

ANNOTATED MINUTES

*Tuesday, August 10, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-1 *Status of the Integrated Human Services Plan and its Impact on the Departments of Community Corrections, Social Services and Health. Presented by Tamara Holden, Gary Nakao and Billi Odegaard.*

GARY NAKAO, TAMARA HOLDEN, BILLI ODEGAARD, JIM McCONNELL AND BARRY FRIEDMAN PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

- B-2 *Update on Implications for Multnomah County on Possible Consolidation of Data Systems with the City of Portland, Computer Services Division and Portland Police Bureau. Presented by Jim Munz.*

JIM MUNZ PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

- B-3 *1993 Oregon Legislative Update. Presented by Fred Neal.*

FRED NEAL AND ARLENE COLLINS PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

*Tuesday, August 10, 1993 - 1:30 PM
Corbett School District, Multipurpose Building
35800 E. Crown Point Highway, Corbett*

PLANNING ITEMS

Acting Chair Henry C. Miggins convened the meeting at 1:35 p.m., with Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present, and Vice-Chair Gary Hansen arriving at 1:42 p.m.

- P-3 CS 2-93/
WRG 2-93 **PUBLIC HEARING, DE NOVO, TESTIMONY LIMITED TO 20 MINUTES PER SIDE** *in the Matter of the June 10, 1993 Planning Commission Decision Denying Request for Change in Zone Designation from MUA-20, FF, WRG to MUA-20, FF, WRG, C-C, Community Service, to Allow a Proposed Marina with Docks and Two Float Planes Moored in Multnomah Channel, Including a Request for a Willamette River Greenway Permit for New Uses and Structures within the WRG Boundary, for Property Located at 19495 NW ST. HELENS ROAD*

PLANNING DIRECTOR SCOTT PEMBLE DISCUSSED ATTORNEY JEFF BACHRACH REQUEST FOR CONTINUANCE OF HEARING TO SEPTEMBER 28, 1993,

ARNOLD ROCHLIN LETTER REGARDING PROCEDURAL ISSUES, AND NOTICE REQUIREMENTS. MR. PEMBLE AND COUNTY COUNSEL JOHN DuBAY RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, TO CONTINUE THE HEARING TO SEPTEMBER 14, 1993. MR. BACHRACH TESTIMONY IN SUPPORT OF HEARING CONTINUANCE TO SEPTEMBER 28 AND RESPONSE TO BOARD QUESTIONS. MR. ROCHLIN TESTIMONY IN SUPPORT OF HEARING TODAY. BOARD COMMENTS. IT WAS UNANIMOUSLY APPROVED THAT THE HEARING BE CONTINUED TO 1:30 PM, TUESDAY, SEPTEMBER 14, 1993.

The Following July 19, 1993 Decision of the Planning and Zoning Hearings Officer is Reported to the Board for Review:

- P-1 CU 19-93 *Approve, Subject to Conditions, a Conditional Use Request for a 12 Space Manufactured Home Park on a 1.80 Acre Site, for Property Located at 12506 SE FOSTER ROAD*

DECISION READ, NO APPEAL FILED, DECISION STANDS.

The Following July 20, 1993 Decision of the Planning and Zoning Hearings Officer is Reported to the Board for Review:

- P-2 LD 14-93 *Approve, Subject to Conditions, Requested Type I Land Division Plus a Future Street Plan, for Property Located at 3525 SW SCHOLLS FERRY ROAD*

DECISION READ, NO APPEAL FILED, DECISION STANDS.

The Board recessed at 2:25 p.m. and reconvened at 3:00 p.m.

- P-4 C 9-92a **PUBLIC HEARING, ON THE RECORD, TESTIMONY LIMITED TO 30 MINUTES PER SIDE** *in the Matter of the May 17, 1993 Planning Commission Decision Recommending Adoption of the Goal 5 Inventory Worksheet for Bridal Veil as a Supplement Document to the Comprehensive Framework Plan, and Support the Task Force Recommendations and Preservation Process, for Property Located at BRIDAL VEIL ROAD AND CROWN POINT HIGHWAY*

MR. PEMBLE DISCUSSED STAFF CONCLUSIONS REGARDING IMPLICATIONS ON BRIDAL VEIL IN LIGHT OF EFFECT OF SENATE BILL 96 AND SECRETARY OF AGRICULTURE APPROVAL OF COUNTY'S GORGE REGULATIONS ON AUGUST 9, 1993 WHICH MAKES STATEWIDE LAND USE GOALS INAPPLICABLE IN THE GORGE AREA. MR. PEMBLE REPORTED STAFF RECOMMENDS THAT THE BOARD REJECT THE PLANNING COMMISSION DECISION AND TAKE NO FURTHER ACTION. MR. PEMBLE DISCUSSED REGIONAL FORESTER JOHN

LOWE LETTER REGARDING SPECIAL MANAGEMENT AREA PLANS AND RESPONDED TO BOARD QUESTIONS. PLANNER SANDY MATHEWSON PRESENTED STAFF REPORT. CATHY GALBRAITH PRESENTATION REGARDING TASKFORCE EFFORTS. ATTORNEY STEVE ABEL TESTIMONY URGING BOARD TO PROCEED WITH TODAY'S HEARING. MR. PEMBLE AND MR. DuBAY RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, TO REJECT THE MAY 17, 1993 PLANNING COMMISSION DECISION/RECOMMENDATION AND TO TAKE NO FURTHER ACTION IN THIS MATTER. MR. ABEL AND MR. DuBAY RESPONSE TO BOARD QUESTIONS. MR. ABEL OBJECTED TO BOARD TAKING PUBLIC TESTIMONY FOLLOWING APPROVAL OF THE MOTION ON THE TABLE ON THE GROUNDS IT WOULD PREJUDICE ANY FUTURE HEARING IN THE CASE. FOLLOWING BOARD DISCUSSION, COMMISSIONERS COLLIER AND SALTZMAN WITHDREW THEIR PREVIOUS MOTION AND SECOND. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT THE BOARD REJECT THE MAY 17, 1993 PLANNING COMMISSION DECISION/RECOMMENDATION. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT THE BOARD HEAR PUBLIC COMMENTS. MIKE BYRNES, CHUCK ROLLINS AND LAUREL SLATER ADVISED THEY WOULD WITHHOLD BRIDAL VEIL TESTIMONY AT THIS TIME. MS. GALBRAITH COMMENTS. MR. DuBAY AND MR. PEMBLE RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS.

There being no further business, the meeting was adjourned at 4:20 p.m.

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



Deborah L. Bogstad

Thursday, August 12, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602

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

REGULAR MEETING

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR, (ITEMS C-1 THROUGH C-5) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #500133, Between the State of Oregon, State Fire Marshal, the City of Gresham and Multnomah County, Authorizing Continued Participation in the Gresham/Multnomah County Regional Hazardous Materials Emergency Response Team, for the Period June 30, 1993 through December 31, 1993*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 *ORDER in the Matter of the Distribution of Proceeds from the Sale and Management of Tax Acquired Property for the Period January 1, 1993 through June 30, 1993*

ORDER 93-278.

- C-3 *ORDER in the Matter of the Execution of Deed D940907 Upon Complete Performance of a Contract to Charles E. Eddington and Janet Eddington*

ORDER 93-279.

DEPARTMENT OF SOCIAL SERVICES

- C-4 *Ratification of Intergovernmental Agreement Contract #103314, Between the City of Portland and Multnomah County, Providing Implementation of the Weatherization Grant Sewer-on-Site Program for 225 Units in the Mid-County Sewer Project Area, for the Period July 1, 1993 through June 30, 1994*

- C-5 *Ratification of Intergovernmental Agreement Contract #103324, Between the City of Portland and Multnomah County, Allocating \$15,500 in City Revenue for County Housing and Community Services Division Administration of the City's Private Plumbing Loan Program, for the Period Upon Execution through June 30, 1994*

REGULAR AGENDA

DEPARTMENT OF LIBRARY SERVICES

- R-1 *RESOLUTION in the Matter of Creating an Advisory Committee on Design and Construction for Oversight and Review of the Renovation and Repair of the Multnomah County Library, Central Library*

COMMISSIONER COLLIER MOVED AND COMMISSIONER SECONDED, APPROVAL OF R-1. COMMISSIONER COLLIER PRESENTED A SUBSTITUTE RESOLUTION AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, THE SUBSTITUTION WAS UNANIMOUSLY APPROVED. LOISE HUNTER TESTIMONY IN SUPPORT. RESOLUTION 93-280 UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *RESOLUTION in the Matter of Board Appreciation to Maria Rojo de Steffey, the Staff at the Expo Center, and the Multnomah County Fair Task Force for a Successful 1993 Multnomah County Fair*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-2. BETSY WILLIAMS READ RESOLUTION AND ACKNOWLEDGED EFFORTS OF COUNTY STAFF BEYOND THE CALL OF DUTY. MARIA ROJO de STEFFEY INTRODUCED AND ACKNOWLEDGED EFFORTS OF FAIR TASK FORCE MEMBERS AND COUNTY STAFF. BOARD COMMENTS IN APPRECIATION. RESOLUTION 93-281 UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

- R-3 *Budget Modification DSS #2 Requesting Authorization to Add \$282,000 City of Portland Revenues to the Housing and Community Services Division, Community Development Program Budget, to Pay for Sewer Connection Assistance as Part of the Mid-County Sewer Project*

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, R-3 WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-4 *Request Approval of a Notice of Intent to Apply for a \$20,000 Technical Assistance Grant from the National Institute of Corrections, to Fund an Outside Facilitator to Work with the Public Safety Council to Formulate a Public Safety Plan*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. ROBERT

TRACHTENBERG EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-5 *Request Approval of a Notice of Intent to Apply for a \$450,000 Supplemental Security Income Program for the Aged, Blind, and Disabled Outreach Demonstration Program Grant from the Social Security Administration, Department of Health and Human Services*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-5. JAN WALLINDER EXPLANATION. COMMISSIONER COLLIER COMMENTS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

- R-6 *Ratification of Intergovernmental Agreement Contract #200664, Between Multnomah County and the City of Fairview, Providing Reimbursement for County Nuisance Enforcement Officer Services, for the Period August 1, 1993 through June 30, 1994*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. ART BLOOM EXPLANATION OF ITEMS R-6 AND R-7. COMMISSIONER KELLEY COMMENTS. AGREEMENT UNANIMOUSLY APPROVED.

- R-7 *Ratification of Intergovernmental Agreement Contract #200674, Between Multnomah County and the City of Troutdale, Providing Reimbursement for County Nuisance Enforcement Officer Services, for the Period August 1, 1993 through June 30, 1994*

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

DEPARTMENT OF SOCIAL SERVICES

- R-8 *First Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 8.90 Pertaining to the Licensing of Adult Care Homes, and Declaring an Emergency*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL AND ADOPTION. JIM McCONNELL EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BRENDA COLLINS, JIM GARRETT, RAMONA CRET, ANNIE LUPEI AND ELENA ROMANIUE TESTIMONY IN SUPPORT. PATRICIA PIERCE AND JOAN GALLEGLY TESTIMONY IN OPPOSITION. BOARD COMMENTS. COUNTY COUNSEL LAURENCE

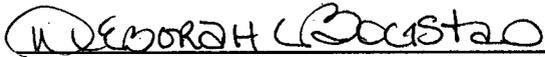
KRESSEL RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT THE FIRST READING BE CONTINUED TO THURSDAY, AUGUST 19, 1993. AT THE ADVICE OF MR. KRESSEL AND UPON MOTION BY COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT UNANIMOUSLY APPROVED THAT AN ORDAINING CLAUSE BE ADDED TO THE BEGINNING OF THE ORDINANCE.

PUBLIC COMMENT

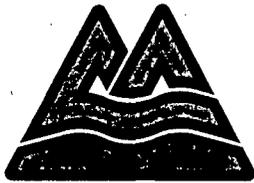
R-9 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

There being no further business, the meeting was adjourned at 10:12 a.m.

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



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 9 - 13, 1993

- Tuesday, August 10, 1993 - 9:30 AM - Board BriefingsPage 2
- Tuesday, August 10, 1993 - 1:30 PM - Planning ItemsPage 2
Corbett School District Multipurpose Building
35800 E. Crown Point Highway, Corbett
- Thursday, August 12, 1993 - 9:30 AM - Regular MeetingPage 3

PLEASE NOTE MEETINGS THE WEEK OF
AUGUST 23-27, 1993 ARE CANCELLED

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

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers
- Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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

Tuesday, August 10, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Status of the Integrated Human Services Plan and its Impact on the Departments of Community Corrections, Social Services and Health. Presented by Tamara Holden, Gary Nakao and Billi Odegaard. 9:30 AM TIME CERTAIN, 1 HOUR REQUESTED.
- B-2 Update on Implications for Multnomah County on Possible Consolidation of Data Systems with the City of Portland, Computer Services Division and Portland Police Bureau. Presented by Jim Munz. 10:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.
- B-3 1993 Oregon Legislative Update. Presented by Fred Neal. 11:00 AM TIME CERTAIN, 1 HOUR REQUESTED.

Tuesday, August 10, 1993 - 1:30 PM

Corbett School District, Multipurpose Building
35800 E. Crown Point Highway, Corbett

PLANNING ITEMS

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WRG 2-93 PUBLIC HEARING, DE NOVO, TESTIMONY LIMITED TO 20 MINUTES PER SIDE in the Matter of the June 10, 1993 Planning Commission Decision Denying Request for Change in Zone Designation from MUA-20, FF, WRG to MUA-20, FF, WRG, C-C, Community Service, to Allow a Proposed Marina with Docks and Two Float Planes Moored in Multnomah Channel, Including a Request for a Willamette River Greenway Permit for New Uses and Structures within the WRG Boundary, for Property Located at 19495 NW ST. HELENS ROAD [PLEASE NOTE APPELLANT IS REQUESTING THAT THIS HEARING BE CONTINUED TO SEPTEMBER 28, 1993]

- P-4 C 9-92a PUBLIC HEARING, ON THE RECORD, TESTIMONY LIMIT-

ED TO 30 MINUTES PER SIDE in the Matter of the May 17, 1993 Planning Commission Decision Recommending Adoption of the Goal 5 Inventory Worksheet for Bridal Veil as a Supplement Document to the Comprehensive Framework Plan, and Support the Task Force Recommendations and Preservation Process, for Property Located at BRIDAL VEIL ROAD AND CROWN POINT HIGHWAY

Thursday, August 12, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #500133, Between the State of Oregon, State Fire Marshal, the City of Gresham and Multnomah County, Authorizing Continued Participation in the Gresham/Multnomah County Regional Hazardous Materials Emergency Response Team, for the Period June 30, 1993 through December 31, 1993

DEPARTMENT OF ENVIRONMENTAL SERVICES

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DEPARTMENT OF LIBRARY SERVICES

- R-1 RESOLUTION in the Matter of Creating an Advisory Committee on Design and Construction for Oversight and Review of the

Renovation and Repair of the Multnomah County Library,
Central Library

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 RESOLUTION in the Matter of Board Appreciation to Maria Rojo de Steffey, the Staff at the Expo Center, and the Multnomah County Fair Task Force for a Successful 1993 Multnomah County Fair

DEPARTMENT OF SOCIAL SERVICES

- R-3 Budget Modification DSS #2 Requesting Authorization to Add \$282,000 City of Portland Revenues to the Housing and Community Services Division, Community Development Program Budget, to Pay for Sewer Connection Assistance as Part of the Mid-County Sewer Project

NON-DEPARTMENTAL

- R-4 Request Approval of a Notice of Intent to Apply for a \$20,000 Technical Assistance Grant from the National Institute of Corrections, to Fund an Outside Facilitator to Work with the Public Safety Council to Formulate a Public Safety Plan

DEPARTMENT OF HEALTH

- R-5 Request Approval of a Notice of Intent to Apply for a \$450,000 Supplemental Security Income Program for the Aged, Blind, and Disabled Outreach Demonstration Program Grant from the Social Security Administration, Department of Health and Human Services
- R-6 Ratification of Intergovernmental Agreement Contract #200664, Between Multnomah County and the City of Fairview, Providing Reimbursement for County Nuisance Enforcement Officer Services, for the Period August 1, 1993 through June 30, 1994
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- R-8 First Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 8.90 Pertaining to the Licensing of Adult Care Homes, and Declaring an Emergency

PUBLIC COMMENT

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

0266C/22-25/db



FILE COPY

MULTNOMAH COUNTY OREGON

COUNTY CHAIR'S OFFICE
Hank Miggins, County Chair
1120 S.W. 5th, Room 1410
Portland, Oregon 97204
Phone (503) 248-3308

MEMORANDUM

TO: Vice-Chair Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Hank Miggins 
Multnomah County Chair

DATE: August 4, 1993

RE: Absence from Board Meeting

MULTNOMAH COUNTY
OREGON

1993 AUG 11 PM 5:02

Office of
County Clerk
Hanson

I will be out of town on August 12, 1993 and will be unable to attend the Regular Board meeting.

chair\miggins\absence

MEETING DATE: AUG 12 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Regional Hazardous Materials Emergency Reponse Team Contract

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 5, 1993

Amount of Time Needed: 5 min

DEPARTMENT: Non-Department DIVISION: Emergency Management

CONTACT: Penny Malmquist TELEPHONE #: 251-2466

BLDG/ROOM #: 313/110

PERSON(S) MAKING PRESENTATION: Penny Malmquist

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Intergovernmental Agreement extension between State of Oregon, State Fire Marshal and the City of Gresham/Multnomah County for continued participation in the Regional Hazardous Materials Emergency Response Team Program.

8/12/93 ORIGINALS TO PENNY MALMQUIST

(ONE COPY OF ORIGINAL INTERGOVERNMENTAL AGREEMENT ON FILE IN BOARD CLERKS OFFICE)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Andy Craighead*

1993 AUG -3 AM 11:06
COUNTY CLERK
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

GRESHAM / MULTNOMAH REGIONAL HAZMAT TEAM #3

March 31, 1992

June 2, 1992

OFFICE OF
STATE FIRE
MARSHAL

Chief Joe Parrot
City of Gresham Fire Department
1333 NW Eastman Parkway
Gresham, Oregon 97030-3825

Title: Letter of Agreement

Subject: Regional Hazardous Materials Emergency Response Team Services Agreement

Dear Chief Joe Parrot:

Attached are 5 originals of the agreement for Hazardous Materials Emergency Response Services. The Agreement includes this Letter of Agreement, Contract, Exhibits and Addenda. The Agreement is complete only when these four elements are taken as a whole.

The Agreement is subject to the approval of your governing body as signified by signature of local authorities and their initials to each page incorporated herein. This Agreement is subject to the following conditions:

1. The Multnomah-Gresham Regional Hazardous Materials Emergency response Team services Agreement shall have a maximum value of **\$468,189.30** with expenditures as detailed in the Contract and Exhibits. Further, no promise, expressed or implied is hereby made as to the future funding in subsequent biennia as such is subject to legislative approval.
2. The Contractor will operate a hazardous materials emergency response team using the hazmat vehicle supplied by the State.
3. The parties agree that the finer details of the Contractors' services will be specified through administrative rules and Standard Operating Guidelines which will be mutually approved.
4. The term of the Agreement will be from date of last signature through June 30, 1993. It is anticipated that the Agreement for services will be re-negotiated and renewed based on mutually agreeable terms for the 1993-1995 biennium. The parties recognize that future funding is not guaranteed and the services contracted for may need to change. Accordingly, no promises, expressed or implied, are made regarding future funding.

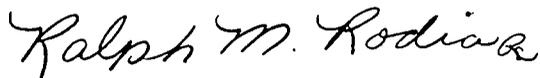


5. The Contractor agrees to provide certificates of insurance acceptable to the State's Risk Management Division.
6. The Contractor agrees to provide property damage insurance in sufficient amounts to protect the interest of the State while the State's property is on loan to the Contractor.
7. The parties agree that the Contractor will provide services to the primary response area as is generally depicted in Exhibit "A" and described in Section 2.1.1 of the Contract.
8. Contractor recognizes that no rights or authority arise under this Agreement until a "Notice to Proceed" is issued by the State. A "Notice to Proceed" will be issued by the State only after the Agreement is approved by the Attorney General per ORS 453.388(3) and the Contractor is trained and equipped to respond in accordance with the Agreement requirements.

If the conditions of the Agreement including this Letter of Agreement, Contract, Exhibits and Addenda are satisfactory, please sign and return these 5 original Agreements. Please note the Agreement is not final until signed by all parties listed. Additionally, each page must be initialed by all signatories. Three original Agreements with all signatures will be returned to you.

As a Regional Hazardous Materials Emergency Response Team, you are providing a much needed resource for your community, regional response area and the State. On behalf of State Fire Marshal Everett G. Hall and the citizens of Oregon, congratulations on your continued participation in the statewide hazardous materials emergency response team system.

Sincerely,



Ralph M. Rodia
Chief Deputy State Fire Marshal

pc: Everett G. Hall, State Fire Marshal
Lucinda Moyano, Asst. Attorney General

**CONTRACT 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
Barbara Roberts, Governor**

Everett G. Hall, State Fire Marshal

March 31, 1992

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Regional Hazardous Materials Emergency Response Team Agreement

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**CONTRACT FOR REGIONAL HAZARDOUS MATERIALS
EMERGENCY RESPONSE TEAM SERVICES**

General Contract Information

1.0 Contract Type: This Agreement is between the State of Oregon, acting by and through the State Fire Marshal (hereinafter "State") and City of Gresham/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 State 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 Contract Term: This Agreement shall be from the date of the last required signature to June 30, 1993. Subject to Legislative approval, future Agreements will be awarded on a biennial basis.

Standard Contract Terms and Conditions

2.0 Definitions:

"Agreement" means this contract, together with Letter of Agreement, Exhibits and Addenda. Exhibits and Addendum include the following:

- Exhibit A - Contractor's Primary Response Area
- Exhibit B - Standard Operating Guideline for Responding (SOG-T002)
- Exhibit C - Equipment and Vehicle Provided
- Exhibit D - Specialized Training Expenses
- Exhibit E - Medical Surveillance
- Exhibit F - Compensation for Vehicles and Apparatus
- Exhibit G - Personnel Cost Reimbursement Schedule
- Exhibit H - Summary of Contract Value

Addendum 1 - Additional Contract Terms

This Agreement constitutes the entire contract between the State and the Contractor.

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

"Contractor" means the local government agency by which the service or services will be performed under this 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;
- 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 State 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.

"Local Government Agency" means a city, county, special function 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" 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.

"Release" shall have the same meaning as that in ORS 465.200(14).

"Responsible Party" means the person(s) 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 Spill Response Revolving Fund" means the revolving fund established under ORS 453.390 et seq.

"Team Response Costs" means those Contractor expenses which are expressly allowed under this Agreement and are approved by the State. 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's assigned Primary Response Area described in "Exhibit A" and by this reference incorporated herein. Contractor is hereby designated "HazMat 3."

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from hazardous materials releases which threaten life, property, or the environment. 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 emergency response 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 makes no representations or warranties 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.

2.1.2 Performance Conditions: Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall first receive written approval from the State to proceed with response activities. State approval shall be conditioned upon the Contractor demonstrating to the State that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

Contractor may request in writing to be authorized to operate on a temporary basis using locally owned vehicles and equipment. If the State approves such request, it will do so in writing. In any case, Contractor may not respond under this Agreement until all required signatures have been obtained and the State has issued a written "Notice To Proceed" to Contractor.

2.1.3 Personnel: Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as is necessary to operate within the safety levels of a regional hazardous materials emergency response team. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a hazardous materials response team.

2.1.4 Vehicles and Equipment: Until such time as the State is able to complete its procurement and make the vehicle and equipment loans to Contractor, Contractor may provide such vehicles and equipment as it currently has available as provided in 2.1.2 herein. Routine maintenance of State 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 State.

Repairs, other than routine maintenance, to State vehicles and equipment shall be the responsibility of the State. 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's emergency response vehicles and equipment for Contractor's local use and enjoyment. Under such circumstances the Contractor is liable for major repairs or replacements directly attributable to local response. State vehicles shall meet or exceed all regulatory requirements.

2.1.5 Response Procedures and Limitations: The State recognizes that the obligations of the Contractor in its own jurisdiction are paramount. Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request. If such response request conforms with the State's Hazardous Materials Response Team Standard Operating Guideline regarding Decisions to Respond to Hazardous Materials Incidents, attached as "Exhibit B" and by this reference incorporated herein, then the Contractor may respond on its own order and immediately thereafter notify the State Fire Marshal Hazardous Materials Duty Officer.

If the emergency response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the State Fire Marshal Hazardous Materials Duty Officer who will evaluate the situation and either authorize the Contractor's response or decline the response request.

Right of Refusal: If, on occasion, a response under this Contract would temporarily place an undue burden on the Contractor because Contractor's resources are otherwise limited or unavailable within the Contractor's Primary Response Area, then if prior or immediate notice has been provided to the State Fire Marshal Hazardous Materials Duty Officer, the Contractor may decline a request for a regional emergency response.

2.1.6 Standard Operating Guidelines: Contractor and State agree that regional response team operations will be conducted in accordance with Standard Operating Guidelines that will be mutually approved by the parties to this Agreement.

2.1.7 Administrative Rules: The parties acknowledge that the State will adopt by administrative rule OAR 837, Division 120. a regional hazardous material emergency response system. These rules shall be published and adopted in due course, and upon such adoption, may require modification of the procedures, terms and conditions of this contract. The rules, when adopted, shall not become part of this contract without the agreement of the Contractor.

2.2 Contractor Compensation:

There are two types of Contractor compensation under this Agreement: (1) Stand-by costs, and (2) team response costs. Each of these are discussed more fully below.

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

Specialized Training Expenses: The State may provide advanced training and education to Contractor's employees. Requests for such training must be approved by the State in advance. All such training must comply with the governmental regulations associated with assigned duties under this Agreement. If training is approved, the State agrees to pay the cost of tuition, per diem/travel expenses at State approved rates, and/or partial personnel replacement costs, up to an average maximum of Three Thousand Dollars (\$3,000) for each current or potential team member up to a total of 30 team members to maintain the team, as described in "Exhibit D" of this Agreement. If funds are available, the State agrees to pay up to an average of an additional Two Thousand Dollars (\$2,000) for personnel replacement costs per team member, up to a total of 30 team members. Where the Contractor demonstrates that its employees already meet or exceed State approved standards, then the allocated training funds shall be authorized for transfer within the Contractor's account. Each team shall be allotted Ten Thousand Dollars (\$10,000) for costs required to coordinate hazardous materials emergency response team functions with local jurisdictions within their Primary Response area. Such costs may include training, personnel costs, and per diem/travel expenses in accordance with the State rates.

Medical Surveillance: The State will provide Baseline, Maintenance and Exit Physicals for each team member, up to a total of 30 team members. Cost will be based on competitive bid for the protocols covered in the State's Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. For budgetary purposes, an average of Four Hundred Dollars (\$400) per team member has been allocated for the period covered by this contract for a total of Twelve Thousand Dollars (\$12,000) as described in "Exhibit E" to this Agreement.

Vehicle(s) and Equipment Loans: The State agrees to purchase and loan the Contractor one or more team vehicles and/or emergency response team equipment as approved in

"Exhibit C" of this Agreement. Where the Contractor has obtained the required equipment listed on the minimum required equipment list, allocated equipment funds may be authorized for transfer within the Contractor's account.

The specific type vehicle and equipment selections are to be mutually agreed upon by the State and the Contractor. The State and Contractor agree that although a primary project goal is to standardize vehicles and equipment on a statewide basis, limited vehicle and equipment substitutions to meet local needs may be made upon mutual approval of the State and the Contractor.

2.2.2 Team Response Costs: Contractor shall be compensated by the State under this Agreement for its State approved Team response costs. Such Team response costs may include, but are not limited to:

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

Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are compensable at the rates described in "Exhibit G." Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour period worked.

Emergency Expenses: Contractor's 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. Emergency response purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the State. The Team Leader or authorized Contractor representative will attempt to contact the State Duty Officer for approval of Contractor emergency expenses exceeding \$100. Contractor's claim for reimbursement must clearly document the nature of the purchases and extent of the State's prior verbal approval of Contractor's emergency expenditures. The State reserves the right to deny any payment of unjustifiable Contractor expenditures. The State will provide a One Hundred Dollar (\$100) petty cash fund for each State vehicle. The Contractor is responsible for justifying use of the fund and providing documentation. Fund shall be reconciled every 60 days, and replacement of fund by the State will be based on submission of receipts to the State.

Billing System: Contractor will provide an estimate of team response costs to the State within 10 working days of the response. If the Contractor elects reimbursement they will bill the State for response costs within 30 days of response. The State will not bill responsible parties unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall be on State approved forms and shall contain such documentation as

is necessary to support State's cost-recovery operations and financial audits. The State shall then bill the Responsible Party(s) within 30 days of receipt of Contractor's invoice. State 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. In addition, team administrative costs, not to exceed 8% of the Contractor's team response costs, may be billed as part of the emergency costs. Normally Contractor's team response costs shall be collected by the State from the Responsible Party(s) before payment is made to the Contractor. Where payment has not been received by the State within 30 days after the second billing to the Responsible Party(s), then the Contractor's approved team response costs shall be paid to the Contractor from the State Spill Response Revolving Fund. In no case shall the State's payment to the Contractor exceed 63 days after receipt of the Contractor's invoice by State. Thereafter, if the State successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Revolving Fund for the amount previously paid to Contractor and the State's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the State as is reasonable and necessary in order to allow the State to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party(s), then the Contractor shall not be required to reimburse the State for payments previously made.

2.2.3 Interest: If the State fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the State 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 State-approved forms.

2.2.4 Maximum Contract Value: This Agreement shall have a maximum value of \$468,189.30 for stand-by costs. The State certifies that sufficient funds are available and authorized within the State's current appropriation or limitation. The maximum contract value includes those items specified in 2.2.1 and the value of all State-owned vehicles and/or equipment which is to be loaned to the Contractor under this Agreement. The maximum contract value does not, however, include Contractor's team response costs as specified in 2.2.2. Such team response costs shall be limited only by the funds available in the State Spill Response Revolving Fund established under ORS 453.390 et seq.

No additional Contractor compensation shall be paid under this Agreement unless otherwise specifically agreed to by the State and the Contractor, and upon written amendment to this Agreement. State's payments shall be 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 operate as a release of the State of 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 Revolving Fund and subject to further payment as set forth above.

2.2.5 Prior Approval: Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by State as set forth in Section 2.1.5. Granting of response approval by the State Fire Marshal Hazardous Materials Duty Officer constitutes the State's agreement to pay Contractor's team response costs from the State Spill Response Revolving Fund if recovery from a responsible party(s) is not possible. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or State expenses.

2.2.6 Spill Response Revolving Fund: If the Spill Response Revolving Fund becomes depleted or fiscally unsound, the State shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement. If Contractor commences an emergency response action subsequent to this notification, Contractor assumes the risk of nonpayment if the State is unable to obtain further funds for the Spill Response Revolving Fund, recover the Contractor's Team response costs from a responsible party or if there is not identifiable responsible party. Contractor shall immediately notify the State Fire Marshal Hazardous Materials Duty Officer of all emergency response activities undertaken pursuant to this Agreement. For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Revolving Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of Contractor receiving the emergency response request.

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

2.3 Where No Responsible Party Can Be Identified: As previously mentioned in Section 2.2, State agrees to bill the party(s) 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 State agrees to pay Contractor's Team response costs from the State Spill Response Revolving Fund if funds are available and if Contractor has complied with 2.2.5 herein.

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

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.

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 State. 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 State expressly approves otherwise, Contractor shall remain liable as between original parties to this Agreement as if no such assignment had occurred.

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 437-02-100(q) and its Appendix B. Contractor specifically agrees that the provisions of ORS 279.312 and 279.316 shall govern performance of this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination.

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. State 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 members of regional hazardous materials response teams 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 includes advanced training activities provided under this contract to the members of a hazardous materials response team, but does not include travel to and from the training.

2.10.2 Limitations: This Agreement in no way limits a contractor from responding with State 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 N.E.
Salem, Oregon 97305
(503) 931-5732

or

Pagers (503) 370-1488 / (503) 370-3499
(After "beep," enter telephone number to which call should be returned)

Copies of such written reports shall also be sent to:

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

2.11 Indemnification: When acting as other than an agent of the State under this Agreement, and when 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: 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, except as may be required in connection with this Agreement, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract. Any duty under this sub-section shall arise only upon actual and specific notice to the other party that an item is confidential.

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 State and Contractor.

2.15 Payment of Contractor's 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 State may be held liable, the proper officer(s) representing the State, 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 regional response team members.

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's 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.

2.19 Insurance Coverages:

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 State and Contractor.

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 contractors, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor's 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 State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. 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 State agree there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew their respective insurance coverages 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 State 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: Contractor agrees to be responsible for any physical damage, ordinary wear and tear excepted, to State-owned vehicle(s) and equipment that is directly attributable to local response, regardless of fault. When acting under State authority, the State will be responsible for physical damage to 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 Remedies: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

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

- a. If State Fire Marshal funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in fund.
- 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 are 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.

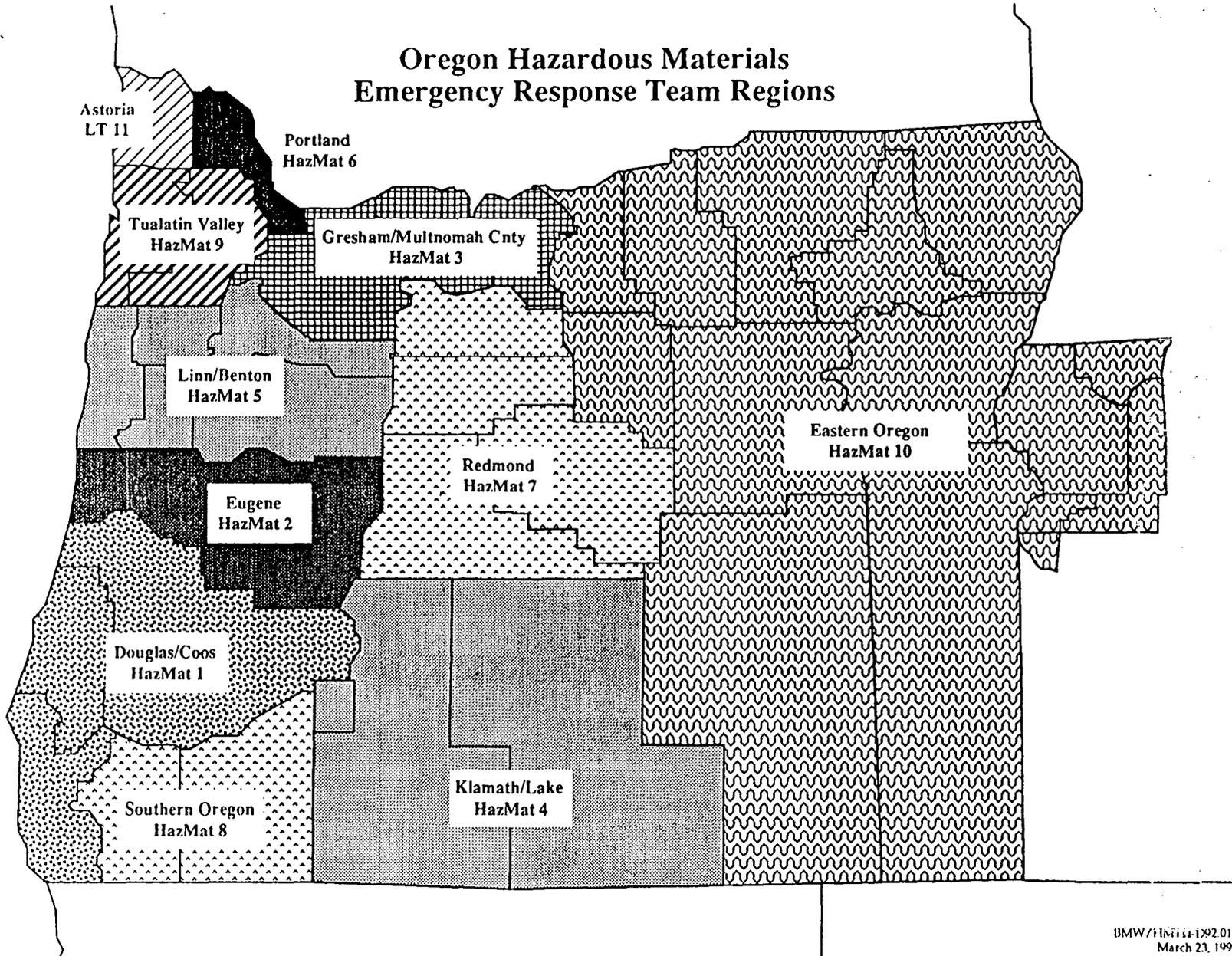
2.21.1 Default: The State or Contractor, by written notice of default (including breach of contract) to the other party, may terminate the whole or any part of this Agreement:

- 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 State to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

Oregon Hazardous Materials Emergency Response Team Regions



Regional Hazardous Materials Emergency Response Team Agreement

EXHIBIT A

Approved:

EXHIBIT B

**OFFICE OF STATE FIRE MARSHAL
HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAMS
STANDARD OPERATING GUIDELINES**

SUBJECT: Decision to Respond to Emergency Hazardous Materials Incidents.	Number: T-002
OBJECTIVE: Provide Guidance and Directions for Making Decisions of Whether to Respond to an Incident.	OSFM Approved: Adoption Date: January 1, 1991 Revision Dates:

I. SCOPE

This guideline applies to those response decisions made by dispatchers, response team leaders and the Office of State Fire Marshal Hazardous Materials (HazMat) Duty Officer. Decisions on automatic responses may be made by dispatchers, response team leaders or the HazMat Duty Officer, depending upon each response team's specific operating procedures.

Decisions based upon using the Decision Matrix may be made only by team leaders and the HazMat Duty Officer.

II. DEFINITIONS

"HazMat Duty Officer" - The individual(s) designated by the State Fire Marshal to authorize the response to hazardous materials incidents and to provide technical assistance, to regional response teams.

"Response Team Leader" - The designated person who, based upon experience and authority, has the ability to evaluate and direct response team activities.

III. GENERAL

Before responding to a hazardous materials incident, a decision will be made whether the situation warrants a team response. Response decisions will be based upon the procedures in this guideline.

- A. If the team leader is unsure of a decision or the process, the State Fire Marshal Duty Officer shall be contacted.
- B. Failure to follow these guidelines in making initial response decisions may result in the denial for reimbursement of team response costs.

IV. STANDING ORDERS FOR AUTOMATIC RESPONSES

Hazardous Materials Emergency Response Teams may automatically respond to any incident or ancillary function involving a hazardous materials spill (or leak), explosion, or injury - or potential thereof - with immediate threat to life, environment, or property.

Specific instances of automatic responses which may present an immediate threat to life, environment, or property include but are not limited to:

- A. A transportation incident involving release or potential release of an identifiable hazardous material.
- B. "Working" drug labs (when requested by the law enforcement agency having jurisdiction).
- C. Hazardous materials incidents at "fixed sites" (e.g., manufacturing facility with known hazards).
- D. An incident with multiple, incapacitated victim(s) of unknown etiology.
- E. A spill or release with known, visible environmental impact (e.g., dead fish, vegetation).
- F. When requested by another state hazardous materials response contract team (e.g., for back up).
- G. When dispatched by the State Fire Marshal.

V. UNAUTHORIZED AND NON-REIMBURSABLE RESPONSES

Unauthorized and non-reimbursable hazardous materials responses include but are not limited to:

- A. Requests for cleanup for a HazMat incident not involving the mitigation of a spill or leak.
- B. Local requests for services not requiring OSHA Technician-level expertise.
- C. Responses solely under local authority (i.e., not responding as a State contract team).
- D. Stand-by time when no emergency situation has occurred.

VI. DECISION MATRIX

In those instances where this guideline does not provide sufficient or specific direction, the Decision Matrix for Hazardous Materials Responses, developed and revised by the State Fire Marshal in Agreement with the Team Advisory Group, will be used. The Decision Matrix and guidelines for its use are attached to this document.

VII. HAZARDOUS MATERIALS DUTY OFFICER CONTACT

When application of this guideline and the Decision Matrix does not produce a clear decision or results in a decision inconsistent with the leader's professional judgment, the State Fire Marshal Hazardous Materials Duty Officer will be consulted. A hazardous materials response team operating under a signed state contract, and making response decisions not covered by this guideline, shall have the concurrence of the State Fire Marshal and the team. If the State Fire Marshal Hazardous Materials Duty Officer cannot be reached by using the established call down procedures, decisions to respond may be made without his/her concurrence.

RIC/SOGT-002 / March 31, 1992

Decision Matrix - Page 1

Hazardous Materials Teams
Incident Response Decision Matrix

Response Decision Criteria	Risks	Rank
Situation Status		
What is the size, severity and immediacy of the threat?	L-M-H	1-2-3
Release in progress		= <input type="text" value="1"/>
Container/vehicle has been damaged or failure likely		
Conditions are stable		
Minimal or no threat detected		
Unknown (assign a rank of 2)		
Physical and Chemical/Toxicological Hazards		
What dangers does the incident represent?	L-M-H	= <input type="text" value="2"/>
Health hazards (acute/chronic)		
Cryogenic/hyperthermal		
Flammable		
Explosive		
Reactive/unstable		
Radioactive		
Other (environment, property, equipment)		
Gas, liquid, or solid ?		
Unknown (assign a rank of 2)		
Quantity at Risk		
To what degree is the quantity of material a threat?	L-M-H	= <input type="text" value="3"/>
≥ 50 gallons, 500 lbs, 200 cubic ft		
< 50 gallons, 500 lbs, 200 cubic ft		
2 millirems/hour to 50 millirems/hour		
≥ 50 millirems/hour		
Unknown quantity (assign a rank of 2)		
Container Status		
What type of breach or release is possible?	L-M-H	= <input type="text" value="4"/>
Pressure container compromised		
Potential for disintegration		
Micro/macro cracking		
Open/damaged fittings		
Liquid/Solid container damaged		
Split/tear		
Puncture		
Spill		
Open/damaged fittings		
Unknown (assign a rank of 2)		

Decision Matrix - Page 2

Response Decision Criteria (continued)

Risks

Rank

Modifying Conditions

<p><i>To what degree do the location, time, and weather impact the incident ?</i></p> <p><u>Location</u> Metro/urban/rural Population Waterways Roadways, access blockage</p> <p><u>Time</u> Is time significant ? Is day of week significant ? Is month significant ? Is season significant ?</p> <p><u>Weather</u> Ambient temperature Wind speed/direction Precipitation Air inversion</p> <p><u>Unknown</u> (assign a rank of 2)</p>	L-M-H	1-2-3
		= 5

Other Variables

<p><i>Are there factors having a direct or indirect impact on the incident?</i></p> <p><u>Political</u></p> <p><u>Critical facilities at risk</u></p> <p><u>Regulatory agency involvement</u> Coast Guard Radiological</p> <p><u>Public perception(s)</u></p> <p><u>Other</u></p>	L-M-H	
		= 6

Total Score: Boxes 1 + 2 + 3 + 4 + 5 + 6 =

	18
	17
Initiate response	16
	15
	14
	13
<hr/>	
	12
Refer to SFM	11
Duty Officer	10
	9
	8
<hr/>	
No response:	7
provide advice only	6

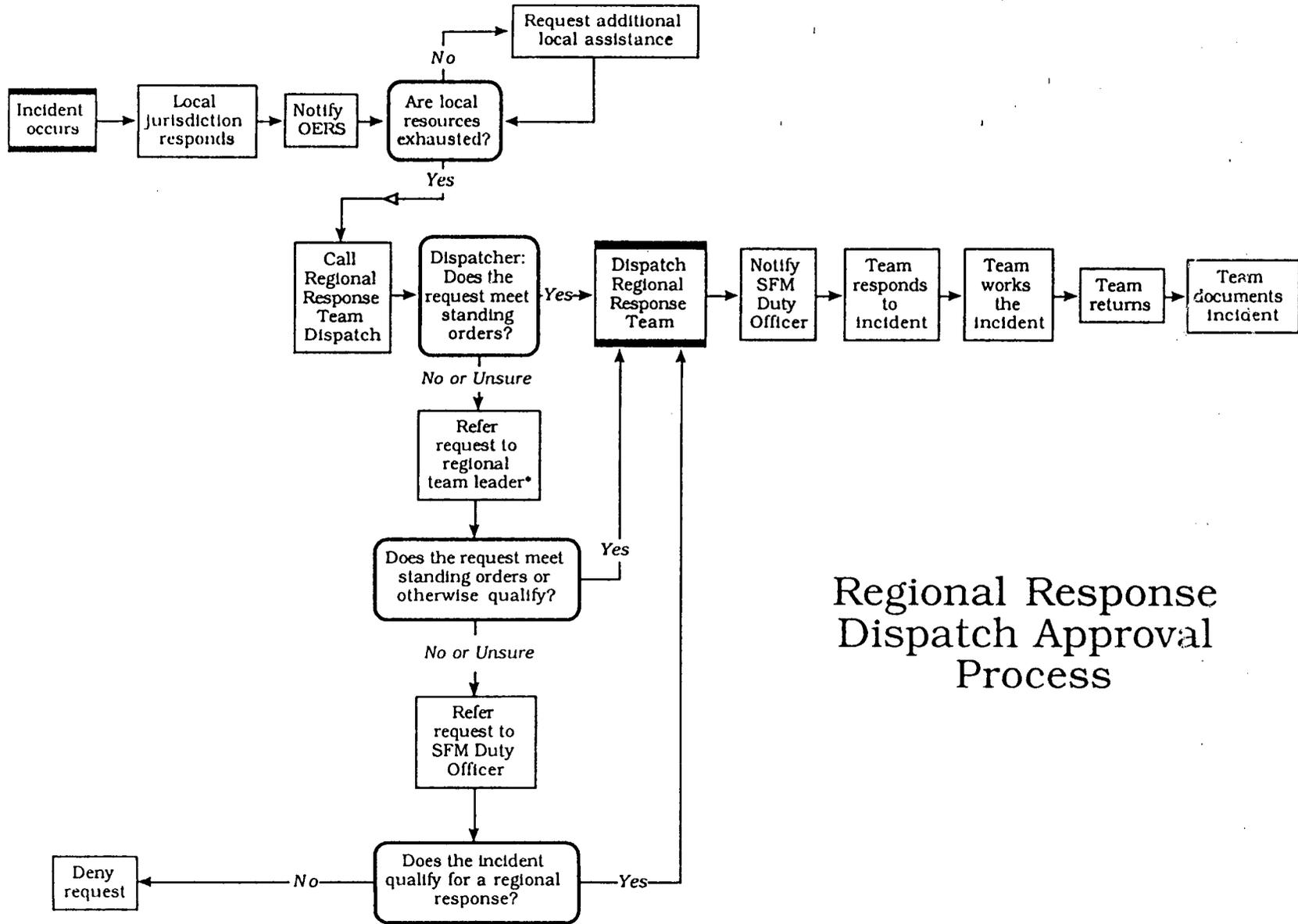

 Find total rank score here

EMERGENCY RESPONSE TEAM CONTACT NUMBERS

Team#	Team Name	Contact	Dispatch	Business
HM01	Doug/Coos	Gene Ellis	269-8911	269-1191
	(Charleston Rural)	Duke Groff		888-3268
	(Alternate)	Cliff Vaniman		
	(Roseburg)	Keith VanAtta		673-4459
	(Dist. 2)	Gary Rose		673-5503
	(Roseburg)	Greg Bullock		673-4459
	(Doug Co. #5)	Bill Belding	440-4471	679-8721
HM02	Eugene	Larry von Moos	687-5111	687-5516
HM03	Gresh/Mult	Len Malmquist	232-8135	669-2505
HM04	Klamath/Lake	Mick Mulvey	884-4876	884-0489
		John Spradley	1(800) 282-8132	882-7336
		John Feedback	884-4876	885-2056
HM05	Linn/Benton	Chuck Harris	928-6911 (Linn)	967-4389
		Randy Shaw	757-6911 (Benton)	757-6961 757-6984
HM06	Portland	Bill Henle	232-8135	823-3890 823-3700
HM07	Redmond	Kent Barnes	548-5921	548-5921
		Carl Johansen		
		Willie Weaver		
		Jim Wilson		
HM08	So. Oregon	Brian Robinson	474-6360	476-3113
		Mark Burns	770-4783	770-4453
		Dan Marshall	776-7206	535-4222
		Keith Woodley		277-0482
HM09	Tualatin	Dave Nelson	629-0111 (Page #2401)	649-8577
HM10	East. Oregon			
	Hermiston	Jim Stearns		567-8822
	LaGrande	Mike Sherman		963-3123
HM11	Astoria	Mike Supkis		889-7687
		Lane Wintermute		325-2345
		Leonard Hansen		
		Mike Campbell		

*FAX # IS AT ANOTHER LOCATION--CALL TO VERIFY THEIR ABILITY TO PICK UP FAX PRIOR TO SENDING FAX

Hazardous Materials Emergency Response Teams Dispatch Approval Process



Regional Response Dispatch Approval Process

* Team Leader has the option of sending a light assessment team or the full team

EXHIBIT C
VEHICLES AND EQUIPMENT LOANS
Equipment Purchased as of 02-26-92

<u>I. LIBRARY</u>	QUANTITY	89/91	91/93
NFPA Fire Protection Guide on Hazardous Materials	1 ea	63.02	
Hawleys Chemical Dictionary	1 ea	49.26	
DOT Guidebook	1 ea	4.00	
GATX Tank Car Manual	1 ea	25.00	
B.O.E. Emergency Handling of Hazardous Materials in Surface Transportation	1 ea	30.00	
Farm Chemical Handbook	1 ea	55.50	
CHRIS Response Methods Handbook	1 ea		50.00
Firefighters Guide to Hazardous Material	1 ea	32.77	
American Railroad Emergency Action Guide	1 ea	237.00	
SAX Manual	1 ea	335.75	
NIOSH (TLVS) Manual	1 ea	5.31	
ACGIH Guidebook (Manual)	1 ea	18.51	
Matheson Gas Book and First Aid	1 ea		60.00
Radiological Health Handbook			
State Clandestine Lab Book - 4th Edition	1 ea	3.50	
Merck Index - 10th Edition	1 ea	29.75	
Firefighter Hazardous Materials Resource Book	1 ea		107.96
Pestline	1 ea	311.71	
Hand book of Compressed Gases	1 ea	70.32	
SUBTOTAL		\$1271.40	\$217.96

II. MAPS AND MISC. EQUIPMENT

Binoculars	1	104.00	
Spotting Scope	1	154.65	
Large Maps, Etc...			
Office Supplies			
First Aid Kit	1 ea	35.36	
Traffic Cones	20 ea	276.00	
Flashing Strobe Lights	4 ea	63.36	
Extra Batteries			
Hand Cleaner			
Hand Held Portable Radios	8 ea	3988.08	
6 Unit Charger	1 ea	260.00	
Single Unit Charger	2 ea	120.00	
Mobile Telephone			
Plastic Bags			
Barricade Tape	6 rl	58.20	
Video Camera & Tripod with color TV Monitor	1 ea	1182.00	

Qty.

89/91

91/93

35mm Camera	1 ea	107.47	
Polaroid Land Camera	1 ea	67.93	
Flashlights - 2 cell			
4 cell			
Large LightBox			
CB Radio			
Equipment Lines 600 ft/spool			
Drinking Water Container/Ice Chest	1 ea		37.90
Weather Station	1 ea		283.05
WeatherPak	1 ea		5000.00
Wheel Chocks - (2)			
Hi-energy food/instant hot beverages			
Suit-to suit Communication	8 ea	3450.00	
Hand Truck	1 ea	62.18	
Drum Truck	1 ea	184.95	
Drum Up Ender	1 ea		27.64
Tire Pump - Electric			
Coffee pot			
Pagers	15 ea	5664.30	
Cyalume Lights, 20 ea of 3 colors	60 ea	87.00	
SUBTOTAL			

III PROTECTIVE EQUIPMENT

DuraFab Comfort Guard III - 1993	18 ea	3523.50	
Chemtex-Sijal - 1992	3 dz	1803.88	
ChemFab 5000 - 1992			
Trelleborg - 1991	6 ea	27,180.00	
SCBA	8 ea	24,691.60	
Spare SCBA Tanks	16 ea	13,152.00	
Gloves - Neoprene			
Nitrile			
Butyl			
Viton			
disposable			
Silver Shield.			
PVC			
Leather			
Cryogenic			
Surgical			
Goggles	4 ea	29.04	
Disposable foot covers			
Chemical resistant boots	20 pr	724.00	
Coveralls (disposable) 25/cs	2 cs		140.40
Earplugs			
Full ICS Pack			
Full firefighting turnouts with Nomex hoods			
Nomex Jumpsuits	15 ea	1508.25	
Hard hats			

Qty.

89/91

91/93

Gear Bags	15 ea	416.25	
PASS Device	8 ea	710.32	
SUBTOTAL			

IV LEAK CONTROL EQUIPMENT

Basic Patch Kit (Essex)			
Chlorine Kit "A"	1	1035.00	
Chlorine Kit "B"	1	1055.00	
Chlorine Kit "C"	1	1145.00	
Absorbent booms/Pads - Carry 2 bdls each of OilZorb and HazZorb type pads. Booms - have on hand 80' of 8"			
Plug N' Dike - 1 gal pails, Petro Seal and Aqua Seal in tubes, 2 - 50 lb bags of Drysorb			
Aqua Seal - tube			
Drysorb type absorbent - 2/50 lb bags			
Air Bag Systems			
Dome Cover Clamps			
Misc. Leak Control Equipment:			
Assorted plugs			
Assorted fabrics - Butyl, Neoprene and Red Rubber (24 x 24)			
Assorted pipe unions			
Assorted clamps			
Assorted tapes			
Misc.: Silicone, caulk, etc...			
Misc.: O-rings, nuts, bolts			
Lead wool (sheet lead)			
Epoxy kits			
Misc. Footballs, basketballs and tennis balls			
PVC Pipe			
SUBTOTAL		3235.00	

V. TOOLS

Basic 215 piece set	1 ea		199.99
Open End/Box End Wrenches - Large	6 ea		74.14
Pliers	1 ea		6.99
Locking Pliers	1 ea		8.79
Arc Joint Pliers	1 ea		14.39
Utility Knife	1 ea		2.69
Putty Knife	1 ea		2.69
Wire Brush	1 ea		1.79
Screwdriver Set	1 ea		10.49
Chisel & Punch Set	1 ea		22.49
Drill Index	1 ea		20.99
28 oz straight claw framing hammer			

Regional Hazardous Materials Emergency Response Team Agreement

Qty.

89/91

91/93

Sledge Hammer - 8 lb.			
Non-Sparking Tools:			
2 lb maul	1 ea	26.57	
55 gal drum bung wrench (2)	2 ea	54.00	
Dead Blow Hammer	1 ea	25.01	
Scoop Shovel (2) - Aluminum	2 ea	50.00	
Crescent Wrench - 12"	1 ea	60.28	
Pinch Bar - 18"	1 ea	22.95	
Pipe Wrench (2)- 24"	2 ea	264.90	
Pipe Wrench (2) 36"	2 ea	541.40	
Scraper -	1 ea	13.95	
Screw Driver - Straight tip, large	1 ea	29.06	
Tool Box	4 ea		79.96
Misc. Air Tools - drill/ 1/2" chuck, hole saw - 3/4"-3" chisel, impact wrench			
Air Hose			
Hand Saw			
Hack Saw	1 ea		8.99
Scissors			
Shovels - roundpoint			
Shovels - squarepoint			
Grounding Equipment/Bonding Equipment - with grounding rod			
Pulaski - (2)			
Axe - pickhead			
Axe - single bit			
Pry Bar - 54"			
Bolt Cutters - 18"			
Crowbar - 24"			
Comealong (pulley)			
Assorted cribbing			
Measuring Wheel			
Measuring Tape - 10'			
Funnels - Misc.			
Rotary Rescue Saw	1 ea		692.49
Easy-outs/Stud Extractors			
Plastic Milk Crates	5 ea	29.95	
Canvas Tool Bag			
Hydraulic Jack	1 ea		34.99
Aviation Shears - Right, Left, Straight			
SUBTOTAL		1118.07	1181.97

VI DETECTION EQUIPMENT

MSA 261 w/calibration equipment	1 ea	1594.70	
AIM 3000 w/calibration equipment	1 ea	1558.90	202.50
Radiological monitor			
Sensidyne Detection Kit	1 ea	810.00	
HazCat Kit	1 ea	2063.66	

Spil-fyter	1 ea	35.39	
Ammonia and dispenser			
PH Paper			
Sampling containers, assorted			
Drum Sampler			
SUBTOTAL			

VII SUPPRESSION EQUIPMENT

Foam/25 gl			
Co2 ext. - 20 LB	1 ea	160.30	
Class D Powder			
ABC Dry Chem ext. - 20 lb - 1 ea	1 ea	57.75	
Foam Eductor			
Foam application nozzles			
Emulsifier			
SUBTOTAL		218.05	

VIII CONTAINMENT EQUIPMENT

Neutralizer:			
Soda Ash - 20 lb,			
Lime - 20lb			
Chlorine Bleach - 4 gl			
Clear Distilled Vinegar - 2 gl			
Visqueen	2 rl	22.68	
Overpack drums (85, 65, 35)			
Lab Packs			
SUBTOTAL		22.68	

IV DECONTAMINATION EQUIPMENT

Solution ingredients			
Brushes - Short Handle			
Brushes - Long Handle			
Towels and rags			
16 x 20 Tarp (2) Containment			
Decontamination Shower			
Emergency eyewash kit-saline solution	1 ea	188.00	
garden hose with nozzle & adaptor			
Inflatable kiddie pool 12/cs	2 CS		71.88
SUBTOTAL			

SPECIAL EQUIPMENT

White Plexiglas board			
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Regional Hazardous Materials Emergency Response Team Agreement

Qty. 89/91 91/93

Plotting Board			
Portable FAX Machine	1 ea		725.00
Microcassette Recorder	2 ea	459.00	
Siphon Pump			
Flood lights			
Color Smoke Bombs			
Tracing Dye (Solid and liquid)			
Portable Shelter			
Calculator	1 ea	22.95	
Solar blankets	6 ea	28.80	
Extension Cords - 50 ft			
Extension Cords - 100 ft			
Porta-Potty - Optional			
SUBTOTAL			

MISC. EQUIPMENT - VEHICLE

Macintosh IICI Computer System/Software	1 ea	9520.89	88.00
UPS	1 ea	975.00	
128 Channel Radio- VHF	1 ea	776.78	
128 Channel Radio- UHF	1 ea	834.65	
SUBTOTAL		12,107.32	88.00

SUBTOTALS:

LIBRARY	\$1,271.40	\$217.96
MAPS & MISC.	\$15,865.48	\$5,348.59
PROTECTIVE EQUIPMENT	\$73,738.60	\$140.40
LEAK CONTROL EQUIPMENT	\$3,235.00	
TOOLS	\$1,118.07	\$1,181.97
DETECTION EQUIPMENT	\$6,062.25	\$202.50
SUPPRESSION EQUIPMENT	\$218.05	
CONTAINMENT EQUIPMENT	\$22.68	
DECONTAMINATION EQUIPMENT	\$188.00	\$71.88
SPECIAL EQUIPMENT	\$510.75	\$725.00
MISC. EQUIPMENT	<u>\$12,107.32</u>	<u>\$88.00</u>

TOTAL \$114,338.00 \$7,976.30

TOTAL EQUIPMENT PURCHASED 89/91 BIENNIUM \$114,338.00

EQUIPMENT PURCHASED TO DATE-91/93 BIENNIUM \$7,976.30

SOMAC437D

Estimated Cost of Equipment Remaining to be Purchased
91/93 Biennium

I. LIBRARY

Radiological Health Handbook

II. MAPS AND MISC. EQUIPMENT

Extra Batteries	\$200.00
Hand Cleaner	\$20.00
Mobile Telephone	\$500.00
Plastic Bags	\$50.00
Flashlights	\$200.00
Equipment Lines	\$200.00
Hi-energy food/instant hot beverages - optional	\$50.00
Tire Pump - electric	\$75.00
Stove and coffee pot - optional	\$50.00

SUB TOTAL \$1345.00

III PROTECTIVE EQUIPMENT

Gloves	\$1800.00
Disposable foot covers	\$270.00
Earplugs	\$30.00
Full firefighting turnouts (1) set per team member - optional	\$18,000.00
Hard hats - 6 per vehicle	\$120.00

SUB TOTAL \$20,220.00

IV LEAK CONTROL EQUIPMENT

Absorbent booms/Pads	\$550.00
Plugging and Diking Equipment	\$400.00
Dryorb type absorbent - 2/50 lb bags	\$435.00
Air Bag Systems	\$3000.00
Dome Cover Clamps - (6)	\$1100.00
Misc. Leak Control Equipment:	\$800.00
Assorted plugs	
Assorted fabrics - Butyl, Neoprene and Red Rubber (24 x 24)	
Assorted pipe unions	
Assorted clamps	
Assorted tapes	
Misc.: Silicone, caulk, etc...	
Misc.: O-rings, nuts, bolts	
Lead wool (sheet lead)	
Epoxy kits	
Misc. Footballs, basketballs and tennis balls	\$100.00
PVC Pipe	\$50.00

SUB TOTAL \$6435.00

Regional Hazardous Materials Emergency Response Team Agreement

V. TOOLS

Misc. Air Tools	\$250.00
Air Hose, with regulator/spare bottle	\$275.00
Misc. Saws - Hand Saw	\$50.00
Scissors	\$40.00
Shovels - 2 ea. roundpoint and squarepoint	\$75.00
Grounding Equipment/Bonding Equipment	\$75.00
Pulaski - (2)	\$60.00
Axes - pickhead and single bit	\$55.00
Pry Bar - 54"	\$25.00
Bolt Cutters - 18"	\$65.00
Crowbar - 24"	\$50.00
Comealong (pulley)	\$100.00
Assorted cribbing	\$50.00
Measuring Wheel	\$40.00
Easy-outs/Stud Extractors	\$30.00
Canvas Tool Bag	\$80.00
Aviation Shears - Right, Left, Straight	\$40.00
SUB TOTAL	\$1330.00

VI DETECTION EQUIPMENT

Spil-fyter	\$100.00
Ammonia and dispenser	\$10.00
PH Paper	\$15.00
Plastic and glass Sampling containers	\$50.00
Drum Sampler	\$185.00
SUB TOTAL	\$360.00

VII SUPPRESSION EQUIPMENT

Foam/Vapor Suppression - 25 gl	\$500.00
Class D Powder	\$145.00
Foam Eductor	\$325.00
Foam application nozzles	\$125.00
SUB TOTAL	\$1095.00

VIII CONTAINMENT EQUIPMENT

Small quantities of neutralizer (approx. 50 lb)	\$75.00
One set of overpack drums (85, 65, 35)	\$250.00
Lab Packs	\$30.00
SUB TOTAL	\$355.00

IV DECONTAMINATION EQUIPMENT

Solution ingredients	\$100.00
Brushes	\$40.00
Towels and rags	\$50.00
Containment pools	\$40.00
Decontamination Shower	\$2000.00
(2) 3/4" x 100' garden hose with nozzle & adaptor	\$80.00
SUB TOTAL	\$2310.00

Regional Hazardous Materials Emergency Response Team Agreement

SPECIAL EQUIPMENT

White Plexiglas board with grease pencil - 8 1/2 x 11	\$15.00	
Plotting Board	\$50.00	
Siphon Pump	\$100.00	
Tracing Dye (Solid and liquid)	\$50.00	
Portable Shelter, tent - Optional	\$1000.00	
Porta-Potty - Optional	\$250.00	
	SUB TOTAL	\$1465.00
	TOTAL	\$34,895.00

SOMAC341D

1/8/92

EXHIBIT D

Specialized Training Expenses

Specialized Training Expenses will be provided under this Agreement as follows:

Team Training

30 Personnel at \$3,000 each \$ 90,000

Personnel Replacement Costs

Personnel replacement costs may be provided,
IF funding is available, as follows:

30 Personnel at \$2,000 each \$ 60,000

Local Coordination of Team Functions

Allotment for Coordination of hazardous materials
 emergency response team functions with local
 jurisdictions within the primary response area.

\$ 10,000

Total Specialized Training Expenses

Additional Personnel Replacement Costs

(IF funding available)

\$ 60,000

\$ 100,000

EXHIBIT E

Medical Surveillance

Allocation of funds for Baseline, Maintenance and Exit Physicals for each team member:

30 Personnel at \$400 each **\$ 12,000**

TOTAL MEDICAL SURVEILLANCE **\$ 12,000**

EXHIBIT F

Compensation for Vehicles and Apparatus

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

Contractor Vehicles

Each engine	\$ 200.00 per hour
Each utility / staff / support vehicle	50.00 per hour
Contractor's Hazardous Materials Response Vehicle	200.00 per hour

Contractor Equipment Charges

Cellular Phone Fee	\$ 100.00 per incident
Computer Fee	50.00 per incident
"B" Level Suits / per suit	53.00 per incident
Coveralls / per suit	25.00 per incident
Tyvek Suits / per suit	4.00 per incident
SCBA Fee / each	25.00 per incident
SCBA Refills	4.00 per bottle
Probeye Fee	50.00 per incident
MSA 260 Fee	25.00 per incident
Spilfighter	15.00 per incident
Radios Fee	50.00 per incident

Miscellaneous Costs (State-owned equipment only)

Cellular Phone Charge	30.00 per incident
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Other associated costs:

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

EXHIBIT G

Personnel Expense Reimbursement Schedule

State to provide the following compensation for Contractor's personnel utilized in response to a hazardous materials incident:

HazMat Team Members	\$	45.00 per hour
Replacement (infill) Personnel		Actual Cost

EXHIBIT H

Summary of Contract Value

Vehicles and Equipment Loans - (See Exhibit C)

Total Equipment Purchased 89/91 Biennium	\$ 114,338.00	
Equipment Purchased 91/93 Biennium (As of 2-26-92)	7,976.30	
Estimated Equipment to be Purchased (91/93 Biennium)	34,895.00	
TOTAL EQUIPMENT VALUE		\$ 157,209.30
 HazMat Vehicle to be Purchased (91/93 Biennium) - Maximum Value	 \$ <u>135,000.00</u>	
TOTAL VEHICLE VALUE		\$ 135,000.00

Specialized Training Expenses - (See Exhibit D)

<u>89/91 Biennium</u>		
Team Training	\$ 3,980.00	
 <u>91/93 Biennium</u>		
Team Training	\$ 90,000.00	
Local Coordination of Team Functions	10,000.00	
Personnel Costs (IF funding is available)	<u>60,000.00</u>	
TOTAL TRAINING EXPENSES		\$ 163,980.00

Medical Surveillance - (See Exhibit E)

<u>89/91 Biennium</u>		
Baseline, Maintenance & Exit Physicals	\$.00	
<u>91/93 Biennium</u>		
Baseline, Maintenance & Exit Physicals	\$ <u>12,000.00</u>	
TOTAL SURVEILLANCE		\$ <u>12,000.00</u>
 TOTAL MAXIMUM CONTRACT VALUE		 \$ <u>468,189.30</u>

Approving Signatures:

On Behalf of the State of Oregon,

Dated this 19th day of October, 1992

Everett G. Hall

Everett G. Hall
State Fire Marshal

On Behalf of the State Attorney General,

Dated this ____ day of _____, 1992

Printed Name _____

**On Behalf of the State Risk Management Division
(Insurance Review Only),**

Dated this ____ day of _____, 1992

Printed Name _____

On Behalf of _____

Dated this ____ day of _____, 1992

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

October 30, 1992

EXECUTIVE
DEPARTMENT

Penny Malmquist
Multnomah County Emergency Management
12240 N.E. Glisan
Portland, Oregon 97230

STATE FIRE MARSHAL

Subject: Regional Response Team Contracts

Thank you for your inquiry regarding signatures of the Attorney General and Risk Management. The contract agreements were sent out for team approval in early April. Subsequently, we were informed that the Attorney General and Risk Management would not sign all copies of all contracts. There are over 50 original agreements for the HazMat teams alone, and this could be quite cumbersome. Both the Attorney General and Risk Management have signed a "generic" response team contract which covers the basic contract language and provides approval on their behalf. I am enclosing two coversheets with signature pages from the "generic" contract agreement which are referenced by the following footer at the bottom of the page:

RIC/TEAMCON1/March 31, 1992
Page 43

This letter is confirmation that the signatures of the Attorney General and the State Risk Management are not required on the team contracts.

Sincerely,



Ralph M. Rodia
Chief Deputy State Fire Marshal

RMR:rc



**AGREEMENT FOR
REGIONAL HAZARDOUS MATERIAL
EMERGENCY RESPONSE TEAM SERVICES**

**GENERIC AGREEMENT FOR APPROVAL
BY
RISK MANAGEMENT**

Approving Signatures:

On Behalf of the State of Oregon,

Dated this _____ day of _____, 1992

Everett G. Hall
State Fire Marshal

On Behalf of the State Attorney General,

Dated this 16 day of June, 1992

Sumida D. Moyano
Printed Name _____

On Behalf of the State Risk Management Division
(Insurance Review Only),

Dated this 5TH day of June, 1992

Robert A. Nies
Printed Name Robert A. Nies

On Behalf of _____

Dated this _____ day of _____, 1992

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

Regional Hazardous Materials Emergency Response Team Agreement

REVIEWED:

On Behalf of the Multnomah County County Counsel

Dated this 17th day of September, 1992

Signature *Laurence Kressel*
Printed Name Laurence Kressel
Title County Counsel
Address 1120 SW 5th, Rm 1530
City Portland, OR Zip 97204

On Behalf of Multnomah County

Dated this 29th day of September, 1992

Signature *Gladys McCoy*
Printed Name Gladys McCoy
Title County Chair
Address 1120 SW 5th, Rm 1410
City Portland, OR Zip 97204

On Behalf of Multnomah County Sheriff's Office

Dated this 12th day of October, 1992

Signature *Robert G. Skipper*
Printed Name Robert G. Skipper
Title Sheriff
Address 12240 NE Glisan
City Portland, OR Zip 97230

On Behalf of _____

Dated this _____ day of _____, 1992

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

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # L-2 DATE 9-29-92
Craig A. Peterson
BOARD CLERK

Regional Hazardous Materials Emergency Response Team Agreement

REVIEWED:

On Behalf of Gresham City Attorney

Dated this 7 day of August, 1992

Signature Matthew P. Brown
Printed Name Thomas Sponsler
Title City Attorney
Address 515 NE Roberts
City Gresham, OR Zip 97030

On Behalf of Gresham City Manager

Dated this 11th day of August, 1992

Signature J. Michael Casey
Printed Name J. Michael Casey
Title City Manager
Address 1333 NW Eastman Parkway
City Gresham, OR Zip 97030

On Behalf of Gresham City Mayor

Dated this 12th day of August, 1992

Signature Gussie McRobert
Printed Name Gussie McRobert
Title Mayor
Address 1333 NW Eastman Parkway
City Gresham, OR Zip 97030

On Behalf of _____

Dated this _____ day of _____, 1992

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

ADDENDUM 2
Additional Agreement Terms

Section 2.19.3 is amended to read as follows:

Section 2.19.3 Automobile Liability: Contractor and State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. **"The Contractor shall obtain "hired" auto coverage for responding with State vehicles when not acting under State authority, as in section 2.10.2."** This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. Auto liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) combined single limit occurrence, or equivalent.

Inclusion of this addendum is signified by initials below.

ADDENDUM 3

HazMat 3 Response Boundary

Beginning at the Columbia River at the City of Portland eastern boundary, head south following Portland City limits to the Willamette River. South along the Willamette to the Clackamas/Marion County lines. East on southern Clackamas County border to the western boundary of the Warm Springs Indian Reservation. North on Warm Springs western border to Highway 26. North on Highway 26 to junction of Highway 216. West on Highway 216 to junction of Highway 97. North on Highway 97 to Columbia River. West on Columbia River to Portland City limits - the point of beginning.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500133

Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>8/12/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	--

Department Non Department Division Emergency Management Date 7-26-93

Contract Originator Penny Malmquist Phone 251-2466 Bldg/Room 313-118

Administrative Contact Penny Malmquist Phone 251-2466 Bldg/Room 313/118

Description of Contract Extension of Intergovernmental Agreement for participation in the Gresham/Multnomah County Regional Hazardous Materials Emergency Response Team

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name State of Oregon, State Fire Marshal
 Mailing Address 4760 Portland Road NE
Salem OR 97305-1760
 Phone 373-1825
 Employer ID# or SS# _____
 Effective Date June 30, 1993
 Termination Date December 31, 1993
 Original Contract Amount \$ 468,189.30
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ 468,189.30
 Total Amount of Agreement \$ _____

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager _____
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel Matthew O. Ryan
 County Chair / Sheriff Gary Hansen, Vice-Chair
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date _____
 Date _____
 Date 7/29/93
 Date August 12, 1993
 Date _____

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

INSTRUCTIONS ON REVERSE SIDE

INTERGOVERNMENTAL AGREEMENT

- 1. This intergovernmental agreement is between the State of Oregon, acting by and through the State Fire Marshal, hereinafter State, and City of Gresham/Multnomah County, hereinafter Contractor.
- 2. The State and Contractor agree that Section 1.2 of the existing Regional Hazardous Materials Emergency Response Team Contract shall be extended to December 31, 1993.
- 3. Contractor acknowledges that extension of this agreement is contingent upon the State obtaining legislation which authorizes funding of this agreement.
- 4. It is understood and agreed that all other terms and conditions of the existing contract are still in effect.
- 5. This agreement is conditioned upon Contractor's mutual agreement to said terms, as witnessed by signatures below.

On Behalf of the State of Oregon,
Dated this ____ day of _____, 1993

Acting State Fire Marshal

On Behalf of the Oregon Attorney General,
Dated this ____ day of _____, 1993

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

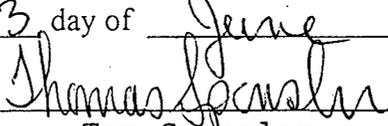
On Behalf of City of Gresham,
Dated this ____ day of _____, 1993

Signature Gussie McRobert
Printed Name Gussie McRobert
Title Mayor
Address 1333 NW Eastman Parkway
City Gresham Zip 97030

On Behalf of City of Gresham,
Dated this 21 day of July, 1993

Signature 
Printed Name Bonnie Kraft
Title City Manager
Address 1333 NW Eastman Parkway
City Gresham Zip 97030

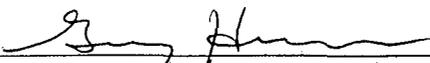
On Behalf of City of Gresham,
Dated this 23 day of June, 1993

Signature 
Printed Name Tom Sponsler
Title City Attorney
Address 1333 NW Eastman Parkway
City Gresham Zip 97030

Reviewed: On Behalf of Multnomah County,
Dated this 29 day of July, 1993

Signature 
Printed Name Laurence Kressel
Title County Counsel
Address 1120 SW 5th Suite 1530
City Portland, OR Zip 97204

On Behalf of Multnomah County,
Dated this 12th day of August, 1993

Signature 
Printed Name ~~Hank Higgins~~ Gary Hansen
Title ~~Acting County Chair~~ Vice-Chair
Address 1120 SW 5th, Suite 1500
City Portland, OR Zip 97204

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 8/12/93
DEB BOGSTAD
BOARD CLERK

On Behalf of Multnomah County Sheriff's Office
Dated this _____ day of _____, 1993

Signature _____
Printed Name Bob Skipper
Title Sheriff
Address 12240 NE Glisan
City Portland, OR Zip 97230

On Behalf of _____,
Dated this _____ day of _____, 1993

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

On Behalf of _____,
Dated this _____ day of _____, 1993

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

On Behalf of _____,
Dated this _____ day of _____, 1993

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

MEETING DATE: AUG 12 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: DISTRIBUTION OF PROCEEDS FROM SALE OF TAX FORECLOSED PROPERTY

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services DIVISION: Facil. & Prop. Mgmt.

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/2nd Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of expenditures of \$188,107.32 costs and expenses incurred and disbursed during the period January 1, 1993 through June 30, 1993 for the supervision and maintenance of tax acquired properties and authorizing reimbursement of these expenses by the Tax Title Fund to the General Fund as provided by Section 275.275(1)(a), ORS and approval for the distribution of the balance of the proceeds from the sale and management of these properties in the amount of \$526,744.42 in accordance with the formula provided in Section 311.390, ORS.

Distribution of the proceeds from the sale and management of tax acquired properties is required semi-annually under the provisions of Section 275.275(3), ORS.

An order to accomplish the distribution is attached.

8/17/93 ORIGINALS & COPY TO LARRY BAXTER & DAVE BOYER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 AUG - 10 11:00 AM
COUNTY CLERK'S OFFICE
MULTICOUNTY CENTER
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Distribution of)
Proceeds from the Sale and Management) ORDER
of Tax Acquired Property for the Period) 93-278
January 1, 1993 through June 30, 1993)

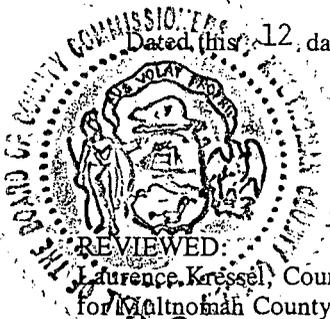
It appearing that Multnomah County, during the period from JANUARY 1, 1993 through June 30, 1993 has made sales of tax acquired real properties which have produced revenues of \$798,123.40; and that there has necessarily been incurred for supervision and maintenance of these properties the sum of \$188,107.32, leaving that a balance of \$526,74.42; and

WHEREAS, under the provisions of Section 275.275(3), ORS, after refunding to the county general fund all costs and expenses incurred by the county in the maintenance and supervision of such properties, the proceeds from the sale and rental of said properties are to be distributed to the various tax levying bodies in Multnomah County, Oregon and the Board being fully advised in the premises, it is therefore

ORDERED that the expenditures in the sum of \$188,107.32 heretofore incurred and disbursed by Multnomah County be approved and confirmed; and

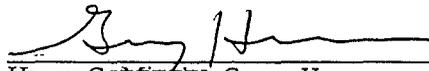
IT IS FURTHER ORDERED that the balance of the proceeds, \$526,774.42, be distributed by the County Treasurer in accordance with the formula provided in Section 311.390, ORS, which is currently being used for the distribution of tax collections.

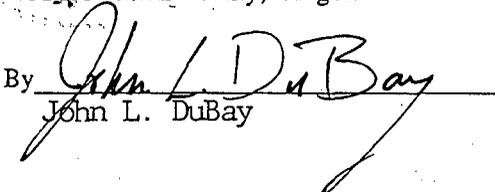
Dated this 12 day of August, 1993



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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins Gary Hansen
Acting Multnomah County ~~Chair~~ Vice-Chair

By 
John L. DuBay

MULTNOMAH COUNTY TAX TITLE UNIT
 DISTRIBUTION OF PROCEEDS, JANUARY 1, 1993 THRU JUNE 30, 1993

PERIOD ENDING	TOTAL PERSONAL SERVICES	TOTAL MATERIALS AND SERVICES	TOTAL GENERAL FUND EXPENSE	TAX TITLE FUND REVENUE RECEIVED	TAX TITLE FUND PASSTHRU & REFUNDS	TAX TITLE FUND REVENUE AFTER PASSTHRU	PROCEEDS FOR DISTRIBUTION
Jan 31, 1993	\$12,379.02	\$12,901.49	\$25,280.51	\$146,679.10	\$0.00	\$146,679.10	\$121,398.59
Feb 28, 1993	\$12,379.01	\$9,744.93	\$22,123.94	\$90,925.06	\$8,836.42	\$82,088.64	\$59,964.70
Mar 31, 1993	\$12,429.17	\$20,351.26	\$32,780.43	\$210,601.61	\$37,167.01	\$173,434.60	\$140,654.17
Apr 30, 1993	\$19,033.61	\$24,618.98	\$43,652.59	\$106,540.22	\$0.00	\$106,540.22	\$62,887.63
May 31, 1993	\$12,962.82	\$15,311.40	\$28,274.22	\$96,956.46	\$8,836.42	\$88,120.04	\$59,845.82
Jun 30, 1993	\$15,453.69	\$20,541.94	\$35,995.63	\$146,420.95	\$28,431.81	\$117,989.14	\$81,993.51
=====	=====	=====	=====	=====	=====	=====	=====
Total:	\$84,637.32	\$103,470.00	\$188,107.32	\$798,123.40	\$83,271.66	\$714,851.74	\$526,744.42

PERIOD ENDING: Jan 31, 1993

GENERAL FUND

PERMANENT: \$8,449.60
TEMPORARY: \$0.00
PREMIUM: \$0.00
FRINGE: \$2,283.14
INSURANCE: \$1,646.28
TOTAL PERSONAL SERVICES: \$12,379.02
PROFESSIONAL SERVICES: \$410.00
PRINTING: \$0.00
UTILITIES: \$1,026.36
RENTALS: \$8.50
MAINTENANCE: \$8,620.91
SUPPLIES: \$2,104.72
EDUCATION: \$0.00
DUES: \$0.00
PHONE: \$125.15
MOTOR POOL: \$605.85
BUILD MGMT: \$0.00
DIST/POSTAGE: \$0.00
TOTAL MATERIALS AND SERVICES: \$12,901.49
BUILDINGS: \$0.00
OTHER IMPS: \$0.00
EQUIPMENT: \$0.00
TOTAL INDIRECT: \$0.00
GENERAL FUND EXPENSE: \$25,280.51

TAX TITLE FUND

INTEREST: \$21,089.01
PRINCIPAL: \$114,997.59
INVESTMENT: \$10,620.00
MISCELLANEOUS: -\$27.50
TOTAL REVENUE RECEIVED: \$146,679.10

PASSTHRU: \$0.00
REFUNDS: \$0.00
PASSTHRU & REFUNDS: \$0.00
REVENUE LESS PASSTHRU & REFUNDS: \$146,679.10

PROCEEDS: \$121,398.59

PERIOD ENDING: Feb 28, 1993

GENERAL FUND

PERMANENT: \$8,449.60
TEMPORARY: \$0.00
PREMIUM: \$0.00
FRINGE: \$2,283.16
INSURANCE: \$1,646.25
TOTAL PERSONAL SERVICES: \$12,379.01
PROFESSIONAL SERVICES: \$2,982.00
PRINTING: \$0.00
UTILITIES: \$221.19
RENTALS: \$1,340.03
MAINTENANCE: \$3,728.62
SUPPLIES: \$446.33
EDUCATION: \$0.00
DUES: \$25.00
PHONE: \$418.89
MOTOR POOL: \$405.21
BUILD MGMT: \$0.00
DIST/POSTAGE: \$177.66
TOTAL MATERIALS AND SERVICES: \$9,744.93
BUILDINGS: \$0.00
OTHER IMPS: \$0.00
EQUIPMENT: \$0.00
TOTAL INDIRECT: \$0.00
GENERAL FUND EXPENSE: \$22,123.94

TAX TITLE FUND

INTEREST: \$13,946.41
PRINCIPAL: \$74,301.11
INVESTMENT: \$2,671.00
MISCELLANEOUS: \$6.54
TOTAL REVENUE RECEIVED: \$90,925.06

PASSTHRU: \$8,836.42
REFUNDS: \$0.00
PASSTHRU & REFUNDS: \$8,836.42
REVENUE LESS PASSTHRU & REFUNDS: \$82,088.64

PROCEEDS: \$59,964.70

PERIOD ENDING: Mar 31, 1993

GENERAL FUND

PERMANENT: \$8,499.60
TEMPORARY: \$0.00
PREMIUM: \$0.00
FRINGE: \$2,283.14
INSURANCE: \$1,646.43
TOTAL PERSONAL SERVICES: \$12,429.17
PROFESSIONAL SERVICES: \$223.00
PRINTING: \$224.17
UTILITIES: \$233.33
RENTALS: \$0.00
MAINTENANCE: \$18,289.38
SUPPLIES: \$0.00
EDUCATION: \$0.00
DUES: \$0.00
PHONE: \$240.87
MOTOR POOL: \$612.51
BUILD MGMT: \$528.00
DIST/POSTAGE: \$0.00
TOTAL MATERIALS AND SERVICES: \$20,351.26
BUILDINGS: \$0.00
OTHER IMPS: \$0.00
EQUIPMENT: \$0.00
TOTAL INDIRECT: \$0.00
GENERAL FUND EXPENSE: \$32,780.43

TAX TITLE FUND

INTEREST: \$38,617.32
PRINCIPAL: \$169,311.24
INVESTMENT: \$2,506.00
MISCELLANEOUS: \$167.05
TOTAL REVENUE RECEIVED: \$210,601.61

PASSTHRU: \$37,167.01
REFUNDS: \$0.00
PASSTHRU & REFUNDS: \$37,167.01
REVENUE LESS PASSTHRU & REFUNDS: \$173,434.60

PROCEEDS: \$140,654.17

PERIOD ENDING: Apr 30, 1993

GENERAL FUND

PERMANENT: \$13,031.36
TEMPORARY: \$0.00
PREMIUM: \$0.00
FRINGE: \$3,521.20
INSURANCE: \$2,481.05
TOTAL PERSONAL SERVICES: \$19,033.61
PROFESSIONAL SERVICES: \$8,841.10
PRINTING: \$1,429.14
UTILITIES: \$3,486.62
RENTALS: \$0.00
MAINTENANCE: \$7,970.18
SUPPLIES: \$113.06
EDUCATION: \$0.00
DUES: \$248.00
PHONE: \$266.15
MOTOR POOL: \$619.07
BUILD MGMT: \$0.00
DIST/POSTAGE: \$1,645.66
TOTAL MATERIALS AND SERVICES: \$24,618.98
BUILDINGS: \$0.00
OTHER IMPS: \$0.00
EQUIPMENT: \$0.00
TOTAL INDIRECT: \$0.00
GENERAL FUND EXPENSE: \$43,652.59

TAX TITLE FUND

INTEREST: \$26,847.41
PRINCIPAL: \$77,902.81
INVESTMENT: \$1,845.00
MISCELLANEOUS: -\$55.00
TOTAL REVENUE RECEIVED: \$106,540.22

PASSTHRU: \$0.00
REFUNDS: \$0.00
PASSTHRU & REFUNDS: \$0.00
REVENUE LESS PASSTHRU & REFUNDS: \$106,540.22

PROCEEDS: \$62,887.63

PERIOD ENDING: May 31, 1993

GENERAL FUND

PERMANENT: \$8,719.84
TEMPORARY: \$0.00
PREMIUM: \$173.28
FRINGE: \$2,402.97
INSURANCE: \$1,666.73
TOTAL PERSONAL SERVICES: \$12,962.82
PROFESSIONAL SERVICES: \$4,050.08
PRINTING: \$285.48
UTILITIES: \$704.96
RENTALS: \$0.00
MAINTENANCE: \$9,353.87
SUPPLIES: \$1.74
EDUCATION: \$50.00
DUES: \$0.00
PHONE: \$214.20
MOTOR POOL: \$651.07
BUILD MGMT: \$0.00
DIST/POSTAGE: \$0.00
TOTAL MATERIALS AND SERVICES: \$15,311.40
BUILDINGS: \$0.00
OTHER IMPS: \$0.00
EQUIPMENT: \$0.00
TOTAL INDIRECT: \$0.00
GENERAL FUND EXPENSE: \$28,274.22

TAX TITLE FUND

INTEREST: \$22,140.04
PRINCIPAL: \$72,855.92
INVESTMENT: \$1,988.00
MISCELLANEOUS: -\$27.50
TOTAL REVENUE RECEIVED: \$96,956.46

PASSTHRU: \$8,836.42
REFUNDS: \$0.00
PASSTHRU & REFUNDS: \$8,836.42
REVENUE LESS PASSTHRU & REFUNDS: \$88,120.04

PROCEEDS: \$59,845.82

PERIOD ENDING: Jun 30, 1993

GENERAL FUND

PERMANENT: \$10,165.46
TEMPORARY: \$0.00
PREMIUM: \$0.00
FRINGE: \$2,753.03
INSURANCE: \$2,535.20
TOTAL PERSONAL SERVICES: \$15,453.69
PROFESSIONAL SERVICES: \$2,568.99
PRINTING: \$100.30
UTILITIES: \$2,655.86
RENTALS: \$0.00
MAINTENANCE: \$12,176.02
SUPPLIES: \$93.10
EDUCATION: \$0.00
DUES: \$0.00
PHONE: \$306.90
MOTOR POOL: \$530.73
BUILD MGMT: \$528.00
DIST/POSTAGE: \$1,582.04
TOTAL MATERIALS AND SERVICES: \$20,541.94
BUILDINGS: \$0.00
OTHER IMPS: \$0.00
EQUIPMENT: \$0.00
TOTAL INDIRECT: \$0.00
GENERAL FUND EXPENSE: \$35,995.63

TAX TITLE FUND

INTEREST: \$20,043.28
PRINCIPAL: \$123,703.67
INVESTMENT: \$2,674.00
MISCELLANEOUS: \$0.00
TOTAL REVENUE RECEIVED: \$146,420.95

PASSTHRU: \$28,431.81
REFUNDS: \$0.00
PASSTHRU & REFUNDS: \$28,431.81
REVENUE LESS PASSTHRU & REFUNDS: \$117,989.14

PROCEEDS: \$81,993.51

MEETING DATE: AUG 12 1993

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590.

BLDG/ROOM #: 421/Second Floor.

PERSON(S) MAKING PRESENTATION: Bob Oberst.

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #13705.

Deed D940907 and Board Orders attached.

8/17/93 originals to Larry Baxter

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *[Signature]*

OR

DEPARTMENT MANAGER: *Robert Oberst* *Betsy H. Willian*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY OREGON

1993 AUG -3 11:06

DEED D940907

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CHARLES E. EDDINGTON and JANET EDDINGTON, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

VERNON

S 7' OF LOT 3, BLOCK 59; ALL OF LOT 4, BLOCK 59

The true and actual consideration paid for this transfer, stated in terms of dollars is \$1,650.70.

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

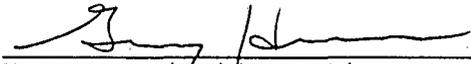
Until a change is requested, all tax statements shall be sent to the following address:

%GUZMAN 4622 NE 20TH AVE
PORTLAND, OR 97211-5818

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 12th day of August, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.

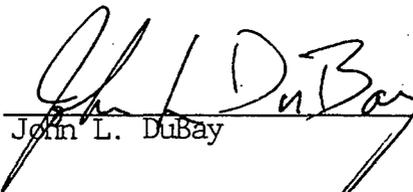


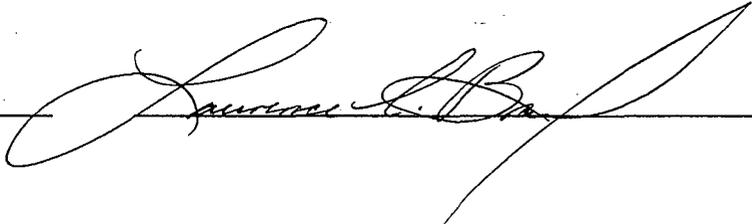
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


~~Henry County, Oregon~~
~~Multnomah County~~ Gary Hansen, Vice-Chair

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

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

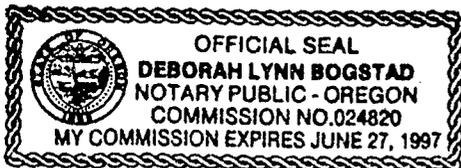

John L. DuBay



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 12th day of August, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Gary Hansen, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: AUG 12 1993

AGENDA NO: C-4

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

C* 103314

SUBJECT: Revenue Contract Between City of Portland and Housing and Community Services Division, Community Development Program, for Sewer-on-Site Program

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Housing and Community Services Division has received a \$436,000 revenue contract from the City of Portland for operations of the weatherization/sewer-on-site program in the Mid-County Sewer Project area. This renews an agreement made during FY 1992-93 for these services on a pilot project basis.

Under the contract, the County's Community Development Program administers the City's sewer hook-up program for low income Portland residents eligible for sewer connection assistance. The County was selected through a request for proposal process.

A portion of these revenues are already in the Housing and Community Services Division Budget. A Budget Modification to add the rest of the revenues is being processed simultaneously with this revenue contract (*DSS 2).

8/17/93 ORIGINALS
to CILLIAT MURRAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

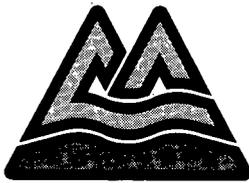
OR

DEPARTMENT MANAGER: Gary Nelson / MB

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
soa94a

1993 AUG -3 AM 11:06
MULTI-COUNTY BOARD OF
COUNTY ADMINISTRATORS
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: H.C. Miggins, Acting County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Norm Monroe, Director
Housing and Community Services Division

DATE: July 13, 1993

SUBJECT: FY 1993-94 Revenue Contract from City of Portland: Sewer-on-Site Program and DSS Budget Modification #

Retroactive Status: The revenue contract from the City of Portland is retroactive to July 1, 1993, to cover ongoing services. The contract was not received from the City for processing until July 13, 1993.

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

The Division also recommends approval of DSS Budget Modification # *DSS?*, which is being processed simultaneously.

Analysis: The Housing and Community Services Division, Community Development Program has received a \$436,000 revenue contract from the City of Portland, for the Sewer-on-Site program in the Mid-County Sewer Project area. This program provides weatherization and sewer connection assistance for low income households residing in the Mid-County Sewer Project area. This assistance includes loans for sewer connections.

The Housing and Community Services Division operated the program on a demonstration basis in FY 1992-93. For FY 1993-94, the City issued a request for proposal; the Division was the successful applicant.

DSS Budget Modification # adds \$280,040 to the Community Development Program pass through budget and \$1,960 to Indirect; the funds will pay for low income household loans. These amounts represent the difference between the \$436,000 allocated in the revenue contract and the \$154,000 already budgeted in the adopted County Budget.

Background: The Housing and Community Services Division, Community Development Program provides housing development and rehabilitation services to low income households in Mid-County, as part of its federal Community Development Block Grant program. This sewer project expands the program's housing related services while utilizing its expertise in marketing, eligibility determination, and loan processing.

808942



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103314
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement
<p>APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>8/12/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>		

Department Social Services Division Housing Date July 13, 1993
 Contract Originator Cilla Murray Phone 5464 Bldg/Room 161/2
 Administrative Contact Cilla Murray Phone 5464 Bldg/Room 161/2
 Description of Contract Funds Sewer-on-site program.

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

Contractor Name City of Portland, Bureau of Community Development
 Mailing Address 808 SW Third Suite 600
Portland OR 97204
 Phone 823-2381
 Employer ID# or SS# _____
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 436,000

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

REQUIRED SIGNATURES
 Department Manager [Signature]
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff Gary Hansen, Vice-Chair
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 22 July 93
 Date _____
 Date 7/29/93
 Date August 12, 1993
 Date _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	5400			2773			City PDX	436,000	
02.											
03.											

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

Contract Number: 103314

INTERGOVERNMENTAL AGREEMENT
between the
CITY OF PORTLAND
and
MULTNOMAH COUNTY

This Agreement is entered into between the CITY OF PORTLAND, OREGON (CITY) and MULTNOMAH COUNTY (COUNTY) to provide implementation of the Weatherization Grant (Wx)/Sewer-On-Site (SOS) Program for 225 units in the Mid-County Sewer Project area.

RECITALS:

1. There is a need to provide connection assistance to low income Portland residents connecting to the Mid-County Sewer Project.
2. The CITY has allocated in the approved FY 93-94 HCD budget \$436,000 for assistance to 225 low income families for connection to the Mid-County Sewer Project.
3. The CITY undertook a Request for Proposal Project to select a contractor to administer the sewer hook-up program.
4. The CITY determined Multnomah County Community Development had the best capacity to implement the WX/SOS Demonstration Program on behalf of eligible lower income Portland residents for fiscal years 1993 and 1994.

AGREED:

I. Scope of Services

COUNTY will provide the following services described below, and referenced in budget Attachment 8, relative to weatherization and sewer connection services.

- A. Carry out the weatherization grant/sewer connection assistance project for 225 low/moderate income Portland households. The Program is described in the Consolidated Sewer Connecting Assistance Proposal, May 17, 1993.
- B. It is anticipated that of the 225 low/moderate income households whose houses will be connected to sewer, 50 will be eligible for, and take advantage of, the weatherization services available.

- C. Submit a monthly report on the progress of the project to the Bureau of Housing & Community Development within 20 days of the end of each month.
- D. After six months, re-evaluate with representatives of the Bureaus of Housing & Community Development and Environmental Services the progress of the program. Modifications will be made if needed. Termination of the contract in accordance with this Agreement is a possibility.
- E. The County will service loans, exclusive of legal action, from the FY 92-3 Demonstration program.
- F. Prepare a final report evaluating the success of the project within 30 days of the contract termination date. The final report shall include racial, ethnic, gender and income data for the low/moderate income beneficiaries.
- G. The intent of the City and Multnomah County is that the County will administer this program for a two-year period pending future funding and City satisfaction.

II. City Project Manager

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

III. Compensation and Method of Payment

- A. COUNTY will be compensated for the described services by the CITY through the Housing and Community Development fund as follows:
- B. Payments to the COUNTY for eligible expenses will be made periodically upon submission of a statement of expenditures. COUNTY will keep vendor receipts of materials and services and evidence of payment of personnel costs. It is agreed that total compensation under this agreement shall not exceed FOUR HUNDRED, THIRTY-SIX THOUSAND DOLLARS (\$436,000). This amount is broken out as \$336,000 for direct sewer connection loans and \$100,000 for implementation costs.

IV. GENERAL CONTRACT PROVISIONS

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract,

the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

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

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

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

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

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

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:
1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. **SECTION 3:** The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.
- H. **MAINTENANCE OF RECORDS.** The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

- I. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

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

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

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

- L. **WORKERS' COMPENSATION INSURANCE.**

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

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

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully

copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

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

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

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

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

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

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

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

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

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

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

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

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

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

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

U. **MONITORING.** The City through the Bureau of Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

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

and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

V. Period of Agreement

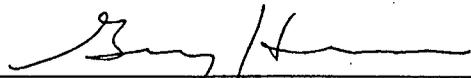
The terms of this Agreement shall be effective as of July 1, 1993 and shall remain in effect during any period the County as control over Federal funds, including program income. This Agreement shall terminate as of June 30, 1994.

Date this _____ day of _____, 1993.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

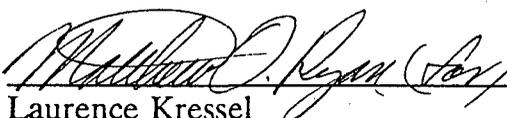


~~Hank Miggins, Acting Chair~~
Gary Hansen, Vice-Chair

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers
City Attorney



Laurence Kressel
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 8/12/93
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A

CITY OF PORTLAND, OREGON
QUESTIONNAIRE FOR WORKERS' COMPENSATION INSURANCE
AND FOR QUALIFICATION AS AN INDEPENDENT
CONTRACTOR UNDER ORS CHAPTER 670.600

(To be completed by contractor's representative
and attached to each contract, purchase order,
etc., requiring the performance of labor.)

- (1) Contractor's Name Multnomah County, Oregon
- (2) Contract Number or Description IGA for Private Loan Programs
- (3) The nature of Contractor's business is Local Government
-

- (4) Is Contractor provided any assistance whatsoever in the performance of its business? (For example: volunteer, secretarial, family or bookkeeping help.)

Yes X No _____

- (5) Will Contractor use employees or subcontractors in the performance of this contract?

Yes X No _____

- (6) If Contractor currently uses the assistance of employees, subcontractors, family members, or any other people, or plans for such assistance in the performance of this contract, please provide the name of Contractor's workers' compensation insurance carrier in the space provided, and attach sufficient proof of workers' compensation insurance coverage to this questionnaire.

Self Insured - See Attachment D

(Contractor need not complete the remainder of the questionnaire if sufficient proof of workers' compensation insurance is provided. Contractor must complete the remainder of the questionnaire if sufficient proof of workers' compensation insurance is not provided.)

(7) If Contractor does not use the assistance of others at the time this contract is let, and if Contractor will not use the assistance of others in the performance of this contract, please circle the category which describes the contractor's business:

- a. Contractor's business is organized as a sole proprietorship (all work will be performed by the individual contractor without the assistance of others - no employees or subcontractors).
- b. Contractor's business is organized as a partnership not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement on real property (all work will be performed by the partners themselves without the assistance of others - no employees or subcontractors).
- c. Contractor's business is organized as a corporation (all work will be performed by corporate officers who are also directors of the corporation who have a substantial ownership interest in the corporation).
- d. Other - _____

(8) Does Contractor know that it is responsible for providing workers' compensation insurance if the Contractor uses the assistance of others in the performance of its work in any manner, or if the Contractor plans to use other individuals to assist in the performance of this contract?

Yes _____ No _____

(9) Is Contractor employed in any other capacity? _____

Yes _____ No _____

(10) If so, what is that employment? _____

(11) What tools or equipment will be necessary for performance of work under this contract? _____

(12) Who will furnish these tools or equipment? _____

(13) Did Contractor perform labor or services as an independent contractor last year?

Yes _____ No _____

(14) If so, did Contractor file federal and state income tax returns in the name of the business or a business schedule C as part of contractor's personal income tax return for last year?

Yes _____ No _____

(15) Where are Contractor's labor or services primarily carried out?

(16) If Contractor is an individual, at what address does Contractor reside? _____

(17) If Contractor is a partnership or corporation, where is the residence of the individual who will perform the labor or services under the contract? _____

(18) To what trade associations does Contractor belong? _____

(19) Name any commercial advertising Contractor has purchased recently (for example, yellow page listings, newspaper advertising, etc.):

(20) Does Contractor distribute business cards?

Yes _____ No _____

(If so, submit a business card with this questionnaire.)

(21) What is Contractor's business telephone number?

(22) Under what name is this number listed in the telephone book?

(23) What is Contractor's residential telephone number (or the residential telephone number of the individual who is performing services for Contractor)?

(24) Under what name is this number listed in the telephone book?

(25) List all persons or entities for whom Contractor has performed labor or services as an independent contractor within the previous 12-month period and the duration of all such contracts:

(26) Has Contractor performed all such labor or services described in question 25 above pursuant to written contracts?

Yes _____ No _____

(27) Does Contractor carry errors and omission insurance relating to the labor or services to be provided?

Yes _____ No _____

(28) Does Contractor carry liability insurance relating to the labor or services to be provided?

Yes _____ No _____

(29) Are performance bonds guaranteeing Contractor's work currently in effect?

Yes _____ No _____

(30) City Project Manager _____
(Name and Title)

THE CONTRACTOR CERTIFIES THAT THE INFORMATION THAT IS SUPPLIED IN THIS QUESTIONNAIRE IS TRUE AND ACCURATE. ANY MISREPRESENTATION OF INFORMATION IN THIS QUESTIONNAIRE BY CONTRACTOR SHALL CONSTITUTE A BREACH OF THE AGREEMENT TO WHICH THIS QUESTIONNAIRE IS AN EXHIBIT.

(32) Contractor's Representative _____
signature

title

(33) Date _____
f:\contract\model\wcq

ADDITIONAL INSURED ENDORSEMENT

Without prejudice to coverage otherwise existing herein, the City of Portland, its officers, agents and employees are included as additional insureds under this policy as to any claim or claims for injury to person including death, or damage to property, resulting from or growing out of the operations of the named insured, including all operations by subcontractors, under the contract with the City of Portland for ^C.

It is understood and agreed that this policy shall not terminate or be cancelled prior to completion of the contract without first giving thirty (30) days written notice of intention to terminate or to cancel said policy to the Auditor of the City of Portland.

Notwithstanding the naming of additional insureds, the policy shall protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein shall operate to increase the insured's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage applies as to claims between insureds on the policy. This endorsement assures that the policy complies with the terms and conditions of the named insured's contract with the City of Portland.

INSURED'S NAME

Date: _____

AUTHORIZED INSURANCE COMPANY

REPRESENTATIVE - TITLE

Date: _____



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

July 2, 1993

Sue Williams
City of Portland
Bureau of Environmental Services
Mid-County Sewer Project
Building 302

Dear Sue Williams:

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

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

Sincerely,

Jean M. Miley
Risk Manager

438R/JMM/lb

c: Greg Poff

MEETING DATE: AUG 12 1993

AGENDA NO: C-5

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

C# 103324

SUBJECT: Revenue Contract from City of Portland to Housing and Community Services Division, for Private Plumbing Loan Program

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Housing and Community Services Division has received a \$15,500 revenue contract from the City of Portland for administration of the Private Plumbing Loan Program, which provides loan assistance to eligible property owners with incomes above 80% of median, who live in the Mid County Sewer Project area, the Portland Urban Services Boundaries, or in unincorporated areas of Multnomah County if they sign a consent to annex to the city.

These funds are already included in the adopted County Budget.

8/17/93 originals to Cella Thureay

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

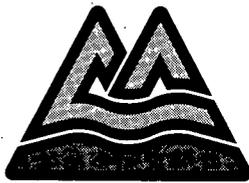
DEPARTMENT MANAGER: Gary Nelson / RB

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

pp194a

1993 AUG - 9 11:03 AM
MULTNOMAH COUNTY
CLERK OF COUNTY



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: H.C. Miggins, Acting County Chair

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

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

DATE: July 14, 1993

SUBJECT: FY 1993-94 Revenue Contract from City of Portland: Private Plumbing Loans

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

Analysis: The Housing and Community Services Division, Community Development Program has received a \$15,500 revenue contract from the City of Portland, for administration of the City's Private Plumbing Loan Program.

This program provides financial assistance to expand private plumbing financing options available to eligible property owners who are within the boundaries of the Mid County Sewer Project area and/or the Portland Urban Services Boundaries or who are in unincorporated Multnomah County and sign a consent to annex to the City. Eligible property owners will have incomes which exceed 80% of regional median income.

The City has determined that administration of the Private Plumbing Loan Program should be coordinated with administration of the Weatherization/Sewer-on-Site Program. Multnomah County Community Development Program successfully responded to a request for proposal for these activities.

This City of Portland revenue contract allocates \$15,500 to the County for the Private Plumbing Loan Program. A separate contract for the Weatherization/Sewer-on-Site Program is being processed simultaneously.

Background: These City funds have already been included in the Housing and Community Services Division budget.

pp194z



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 103324
Amendment # -

MULTNOMAH COUNTY OREGON

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>8/12/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Social Services Division Housing Date July 14, 1993

Contract Originator Cilla Murray Phone 5464 Bldg/Room 161/2

Administrative Contact Cilla Murray Phone 5464 Bldg/Room 161/2

Description of Contract City of Portland, Bureau of Community Development is allocating \$15,500 in revenue for the Private Plumbing Loan Program. These funds cover administration of the program.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland, Bureau of Community Development

Mailing Address 808 SW Third Suite 600
Portland OR 97204

Phone 823-2381

Employer ID# or SS# _____

Effective Date Upon Execution

Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 15,500

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ Upon Invoice Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 22 July 93

Date _____

Date 7/29/93

Date August 12, 1993

Date _____

REQUIRED SIGNATURES:

Department Manager Gary Hansen

Purchasing Director
(Class II Contracts Only) _____

County Counsel William J. Ryan

County Chair / Sheriff Gary Hansen, Vice-Chair

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

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	5400			2773			City PDX Private	15,500	
02.									Plumbing		
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INTERGOVERNMENTAL AGREEMENT

between the
CITY OF PORTLAND
and
MULTNOMAH COUNTY

This Agreement is entered into between the CITY OF PORTLAND, OREGON (CITY) and MULTNOMAH COUNTY (COUNTY) to provide application intake, review, and approval services for the City's Private Plumbing Loan Program.

RECITALS:

1. Through City Resolution 34957 the Portland Bureau of Environmental Services (BES) was directed to develop a financial assistance program for owners of single family residences within the boundaries of the Mid County Sewer Project and the Portland Urban Services Boundaries or those in unincorporated Multnomah County who sign a consent to annex to the City.
2. As one of the components of the financial assistance program, Resolution 34957 directed the Portland Bureau of Environmental Services to "Develop and fund a private plumbing loan program to expand private plumbing financing options available to eligible property owners with incomes that exceed 80% of regional median income".
3. Ordinance No. 166291, passed by the City Council on March 3, 1993 established a private plumbing loan program and authorized an intergovernmental agreement with Multnomah County to provide application intake, review, and approval services for the program through June 30, 1993.
4. The Portland Bureau's of Community Development and Environmental Services have identified a need to consolidate sewer connection loan administration services in mid-Multnomah County for both the low income Community Development Block Grant programs and the Private Plumbing Loan Program beginning July 1, 1993.
5. Through a selection process, Multnomah County has been selected as the recommended agency to provide the consolidated sewer connection loan administration in Mid-Multnomah County.

AGREED:

I. Scope of County Services

COUNTY will provide application intake, review and approval services as summarized below and detailed in Attachment A:

County will assist in the preparation and distribution of program information, both written and verbal, to interested property owners in the Mid County Sewer Project area. Upon request, County will provide all required services for processing program applications from distributing application packets through loan approval. These services shall include, but not be limited to:

- Reviewing applications for completeness
- Assigning an intake number and logging contact
- Assembling applicant files
- Obtaining a title tract search
- Determining Program eligibility
- Preparing and mailing written approval/denial to applicant
- Reviewing bids
- Determination of loan amount
- Forwarding approved applicant files to City staff
- Preparing various program reports for City staff

The County will regularly provide staff support at the Mid County office to assist property owners through the application process. The timing of these regular visits will be mutually agreed upon and may include evenings.

The County scope of services may be expanded in the future to include verification of work completion, loan closing, and disbursement of loan funds. If requested by the City, the County will prepare a cost proposal for these additional services and the Contract will be amended accordingly.

II. Scope of City Services

To assist the COUNTY in carrying out its obligations hereunder, the City shall perform the services set out below:

The City will assist the COUNTY in the preparation and distribution of program information, both written and verbal, to Mid County Sewer Project customers. The City will confirm eligibility of applicants for the program based on property location

(in/out of Project area and Portland City limits). The City shall provide coordination services between the Portland Mid County Sewer Project staff and Multnomah County HCS staff.

During the period of agreement, performance evaluations may be conducted by the CITY at six month intervals and, if deemed appropriate, the CITY may exercise its option to terminate as outlined in Section V. (A).

III. City Project Manager

- A. The City Project Manager shall be Bonnie Morris, or such other person as shall be designated in writing by the Mid County Sewer Group Manager or Director of the Bureau of Environmental Services.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other CITY actions referred to herein.

IV. Compensation and Method of Payment

- A. County will be compensated for services provided under this agreement as outlined in Attachment B.
- B. Payments to the COUNTY for eligible expenses will be made monthly upon submission of a statement of expenditures. COUNTY will keep vendor receipts of materials and services and evidence of payment of personnel costs.

V. General Contract Provisions

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

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

- B. TERMINATION FOR CONVENIENCE. In accordance with 24 CFR 85.44, the

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

- C. REMEDIES. The remedies provided to the CITY under Sections A and C hereof for a breach by the COUNTY shall not be exclusive. The CITY and the COUNTY also shall be entitled to any other equitable and legal remedies that are available.

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

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

- E. ACCESS TO RECORDS. The CITY, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the COUNTY which are directly pertinent to this Contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the COUNTY for three years after the CITY makes final payment and all other pending matters are closed.

- F. MAINTENANCE OF RECORDS. The COUNTY shall maintain records on a current basis to support its billings to the CITY. The COUNTY shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The CITY or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the COUNTY regarding its billings or its work hereunder. The COUNTY shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this Contract.

- G. AUDIT OF PAYMENTS. The CITY, either directly or through a designated representative, may audit the records of the COUNTY at any time during the 3 year period established by Section H above.

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

- H. INDEMNIFICATION. The COUNTY shall hold harmless, defend, and indemnify

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

Notwithstanding the paragraph above the COUNTY'S indemnification obligation under this agreement shall be subject to the limitations of the Oregon Constitution and statutes.

- I. LIABILITY INSURANCE. The COUNTY is self-insured as provided by Oregon law.
- J. WORKERS' COMPENSATION INSURANCE.
 - (a) The COUNTY, its subcontractors, if any, and all employers working under this agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Attachment C, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The COUNTY further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
 - (b) In the event the COUNTY's workers' compensation insurance coverage is due to expire during the term of this Agreement, the COUNTY agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised statutes, before its expiration, and the COUNTY agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.
 - (c) The COUNTY agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Attachment D and shall remain attached to this agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the COUNTY shall constitute a breach pursuant to this subsection, CITY may terminate this Agreement immediately and the notice requirement contained in subsection V. (A), TERMINATION FOR CAUSE, hereof shall not apply.
- K. SUBCONTRACTING AND ASSIGNMENT. The COUNTY shall not subcontract its work under this Contract, in whole or in part, without the written approval of the CITY. The COUNTY shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the COUNTY as specified in this contract. Notwithstanding CITY approval of a subcontractor, the COUNTY shall

remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to the Contractor hereunder. The COUNTY agrees that if subcontractors are employed in the performance of this Contract, the COUNTY and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The COUNTY shall not assign this Contract in whole or in part or any right or obligation hereunder, without prior written approval of the CITY.

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

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

- M. CONFLICTS OF INTERESTS. No CITY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

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

No CITY officer or employees who participated in the award of this Contract shall be employed by the COUNTY during the Contract.

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

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

- O. AVAILABILITY OF FUNDS. City certifies that sufficient funds are available and authorized for expenditures to finance the cost of the contract.

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

In the event that the COUNTY provides goods or services to the Funding Party(ies) in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the Funding Party(ies)'s Equal Employment Opportunity certification process.

Q. PUBLICITY. Publicity regarding the project shall note participation of both of the Parties, including the right to review all program, and standard written correspondence by both City and County.

VI. Period of Agreement

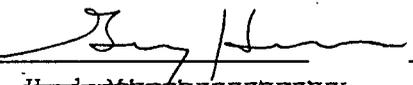
The terms of this Agreement shall be effective upon execution and shall remain in effect through June 30, 1994 with annual options for renewal, if mutually agreed upon, until completion of the Mid-County Sewer Project in 1999.

Dated this _____ day of _____ 1993.

CITY OF PORTLAND

By _____
Mike Lindberg Date
Commissioner of Public Utilities

By  7/14/93
Norm Monroe, Division Director Date
Housing & Community Services

By  8/12/93
~~Mark McGinnis, xxxxxxx~~ Date
Multnomah County Vice Chair
Gary Hansen

APPROVED AS TO FORM:
JEFFREY L. ROGERS, ~~Deputy~~ City
Atty for City of Portland, Oregon

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

By _____
Date

By  7/29/93
Assistant County Counsel Date
Matthew O. Ryan

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 8/12/93
DEB BOGSTAD
BOARD CLERK

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

The undersigned provider of goods, services, or real estate space to The City of Portland hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon tax laws described in ORS 305.380(4).

Dated: August 12, 1993



Gary Hansen, Vice-Chair
By ~~HC Miggins, Acting Chair~~
Multnomah County, Oregon

Attachment A

CITY/COUNTY
PRIVATE PLUMBING LOAN PROGRAM
POLICIES AND PROCEDURES

Revised 6/30/93

CITY OF PORTLAND PRIVATE PLUMBING LOAN PROGRAM

PROGRAM SUMMARY

PURPOSE: To assist homeowners not qualifying for S.O.S. loans finance the private plumbing costs associated with connection to a sanitary sewer system.

DEFINITIONS:

Sewer-On-Site loans (SOS)- This is a financing program offering interest-free, deferred payment loans to lower income households required to connect to the Mid-County Sewer Project.

Private Plumbing Loan Program- This program, funded by the City of Portland augments the SOS program, providing financing to eligible homeowners who do not qualify for an SOS loan.

APPLICANT ELIGIBILITY REQUIREMENTS

1. An applicant must have either a fee simple title or a purchaser's interest in a land sales contract in the property.
2. The loan program will be available to anyone who currently owns a home that:
 - a. is within the Mid-County Sewer Project Area and the Portland Urban Services Boundary;
 - b. is a single family dwelling, is the only dwelling on a lot, and is used primarily as a residence;
 - c. is within the City Limits of Portland or the applicant is willing to sign a Consent To Annex to the City of Portland.
3. The applicant must be ineligible for a loan under the SOS program.

GENERAL PROCESSING TIMELINES

The processing goal of the county for the program is twofold; 1) to provide best possible service to all applicants for the program; and 2) to render connection assistance in compliance with the timeframe of the City of Portland and the Mid-County Sewer Project.

The timelines given in the following loan processing procedures are general guidelines. The County will make a constant good faith effort to process all applications in a timely manner.

LOAN PROCESSING PROCEDURES STATEMENT

I Application Intake

1. BES distributes information re: SOS and Private Plumbing loans with notices and reminder letters to owners scheduled to connect to sewer and informs customers of the programs through phone and in-person contact.
2. County Housing Rehabilitation Assistant (HRA) does a preliminary screening of applicant (applicant's phone in) to see if he/she meets guidelines of either program. The County recognizes that some homeowners will likely need more assistance throughout the process than others, and will provide specialized attention based on the needs of individual clients.
3. If program guidelines are met, information and application forms and instructions for obtaining bids are sent to applicant (within one day of phone call). The same application forms (packet) will be used for both loan programs.

Packets include a list of sewer contractors along with bid instructions and general specification requirements for the work to be done. Applicants are instructed to obtain at least three bids from qualified, licensed contractors. The bids must conform to all applicable state and local codes and ordinances. The low, responsible bid will constitute the loan amount.

4. BES staff may also distribute application packets upon request.

II Application Review & Approval

1. Within two days of receipt of loan application, HRA looks it over to see if it was filled out completely and correctly. If the application is incomplete, the applicant is contacted for needed information.
2. HRA enters the applicant's information in the "Application Roster." An intake number is assigned to each application received. HRA determines:
 - a. jurisdiction (City or County);
 - b. preliminary qualification for SOS based on income
3. Within one week of receipt of application, HRA requests Tract Search from title company for ownership verification. Turnaround time for the title company is generally less than one week.
4. HRA assembles a file for each application received (each applicant/household). This initial file will contain: application, Tract Search, property tax records, SOS or Private Loan program work sheet and checklist pages, Applicant Contact Report, and bids (when submitted by applicant).
5. For applications already determined to be ineligible for SOS, the process continues with step 7 below.

6. Within three days after all the required verifications and documentation are assembled a general SOS criteria screening is performed:
 - a. Is income within guidelines?
 - b. Does applicant have title to the property?
 - c. Is equity in the home sufficient?
 - d. Are the property taxes current?
 - e. Are the mortgage payments up-to-date?
 - f. Is applicant within the asset limitation? (Below \$20,000)
 - g. Is his/her credit history acceptable?
 - h. Does applicant have a steady source of income?
 - i. Is applicant eligible for weatherization assistance?

If necessary HRA requests any additional information which would clarify or explain any questions arising from the above screening.

7. If an applicant fails to qualify for an SOS loan, provided property ownership is in good order, HRA will check with the City of Portland, within three days of screening, to confirm eligibility for the Private Plumbing Loan Program as outlined in "Applicant Eligibility Requirements" (#2).
8. Within one week following the screening/evaluation, HRA sends applicants eligible for the Private Plumbing Loan Program a letter explaining their eligibility, and a Loan Repayment Agreement completed in their name and in the amount of the responsible low bid (form to be provided by the City of Portland). The Agreement must be signed and returned to the City of Portland if the applicant wishes to finance the connection under this program. Copies of the agreement are sent to the Mid-County Sewer Project office and the City Auditor's office.
9. Now HRA is ready to submit the application and file to the City of Portland/Mid-County Sewer Project Office for any further action including loan closing, tracking of construction, payment etc.. Submittal to the City will take place within three days of approval.
10. The County will make a good faith effort in reviewing bids submitted by applicants for cost reasonableness and compliance with connection requirements. However, the County makes no guarantees or warranties relative to the bids, and assumes no responsibility for them. The responsibility remains with bidding contractors and homeowners.

III Loan Closing and Construction

Loan closing, construction and payment will be done under the direction of the City of Portland. Multnomah County will assume no responsibilities, obligations or liabilities for these activities.

IV Program Coordination

1. The City of Portland will oversee environmental review and all other applicable federal, state and local requirements of program implementation.
2. Multnomah County will manage all employees associated with the day-to-day operation of this project up to the point that files are

3. Multnomah County will be paid monthly for administering the program based on actual time and costs. A request for payment will be submitted by the county each month, outlining current activity and including year-to-date summaries. Detail and backup documentation will be contained in individual case files.
4. The City and the County may initiate discussions to amend the Private Plumbing Loan Program policies and procedures as needed. Efforts will be made to coordinate such amendments between incorporated and unincorporated neighborhoods in order to provide uniform assistance throughout the Mid-County area.

Attachment B

PRIVATE PLUMBING LOAN PROGRAM COST DETAIL

Costs elements of the program:

1. There is no cost for start-up activities because the work has been completed under the previous contract. Any additional work for continued development of the program and materials will be billed at a rate of \$35 per hour for County time.

2. Intake/Processing:

Assumptions: 2.6 applications are requested for 1 application received.

30% fall out of applications.

\$62 dollars per successful application will require 2.0 hours of staff time.

To achieve a 25% employee the program would send 61 application packets out each month, receive 25 applications, of which 18 or 19 would be "keepers".

3. Detailed Cost Proposal for Loan processing Fee.

The loan processing costs are based on approximately 2.00 hours of handling for each closed loan. The breakdown of file handling costs per closed loan is based on the Loan Processing Procedures (Attachment A). The time estimate is as follows:

10 minutes	Step I-2 (preliminary screening)
5 minutes	Step I-3 (send information to applicant)
15 minutes	Step II-1 (application completeness review)
5 minutes	Step II-2 (Application Roster/assignment)
50 minutes	Step II-3...5 (assemble file/review)
15 minutes	Step II-6...7 (process notice to clients)
15 minutes	Step II-8...9 (compile file/transmit to Ptld)

City/county discussions have identified several likely points where applications will "fall out" of the process. Based on the SOS and PPLP experience to date we expect 2.6 applications will be sent out for for each application returned for review, and some applications will fall out during the review process. We expect BES to handle the majority of the initial mailing however there is a projected 17% factor to cover County time spent on applications which do not close. The basic PPLP management cost is \$62 per job which includes sending the signed contract to the Auditor's office. The \$62 per job is part of the loan origination fee under the City/County agreement.

Cost detail: (assumes 250 approved loans)

Start up	\$ 0.00
Staff costs	14,394.00
Supplies and Materials	594.00
Office	512.00
Total	\$15,500.00

The agreement for services describes a possible multi-year administration period. The 1994-95 year costs are subject to the anticipated inflation factor of 3-5%. Costs and increases after 1994-95 will be determined by negotiation and mutual agreement.

ATTACHMENT C

CITY OF PORTLAND, OREGON
QUESTIONNAIRE FOR WORKERS' COMPENSATION INSURANCE
AND FOR QUALIFICATION AS AN INDEPENDENT
CONTRACTOR UNDER ORS CHAPTER 670.600

(To be completed by contractor's representative
and attached to each contract, purchase order,
etc., requiring the performance of labor.)

- (1) Contractor's Name Multnomah County, Oregon
- (2) Contract Number or Description IGA for Private Loan Programs
- (3) The nature of Contractor's business is Local Government

- (4) Is Contractor provided any assistance whatsoever in the performance of its business? (For example: volunteer, secretarial, family or bookkeeping help.)

Yes X No _____

- (5) Will Contractor use employees or subcontractors in the performance of this contract?

Yes X No _____

- (6) If Contractor currently uses the assistance of employees, subcontractors, family members, or any other people, or plans for such assistance in the performance of this contract, please provide the name of Contractor's workers' compensation insurance carrier in the space provided, and attach sufficient proof of workers' compensation insurance coverage to this questionnaire.

Self Insured - See Attachment D

(Contractor need not complete the remainder of the questionnaire if sufficient proof of workers' compensation insurance is provided. Contractor must complete the remainder of the questionnaire if sufficient proof of workers' compensation insurance is not provided.)

(7) If Contractor does not use the assistance of others at the time this contract is let, and if Contractor will not use the assistance of others in the performance of this contract, please circle the category which describes the contractor's business:

- a. Contractor's business is organized as a sole proprietorship (all work will be performed by the individual contractor without the assistance of others - no employees or subcontractors).
- b. Contractor's business is organized as a partnership not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement on real property (all work will be performed by the partners themselves without the assistance of others - no employees or subcontractors).
- c. Contractor's business is organized as a corporation (all work will be performed by corporate officers who are also directors of the corporation who have a substantial ownership interest in the corporation).
- d. Other - _____

(8) Does Contractor know that it is responsible for providing workers' compensation insurance if the Contractor uses the assistance of others in the performance of its work in any manner, or if the Contractor plans to use other individuals to assist in the performance of this contract?

Yes _____ No _____

(9) Is Contractor employed in any other capacity? _____

Yes _____ No _____

(10) If so, what is that employment? _____

(11) What tools or equipment will be necessary for performance of work under this contract? _____

(12) Who will furnish these tools or equipment? _____

(13) Did Contractor perform labor or services as an independent contractor last year?

Yes _____ No _____

(14) If so, did Contractor file federal and state income tax returns in the name of the business or a business schedule C as part of contractor's personal income tax return for last year?

Yes _____ No _____

(15) Where are Contractor's labor or services primarily carried out?

(16) If Contractor is an individual, at what address does Contractor reside? _____

(17) If Contractor is a partnership or corporation, where is the residence of the individual who will perform the labor or services under the contract? _____

(18) To what trade associations does Contractor belong? _____

(19) Name any commercial advertising Contractor has purchased recently (for example, yellow page listings, newspaper advertising, etc.):

(20) Does Contractor distribute business cards?

Yes _____ No _____

(If so, submit a business card with this questionnaire.)

(21) What is Contractor's business telephone number?

(22) Under what name is this number listed in the telephone book?

(23) What is Contractor's residential telephone number (or the residential telephone number of the individual who is performing services for Contractor)?

(24) Under what name is this number listed in the telephone book?

(25) List all persons or entities for whom Contractor has performed labor or services as an independent contractor within the previous 12-month period and the duration of all such contracts:

(26) Has Contractor performed all such labor or services described in question 25 above pursuant to written contracts?

Yes _____ No _____

(27) Does Contractor carry errors and omission insurance relating to the labor or services to be provided?

Yes _____ No _____

(28) Does Contractor carry liability insurance relating to the labor or services to be provided?

Yes _____ No _____

(29) Are performance bonds guaranteeing Contractor's work currently in effect?

Yes _____ No _____

(30) City Project Manager _____
(Name and Title)

THE CONTRACTOR CERTIFIES THAT THE INFORMATION THAT IS SUPPLIED IN THIS QUESTIONNAIRE IS TRUE AND ACCURATE. ANY MISREPRESENTATION OF INFORMATION IN THIS QUESTIONNAIRE BY CONTRACTOR SHALL CONSTITUTE A BREACH OF THE AGREEMENT TO WHICH THIS QUESTIONNAIRE IS AN EXHIBIT.

(32) Contractor's Representative _____
signature

title

(33) Date _____
f:\contract\model\wcq

ADDITIONAL INSURED ENDORSEMENT

Without prejudice to coverage otherwise existing herein, the City of Portland, its officers, agents and employees are included as additional insureds under this policy as to any claim or claims for injury to person including death, or damage to property, resulting from or growing out of the operations of the named insured, including all operations by subcontractors, under the contract with the City of Portland for ^C.

It is understood and agreed that this policy shall not terminate or be cancelled prior to completion of the contract without first giving thirty (30) days written notice of intention to terminate or to cancel said policy to the Auditor of the City of Portland.

Notwithstanding the naming of additional insureds, the policy shall protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein shall operate to increase the insured's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage applies as to claims between insureds on the policy. This endorsement assures that the policy complies with the terms and conditions of the named insured's contract with the City of Portland.

INSURED'S NAME

Date: _____

AUTHORIZED INSURANCE COMPANY
REPRESENTATIVE - TITLE

Date: _____



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

July 2, 1993

Sue Williams
City of Portland
Bureau of Environmental Services
Mid-County Sewer Project
Building 302

Dear Sue Williams:

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

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

Sincerely,

Jean M. Miley
Risk Manager

438R/JMM/lb

c: Greg Poff

#1

PLEASE PRINT LEGIBLY!

MEETING DATE Aug. 12-93
NAME Boise Hunter

ADDRESS 5260 NE 74
STREET
CITY Portland OR ZIP CODE 97208
3706

I WISH TO SPEAK ON AGENDA ITEM # 101

SUPPORT X OPPOSE _____
SUBMIT TO BOARD CLERK

MEETING DATE: AUG 12 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Creation of an Advisory Committee on Design and Construction

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 12, 1993

Amount of Time Needed: 15 minutes

DEPARTMENT: Dept. of Libraries DIVISION: _____

CONTACT: Carol Kelsey TELEPHONE #: 248-5217

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Tanya Collier

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

In the matter of creating an Advisory Committee on Design and Construction for oversight and review of the renovation and repair of the Multnomah County Library, Central Library.

8/12/93 copies to Co Collier, Hansen

SALTZMAN, GINNIE

COOPER, JIM

EMERSON & WAYNE

SIGNATURES REQUIRED: GEORGE

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: _____

STATE OF OREGON
CLERK OF COUNTY COMMISSION
MULTNOMAH COUNTY
993 AUG - 5 AM 9 30

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of creating an Advisory Committee on Design)
and Construction for oversight and review of the renovation) RESOLUTION
and repair of the Multnomah County Library, Central Library)

WHEREAS, The Multnomah County voters have approved general obligation bonds to fund the construction of the Multnomah County Library, Central Library; and

WHEREAS, The Central Library is an historic and beloved building and the library services offered there are valuable to our community; and

WHEREAS, Involvement of community members with experience and foresight is desirable for a public construction project as complex as this one; and

THEREFORE BE IT RESOLVED, that the Library Board recommend to the Board of County Commissioners of Multnomah County, that:

1. An Advisory Committee on Design and Construction be confirmed to provide advice and assistance to the County Facilities Division and the Library during the renovation and repair of the Central Library.
2. The Advisory Committee shall have three Library Board members, one representative from the Friends of the Library and five construction industry representatives.
3. The duties of the Committee shall include:
 - a. Recommend a program of public review and oversee the program's implementation.
 - b. Provide advice and assistance to the Facilities and Property Management Division during the course of construction.
4. The Advisory Committee shall be staffed by the County Construction Manager and the Director of Libraries.

BE IT FURTHER RESOLVED, that the Advisory Committee on Design and Construction will terminate upon completion of the renovation and repair of the Multnomah County Library, Central Library.

ADOPTED this 12th day of August, 1993.

By _____
Hank Miggins, Acting Chair
Multnomah County, Oregon

Reviewed:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

In the Matter of creating an Advisory Committee on Design and Construction for oversight and review of the renovation and repair of the Multnomah County Library, Central Library)
) RESOLUTION
)

WHEREAS, The Multnomah County voters have approved general obligation bonds to fund the construction of the Multnomah County Library, Central Library; and

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3. The duties of the Committee shall include:
 - a. Recommend a program of public review and oversee the program's implementation.
 - b. Provide advice and assistance to the Facilities and Property Management Division during the course of construction.
4. The Advisory Committee shall be staffed by the County Construction Manager and the Director of Libraries.

BE IT FURTHER RESOLVED, that the Advisory Committee on Design and Construction will terminate upon completion of the renovation and repair of the Multnomah County Library, Central Library.

ADOPTED this _____ day of _____, 1993.

By _____
Hank Miggins, Acting Chair
Multnomah County, Oregon

Reviewed:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of creating an Advisory Committee on Design)
and Construction for oversight and review of the renovation) RESOLUTION
and repair of the Multnomah County Library, Central Library)

WHEREAS, The Multnomah County voters have approved general obligation bonds to fund the construction of the Multnomah County Library, Central Library; and

WHEREAS, The Central Library is an historic and beloved building and the library services offered there are valuable to our community; and

WHEREAS, Involvement of community members with experience and foresight is desirable for a public construction project as complex as this one; and

THEREFORE BE IT RESOLVED, that the Library Board recommend to the Board of County Commissioners of Multnomah County, that:

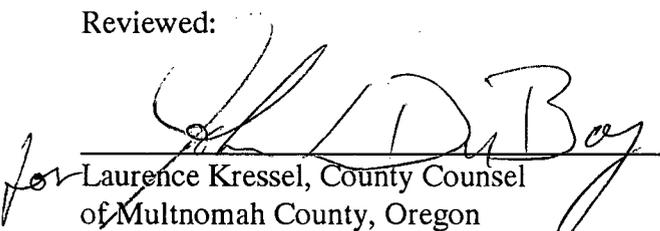
1. An Advisory Committee on Design and Construction be confirmed to provide advice and assistance to the County Facilities Division and the Library during the **design**, renovation and repair of the Central Library.
2. The Advisory Committee shall have three Library Board members, **one of which served on the Library Entrepreneurial Initiatives Team, if possible**, one representative from the Friends of the Library and five construction/design industry representatives.
3. The duties of the Committee shall include:
 - a. Recommend a program of public review and oversee the program's implementation.
 - b. Provide advice and assistance to the Facilities and Property Management Division during the course of **design and** construction.
4. The Advisory Committee shall be staffed by the County Construction Manager and the Director of Libraries.

BE IT FURTHER RESOLVED, that the Advisory Committee on Design and Construction will terminate upon completion of the renovation and repair of the Multnomah County Library, Central Library.

ADOPTED this _____ day of _____, 1993.

By 
Hank Miggins, Acting Chair
Multnomah County, Oregon

Reviewed:


for Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of creating an Advisory Committee on Design)
and Construction for oversight and review of the renovation) RESOLUTION
and repair of the Multnomah County Library, Central Library) 93-280

WHEREAS, The Multnomah County voters have approved general obligation bonds to fund the construction of the Multnomah County Library, Central Library; and

WHEREAS, The Central Library is an historic and beloved building and the library services offered there are valuable to our community; and

WHEREAS, Involvement of community members with experience and foresight is desirable for a public construction project as complex as this one; and

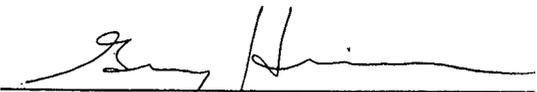
THEREFORE BE IT RESOLVED, that the Library Board recommend to the Board of County Commissioners of Multnomah County, that:

1. An Advisory Committee on Design and Construction be confirmed to provide advice and assistance to the County Facilities Division and the Library during the design, renovation and repair of the Central Library.
2. The Advisory Committee shall have three Library Board members, one of which served on the Library Entrepreneurial Initiatives Team, if possible, one representative from the Friends of the Library and five construction/design industry representatives.
3. The duties of the Committee shall include:
 - a. Recommend a program of public review and oversee the program's implementation.
 - b. Provide advice and assistance to the Facilities and Property Management Division during the course of design and construction.
4. The Advisory Committee shall be staffed by the County Construction Manager and the Director of Libraries.

BE IT FURTHER RESOLVED, that the Advisory Committee on Design and Construction will terminate upon completion of the renovation and repair of the Multnomah County Library, Central Library.

ADOPTED this 12th day of August, 1993.



By 

~~Mark Wiggins, Acting Chair~~
Multnomah County, Oregon
Gary Hansen, Vice-Chair

Reviewed:


Laurence Kressel, County Counsel
of Multnomah County, Oregon

MEETING DATE: AUG 12 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 8/12/93

Amount of Time Needed: 10 Minutes

DEPARTMENT: Environmental Services DIVISION: Admin

CONTACT: Betsy Williams TELEPHONE #: 248-5000

BLDG/ROOM #: 412/206

PERSON(S) MAKING PRESENTATION: Betsy Williams

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

In the Matter of Board Appreciation to Maria Rojo de Steffey, the Staff at the Expo Center, and the Multnomah County Fair Task Force for a Successful 1993 Multnomah County Fair.

8/17/93 copies to Betsy Williams

BOARD OF
COUNTY COMMISSIONERS
1993 AUG -4 AM 11: 27
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Board Appreciation to)
Maria Rojo de Steffey, the Staff at the)
Expo Center, and the Multnomah County) RESOLUTION
Fair Task Force for a Successful 1993) 93-281
Multnomah County Fair)

WHEREAS, Multnomah County suffered a significant decrease in racing revenues in 1993 for the purposes of producing a 1993 Multnomah County Fair; and

WHEREAS, it appeared likely that the production of a 1993 County Fair would not be financially viable; and

WHEREAS, there was substantial community support for the continuation of the Multnomah County Fair; and

WHEREAS, the Board of Commissioners was committed to providing a venue for Multnomah County youth to exhibit their skills and products; and

WHEREAS, the Multnomah County Fair Advisory Task Force was created to develop a plan for the 1993 County Fair; and

WHEREAS, the Task Force, with the support of Maria Rojo de Steffey and the Expo Center staff, pursued with enthusiasm and creativity, a fresh and new approach to the Multnomah County Fair, including:

- increased sponsorships
- increased community participation
- an innovative hay castle for children
- two Ferris Wheel weddings
- a farmers' market
- a diversity of local entertainment
- a daily parade of County Fair participants
- and other novel features; and

WHEREAS, despite an extremely short planning period, a major management change at the Expo Center, drastically reduced resources for entertainment and advertising for the Fair, and rain three of the five days of the Fair, the 1993 Multnomah County Fair attracted over 26,000 participants, received substantial media coverage, and even made a small profit.

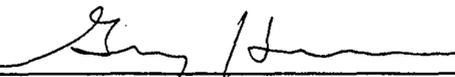
NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Multnomah County, as follows:

1. The Board expresses its congratulations and wholehearted appreciation to Maria Rojo de Steffey, the Expo Center staff, and the Multnomah County Fair Advisory Task Force for a successful 1993 Multnomah County Fair, and
2. The Board eagerly awaits the recommendations of the Task Force on the future of the Multnomah County Fair.

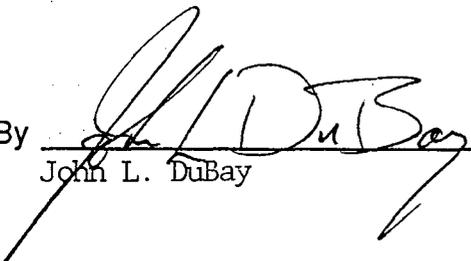
ADOPTED this 12th day of August, 1993.



MULTNOMAH COUNTY, OREGON

By 
~~Hank Higgins~~ Gary Hansen
Multnomah County ~~Chair~~ Vice-Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By 
John L. DuBay

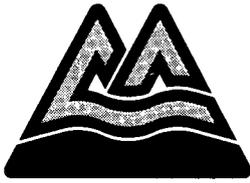
File Name: sos94

EXPENDITURE

TRANSACTION EB []		GM [] TRANSACTION DATE _____						ACCOUNTING PERIOD _____		BUDGET FY 1992-93		
Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	5400			6060			280,040		Pass Through
		156	010	5400			7100			1,960		Indirect
											282,000	TOTAL, ORG. # 5400
		100	045	9120			7700			1,960		Contingency/Indirect
											1,960	SUBTOTAL, SERV. REIMB
TOTAL EXPENDITURE CHANGE										283,960	TOTAL EXPENDITURE CHANGE	

REVENUE

TRANSACTION EB []		GM [] TRANSACTION DATE _____						ACCOUNTING PERIOD _____		BUDGET FY 1992-93		
Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	5400			2773			282,000		City of Portland/Federal
		100	045	7410			6602			1,960		Serv.Reimb./Gen.Fund
											1,960	TOTAL, SERV. REIMB
TOTAL REVENUE CHANGE										283,960	TOTAL REVENUE CHANGE	



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
H. C. MIGGINS • *ACTING CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: H.C. Miggins, Acting County Chair

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

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

DATE: July 23, 1993

SUBJECT: FY 1993-94 Revenue Contract from City of Portland: Sewer-on-Site Program and DSS Budget Modification # **DSS 2**

Retroactive Status: The revenue contract from the City of Portland is retroactive to July 1, 1993, to cover ongoing services. The contract was not received from the City for processing until July 13, 1993.

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

The Division also recommends approval of DSS Budget Modification # **DSS 2**, which is being processed simultaneously.

Analysis: The Housing and Community Services Division, Community Development Program has received a \$436,000 revenue contract from the City of Portland, for the Sewer-on-Site program in the Mid-County Sewer Project area. This program provides weatherization and sewer connection assistance for low income households residing in the Mid-County Sewer Project area. This assistance includes loans for sewer connections.

The Housing and Community Services Division operated the program on a demonstration basis in FY 1992-93. For FY 1993-94, the City issued a request for proposal; the Division was the successful applicant.

DSS Budget Modification # **DSS 2** adds \$280,040 to the Community Development Program pass through budget and \$1,960 to Indirect; the funds will pay for low income household loans. These amounts represent the difference between the \$436,000 allocated in the revenue contract and the \$154,000 already budgeted in the adopted County Budget.

Background: The Housing and Community Services Division, Community Development Program provides housing development and rehabilitation services to low income households in Mid-County, as part of its federal Community Development Block Grant program. This sewer project expands the program's housing related services while utilizing its expertise in marketing, eligibility determination, and loan processing.

sos94z

MEETING DATE: AUG 12 1993

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request for Approval of Notice of Intent - Facilitator for Public Safety Council/Public Safety Plan

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

REGULAR MEETING: Date Requested: August 12, 1993
Amount of Time Needed: 2 minutes

DEPARTMENT: Nondepartmental DIVISION: Commissioner Kelley

CONTACT Sharron Kelley TELEPHONE #: 248-5213
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Sharron Kelley

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Public Safety Council is a multi-agency advisory committee with 21 members, including 5 county elected officials and managers, and the mayors and police chiefs of each city in the county. It is seeking a \$20,000 technical assistance grant from the National Institute for Corrections. If the grant is obtained, funds would be processed through county bank accounts.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

1517L - 59

1993 AUG 12 11:18 AM
COUNTY CLERK
CLERK'S OFFICE

M E M O R A N D U M

TO: Board of County Commissioners
FROM: Commissioner Sharron Kelley
RE: Notice of Intent to Apply for \$20,000 Grant from the National
Institute of Corrections
DATE: August 5, 1993

This memo is submitted for compliance with the Notice of Intent procedures established by the Chair on October 19, 1992.

Grant Requirements and Goals

National Institute of Corrections Technical Assistance Grants are awarded to criminal justice agencies to develop or improve systems and operations using experienced consultants or agency staff. Each agency member of the Public Safety Council is assigning staff to assist in the development of the plan. The grant would fund an outside facilitator to work with the agencies, keep the process moving, and assist in reaching consensus and drafting the plan.

Granting Agency

National Institute of Corrections.

Grant Funding

One time only (\$20,000) to be used over a three to twelve month period.

Filing Timelines

Grant application will be submitted on August 12, 1993. Decision on grant applications are made within 90 days.

MEETING DATE: AUG 12 1993

AGENDA NO.: R-5

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - SOCIAL SECURITY ADMINISTRATION: SSI OUTREACH

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: AUGUST 12, 1993

Amount of Time Needed: 10 to 15 minutes

DEPARTMENT: HEALTH DIVISION: PRIMARY CARE

CONTACT: JAN WALLINDER AND KATHLEEN FULLER-POE TELEPHONE #: 248-3674
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: JAN WALLINDER AND KATHLEEN FULLER-POE

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Health Department is requesting approval to respond to a Request for Applications entitled "Supplemental Security Income (SSI) Program for the Aged, Blind, and Disabled Outreach Demonstration Program", issued by the Social Security Administration, Department of Health and Human Services.

This project would build on the experience of the Health Department contract with the Northwest Regional Primary Care Association to implement the "Community and Migrant Health Center Linkage Worker SSI Outreach Project" which ends October 31, 1993.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Adgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1993 AUG -3 11:06
DEPARTMENT OF HEALTH & HUMAN SERVICES
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676 TDD (503) 248-3816

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

MEMORANDUM

TO: Hank Miggins, Acting Chair
Board of County Commissioners

FROM: Jan Wallinder

THROUGH: Bill *W* Odegaard

SUBJECT: Notice of Intent to Apply to a Request for
Applications from the Social Security
Administration: SSI Outreach Demonstration
Projects

DATE: July 30, 1993

Cultural Diversity Is Our Strength

Multnomah County Health Department is requesting approval to respond to a Request for Applications entitled "Supplemental Security Income (SSI) Program for the Aged, Blind, and Disabled Outreach Demonstration Program", issued by the Social Security Administration, Department of Health and Human Services.

Description of Grant Requirements and Proposed Project

The Social Security Administration is seeking applications in one of six programmatic priorities to increase outreach efforts to individuals who are potentially eligible for the SSI program. Outreach is defined as identifying potentially eligible individuals, helping them understand the benefits of SSI, and assisting in the application process, including completing application forms and obtaining needed medical evidence.

This project would build upon the experience of the Health Department contract with the Northwest Regional Primary Care Association to implement the "Community and Migrant Health Center Linkage Worker SSI Outreach Project" which ends October 31, 1993. The new project would improve our ability to screen for potential applicants, expand the number of SSI linkage workers to assist clients in the SSI application process, continue training with health providers to identify potentially disabled children and adults and provide appropriate medical documentation to support eligibility.

Funding Agency; Amount Requested; Timelines

The request for applications has been issued by the Social Security Administration, Department of Health and Human Services. Applications must be submitted by August 23, 1993. Applicants may request funding for up to 36 months. The Health Department anticipates requesting \$150,000 per year, for three years, for a total request of \$450,000. There is a 5% match requirement of cash or in-kind contribution, which we will identify from our current budget. The anticipated award date is November 1, 1993.

MEETING DATE: AUG 12 1993

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Intergovernmental Agreement with City of Fairview

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes or less

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk/Bloom

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of intergovernmental agreement allowing Multnomah County to be reimbursed by the City of Fairview for providing the services of a Nuisance Enforcement Officer.

*8/13/93 originals to City of Fairview
via PETE DeCHANT*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Billi Adigard

CLERK OF
COUNTY COMMISSIONERS
1993 AUG - 3 AM 9:54
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

TO: H.C. Miggins
Acting County Chair

VIA: Bill *Belle* Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: August 2, 1993

SUBJECT: Intergovernmental Agreements with the cities of Troutdale
and Fairview for Nuisance Control

Retroactive: We are currently at the peak of the nuisance control seasons, and this makes it necessary to begin providing services as soon as possible. Late last week the cities of Troutdale and Fairview finalized the amounts of compensation they are willing to pay Multnomah County for nuisance control services. The services should begin August 1, 1993.

Recommendation: The Health Department recommends County Chair approval and Board ratification of intergovernmental agreements with the cities of Troutdale and Fairview for the period August 1, 1993 to and including June 30, 1994.

Analysis: Multnomah County currently has in place a fully functional nuisance control program and fully trained Nuisance Enforcement Officer. The cities of Troutdale and Fairview have similar nuisance control needs, and lack the resources to fully fund a program of their own. As a result the citizens of Troutdale, Fairview and unincorporated Multnomah County may be left without credible code enforcement. This intergovernmental will allow Multnomah County to administer its nuisance program and provide these services to the cities of Troutdale and Fairview in return for these cities sharing in the cost of funding the Nuisance Enforcement Officer position for Multnomah County. The city of Fairview will pay \$4,038 and the city of Troutdale will pay \$14,359.

Background: This is the first contract with either city for the services.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200664

Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>8/12/93</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p> <p>REVENUE</p>
---	---	--

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact k. Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Payment to county for services of a Nuisance Enforcement Officer.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Fairview

Mailing Address 300 Harrison Street
Fairview, Oregon 97024

Phone _____

Employer ID# or SS# _____

Effective Date August 1, 1993

Termination Date June 30, 1994

Original Contract Amount \$ 4,038

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date 8/2/93

Date _____

Date 8-3-93

Date August 12, 1993

Date _____

REQUIRED SIGNATURES:

Department Manager Billi Odgaard

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair / Sheriff _____

Contract Administration Gary Hansen
(Class I, Class II Contracts Only)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>156</u>	<u>015</u>	<u>0233</u>			<u>2775</u>				<u>\$4,038</u>	
02.	<u>100</u>					<u>2788</u>					
03.											

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

MULTNOMAH COUNTY
AND
CITY OF FAIRVIEW, OREGON

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of August, 1993, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the CITY OF FAIRVIEW, OREGON, (hereinafter referred to as "CITY"),

WITNESSETH:

WHEREAS, COUNTY's Health Department has developed a program for the control of nuisance violations and illegal dumping, and

WHEREAS, CITY requires nuisance violation and illegal dumping enforcement set forth hereafter, the parties agree as follows:

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from August 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

A. COUNTY

1. Provide Nuisance Enforcement Officer to enforce regulations regarding nuisance violations and illegal dumping.

2. Nuisance Enforcement Officer will remain an employee of the COUNTY and continue to work for the COUNTY in nuisance violation and illegal dumping enforcement.

B. CITY

1. Payment of a share of the Nuisance Enforcement Officer's salary and other direct costs such as vehicle expenses and printing.

3. Compensation

A. CITY agrees to pay COUNTY \$4,038 based on the following terms:

1) Payment to be \$1,009.50 per quarter upon submission of invoice by the COUNTY.

B. CITY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to CITY in the amounts anticipated, CITY may terminate or reduce Agreement funding accordingly. CITY will notify COUNTY as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of COUNTY.

4. Contractor is Independent Contractor

A. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. COUNTY, its employees and agents shall not be deemed employees or agents of CITY.

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

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

5. Workers Compensation

A. COUNTY shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

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

7. Access to Records

A. COUNTY agrees to permit authorized representatives of CITY, and/or the applicable Federal or State government audit agency to make such review of the records of the COUNTY as CITY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. COUNTY shall permit authorized representatives of CITY to site visit all programs covered by this Agreement.

8. Waiver of Default.

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

9. Adherence to Law

A. COUNTY shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. COUNTY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CITY must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CITY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

10. Modifications

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

11. Integration

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

12. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by CITY and services by COUNTY, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by CITY may occur under any of the following conditions:

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

2) Upon notice if COUNTY fails to start-up services on the date specified in this Agreement, or if COUNTY fails to continue to provide service for the entire Agreement period.

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

4) Upon evidence of COUNTY'S financial instability which CITY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to COUNTY will include all services provided through the day of termination and shall be in full satisfaction of all claims by CITY against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of CITY or COUNTY which accrued prior to such termination.

13. Litigation.

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

14. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

15. Certification Regarding Lobbying.

A. No federal appropriated funds can be or will be paid, by or on behalf of the COUNTY or CITY, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, the COUNTY or CITY shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

CITY OF FAIRVIEW, OREGON

MULTNOMAH COUNTY, OREGON

By _____

By 
~~xxxxx~~ Gary Hansen
~~Acting County Chair~~ Vice-Chair

Date _____

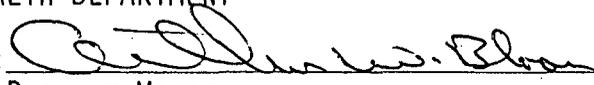
Date August 12, 1993

HEALTH DEPARTMENT

By: 
Billi Odegaard, Director

Date: 8/2/93

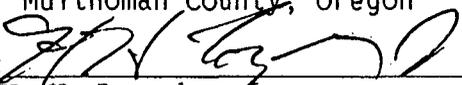
HEALTH DEPARTMENT

By: 
Program Manager

Date: 8/2/93

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: 
H. H. Lazenby, Jr.

Date: 8-3-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 8/12/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 12 1993

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Intergovernmental Agreement with City of Troutdale

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes or less

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk/Bloom

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of intergovernmental agreement allowing Multnomah County to be reimbursed by the City of Troutdale for providing the services of a Nuisance Enforcement Officer.

8/12/93 originals to Herman Brame

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Billi Adgaard

1993 AUG - 3 11 54
COUNTY CLERK
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

TO: H.C. Miggins
Acting County Chair

VIA: Bill Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: August 2, 1993

SUBJECT: Intergovernmental Agreements with the cities of Troutdale
and Fairview for Nuisance Control

Retroactive: We are currently at the peak of the nuisance control seasons, and this makes it necessary to begin providing services as soon as possible. Late last week the cities of Troutdale and Fairview finalized the amounts of compensation they are willing to pay Multnomah County for nuisance control services. The services should begin August 1, 1993.

Recommendation: The Health Department recommends County Chair approval and Board ratification of intergovernmental agreements with the cities of Troutdale and Fairview for the period August 1, 1993 to and including June 30, 1994.

Analysis: Multnomah County currently has in place a fully functional nuisance control program and fully trained Nuisance Enforcement Officer. The cities of Troutdale and Fairview have similar nuisance control needs, and lack the resources to fully fund a program of their own. As a result the citizens of Troutdale, Fairview and unincorporated Multnomah County may be left without credible code enforcement. This intergovernmental will allow Multnomah County to administer its nuisance program and provide these services to the cities of Troutdale and Fairview in return for these cities sharing in the cost of funding the Nuisance Enforcement Officer position for Multnomah County. The city of Fairview will pay \$4,038 and the city of Troutdale will pay \$14,359.

Background: This is the first contract with either city for the services.
AN EQUAL OPPORTUNITY EMPLOYER



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 200674
Amendment # _____

MULTNOMAH COUNTY OREGON

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-7</u> DATE <u>8/12/93</u> <u>DEB BOGSTAD</u> BOARD CLERK REVENUE
---	---	--

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Payment to county for services of a Nuisance Enforcement Officer.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Troutdale
 Mailing Address 104 S.E. Hibling
Troutdale, Oregon 97060
 Phone _____
 Employer ID# or SS# _____
 Effective Date August 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ 14,359
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

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

Encumber: Yes No
 Date 8/12/93
 Date _____
 Date 8-3-93
 Date August 12, 1993
 Date _____

VENDOR CODE		VENDOR NAME						TOTAL AMOUNT \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>156</u>	<u>015</u>	<u>0233</u>			<u>2775</u>				<u>\$14,359</u>	
02.	<u>100</u>										
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

MULTNOMAH COUNTY
AND
CITY OF TROUTDALE, OREGON

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of August, 1993, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the CITY OF TROUTDALE, OREGON, (hereinafter referred to as "CITY"),

WITNESSETH:

WHEREAS, COUNTY's Health Department has developed a program for the control of nuisance violations and illegal dumping, and

WHEREAS, CITY requires nuisance violation and illegal dumping enforcement set forth hereafter, the parties agree as follows:

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from August 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

A. COUNTY

1. Provide Nuisance Enforcement Officer to enforce regulations regarding nuisance violations and illegal dumping.

2. Nuisance Enforcement Officer will remain an employee of the COUNTY and continue to work for the COUNTY in nuisance violation and illegal dumping enforcement.

B. CITY

1. Payment of a share of the Nuisance Enforcement Officer's salary and other direct costs such as vehicle expenses and printing.

3. Compensation

A. CITY agrees to pay COUNTY \$14,359 based on the following terms:

1) Payment to be \$3,589.75 per quarter upon submission of invoice by the COUNTY.

B. CITY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to CITY in the amounts anticipated, CITY may terminate or reduce Agreement funding accordingly. CITY will notify COUNTY as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of COUNTY.

4. Contractor is Independent Contractor

A. COUNTY is an independent contractor and is solely responsible for the conduct of its programs. COUNTY, its employees and agents shall not be deemed employees or agents of CITY.

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

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

5. Workers Compensation

A. COUNTY shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

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

7. Access to Records

A. COUNTY agrees to permit authorized representatives of CITY, and/or the applicable Federal or State government audit agency to make such review of the records of the COUNTY as CITY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. COUNTY shall permit authorized representatives of CITY to site visit all programs covered by this Agreement.

8. Waiver of Default.

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

9. Adherence to Law

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B. COUNTY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CITY must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CITY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

10. Modifications

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

11. Integration

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

12. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by CITY and services by COUNTY, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by CITY may occur under any of the following conditions:

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

2) Upon notice if COUNTY fails to start-up services on the date specified in this Agreement, or if COUNTY fails to continue to provide service for the entire Agreement period.

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

4) Upon evidence of COUNTY'S financial instability which CITY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to COUNTY will include all services provided through the day of termination and shall be in full satisfaction of all claims by CITY against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of CITY or COUNTY which accrued prior to such termination.

13. Litigation.

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

14. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

15. Certification Regarding Lobbying.

A. No federal appropriated funds can be or will be paid, by or on behalf of the COUNTY or CITY, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, the COUNTY or CITY shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

CITY OF TROUTDALE, OREGON

MULTNOMAH COUNTY, OREGON

By Paul Thalhofer
Paul Thalhofer

By Gary Hansen
~~xxxxx Miggins~~ Gary Hansen
~~Acting County Chair~~ Vice-Chair

Date 8-11-93

Date August 12, 1993

HEALTH DEPARTMENT

By: Billi Odegaard
Billi Odegaard, Director

Date: 8/2/93

HEALTH DEPARTMENT

By: [Signature]
Program Manager

Date: 8/2/93

REVIEWED:

LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: [Signature]
H. H. Lazenby, Jr.

Date: 8-3-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 8/12/93
DEB BOGSTAD
BOARD CLERK

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 8-12-93

NAME Brenda Collins

ADDRESS 2088 SE Kane Ave
STREET
Gresham 97080
CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-8

SUPPORT X **OPPOSE** _____
SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 8-12-93

NAME Jim Garrett

ADDRESS 12733 SE Mill Ct

STREET
Portland OR

CITY

97233
ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-8

SUPPORT X **OPPOSE** _____

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 8-12-93

NAME Ramona Cret

ADDRESS 1227 S'E 76 st.

STREET
Portland, Or. 97215

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R8

SUPPORT X **OPPOSE** _____
SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE 8-12-1993

NAME Patricia Pierce

ADDRESS 2736 N.E. 54

STREET
Portland 97213
CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R 8

SUPPORT _____ **OPPOSE** X
SUBMIT TO BOARD CLERK

#5

PLEASE PRINT LEGIBLY!

MEETING DATE 08-12-93

NAME Annie Lupe

ADDRESS 4507 SE Ramona

STREET

Portland, OR. 97206

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R 8

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#7
PLEASE PRINT LEGIBLY!

MEETING DATE

8/12/93

NAME

Joan Sallegly

ADDRESS

15015 NE Glisan

STREET

CITY

Portland, Oh. 97230

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-20

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

✓

Meeting Date: AUG 12 1993

Agenda No: R-8

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

AGENDA PLACEMENT FORM

Subject: Ordinance amending Mult. County Code 8.90 (Licensing of Adult Care Homes)

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: August 12, 1993
Amount of time: 30 Minutes

DEPARTMENT: Social Services

DIVISION: Aging Services

CONTACT: Steve Balog/Julie Bergstrom

TELEPHONE: 248-3620

BLDG/RM#: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Gary Nakao/Jim McConnell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Aging Services Division requests approval of the attached Ordinance amending Multnomah County Code 8.90 pertaining to the licensing of Adult Care Homes, and declaring an emergency.

This ordinance increases fees for the licensing of Adult Care Homes. In addition, there are minor changes to update the Ordinance to comply with State Statutes and "housekeeping" changes in language.

The changes in fees are necessary to help meet the increasing costs of completing annual licensing procedures for Adult Care Homes. There has been an increase of over 100% in the number of Adult Care Homes being licensed since 1986, with no increase in fees.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 AUG - 3 11:00
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: H.C. Miggins, Acting Chair
Multnomah County Board of County Commissioners

VIA: Gary Nakao, Director *SN*
Department of Social Services

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

DATE: July 7, 1993

SUBJECT: Ordinance to amend Multnomah County Code 8.90 pertaining to
licensing of Adult Care Homes

Recommendation: The Aging Services Division requests approval of the attached ordinance amending Multnomah County Code 8.90 pertaining to the licensing of Adult Care Homes.

Analysis: This ordinance increases fees for the licensing of Adult Care Homes:

- 1) Annual per bed fee increased from \$20 to \$40, maximum per home from \$100 to \$200
- 2) From \$10 for each change of resident manager to \$25 per year for annual approval of each resident manager and \$10 fee for approval of each substitute caregiver

In addition, the time allowed to request a hearing is increased from 10 to 20 days to conform to State statutes and the department name is changed from Human Services to Social Services.

Background: The increases in fees are necessary to help meet the costs of completing annual licensing procedures for an increasing number of Adult Care Homes. There has been an increase of over 100% in the number of Adult Care homes being licensed since 1986, with no increase in fees.

bccach

ORDINANCE FACT SHEET

Ordinance Title: CHAPTER 8.90--Adult Care Homes

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternative explored):

This is a revision to the Ordinance dealing with the licensing of Adult Care Homes as described in "Findings".

What other local jurisdiction in the metropolitan area have enacted similar legislation ?

NONE

What has been the experience in other areas with this type of legislation ?

N/A

What is the fiscal impact, if any ?

This would increase licensing fees. Would have no requirements for additional County General revenue Funds.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Stephen P. Balog

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected official: [Signature]

1 SECTION III AMENDMENT

2 8.90.015, (F) is amended as are similar references as follows:

3 (F) "Director" means the Director of the Department of
4 [Human] Social Services of Multnomah County, Oregon, or
5 his or her designee.

6 SECTION IV AMENDMENT

7 8.90.040, (A) is similarly amended:

8 (A) It is unlawful, and it shall constitute an offense in
9 violation of this chapter, for any person to establish,
10 maintain or conduct in Multnomah county any adult care
11 home without first having been licensed by the Director
12 of the Department of [Human] Social Services.

13 SECTION V AMENDMENT

14 8.90.080, (C) is similarly amended:

15 (C) ... The owner or operator shall cooperate with the
16 Department of [Human] Social Services, which shall assist
17 the residents and operator in effecting such placement.

18 SECTION VI AMENDMENT

19 8.90.120, (B), (16) is similarly amended:

20 (16) If care is to be provided, not to be involuntarily
21 evicted, transferred or discharged without opportunity
22 for a hearing, by filing a request with the Department of
23 [Human] Social Services...

24 SECTION VII AMENDMENT

25 Multnomah County Code 8.90.090, (A) is amended to read as
26 follows:

1 (A) ...The request for a hearing shall be filed within [ten]
2 twenty days of receipt of written notice of the Director's action
3 and shall set forth reasons for the hearing and issues to be heard.

4 SECTION VIII ADOPTION

5 This ordinance, being necessary for the health, safety, and
6 general welfare of the people of Multnomah County, an emergency is
7 declared and the Ordinance shall take effect upon its execution by
8 the County Chair, pursuant to Section 5.50 of the Charter of
9 Multnomah County.

10 ADOPTED this _____ day of _____, 1993, being the date of
11 its first reading before the Board of County Commissioners of
12 Multnomah County, Oregon.

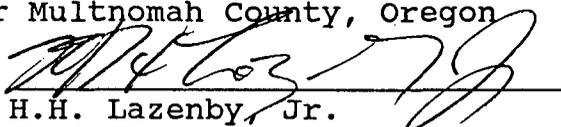
13 (SEAL)

14 BOARD OF COUNTY COMMISSIONERS
15 FOR MULTNOMAH COUNTY, OREGON

16 BY _____
17 H. C. Miggins, Acting Chair
18 Board of County Commissssioners

19 REVIEWED:

20 LAURENCE KRESSEL, County Counsel
21 for Multnomah County, Oregon

22 By 
23 H.H. Lazenby, Jr.
24 Assistant County Counsel

25 79932

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. _____

4 An Ordinance amending Multnomah County Code 8.90 pertaining to the
5 licensing of Adult Care Homes, and declaring an emergency.

6 Multnomah County ordains as follows:

7 SECTION I FINDINGS

8 There has been no increase in licensing fees since the
9 beginning of the licensing program and the original Ordinance in
10 1986. Since that time there has been an increase of over 100% in
11 the number of Adult Care Homes being licensed. An increase in fees
12 is necessary to carry out the intent of the Ordinance; namely to
13 license these homes in the interest of "public health, safety and
14 welfare".

15 In addition, minor changes must be made to update the
16 Ordinance to comply with State Statutes. Other amendments are made
17 as further "housekeeping" changes.

18 SECTION II AMENDMENT

19 Multnomah County Code 8.90.060 is amended to read as follows:

20 8.90.060 Licensure fee. There shall be a licensure fee of
21 [~~\$20.00~~] \$40.00 per bed per annum up to a maximum of [~~\$100.00~~]
22 \$200.00 per annum payable to the Department of [Human] Social
23 Services. There shall be a fee of [~~\$10.00~~ for each change of
24 resident manager.] \$25.00 per annum for annual approval of each
25 resident manager and \$10.00 fee for approval of each substitute
26 caregiver.

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6 general welfare of the people of Multnomah County, an emergency is
7 declared and the Ordinance shall take effect upon its execution by
8 the County Chair, pursuant to Section 5.50 of the Charter of
9 Multnomah County.

10 ADOPTED this _____ day of _____, 1993, being the date of
11 its _____ reading before the Board of County Commissioners of
12 Multnomah County, Oregon.

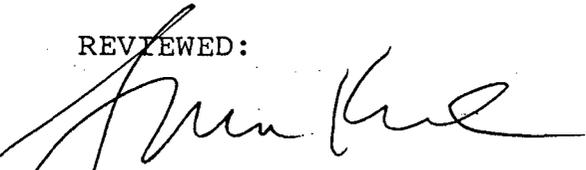
13 (SEAL)

14 BOARD OF COUNTY COMMISSIONERS

15 FOR MULTNOMAH COUNTY, OREGON

16 BY _____
17 H. C. Miggins, Acting Chair
18 Board of County Commissioners

19 REVIEWED:

20 
21 _____
22 LAURENCE KRESSEL, County Counsel
of Multnomah County, Oregon

23 081393f

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