compromised if not addressed.</p>	<p>Within one (1) hour from SOS's notification to Contractor, Contractor shall provide to SOS, or within one (1) hour from County's notification to Contractor, Contractor shall provide to County, a proposed plan to correct such error. Plan shall include a list of all assigned Contractor resources dedicated to the resolution of the problem.</p>	<p>Once proposed plan to correct error has been received by SOS or County, as applicable, a time limit will be negotiated. If a work around cannot be found, an update will be prepared on an emergency basis.</p>
2	<p><u>Severe Impact</u>: Basic service provided by the System is degraded; some functions may not be available or may be inadequate; work around exists. May become a critical priority level if not addressed.</p>	<p>Within two (2) hours from SOS's notification to Contractor, Contractor shall provide to SOS, or within two (2) hours from County's notification Contractor, Contractor shall provide to County, a proposed plan to correct such error. Plan shall include a list of all assigned Contractor resources dedicated to the resolution of the problem.</p>	<p>Contractor shall have seven (7) calendar days to correct the error. Contractor shall provide a daily status on its progress in resolving the problem.</p>

3	<p><u>Degraded Operation:</u> Minor functional problems cause inconvenience to users of the System; workaround exists; the System recovers on its own, but the problem continues.</p>	<p>Within twenty-four (24) hours from SOS's notification to Contractor, Contractor shall provide to SOS, or within twenty-four (24) hours from County's notification to Contractor, Contractor shall provide to County, a proposed plan to correct such error. Plan shall include a list of all assigned Contractor resources dedicated to the resolution of the problem.</p>	<p>Contractor shall have thirty (30) calendar days to correct the error. Contractor shall provide a weekly status on its progress in resolving the problem.</p>
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4	<p><u>Suggestion or Comment:</u> Suggestions and comments can be incorporated in the next update if SOS and Contractor deem it appropriate. County may request enhancements to the System in accordance with Section 5.1 of the Agreement.</p>	<p>No immediate response is necessary.</p>	<p>If SOS or County is unable to solve a problem, Contractor will assist SOS or County, as applicable by telephone according to the above priorities, with respect to the use and operation of the System. Such assistance will be available to SOS or County, as applicable at no cost continuously during Contractor's regular business hours.</p>
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**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/16/06
 Agenda Item #: R-6
 Est. Start Time: 9:50 AM
 Date Submitted: 01/23/06

BUDGET MODIFICATION: -

Agenda Title: RESOLUTION Approving the Transportation System Plan for the Urban Unincorporated Pockets of Multnomah County

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Community Services</u>	Division:	<u>DCS</u>
Contact(s):	<u>Matthew Larsen</u>		
Phone:	<u>503-988-5050</u>	Ext.	<u>29640</u>
		I/O Address:	<u>455/2</u>
Presenter(s):	<u>Matthew Larsen</u>		

General Information

1. What action are you requesting from the Board?

Adoption of a Resolution Approving the Transportation System Plan for the Urban Unincorporated Pockets of Multnomah County.

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

The Land Use and Transportation Program was awarded a grant from the Transportation and Growth Management Program of ODOT. The grant funded the completion of a Transportation System Plan (TSP) for the urban unincorporated portions of the County. The State Transportation Planning Rule requires the County to complete TSPs wherever it provides transportation services. City of Portland staff served as consultants in the development of this TSP. The final draft was presented to the County Planning Commission in August, which had no objections or comments on the plan. You may access the 182 page Transportation System Plan for the Urban Pockets of Unincorporated Multnomah County by clicking onto "Planning documents" at:

<http://www2.co.multnomah.or.us/jsp/Public/EntryPoint?ch=c3da3c7e50f96010VgnVCM1000003bc614acRCRD>

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

None

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

None

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

A Technical Advisory Committee of City and County staff was formed to provide input to the development of the TSP. A Citizens Advisory Committee made up of citizens from all of the pocket areas met several times to give input on the plan. City and County staff attending neighborhood meetings in each of the pocket areas to provide updates on the plan and to solicit input. The input from all of these sources is incorporated into the final draft of the plan.

Required Signatures

**Department/
Agency Director:**

Robert A Maestra

Date: 01/23/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BOGSTAD Deborah L

From: LARSEN Matthew F
Sent: Wednesday, February 08, 2006 5:05 PM
To: BOGSTAD Deborah L
Subject: TSP Link

You can find the TSP on this page under "Planning documents":

<http://www2.co.multnomah.or.us/jsp/Public/EntryPoint?ch=c3da3c7e50f96010VgnVCM1000003bc614acRCRD>

Matthew Larsen
Transportation Planning Specialist
Multnomah County
503-988-5050 ext. 29640

2/8/2006

BOGSTAD Deborah L

From: HoltzReport [holtzreport@juno.com]
Sent: Thursday, January 26, 2006 12:22 PM
To: BOGSTAD Deborah L
Subject: Citizen Comments on the Urban Pockets TSP for 2/16/2006 Board meeting

Dear Ms. Bogstad,

Please provide these comments to the Commissioners.

I am a Board-appointed member of Multnomah County Bicycle and Pedestrian Citizen Advisory Committee, but these remarks are personal. The Bicycle and Pedestrian CAC has not formally reviewed the Urban Pockets TSP report.

Regards,
 Andrew Holtz
 (contact information below)

Comments regarding the TRANSPORTATION SYSTEM PLAN FOR THE URBAN POCKETS OF UNINCORPORATED
 MULTNOMAH COUNTY
 For the February 16, 2006 meeting of the Multnomah County Board of Commissioners.

As a resident of an unincorporated urban pocket at the western edge of Multnomah County, a citizen representative on the urban pockets Citizen Advisory Committee, and a member of the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee, I endorse the final report of the group and the proposals to coordinate definitions and transportation planning in the pockets. But this report does more than just make technical adjustments to the TSP; it documents specific roads and neighborhoods that have been neglected for too many decades.

The report highlights the substandard infrastructure of the pockets, particularly in the SW and NW hills, where the burden of narrow roads and the absence of sidewalks falls most heavily on bicyclists and pedestrians. Of greatest importance is the hazard these conditions present to children walking or bicycling to school and other neighborhood activities.

It is noteworthy that this document highlights the dramatic impact of the Forest Heights development on traffic and transportation on area roads. For the first time that I am aware, this report recognizes that NW Miller Road is a virtually impenetrable barrier to bicyclists and pedestrians attempting to travel between the Forest Heights neighborhood and other parts of the community. Specifically, the high-speed traffic and lack of either sidewalks or bicycle lanes cuts off the students living in Forest Heights, including a large portion of the student body of Forest Park Elementary school, from safely biking to their middle school: East/West Sylvan.

I urge the Multnomah County Board of Commissioners to pay attention to the fact that the lack of sidewalks and bike lanes means that 85th percentile speeds that might be tolerable on a "complete street" present significant hazards on the substandard streets in the unincorporated pockets and neighboring areas within the city limits. Pedestrians often must walk in the street itself, around corners with extremely limited sight distance, because they have no alternatives. School children are walking in the streets in order to get to and from school or bus stops. For example, both our son and daughter walk on SW Humphrey Blvd at Humphrey Ct., where some of the speed measurements for this report were taken. The posted speed limit is 25 mph, and the advisory speed for that corner is 15 mph, but the 85th percentile speed in this report is *double* the advisory speed. There

2/8/2006

is no sidewalk here; indeed the shoulder is barely one foot wide next to an 8-foot sheer drop. The conditions are intolerable.

There is evidence that the speed measurements quoted in this reports are underestimates. A 2003 report by PDOT that was prepared as background for a neighborhood vote on speed humps listed higher speeds.

“Humphrey Boulevard

Humphrey Boulevard is posted at 25 miles per hour, while the 85th percentile speeds on the west 2/3rds of Humphrey Blvd have averaged 35.8 mph with the highest 85th percentile speed measured being 41 mph. The east 1/3 of Humphrey has significant curves. The average 85th percentile speed in the curves is 27 mph with 33 mph the highest 85th percentile speed measured. Traffic volume on Humphrey Blvd is approximately 3100 vehicles per day. Ninety-five percent of the vehicles on Humphrey are automobiles.”

(Portland Office of Transportation Review of Current Traffic Conditions. Prepared 5/22/2003. Provided by Scott Batson.)

Follow-up measurements made in the spring of 2004 found no significant change in the speeds.

In conclusion, the technical changes proposed by the urban pockets report make sense. From a larger policy perspective, the important message of this report is that the substandard streets in the unincorporated pockets and nearby city neighborhoods present many serious barriers to transportation. This report should be used to help guide remedial efforts with all possible speed.

Sincerely,

Andrew Holtz

holtzreport@juno.com

Home: 503-296-9321

Office: 503-292-1699

4723 SW Humphrey Ct.

Portland, OR 97221-2326

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO.

Approving the Transportation System Plan for the Urban Unincorporated Pockets of Multnomah County

The Multnomah County Board of Commissioners Finds:

- a. In June, 2004, Multnomah County received a grant from the State Transportation and Growth Management Program to complete a Transportation System Plan for the Urban Unincorporated Pockets of Multnomah County (TSP)
- b. Multnomah County hired the City of Portland to act as a consultant in the development of the TSP.
- c. The TSP provides transportation policies and identifies needed transportation improvements for the urban unincorporated areas of Multnomah County, in accordance with the Statewide Transportation Planning Rule,
- d. In September 2004, a Citizens Advisory Committee (Committee) comprised of residents from the affected areas, was formed to assist in the preparation of the TSP.
- e. The Committee met four times between September 2004 and March 2005 and formulated draft policies and projects to be included within the TSP.
- f. After final input from the Committee a draft TSP was developed by the County's Land Use and Transportation Program and the City of Portland.
- g. The draft TSP received approval from the Oregon Department of Transportation in July 2005.
- h. On August 1, 2005, the Multnomah County Planning Commission held a public work session on the draft TSP and no objections were received. The Planning Commission took no further action because the City of Portland administers the County's land use planning code in the affected areas pursuant to the 2002 "Urban Pockets" IGA, between the County and City.

The Multnomah County Board of Commissioners Resolves:

1. The attached Transportation System Plan for the Urban Unincorporated Pockets of Multnomah County is approved.

ADOPTED this 16th day of February, 2006.

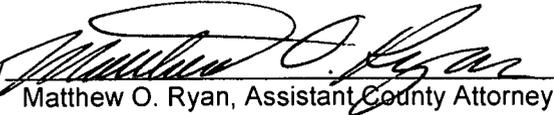
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLES, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Matthew O. Ryan, Assistant County Attorney

**TRANSPORTATION
SYSTEM PLAN
FOR THE
URBAN POCKETS
OF
UNINCORPORATED
MULTNOMAH COUNTY**

JUNE 30 2005



**MULTNOMAH
COUNTY**

ACKNOWLEDGEMENTS

Multnomah County Board of Commissioners

Diane Linn, Chair
Maria Rojo de Steffey
Serena Cruz
Lisa Naito
Lonnie Roberts

Multnomah County Transportation Planning

Ed Abrahamson, Principal Planner
Matthew Larsen, Project Manager

City of Portland Office of Transportation

Sam Adams, Commissioner
Brant Williams, Director
Laurel Wentworth, Planning Program Manager
John Gillam, Policy Section Manager

City of Portland Office of Transportation Project Staff

Gabe Onyeador, Project Manager
Jeanne Harrison, Senior Transportation Planner
Ningsheng Zhou, Senior Transportation Planner
David Hampsten, Staff Assistant
Sumi Malik, Staff Assistant
Samy Foutes, Graphics Illustrator
Judith Fouts, Secretarial Support

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed in part by federal Transportation Equity Act for the 21st Century (TEA-21), local government and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

ACKNOWLEDGEMENTS

Citizen Advisory Committee

Linda Bauer, Pleasant Valley Neighborhood
Kristen Corwin, Wilcox Neighborhood
Clark Hansen, Forest Park Neighborhood
Gretchen Hollands, Sylvan-Highlands Neighborhood
Andrew Holtz, Southwest Hills Residential League
Brian Lantow, Riverdale Neighborhood
Charles B. Ormsby, Birdshill CPO
Pamella Settlegoode, Southwest Hills Residential League
Chuck Shaw, Bridlemile Neighborhood

Technical Advisory Committee

Mohammad Fattahi, Clackamas County
Jill Grenda, City of Portland, Bureau of Development Services
Jamie Jeffrey, City of Portland Office of Transportation
Gregg Leion, Washington County
Ted Leybold, Metro
Mark Rohden, Tri-Met
Amy Rose, Metro
Ron Skidmore, Clackamas County
Tom Tushner, City of Lake Oswego

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CHAPTER 1: INTRODUCTION

Background

In January 2002, the Multnomah County Board of Commissioners adopted the City of Portland's comprehensive plan, zoning code, and zoning maps for the urban unincorporated areas, and transferred responsibility for development review for land use in these areas to the City. Multnomah County retains jurisdiction and development review responsibilities for the transportation system. In addition to addressing the important issue of compliance with Transportation Planning Rule requirements, this plan will also resolve a development review coordination issue between Multnomah County and the City of Portland, and address City Council directives related to the Pleasant Valley planning process.

Development activity in the urban pockets has increased significantly since the transfer of land use authority in 2002, and additional land was added to the urban pockets in 2005 in the Pleasant Valley area. This increase has exposed the differences in the road classification systems of the City and the County. For example, Multnomah County does not have a separate transit or pedestrian classification system and the City of Portland does. Conversely, the City of Portland does not have standards for local access roads, which make up a large portion of the road system within the urban pockets.

Furthermore, the City zoning code, used in development review, refers to City functional street classifications. In the interim, the City of Portland and Multnomah County developed a conversion table and maps that attempt to match the County and City systems. However, no policy has been established to determine how or when one jurisdiction can vary from its standards to match the requirements of the other jurisdiction. The inconsistency between the two classification systems makes it difficult to determine transportation requirements for development in the unincorporated areas.

This project will build upon the recent effort by Multnomah County to update its functional classification for the Trafficway street classification system. The update has brought the county traffic classification into conformance with the classification and standards of affected jurisdictions included in the project: Oregon Department of Transportation, Metro, and the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village. The process recommended comprehensive plan amendments to the adopted Multnomah County Functional Classification of Trafficways map and text. The products from this project will also be folded into the adopted Multnomah County Functional Classification of Trafficways map and text through comprehensive plan amendments.

Project Scope

As shown in Figure 1, the unincorporated urban portions of Multnomah County (County) that are within Portland's Urban Services Boundary are located adjacent to the Northwest, Southwest and Far Southeast transportation districts, identified in Portland's Transportation System Plan (TSP).

The seven areas adjacent to the Northwest District, referred to in this report as Forest Park/Southwest Hills, are located north of US 26 and generally south of NW Cornell. The largest area covers slightly more than one square mile. The other parcels are much smaller in size. The area is characterized by low-density single-family development, several communication towers, and undeveloped land.

The three areas adjacent to the Southwest District are located in the northwest and southeast parts of the district. The area adjacent to the northwest part of the district is centered on SW Patton, SW Scholls Ferry and SW Humphrey. This area, also part of the Forest Park/Southwest Hill Area referred to in this study, is slightly less than a square mile in size and is characterized by low-density single-family development and some undeveloped parcels. The area adjacent to the southeast boundary of the district is the Dunthorpe neighborhood. This area is approximately six square miles in size. It is bounded roughly by SW Terwilliger on the west and the Willamette River on the east. Southwest Macadam/SW Riverside (Highway 43) runs north/south near its eastern boundary. This area is characterized by large, older single-family homes on large lots. The third area is located south and east of SW Boones Ferry between SW 8th and SW 19th. This area is approximately three-quarters of a square mile in size and is characterized by low-density single family development oriented to SW Englewood, which runs east-west through it. The latter two areas are part of the Dunthorpe Area referred to in this study.

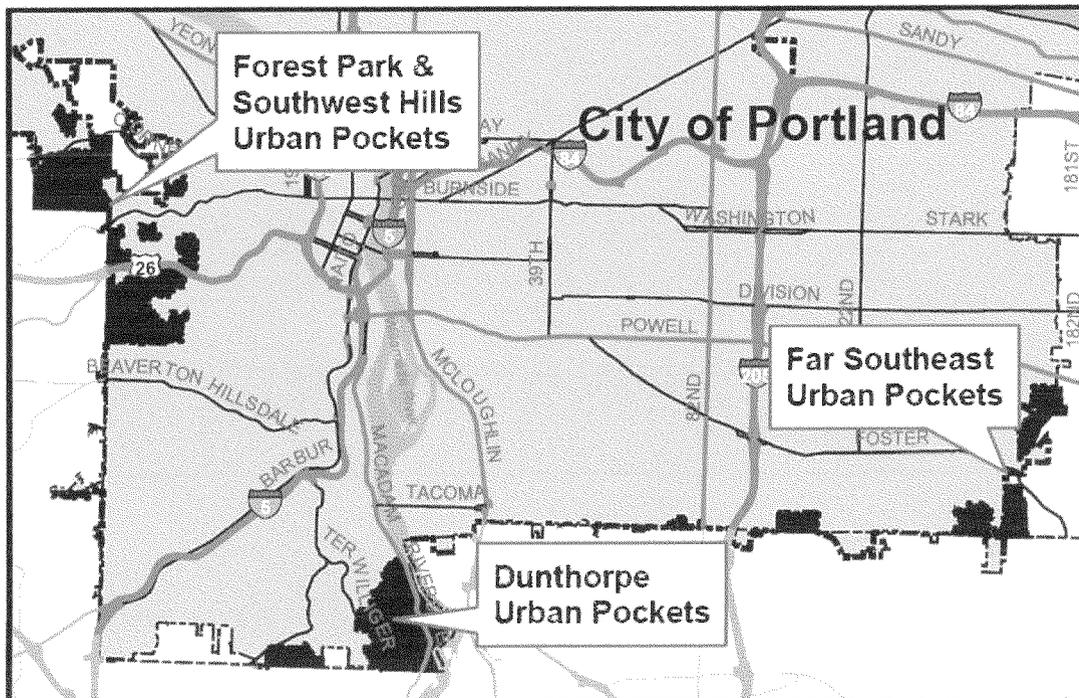


Figure 1 Location of Urban Pockets.

There are four areas adjacent to the Far Southeast District boundary. One is the northern half of the Lincoln Memorial Park cemetery south and west of SE Mt. Scott Boulevard. The second area lies on either side of SE Barbara Welch Road, which runs through it in a north/south direction. These two areas total approximately one-half of a square mile in size. The area around SE Barbara Welch is very sparsely populated with single-family homes. In addition, two areas included in the Pleasant Valley Concept Plan are also included in the study. The first area is centered along SE Jenne Road and the Springwater Trail. The second area lies generally east of SE 162nd Avenue and north of the county line. Both areas are predominantly rural residential. All four areas are together referred to as the Far Southeast Area.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/16/06
 Agenda Item #: R-7
 Est. Start Time: 9:55
 Date Submitted: 02/08/06

BUDGET MODIFICATION:

Agenda Title: RESOLUTION Approving an Amended Consortium Agreement under the Workforce Investment Act of 1998 between Multnomah County, Washington County and the City of Portland

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>10 mins</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Chair Linn and Commissioner Roberts</u>
Contact(s):	<u>Andy Smith</u>		
Phone:	<u>503 988-5772</u>	Ext.	<u>84435</u>
		I/O Address:	<u>503/600</u>
Presenter(s):	<u>Chair Diane Linn and Commissioner Lonnie Roberts</u>		

General Information

1. What action are you requesting from the Board?

Approve a Resolution approving an Amended Consortium Agreement under the Workforce Investment Act of 1998 between Multnomah County, Washington County and the City of Portland.

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

Multnomah County, Washington County, and the City of Portland have been designated by the Governor as a local Workforce Investment Area ("Area") for the purposes of the Workforce Investment Act of 1998 ("WIA"). The WIA requires that public entities in a multi-jurisdictional Area enter into consortium agreements. Worksystems Inc. ("WSI") currently serves as the grant recipient and fiscal agent for the Area, and as such, funds career placement and training services in Multnomah and Washington Counties and the City of Portland and will continue to serve this function under the Amended Consortium Agreement. The Amended Consortium Agreement streamlines operation of WSI and the WIB by creation of a smaller, WSI board and defines in more

detail the responsibilities of WSI, the WIB and the Governing Board of the WIB.

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

None.

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

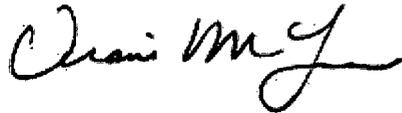
By Resolution 04-172 adopted December 2, 2004 the Board approved a Consortium Agreement between Multnomah County, Washington County and the City of Portland pursuant to the requirements of the WIA. This resolution would amend that agreement.

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

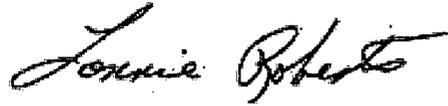
The Amended Consortium Agreement continues to provide for inclusion of broad-based representation from the community, including significant representation from the private business sector and labor organizations, on the Workforce Investment Board that governs Worksystems Inc and on the newly created WSI Board.

Required Signatures

**Department/
Agency Director:**



Date: 02/08/06



Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving an Amended Consortium Agreement under the Workforce Investment Act of 1998 between Multnomah County, Washington County and the City of Portland

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County, Washington County, and the City of Portland have been designated by the Governor as a local Workforce Investment Area ("Area") for the purposes of the Workforce Investment Act of 1998 ("WIA").
- b. The WIA requires that public entities in a multi-jurisdictional Area enter into consortium agreements.
- c. By Resolution 04-172 adopted December 2, 2004 the Board approved a Consortium Agreement between Multnomah County, Washington County and the City of Portland pursuant to the requirements of the WIA.
- d. Worksystems Inc. ("WSI") currently serves as the grant recipient and fiscal agent for the Area, and as such, funds career placement and training services in Multnomah and Washington Counties and the City of Portland and will continue to serve this function under the Amended Consortium Agreement;
- e. Like the Consortium Agreement previously approved by the Board, the Amended Consortium Agreement provides for broad-based representation from the community (including significant representation from the private business sector and labor organizations) on the Workforce Investment Board ("WIB") that governs Worksystems Inc. and on the newly created WSI Board.
- f. The Amended Consortium Agreement streamlines operation of WSI and the WIB by creation of a smaller WSI board and defines in more detail the responsibilities of, WSI, the WIB and the Governing Board of the WIB.

The Multnomah County Board of Commissioners Resolves:

The Amended Consortium Agreement between Multnomah and Washington Counties and the City of Portland attached to this Resolution is approved and the County Chair is authorized to sign the Agreement on behalf of the Board.

ADOPTED this 16th day of February, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney

AMENDED CONSORTIUM AGREEMENT
between
MULTNOMAH and WASHINGTON COUNTIES
and the
CITY OF PORTLAND

The Parties to this Amended Consortium Agreement are Multnomah and Washington Counties and the City of Portland, hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties recognize the serious and complex problems resulting from unemployment and low wages among their citizens, and

WHEREAS, increased globalization, technological advances and accelerating demographic changes continually add to the mismatch between labor force skills and employer needs, and

WHEREAS, workforce development problems and solutions transcend traditional governmental boundaries, and

WHEREAS, a productive workforce investment system can most effectively be created and expanded in partnership with the private sector, and

WHEREAS, the Parties wish to realign and increase the effectiveness of the area's workforce investment system, its Workforce Investment Board (WIB) and the Worksystems, Inc. (WSI) Board of Directors, and

WHEREAS, the Parties desire to replace the current Consortium Agreement, adopted December 4, 2004, with this Amended Consortium Agreement,
NOW, THEREFORE, BE IT RESOLVED as follows:

1. **WORKFORCE INVESTMENT AREA**

The Workforce Investment Area ("Area") shall continue to include all of Multnomah and Washington Counties and the City of Portland.

2. **GOVERNING BOARD**

A. A Governing Board is made up of one local elected official from each of the three Parties. The Governing Board shall have the following duties and responsibilities:

- Appoint, reappoint and remove WIB members and WSI Directors in accordance with paragraphs 6 and 7 of this Agreement;
- Regularly attend WIB, WSI Board of Directors and Governing Board meetings; and,
- Perform all other duties and functions assigned to consortiums of local elected officials by the Workforce Investment Act (WIA) or by implementing Federal or State of Oregon rules or policies.

B. The Governing Board may also elect to discuss and approve or disapprove the following WIB or WSI actions, plans or policies:

- The content of the two-year WIA plan for the area, including modifications thereto;
- The content of the WIA strategic plan for the area, including modifications thereto;
- WSI's and the WIB's Codes of Conduct;
- One-stop Career Center chartering and certification;
- Contract awards to service providers;
- WSI's annual budget, including modifications thereto; and,
- Acceptance and the resolution of audit and monitoring findings.

C. Should any WIB or WSI action, plan or policy be disapproved by the Governing Board, that particular action, plan or policy shall not be effective unless and until a mutually acceptable solution is agreed to by both the Governing Board and either the WIB or WSI.

3. GOVERNING BOARD DECISIONS

Each of the Governing Board members shall have one vote. The Governing Board members may each select one alternate who shall have all the powers and rights of the Governing Board member who selected the alternate, and who shall also count towards a quorum when that Board member is absent. A quorum consists of not less than three members. Decisions require the unanimous vote of the three Parties. The Governing Board may adopt bylaws consistent with this agreement.

4. GOVERNING BOARD CHAIR

The Governing Board shall annually elect a Chair who shall sign documents as authorized by and on behalf of the Governing Board. The Chair shall serve until a successor is elected or until resignation. The Governing Board may elect other officers as it sees fit.

5. GOVERNING BOARD MEETINGS

The Governing Board shall meet at least annually and at such other times as are deemed necessary. Meetings may be called by the Chair or by any two Governing Board members by providing reasonable advance written notice to all Governing Board members and to any alternates. Meeting notices shall contain the time, place and agenda for all meetings. Meetings may be held by conference call. Advance notice and other meeting requirements may be waived, to the extent permitted by law, by unanimous consent of Governing Board members.

6. WORKSYSTEMS, INC. AND THE WORKSYSTEMS, INC. BOARD OF DIRECTORS

- A. Worksystems, Inc. ("WSI") is an Oregon nonprofit corporation that receives, administers, disburses and monitors State of Oregon and federal grant funds for area workforce development activities. WSI shall consist of a WSI headquarters element, a WSI Board of Directors, a Workforce Investment Board (WIB) and an array of contractual partners who shall provide counseling, training and job placement services to a broad base of stakeholders. WSI's Board of Directors shall include the three Governing Board members, an organized labor representative and a majority of private sector business representatives.
- B. The current WIB Chair and Vice Chair and the WIB's immediate past Chair shall serve on WSI's Board of Directors so long as they remain WIB members. Other private sector business representatives shall serve on WSI's Board of Directors after nomination by the WIB and subsequent appointment by the Governing Board, and shall continue as WSI Directors so long as they remain WIB members or until replaced as WSI Directors by the Governing Board, whichever comes first.
- C. WSI's organized labor Director shall be selected by the labor representatives serving on the WIB. The organized labor Director shall serve while remaining a WIB member or until replaced by the WIB's organized labor representatives.

7. WORKFORCE INVESTMENT BOARD APPOINTMENTS

- A. All WIB members shall be appointed in accordance with WIA, Federal, State and local statutes, rules, policies and procedures and this agreement.
- B. A majority of WIB members shall be private sector business representatives. WIB business members shall be appointed by the Governing Board member in whose jurisdiction they conduct business. The number of WIB business members from each of the three units of local government shall be in approximate proportion to the respective populations of each of the three local governments and shall reasonably represent the business and industrial sectors within the workforce investment area. For the purposes of this paragraph, Multnomah County's population shall not include individuals residing within the City of Portland.
- C. A minority of WIB members shall represent the following non-business sectors. To the extent WIA is amended or interpreted to allow fewer non-business representatives, the Governing Board may elect to leave some of

these positions unfilled. Additional non-business sector representatives may also be appointed to the WIB by the Governing Board so long as a private sector business majority remains. Non-business WIB members shall be appointed by unanimous consent of the Governing Board. One WIB member may represent more than one of the following positions:

1. One K-12 education representative;
 2. One community college representative;
 3. Two economic development representatives;
 4. Three organized labor representatives;
 5. One representative of the State Employment Department;
 6. One representative of Adult and Family Services;
 7. At least two representatives of community based organizations;
 8. One vocational rehabilitation representative;
 9. One public housing representative;
 10. One migrant and seasonal farm worker program representative;
 11. One Job Corps representative; and,
 12. One older workers program representative.
- D. WIB appointments shall be for three year terms and shall continue until a successor is appointed.
- E. WIB business members shall serve at the pleasure of the appointing local elected official and may be removed by that local elected official without cause. Non-business sector members may be removed without cause by a unanimous vote of the Governing Board.
- F. The WIB may enact bylaws or rules which, to the extent consistent with this agreement, shall further govern WIB membership and conduct.

8. WIB AND WSI DUTIES AND RESPONSIBILITIES

- A. WSI responsibilities shall include:
- Informing the WIB on a regular basis of WSI's progress in achieving strategic goals and objectives;
 - Delivering an annual report to the WIB on WSI's activities and the state of the area workforce system;
 - Overseeing WSI's budget obligations and expenditures; and,
 - Acting as the local workforce area's grant recipient and fiscal agent.
- B. WSI Board of Directors' responsibilities shall include:
- Regularly attending WIB and WSI board meetings;
 - Approving WSI's budget and procurement activities;
 - Hiring, evaluating and terminating the employment of WSI's Executive Director;

- Complying with WSI's Code of Conduct, which governs conflict of interest situations;
- Performing Board of Directors' duties and responsibilities for WSI in accordance with Chapter 65 of the Oregon Revised Statutes; and,
- Adopting policies necessary to ensure accountability and compliance with Federal, State and local laws, rules, and grant terms and agreements, including but not limited to this Amended Consortium Agreement and the WIB/WSI/Governing Board Agreements.

C. WIB responsibilities shall include:

- Developing the area's Regional Workforce Strategic Plan;
- Appointing committees to oversee work necessary to accomplish each goal in the strategic plan;
- Establishing standards for and overseeing the area's workforce system, subject to the terms of a "Memorandum of Understanding" executed with partner agencies; and,
- Performing duties as required by WIA, the State of Oregon, Federal and State grant agreements, other applicable Federal, State and local laws, rules and agreements, this Amended Consortium Agreement and the WIB/WSI/Governing Board Agreement.

9. LIABILITY

In the event liability for WSI's expenditures or operations occurs, the following priorities shall apply:

- A. First Priority: WSI shall attempt to recover funds from the contractor, agent or third party causing the liability;
- B. Second Priority: WSI shall attempt to recover funds from an insurance carrier or bond issuer;
- C. Third Priority: WSI shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
- D. Fourth Priority: WSI shall repay the liability from its funds to the extent permitted by law;
- E. Fifth and Final Priority: As a last resort and only to the extent required by the WIA and permitted by Oregon statutes and local governmental charters, the Parties agree to cover unmet liabilities to the State and Federal governments. The Parties shall share liability to the State and Federal governments in proportion to their respective populations using the most recent census data available on the date the negligent or wrongful acts occurred which gave rise to the unmet liability. For purposes of this paragraph, Multnomah County shall include only the population of the county outside of the City of Portland.

Nothing in this agreement shall be interpreted in a manner that would violate any constitutional or statutory limitation on liability applicable to a Party government, or shall be construed as a waiver of any defense to or limitation on liability to which a Party government or its agents would otherwise be entitled under the constitution or laws of the State of Oregon.

10. DURATION AND TERMINATION

- A. This Amended Consortium Agreement shall become effective and the current Consortium Agreement, adopted December 4, 2004, shall be rescinded in its entirety when this amended agreement has been signed by all of the three Parties. This amended agreement shall remain in effect until terminated pursuant to this section. In the event one of the three local governmental Parties withdraws from this agreement, this agreement shall be null and void with respect to that government. The term "Area" as used in this agreement shall refer only to the geographic boundaries covered by signatory local governments. For purposes of this paragraph, Multnomah County shall include the area of the County outside the City of Portland.
- B. Any Party may withdraw by notifying the other Parties and WSI in writing of its intent to do so at least one hundred eighty (180) days prior to the end of the WIA program year (June 30th). Withdrawal shall become effective at midnight on the last day of the program year in which notice is given, and shall not affect the participation of the remaining two Parties or the validity of this agreement with respect to the remaining Parties.
- C. This agreement completely replaces the previous Consortium Agreement between the Parties. That agreement shall be null and void when this agreement is executed.

11. INDEMNIFICATION

To the extent allowable by the Oregon Constitution and the Oregon Tort Claims Act, each of the parties hereto agrees to indemnify and save the other harmless from any claims, liability or damages fees arising out of or resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, or employees in the performance of this agreement.

12. AMENDMENTS

This agreement may be amended from time to time by written consent of all the Parties.

13. SIGNATURES

By signing this agreement, each local elected official certifies that his or her signature has been duly authorized by official action of their governmental body. The agreement may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this agreement as of the dates set forth below.

For Multnomah County:

Diane M. Linn, Chair

Date: _____, 2006

For Washington County:

John Leeper, Commissioner

Date: _____, 2006

For the City of Portland:

Tom Potter, Mayor

Date: _____, 2006

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY _____
ASSISTANT COUNTY ATTORNEY

DATE 2/8/06



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/16/06
Agenda Item #: R-8
Est. Start Time: 10:00 AM
Date Submitted: 02/06/06

BUDGET MODIFICATION:

Agenda Title: **Update on Multnomah County Sheriff's Office Operations and Policy Issues**

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

Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>15-30 Minutes</u>
Department:	<u>Office of the Sheriff</u>	Division:	<u>Executive Office</u>
Contact(s):	<u>Christine Kirk</u>		
Phone:	<u>503.988.4301</u>	Ext.	<u>84301</u>
		I/O Address:	<u>503/350</u>
Presenter(s):	<u>Sheriff Giusto, Larry Aab and Christine Kirk</u>		

General Information

1. **What action are you requesting from the Board?**
Informational briefing only.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
The Sheriff has offered to provide regularly scheduled briefings on major policy issues and operational choices to the Board on a regular basis. One item that the Board and the Sheriff agreed would come to the Board on a regular basis is overtime expenditures to date. January was an important month because of the ending of the construction work on the floors in the detention center, the movement to two facilities, and other efforts implemented to limit the use of overtime so that the Sheriff's office can meet the goal of spending 5.1 million on overtime this year.
3. **Explain the fiscal impact (current year and ongoing).**
4. **Explain any legal and/or policy issues involved.**

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

Required Signatures

**Department/
Agency Director:**



Date: 02/06/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/16/06
 Agenda Item #: R-9
 Est. Start Time: 10:00 AM
 Date Submitted: 01/19/06

BUDGET MODIFICATION: DCHS - 21

**Budget Modification DCHS-21 Increasing the Mental Health and
Addiction Services Division Appropriation by \$122,511 to Reflect
Restoration of the State Mental Health Grant Award for Older/Disabled**
Agenda Title: Adult Services [Continued from February 9, 2006]

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

Date Requested:	<u>February 9, 2006</u>	Time Requested:	<u>5 mins</u>
Department:	<u>Dept. of County Human Services</u>	Division:	<u>Mental Health & Addiction</u>
Contact(s):	<u>Al Stickel</u>		
Phone:	<u>503 988-3691</u>	Ext.	<u>84135</u>
		I/O Address:	<u>167/1/620</u>
Presenter(s):	<u>Nancy Winters/Keith Mitchell</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-21 which increases Mental Health Division appropriation by \$122,511 due to the State restoration of Older/Disabled Adult Services (service element MH 35) which was previously eliminated from the biennial contract. This is a partial restoration of Program Offer 25061A.

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

The State Mental Health Grant Award is routinely amended by the state throughout the biennium. These amendments refine and clarify the scope of services that are delivered and funding available. This budget modification reflects a change to our 2005-2007 biennium County Financial Assistance Contract (CFAC) per Oregon Department of Human Services letter dated November 4th 2005 restoring MH 35 funds. The funds are via service element MH 35. The purpose of these funds is to provide outreach services to vulnerable seniors and disabled adults. Seniors who will not or cannot

access care on their own are identified for outreach by a multi-disciplinary team of social service providers through this program. The MH 35 funds support contract staff that provides mental health consultation and outreach oriented mental health services. Seniors and disabled persons are provided with home-based services that include mental health assessment, engagement, care coordination, and referral to appropriate social services. In addition, their family and caregivers are provided with support and referrals to services for the senior in their care, such as house cleaning and Meals on Wheels.

This multi-disciplinary program supports the Basic Living Needs Priority by maximizing service efficiency through coordination and collaboration among departments. The use of multi-disciplinary teams has been shown to increase the clients level of functioning, by improved diagnosis and treatment, reduce the use of institutional services, achieves more appropriate placement and increase the overall quality of care being delivered to the elderly.

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

This modification increases current year State Mental Health revenue for service element MH 35 by \$122,511 with a corresponding increase in Pass Through & Program Support expense. The total increase for the 2005-2007 biennium is \$245,022 (leaving \$122,511 for fiscal year 07).

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?
State Mental Health Grant revenue is increased by \$122,511 (MH 35) per November 4th letter from Oregon Department of Human Services restoring funding.
- What budgets are increased/decreased?
Mental Health Safety Net budget increases by \$122,511 - program offer 25061A.
- What do the changes accomplish?
Brings the Mental Health budget in line to reflect current state agreement. The purpose of these funds is to provide outreach services to vulnerable seniors and disabled adults.
- Do any personnel actions result from this budget modification? Explain.
N/A
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
The funding is restricted to services only and does not cover the charges.
- Is the revenue one-time-only in nature?
No.
- If a grant, what period does the grant cover?
07/01/2005 - 06/30/07 biennial award
- If a grant, when the grant expires, what are funding plans?
On going grant.

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

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 21

Required Signatures

**Department/
Agency Director:**

Ret Surface

Date: 01/07/06

Budget Analyst:

Michael D. Gaspin

Date: 01/19/06

Department HR:

Date:

Countywide HR:

Date:

Budget Modification or Amendment ID: DCHS-21

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Program Offer	Cost Center	WBS Element						
1	20-80	82035	40			MA SN MC OD 35	60160	-	122,511	122,511		Pass Thru & Prg Support
2	20-80	82035	40			MA SN MC OD 35	50190	0	(122,511)	(122,511)		IG-OP Fed thru State
3												
4												
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**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/16/06
Agenda Item #: E-1
Est. Start Time: 10:15 AM
Date Submitted: 02/16/06

BUDGET MODIFICATION: -

Agenda Title: **Executive Session Pursuant to ORS 192.660(2)(h)**

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

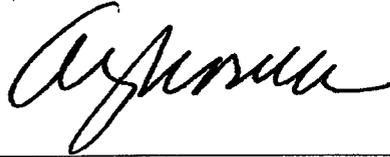
Date Requested:	<u>February 16, 2006</u>	Time Requested:	<u>15-30 mins</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.	<u>83138</u>
Presenter(s):	<u>Agnes Sowle and Invited Others</u>		
I/O Address:	<u>503/500</u>		

General Information

1. **What action are you requesting from the Board?**
 No Final Decision will be made in the Executive Session.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.
3. **Explain the fiscal impact (current year and ongoing).**
4. **Explain any legal and/or policy issues involved.**
 ORS 192.660(2)(h).
5. **Explain any citizen and/or other government participation that has or will take place.**

Required Signatures

**Department/
Agency Director:**



Date: 02/16/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date: