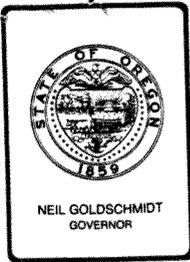


"HAP Wx"
\$ 333,250
Exxon



Department of Human Resources

OFFICE OF THE DIRECTOR

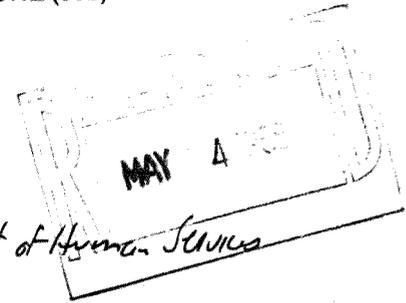
State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

May 2, 1988

Michael Jane, Director
Community Action Agency
of Portland
812 SW Washington, #300
Portland, OR 97205

Mult Co. Department of Human Services



Dear Michael:

Attached is the contract for the Oregon Department of Energy Low Income Weatherization Special Projects.

The contract totals \$333,250 for the completion of the attached projects in your service area.

The Portland Housing Authority should be contacted by your staff about the administrative funds to complete the projects. The agreed amount should be 5 percent of the contracted amount.

If you have any questions, please feel free to contact me.

Sincerely,

Ernie Oakes
Energy Programs Manager

Enclosures

wx8mb001.1tr

AN EQUAL OPPORTUNITY EMPLOYER

SCS CODE _____	ODOE SPECIAL PROJECT	Amount \$333,250
SCS CODE _____	STRIPPER WELL	Amount \$ 0
SCS CODE _____		Amount \$333,250

PROJECT TITLE: ODOE/STRIPPER WELL SPECIAL PROJECT Low Income
Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
 (hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
ODOE SPECIAL PROJECT:	333,250	May 1, 1988	March 31, 1989
STRIPPER WELL	0	May 1, 1988	March 31, 1989

1. Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1989 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 89 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security

Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/EXXON/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/EXXON/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/EXXON/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/EXXON/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Single Audit Act of 1984, the office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter. If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/EXXON/LIEAP Weatherization payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;

- e. Certification of a Community Action Agency (CAP) in your area;
- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. \ Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/EXXON /LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DOE/EXXON/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay total grant amount upon signing of this agreement.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employees under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the grantee that sufficient funds are available to finance this agreement as indicated.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

(hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Multnomah County, Oregon:

By _____
Community Services Program Date

By _____
Department of Human Services Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

LAWRENCE KROSSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

[MW-4992A-p]

Yellow belongs to Mult. Co.

Special Exxon Low Income Weatherization Project

Proposal Status Summary

Proposal # 35

Agency/Individual Requesting: Housing Authority of Portland

Contact Person: Dick Jones Phone: 283-4602

Address: Housing Authority of Portland

8910 N. Woolsey Avenue

Portland, OR 97203

Date of ODOE contact: 5/12/87 5/14/87 and after; still being negotiated

Project: 18 Housing Authority owned low income ^{properties} ^ in Portland and Gresham area.

list of properties in proposal (HUD rent subsidized)

Weatherization Work:

<u>Property</u>	<u>Measure</u>	<u>Recommended by ODOE?/Reason</u>	<u>Estimated Cost</u>
<u>Various</u>	<u>Weatherization</u>	<u>Being negotiated</u>	<u>\$ 450,575</u>
<u>(See proposal for detailed list of measures)</u>			

Total Amount of Exxon Funds Requested: \$ 450,575

Total Amount of Exxon Funds Tentatively Allocated by ODOE for CAP completion of the above Recommended Measures: \$ 428,046 ?*

*Amount to be allocated not yet determined. Assumes 5% match for CAP admin.

DRB:drb
1736S
6/4/87

REQUEST FOR EXXON FUNDS

- I. Activity: See attached justification for funds.
- II. Time Frame: Based on approval of this application, HAP proposes to expend all funds within twelve months from date of fund allocation.
- III. Cost: \$450,575
- IV. Alternatives:
- A. With the present moratorium on Comprehensive Improvement Assistance Program funds, no monies will be available to complete this program.
 - B. If total funds were not approved, HAP would select the most cost effective work items for completion until the budget is exhausted and the balance of the work items would not be completed.
- V. Goals and Objectives:
- A. GOAL: Reduce energy cost for low income families and the elderly.
 - B. OBJECTIVE: The Housing Authority of Portland will perform weatherization measures to reduce air infiltration and heat loss on eighteen properties to be completed within twelve months of receipt of funds.
- VI. Justification:
- Energy audits have been conducted for all eighteen Projects in this application. All work items have been established by using procedures described in an "Energy Conservation for Housing - A Handbook" published by the Department of Housing and Urban Development (HUD) and The Code of Federal Regulations (CFR) Title 24 Subpart C "Energy Audits and Energy Conservation Measures." Performing all work as required by the above references will meet or exceed all State of Oregon policies and assist HAP in reducing energy cost for low income families and the elderly.

4/28/86

JUSTIFICATION FOR FUNDS

Listed below are the names of properties owned by HAP in addition to a brief description of work items and dollar amounts needed to complete weatherization needs.

<u>PROJECT:</u>	<u>WORK ITEM:</u>	<u>AMOUNT:</u>	<u>TOTAL:</u>
Iris Court 54 Living Units	1. Install time clocks on circ pumps. 5 @ 175.00	875.00	
	2. Install metal clad insulated doors:	<u>32,400.00</u>	
		33,275.00	33,275.00
Maple Mallory 48 Living Units	1. Install time clock on circ. pumps. 2 @ 175.00	350.00	
	2. Insulate H/W pipes 66' @ 3.75	<u>250.00</u>	
		600.00	600.00
Dahlke Manor 115 Living Units	1. Install storm windows 260 @ 175.00	45,500.00	
	2. Increase domestic H.W tank insulation	500.00	
	3. Install time clock on circ. pump. 1 @ 250.00	250.00	
	4. Caulk windows maint. shop south corridors.	175.00	
	5. Caulk Comm. Rm and first floor windows.	100.00	
	6. Weatherstrip, caulk and install door bottom sweeps on Maint., vestibule and stair well doors.	<u>750.00</u>	
		47,275.00	47,275.00
Schrunk Riverview Tower: 118 Living Units	1. Insulate domestic H/W tank.	500.00	
	2. Install time clock on circ. pumps 1 @ 250	250.00	
	3. Weatherstrip and install door bottom sweeps on exit and fire tower doors.	750.00	
	4. Install storm windows - 404 @ 175.00	<u>70,700.00</u>	
		72,200.00	72,200.00
Holgate House 80 Living Units 4601 SE 39th	1. Insulate domestic H/W tank.	500.00	
	2. Weatherstrip casement windows	1,500.00	
	3. Install time clock on circ. pump. 1 @ 250.00	250.00	
	4. Weatherstrip and install door sweeps on building exit doors	525.00	
	5. Install storm windows 200 @ 175.00	<u>35,000.00</u>	
		37,775.00	37,775.00

4/28/86

Justification for Funds

Page 2---

<u>PROJECT:</u>	<u>WORK ITEM</u>	<u>AMOUNT:</u>	<u>TOTAL:</u>
26 Single Family Living Units OR 2-36:	1. Install insulation On ducting 6 Units @ 500.00	3,000.00	
	2. Insulate water heater 17 @ 100.00	1,700.00	
	3. Wrap H/W pipes 26 Units @ 200.00	5,200.00	
	4. Caulk and weatherstrip windows 4 units @ 200.00	800.00	
	5. Install R-19 floor insulation and wrap water pipes - 21 Units @ 400	8,400.00	
	6. Increase ceiling insulation to R-38 2 Units @ 500.00	1,000.00	
	7. Retrofit wall insulation 15 units @ 800.00	12,000.00	
	8. Install metal clad insulated doors. 7 Units @ 200.00	1,400.00	
	9. Install electric switch/recep. gaskets. 21 Units @ 50.00	1,050.00	
	10. Replace patio door with wall and insulated door. 20 Units @ 800	16,000.00	
	<u>16,000.00</u>		
	\$50,550.00		\$50,550.00
35 Single Family Living Units OR 2-32:	1. Install insulating on ducting 2 Units @ 500.00	1,000.00	
	2. Install insulation on H/W heater - 26 @ 100.00	2,600.00	
	3. Wrap insulation on water pipes 34 Units @ 200.00	6,800.00	
	4. Caulk and weatherstrip windows 10 Units @ 200.00	2,000.00	
	5. Install R-19 floor insulation and wrap. 33 Units @ 500.00	16,500.00	
	6. Increase ceiling insulation 5 units @ 500.00	2,500.00	
	7. Retrofit wall insulation 3 Units @ 500.00	1,500.00	
	8. Install metal clad insulated doors 17 Units X 2 @ 200.00	6,800.00	
	9. Install switch/outlet gaskets 36 Units @ 50.00	1,800.00	
	10. Replace patio door with wall and metal clad insulated door. 29 Units @ 800.00	23,200.00	
	<u>23,200.00</u>		
	\$64,700.00		\$64,700.00

4/28/86

Justification for Funds

Page 3---

<u>PROJECT:</u>	<u>WORK ITEMS:</u>	<u>AMOUNT:</u>	<u>TOTAL:</u>
De Mar Downs 18 Living Units 2700 SE 148 TH	1. Insulate hot water pipes 18 Units @ 100.00	1,800.00	
	2. Caulk and weatherstrip windows 18 Units @ 75.00	1,350.00	
	3. Install R-19 floor insulation and wrap cold water pipes 18 Units @ 400.00	7,200.00	
	4. Install metal clad insulated doors 18 Units @ 200.00	3,600.00	
	5. Install switch/outlet gasket 18 Units @ 50.00	900.00	
	6. Replace patio door with wall and metal clad insulated door. 18 Units @ 200.00	3,600.00	
		<u>3,600.00</u>	
		\$18,450.00	\$18,450.00
Powellhurst Woods and Alderwood 54 Living Units 11200 SE Hoback Alderwood 17225 SE Alder	1. Insulate hot water pipes 54 Units @ 100.00	5,400.00	
	2. Install insulation on H/W pipes 54 Units @ 100.00	5,400.00	
	3. Install R-19 floor insulation and wrap cold water pipes. 54 Units @ 500.00	27,000.00	
	4. Install elec. switch/outlet gaskets 54 Units @ 50.00	2,700.00	
		<u>2,700.00</u>	
		\$40,500.00	\$40,500.00
Williams Plaza 101 Living Units	1. Install time clock on circ. pump. 1 @ 250.00	250.00	
	2. Weatherstrip and install door sweeps on fire tower, North entrance and vestibule doors. 1 @ 500.00	500.00	
	3. Insulate domestic H/W tank 1 @ 500	500.00	
	4. Weatherstrip building windows	5,000.00	
	5. Insulate roof	3,000.00	
	6. Install storm windows 244 @ 175.00	42,700.00	
		<u>42,700.00</u>	
		\$51,950.00	\$51,950.00
Camelia Court 14 Living Units	1. Install storm windows 70 @ 100.00	7,000.00	
	2. Retrofit wall insulation	5,000.00	
	3. Insulate H/W tanks 2 @ 100.00	200.00	
	4. Insulate furnace ducts	2,200.00	
	5. Install R-19 floor insulation	5,600.00	
		<u>5,600.00</u>	
		\$20,000.00	\$20,000.00

<u>PROJECT:</u>	<u>WORK ITEM:</u>	<u>AMOUNT:</u>	<u>TOTAL:</u>
Bel Park 10 Living Units	1. Insulate portions of hydronic piping system	200.00	
	2. Retrofit R-11 wall insulation	3,500.00	
	3. Install R-19 floor insulation	5,000.00	
	4. Insulate H/W tank	300.00	
		<u>\$9,000.00</u>	\$9,000.00
Slavin Court 24 Living Units	1. Insulate H/W pipes	2,000.00	
		<u>\$2,000.00</u>	\$2,000.00
Chateau 10 Living Units <i>910 Stark</i>	1. Insulate laundry room water heater.	100.00	
	2. Weatherstrip doors. 10 Units @ 50.00	500.00	
		<u>\$600.00</u>	\$600.00
Winchell Court 10 Living Units	1. Insulate H.W heater in laundry room	100.00	
	2. Install R-19 floor insulation under laundry room	500.00	
		<u>\$600.00</u>	\$600.00
Cora Park 10 Living Units	1. Insulate H.W. heater in laundry room	100.00	
		<u>\$100.00</u>	\$100.00
Ruth Haefner 73 Living Units	1. Install time clock on circ. pumps 1 @ 250.00	250.00	
	2. Install bottom door sweeps and weatherstrip entrance and fire doors	500.00	
		<u>\$700.00</u>	\$750.00
Gallagher Plaza 85 Living Units	1. Install time clock on circ. pump 1 @ 250.00	250.00	
		<u>\$250.00</u>	\$250.00
TOTAL:			<u>\$450,575.00</u>



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

<p>TYPE I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p> <p><input checked="" type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Grant Funding</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p>	<p>TYPE II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p>
Amendment # _____ to Contract # _____ (Original Contract Amount _____)	Amendment # _____ to Contract # _____ (Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Federal Community Services block grant funds for the former service area of MCCA. Responsibility for the management of these funds has been signed to the DHS Director's Office as a result of the MCCA spin off.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Dept. of Human Resources

Mailing Address 207 Public Service Bldg.
Salem OR 97310

Phone 378-4729

Employer ID# or SS# n/a

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 187,642.00

Payment Terms

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract-requisition required

Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
 (Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
			m m d d y y	m m y y	y y	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)					
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT	\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2071	\$ 187,642.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
Revenue
Grant Funding
Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement

Amendment # to Contract #
(Original Contract Amount)

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RFP/BID # Date of RFP/BID Date of Exemption

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name Dpt. of Human Resources
Mailing Address 207 Public Service Bldg.
Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a
Effective Date July 1, 1988
Termination Date June 30, 1989
Total Amount of Agreement \$ 532,000.00

Payment Terms
Lump Sum \$
Monthly \$
Other \$
Requirements contract-requisition required
Purchase Order No.

Required Signatures:

Department Head Date
Purchasing Director Date
County Counsel Date
Budget Office Date
County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION, VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND.



MULTNOMAH COUNTY OREGON

LIANT & BCC COPIES

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

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(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon Dept. of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date June 30, 1989
 Total Amount of Agreement \$ 187,642.00

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

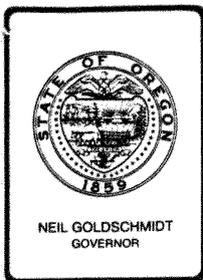
Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE	VENDOR NAME				TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2071	\$ 187,642.00	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 16, 1988

William Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear Mr. Thomas:

Enclosed are four copies of the Community Services Block Grant (CSBG) Contract.

Please sign and return all copies to this office as soon as possible.

If you have any questions, please call me at 378-4729.

Sincerely,

Kelly Sedore

Kelly Sedore
Financial Management Team

cc: Grant File

Enclosure

064

AGREEMENT FOR THE DELEGATION OF COMMUNITY SERVICES BLOCK
GRANT (CSBG) FUNDS

Between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
(hereinafter referred to as the Subgrantee)

By this agreement, the Grantee transfers \$187,642.00 to the Subgrantee for the period beginning July 1, 1988 and ending June 30, 1989 with the following conditions and requirements.

Work to be Performed

All work and activities, under this agreement, shall be performed in accordance with provisions of the Oregon Administrative Rules (OAR) 410-60-000 et seq., The Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35 as amended), the Approved Work Program, the approved Budget and the terms of this agreement. In addition, the Subgrantee and all the Subgrantee's contractors and subcontractors, shall comply with all applicable federal, state, county and local laws, ordinances and regulations in the performance of this contract.

Assurances

The Subgrantee assures that (a) no CSBG funds will be utilized for political activities, (b) no person shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or any activity funded, in whole or in part, by this contract and (c) no discrimination shall occur on the basis of age under the Age discrimination Act of 1975 (42 USC S 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC S 701 et seq.)

3. Fiscal and Program Management

The Subgrantee shall maintain financial and program records documenting all its expenditures with generally accepted accounting principles. The Grantee, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Subgrantee which are directly pertinent to this delegation of funds for the purpose of making audit, examination, excerpts, and transcripts.

Accurate and timely reports shall be filed in compliance with OAR 410-60-025.

4. Audits

All grant transactions must be audited annually by a qualified and independent auditor in compliance with the standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States. The agency auditor must state in the audit report that the audit meets the cited standards and include a management letter. The audit report shall be submitted to the Grantee no later than 180 days following the end of the Subgrantee's accounting year or termination of this agreement. The Subgrantee shall be responsible for the monitoring and audit requirements of its contractors and subcontractors.

5. Changes in Agreement and Termination

The Grantee or the Subgrantee may change this agreement, the approved work program and budget at any time as set out in OAR 410-60-025. All such changes mutually agreed upon shall be signed and attached to this contract as amendments.

Either party, upon 30 days written notice delivered by certified mail or in person, may terminate this agreement, in whole or in part, for cause which may include but not be limited to:

- (A) Failure to fulfill obligations under this agreement including compliance with OAR 410-60-015 et seq., the approved work program and the approved budget.
- (B) Submission of reports that are untimely, fraudulent, incorrect or incomplete.
- (C) Improper or illegal use of funds provided under this agreement and as set out in OAR 410-60-010 et seq.
- (D) Any authorization, license, approval or filing necessary to allow Subgrantee to carry out its obligations under this agreement fails to be issued or granted, or expires, lapses, is revoked, withdrawn or withheld.

(E) Subgrantee:

1. applies for or consents to the appointment of or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property;
2. admits in writing its inability, or is generally unable to pay its debts as they become due;
3. makes a general assignment for the benefit of its creditors;
4. is adjudicated a bankrupt or insolvent;
5. fails to controvert in a timely or appropriate manner or agrees in writing to, an involuntary petition for bankruptcy.

(F) If SCS funding from federal sources is not obtained and continued at a level sufficient to allow for funding of the indicated transfer, this agreement may be modified to accommodate a reduction in funds.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party which have already accrued prior to such termination. The rights or remedies of Grantee shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

In the event of termination, all property, documents, data, studies, etc., and unexpended funds relative to this agreement, shall be returned to the Grantee. Any additional expenditures of CSBG Funds must have the prior written approval of Grantee.

Hold Harmless Provisions

The Subgrantee agrees to indemnify, defend and hold harmless the State of Oregon and its officers, agents and employes from claims, lawsuits and judgments of whatever nature brought against those parties which arise from the activities of the Subgrantee, its contractors or subcontractors, from their performance of the provisions of this agreement. This indemnity provision shall not require the Subgrantee to defend or indemnify the State against any action based solely on the alleged negligence of the State.

Payments to Agencies with 6-Month Contracts

The grant application will include a schedule of payments to meet the cash needs of the subgrantee. The procedure for the disbursement of the payments by the Grantee will be as follows:

- a. Grantee shall pay an amount based on Subgrantee's grant application sufficient for 30 days' operation to Subgrantee upon the signing of this agreement.

- b. Grantee shall pay the next scheduled payment after the Subgrantee's "Request for CSBG Funds" form, attached as Exhibit A hereto, has been received and approved by the Grantee. Approval shall only be given if Subgrantee's cash level reaches 30 days cash requirements and all required CSBG Reports have been submitted to Grantee. Processing will normally take ten (10) working days.
- c. At the end of each quarter, the Subgrantee shall file a quarterly financial report pursuant to OAR 410-60-025(1)(c). Upon review of this quarterly financial report, Grantee may adjust the amount transferred to Subgrantee, within the limits of the total grant amount, upward or downward to reflect the actual expenditure of funds.

8. Withholding

Grantee shall withhold all payments due to Subgrantee from all contracts and agreements in effect between Grantee and Subgrantee if Subgrantee violates any provision of this agreement including, but not limited to:

- (a) if program, audit, or financial reports required by OAR 410-60-025 are delinquent;
- (b) if annual audits are not in compliance with federal standards.

9. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

10. Severability

If any provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. Assignment

Subgrantee shall not assign or transfer its interest in this agreement without the express written consent of the Grantee.

12. Waiver

The failure of the Grantee to enforce any provision of this agreement shall not constitute a waiver by the Grantee of that or any other provision.

13. Attorney Fees

The prevailing party in any lawsuit under this agreement, shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

14. Merger.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date _____

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date _____

By _____
Gladys McCoy, Chair Date _____
Multnomah County Board of Commissioners

Delegate Code: 9995
State I.D. #: _____

Federal I.D. #: _____

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date _____

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-85, and A-102, as they related to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employes of state and local governments.
6. It will establish safeguards to prohibit employes from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial condition for the receipt of any Federal financial assistance for construction or acquisition purpose for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

<p>TYPE I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p> <p><input checked="" type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Grant Funding</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p>	<p>TYPE II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p>
Amendment # _____ to Contract # _____ (Original Contract Amount _____)	Amendment # _____ to Contract # _____ (Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of the State Homeless Assistance Program Funds formerly contracted to the Community Action Agency of Portland. Responsibility for the management of these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

State of Oregon

Contractor Name Dpt. of Human Resources

Mailing Address 207 Public Service Bldg.

Salem OR 97310

Phone 378-4729

Employer ID# or SS# n/a

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 532,000.00

Payment Terms

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract-requisition required

Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT	\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2394	\$ 532,000.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

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<p>TYPE I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p> <p><input checked="" type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Grant Funding</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p>	<p>TYPE II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p>
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Department Human Services Division Administration Bldg/Room 160/7

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State of Oregon

Contractor Name Dpt. of Human Resources

Mailing Address 207 Public Service Bldg.
Salem OR 97310

Phone 378-4729

Employer ID# or SS# n/a

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 532,000.00

Payment Terms

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract-requisition required

Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	PO	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
						\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2394	\$ 532,000.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCR Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

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State of Oregon
Contractor Name Dpt. of Human Resources
Mailing Address 207 Public Service Bldg.
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Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2394	\$ 532,000.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

<p>TYPE I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p> <p><input checked="" type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Grant Funding</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p>	<p>TYPE II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p>
Amendment # _____ to Contract # _____ (Original Contract Amount _____)	Amendment # _____ to Contract # _____ (Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of the State Homeless Assistance Program Funds formerly contracted to the Community Action Agency of Portland. Responsibility for the management of these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

State of Oregon

Contractor Name Dpt. of Human Resources

Mailing Address 207 Public Service Bldg.
Salem OR 97310

Phone 378-4729

Employer ID# or SS# n/a

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 532,000.00

Payment Terms

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract-requisition required

Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
						\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2394	\$ 532,000.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

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Reviewed For MBE FBE Participation Contractor is MBE FBE

State of Oregon
Contractor Name Dpt. of Human Resources
Mailing Address 207 Public Service Bldg.
Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a
Effective Date July 1, 1988
Termination Date June 30, 1989
Total Amount of Agreement \$ 532,000.00

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2394	\$ 532,000.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

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- Revenue
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Amendment # _____ to Contract # _____
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Contact Person Bill Thomas Phone x3782 Date 6/21/88

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Dpt. of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date June 30, 1989
 Total Amount of Agreement \$ 532,000.00

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____

(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2394	\$ 532,000.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
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- Maintenance Agreement
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Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

State of Oregon
Contractor Name Dpt. of Human Resources
Mailing Address 207 Public Service Bldg.
Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a
Effective Date July 1, 1988
Termination Date June 30, 1989
Total Amount of Agreement \$ 532,000.00

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2394	\$ 532,000.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CLERK & BCL COPIES

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone 248-3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract Revenue agreement with State Community Services for Oregon Dept. of Energy funds to weatherize identified Housing Authority of Portland units in east county. Responsibility for managing these funds has been assigned to the DHS Director's Office as a result of the MCCA spin-off.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State Community Services

Mailing Address 207 Public Service Bldg.
Salem OR 97310

Phone 1-378-4792

Employer ID# or SS# N/A

Effective Date July 1, 1988

Termination Date March 31, 1989

Total Amount of Agreement \$ 97,325

Payment Terms

- Lump Sum \$ _____
- Monthly \$ 12,000
- Other \$ _____

Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

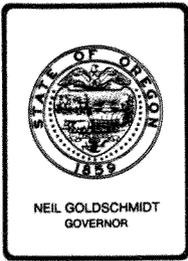
Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	PO	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
			m m d d y y	m m y y	y y	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)					
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT	\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev Code ODOE 2395	\$ 97,325	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

May 2, 1988

Don Eckton, Director
Multnomah County Community
Action Agency
4420 SW 64th
Portland, OR 97206

Dear Don:

Attached is the contract for the Oregon Department of
Energy Low Income Weatherization Special Projects.

The contract totals \$97,325 for the completion of the
attached projects in your service area.

The Portland Housing Authority should be contacted by
your staff about the administrative funds to complete
the projects. The agreed amount should be 5 percent of
the contracted amount.

If you have any questions, please feel free to contact
me.

Sincerely,

Ernie Oakes
Energy Programs Manager

Enclosures

wx8mb001.1tr

RECEIVED

MAY 4 1988

MCCAA

AN EQUAL OPPORTUNITY EMPLOYER

SCS CODE _____ ODOE SPECIAL PROJECT Amount \$97,325
 SCS CODE _____ STRIPPER WELL Amount \$ 0
 SCS CODE _____ Amount \$97,325

PROJECT TITLE: ODOE/STRIPPER WELL SPECIAL PROJECT Low Income
Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY Department of Human Services
 (hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
ODOE SPECIAL PROJECT:	97,325	May 1, 1988	March 31, 1989
STRIPPER WELL	0	May 1, 1988	March 31, 1989

1. Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1989 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 89 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/EXXON/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/EXXON/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/EXXON/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/EXXON/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Single Audit Act of 1984, the office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter. If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/EXXON/LIEAP Weatherization payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;

- e. Certification of a Community Action Agency (CAP) in your area;
- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/EXXON/LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DOE/EXXON/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay total grant amount upon signing of this agreement.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employees under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the grantee that sufficient funds are available to finance this agreement as indicated.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

(hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Multnomah County, Oregon:

By _____
Community Services Program Date

By _____
Department of Human Services Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

The clients in our area are highlighted

Special Exxon Low Income Weatherization Project

Proposal Status Summary

Proposal # 35

Agency/Individual Requesting: Housing Authority of Portland

Contact Person: Dick Jones Phone: 283-4602

Address: Housing Authority of Portland

8910 N. Woolsey Avenue

Portland, OR 97203

Date of ODOE contact: 5/12/87 5/14/87 and after; still being negotiated

Project: 18 Housing Authority owned low income properties ^ in Portland and Gresham area.
list of properties in proposal (HUD rent subsidized)

Weatherization Work:

<u>Property</u>	<u>Measure</u>	<u>Recommended by ODOE?/Reason</u>	<u>Estimated Cost</u>
<u>Various</u>	<u>Weatherization</u>	<u>Being negotiated</u>	<u>\$ 450,575</u>
<u>(See proposal for detailed list of measures) t</u>			

Total Amount of Exxon Funds Requested: \$ 450,575

Total Amount of Exxon Funds Tentatively Allocated by ODOE for CAP completion of the above Recommended Measures: \$ 428,046 ?*

*Amount to be allocated not yet determined. Assumes 5% match for CAP admin.

DRB:drb
1736S
6/4/87

RECEIVED
APR 1 1988

STATE COMMUNITY SERVICES PROGRAM



35

HOUSING AUTHORITY of PORTLAND

8910 N. WOOLSEY AVENUE • PORTLAND, OREGON 97203 • (503) 283-4602

April 28, 1986

Mr. Lynn Frank, Director
Oregon Department of Energy
102 Labor & Industries Building
Salem, OR 97310

SUBJECT: APPLICATION FOR EXXON FUNDS

Dear Mr. Frank:

Enclosed is the Housing Authority of Portland's application for Exxon Funds.

As invited in your Memorandum dated March 7, 1986, the Housing Authority of Portland (HAP) is submitting an application in the amount of \$450,575.00 for weatherization aid for low income householders for eighteen HAP-owned properties located in the City of Portland and Multnomah County. Approval of the funds will allow HAP to finish weatherization needs which were not funded by the Department of Housing and Urban Development (HUD) in the Comprehensive Improvements Assistance Program application submitted to HUD in 1985.

We would appreciate your consideration in approving this application.

If you have any questions, please call Dick Jones at 249-5556.

Sincerely,

W. E. Hunter
Executive Director

Enclosures

cc: Joan Brown
Bill Brugger
Barrett Philpott

COMMISSIONERS:	Freddie Webb-Petett Chairman	David C. Knowles Vice Chairman	Basil J. Jacobs Michael G. Jordan Janet S. Yocom	Way W. Lee Gail L. Williams	W. E. Hunter Executive Director
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REQUEST FOR EXXON FUNDS

- I. Activity: See attached justification for funds.
- II. Time Frame: Based on approval of this application, HAP proposes to expend all funds within twelve months from date of fund allocation.
- III. Cost: \$450,575
- IV. Alternatives:
- A. With the present moratorium on Comprehensive Improvement Assistance Program funds, no monies will be available to complete this program.
 - B. If total funds were not approved, HAP would select the most cost effective work items for completion until the budget is exhausted and the balance of the work items would not be completed.
- V. Goals and Objectives:
- A. GOAL: Reduce energy cost for low income families and the elderly.
 - B. OBJECTIVE: The Housing Authority of Portland will perform weatherization measures to reduce air infiltration and heat loss on eighteen properties to be completed within twelve months of receipt of funds.
- VI. Justification:
- Energy audits have been conducted for all eighteen Projects in this application. All work items have been established by using procedures described in an "Energy Conservation for Housing & A Handbook" published by the Department of Housing and Urban Development (HUD) and The Code of Federal Regulations (CFR) Title 24 Subpart C "Energy Audits and Energy Conservation Measures." Performing all work as required by the above references will meet or exceed all State of Oregon policies and assist HAP in reducing energy cost for low income families and the elderly.

4/28/86

JUSTIFICATION FOR FUNDS

Listed below are the names of properties owned by HAP in addition to a brief description of work items and dollar amounts needed to complete weatherization needs.

<u>PROJECT:</u>	<u>WORK ITEM:</u>	<u>AMOUNT:</u>	<u>TOTAL:</u>
Iris Court 54 Living Units	1. Install time clocks on circ pumps. 5 @ 175.00	875.00	
	2. Install metal clad insulated doors:	<u>32,400.00</u>	
		<u>33,275.00</u>	33,275.00
Maple Mallory 48 Living Units	1. Install time clock on circ. pumps. 2 @ 175.00	350.00	
	2. Insulate H/W pipes 66' @ 3.75	<u>250.00</u>	
		<u>600.00</u>	600.00
Dahlke Manor 115 Living Units	1. Install storm windows 260 @ 175.00	45,500.00	
	2. Increase domestic H.W tank insulation	500.00	
	3. Install time clock on circ. pump. 1 @ 250.00	250.00	
	4. Caulk windows maint. shop south corridors.	175.00	
	5. Caulk Comm. Rm and first floor windows.	100.00	
	6. Weatherstrip, caulk and install door bottom sweeps on Maint., vestibule and stair well doors.	<u>750.00</u>	
		<u>47,275.00</u>	47,275.00
Schrunk Riverview Tower: 118 Living Units	1. Insulate domestic H/W tank.	500.00	
	2. Install time clock on circ. pumps 1 @ 250	250.00	
	3. Weatherstrip and install door bottom sweeps on exit and fire tower doors.	750.00	
	4. Install storm windows - 404 @ 175.00	<u>70,700.00</u>	
		<u>72,200.00</u>	72,200.00
Holgate House 80 Living Units H-01 SE 39M	1. Insulate domestic H/W tank.	500.00	
	2. Weatherstrip casement windows	1,500.00	
	3. Install time clock on circ. pump. 1 @ 250.00	250.00	
	4. Weatherstrip and install door sweeps on building exit doors	525.00	
	5. Install storm windows 200 @ 175.00	<u>35,000.00</u>	
		<u>37,775.00</u>	37,775.00

4/28/86

Justification for Funds

Page 3---

<u>PROJECT:</u>	<u>WORK ITEMS:</u>	<u>AMOUNT:</u>	<u>TOTAL:</u>
De Mar Downs 18 Living Units 1700 SE 148 th	1. Insulate hot water pipes 18 Units @ 100.00	1,800.00	
	2. Caulk and weatherstrip windows 18 Units @ 75.00	1,350.00	
	3. Install R-19 floor insulation and wrap cold water pipes 18 Units @ 400.00	7,200.00	
	4. Install metal clad insulated doors 18 Units @ 200.00	3,600.00	
	5. Install switch/outlet gasket 18 Units @ 50.00	900.00	
	6. Replace patio door with wall and metal clad insulated door. 18 Units @ 200.00	3,600.00	
		<u>3,600.00</u>	
		\$18,450.00	\$18,450.00
Powellhurst Woods and Alderwood 54 Living Units 11200 SE Holgate	1. Insulate hot water pipes 54 Units @ 100.00	5,400.00	
	2. Install insulation on H/W pipes 54 Units @ 100.00	5,400.00	
	3. Install R-19 floor insulation and wrap cold water pipes. 54 Units @ 500.00	27,000.00	
	4. Install elec. switch/outlet gaskets 54 Units @ 50.00	2,700.00	
		<u>2,700.00</u>	
		\$40,500.00	\$40,500.00
Williams Plaza 101 Living Units	1. Install time clock on circ. pump. 1 @ 250.00	250.00	
	2. Weatherstrip and install door sweeps on fire tower, North entrance and vestibule doors. 1 @ 500.00	500.00	
	3. Insulate domestic H/W tank 1 @ 500	500.00	
	4. Weatherstrip building windows	5,000.00	
	5. Insulate roof	3,000.00	
	6. Install storm windows 244 @ 175.00	42,700.00	
		<u>42,700.00</u>	
		\$51,950.00	\$51,950.00
Camelia Court 14 Living Units	1. Install storm windows 70 @ 100.00	7,000.00	
	2. Retrofit wall insulation	5,000.00	
	3. Insulate H/W tanks 2 @ 100.00	200.00	
	4. Insulate furnace ducts	2,200.00	
	5. Install R-19 floor insulation	5,600.00	
		<u>5,600.00</u>	
		\$20,000.00	\$20,000.00

Alderwood
17225 SE Alder

4/28/86

Justification for Funds

Page 2---

<u>PROJECT:</u>	<u>WORK ITEM</u>	<u>AMOUNT:</u>	<u>TOTAL:</u>
26 Single Family Living Units OR 2-36:	1. Install insulation On ducting 6 Units @ 500.00	3,000.00	
	2. Insulate water heater 17 @ 100.00	1,700.00	
	3. Wrap H/W pipes 26 Units @ 200.00	5,200.00	
	4. Caulk and weatherstrip windows 4 units @ 200.00	800.00	
	5. Install R-19 floor insulation and wrap water pipes - 21 Units @ 400	8,400.00	
	6. Increase ceiling insulation to R-38 2 Units @ 500.00	1,000.00	
	7. Retrofit wall insulation 15 units @ 800.00	12,000.00	
	8. Install metal clad insulated doors. 7 Units @ 200.00	1,400.00	
	9. Install electric switch/recep. gaskets. 21 Units @ 50.00	1,050.00	
	10. Replace patio door with wall and insulated door. 20 Units @ 800	16,000.00	
	<u>\$50,550.00</u>	\$50,550.00	
35 Single Family Living Units OR 2-32:	1. Install insulating on ducting 2 Units @ 500.00	1,000.00	
	2. Install insulation on H/W heater - 26 @ 100.00	2,600.00	
	3. Wrap insulation on water pipes 34 Units @ 200.00	6,800.00	
	4. Caulk and weatherstrip windows 10 Units @ 200.00	2,000.00	
	5. Install R-19 floor insulation and wrap. 33 Units @ 500.00	16,500.00	
	6. Increase ceiling insulation 5 units @ 500.00	2,500.00	
	7. Retrofit wall insulation 3 Units @ 500.00	1,500.00	
	8. Install metal clad insulated doors 17 Units X 2 @ 200.00	6,800.00	
	9. Install switch/outlet gaskets 36 Units @ 50.00	1,800.00	
	10. Replace patio door with wall and metal clad insulated door. 29 Units @ 800.00	23,200.00	
	<u>\$64,700.00</u>	\$64,700.00	

<u>PROJECT:</u>	<u>WORK ITEM:</u>	<u>AMOUNT:</u>	<u>TOTAL:</u>
Bel Park 10 Living Units	1. Insulate portions of hydronic piping system	200.00	
	2. Retrofit R-11 wall insulation	3,500.00	
	3. Install R-19 floor insulation	5,000.00	
	4. Insulate H/W tank	300.00	
		<u>\$9,000.00</u>	\$9,000.00
Slavin Court 24 Living Units	1. Insulate H/W pipes	2,000.00	
		<u>\$2,000.00</u>	\$2,000.00
Chateau 10 Living Units	1. Insulate laundry room water heater.	100.00	
	2. Weatherstrip doors. 10 Units @ 50.00	500.00	
		<u>\$600.00</u>	\$600.00
Winchell Court 10 Living Units	1. Insulate H.W heater in laundry room	100.00	
	2. Install R-19 floor insulation under laundry room	500.00	
		<u>\$600.00</u>	\$600.00
Cora Park 10 Living Units	1. Insulate H.W. heater in laundry room	100.00	
		<u>\$100.00</u>	\$100.00
Ruth Haefner 73 Living Units	1. Install time clock on circ. pumps 1 @ 250.00	250.00	
	2. Install bottom door sweeps and weatherstrip entrance and fire doors	500.00	
		<u>\$700.00</u>	\$750.00
Gallagher Plaza 85 Living Units	1. Install time clock on circ. pump 1 @ 250.00	250.00	
		<u>\$250.00</u>	\$250.00
TOTAL:			\$450,575.00

Chateau
 1910 Stark



HOUSING AUTHORITY of PORTLAND

8910 N. WOOLSEY AVENUE

• PORTLAND, OREGON 97203

• (503) 283-4602

March 4, 1988

Ms. Tammy Youngeberg
Weatherization Services
891 N. E. 6th
Gresham, Oregon 97030

REFERENCE: PROPERTIES FOR EXXON FUNDS

Dear Ms. Youngeberg:

Enclosed is a list of the Housing Authority of Portland's (HAP) properties consisting of project names, addresses, number of buildings on each site and number of living units.

If you need additional information, please contact Richard Jones at 283-1693.

Sincerely,

Loren Tarbell
Acting Director of Maintenance

LT/th

Enclosure

COMMISSIONERS: Michael Jordan
Chairman

Way Lee
Vice Chairman

Freddye Webb-Petett
Janet S. Yocom
Gail Williams

Joan Brown
Acting Executive Director

~~The clients in our area are highlighted~~

PROJECTS FOR EXXON FUNDS

<u>PROJECT NAME AND ADDRESS</u>	<u>NUMBER OF BUILDINGS</u>	<u>NUMBER OF UNITS</u>
IRIS COURT	5	54
300 N. Sumner	1	9
316 N. Sumner	1	9
400 N. Sumner	1	18
315 N. Sumner	1	7
301 N. Sumner	1	11
MAPLE MALLORY	4	48
3821 N. E. Garfield	1	12
3820 N. E. Mallory	1	12
3720 N. E. Mallory	1	12
3721 N. E. Garfield	1	12
DAHLKE MANOR	1	115
915 N. E. Schuyler		
SCHRUNK RIVERVIEW TOWERS	1	118
8832 N. Syracuse		
HOLGATE HOUSE	1	80
4601 S. E. 39th		
SINGLE FAMILY 2-36	23	27
9523 N. Allegheny	1	1
3702 N. Arlington	1	1
7210 N. Armour	1	1
623 N. Blandena	1	1
9020 N. Chautauqua Place	1	1
3107 N. Houghton	1	1
3220 N. Hunt	1	1
6930 N. Missouri	1	1
10019 N. Mohawk	1	1
9132 N. Pier Park Place	1	1
9464 N. Richmond	1	1
911 & 917 N. Sumner	1	2

Projects For Exxon Funds
Page 2

<u>PROJECT NAME AND ADDRESS</u>	<u>NUMBER OF BUILDINGS</u>	<u>NUMBER OF UNITS</u>
SINGLE FAMILY 2-36 contd.		
9406 N. Tioga	1	1
1032 N. E. Buffalo	1	1
1205 N. E. Holman	1	1
1333 N. E. Portland Blvd.	1	1
5319 N. E. 18th	1	1
7840 N. Interstate	1	1
6304, 6306, 6310 & 6312 N. E. Hoyt	1	4
10005 S. E. Ellis	1	1
6536 S. E. 69th	1	1
4512 S. E. 73rd	1	1
SINGLE FAMILY 2-32	38	45
16320 N. E. Everett Court	1	1
11852 N. E. Sacramento	1	1
12335 N. E. Wasco	1	1
8037 S. E. Duke	1	1
8730 S. E. Rural	1	1
8732 S. E. Rural	1	1
5406 S. E. 62nd	1	1
5410 S. E. 62nd	1	1
5414 S. E. 62nd	1	1
6535 S. E. 68th	1	1
6547 S. E. 68th	1	1
3917 S. E. 71st	1	1
6410 S. E. 81st	1	1
6719 S. E. 86th	1	1
6801 S. E. 86th	1	1
530 S. E. 88th	1	1
2608 S. E. 141st	1	1
3550 & 3552 N. Albina	1	2
4036 & 4038 N. Albina	1	2
4708 N. Albina	1	1
1610 N. Blandena	1	1
3535 & 3537 N. Borthwick	1	2
3544 & 3546 N. Borthwick	1	2
3624 & 3626 N. Borthwick	1	2
3918 N. Borthwick	1	1

<u>PROJECT NAME AND ADDRESS</u>	<u>NUMBER OF BUILDINGS</u>	<u>NUMBER OF UNITS</u>
SINGLE FAMILY 2-32 contd.		
7034 N. Congress	1	1
305 & 307 N. Mason	1	2
3827 & 3829 N. Vancouver	1	2
2908 N. Killingsworth	1	1
6830 N. E. Roselawn	1	1
2503 S.E. 76th	1	1
2504 S. E. 76th	1	1
2507 S. E. 76th	1	1
2606 S. E. 76th	1	1
2519 S. E. 76th	1	1
2528 S. E. 76th	1	1
2605 S. E. 76th	1	1
DEMAR DOWNS	9	18
2700 & 2702 S. E. 148th	1	2
2704 & 2706 S. E. 148th	1	2
2708 & 2710 S. E. 148th	1	2
2712-2714 S. E. 148th	1	2
2716 & 2718 S. E. 148th	1	2
2720-2722 S. E. 148th	1	2
2724 & 2726 S. E. 148th	1	2
2830 & 2832 S. E. 148th	1	2
2844 & 2846 S. E. 148th	1	2
POWELLHURST WOODS	6	34
11200 S. E. Holgate		
ALDERWOOD	5	20
17225 S. E. Alder Street		
WILLIAMS PLAZA	1	101
2041 N. W. Everett		
CAMELIA COURT	1	14
2601 N. Lombard		

Projects For Exxon Funds
Page 4

<u>PROJECT NAME AND ADDRESS</u>	<u>NUMBER OF BUILDINGS</u>	<u>NUMBER OF UNITS</u>
BEL PARK 1001 N. Blandena	1	10
SLAVIN COURT 4702 S. W. Slavin Road	12	24
CHATEAU 1910 Stark	1	10
WINCHELL COURT 7850 & 7868 N. Interstate	2	10
CORA PARK 4207 S. E. 37th	2	10
RUTH HAEFNER 6005 S. W. Beaverton Hillsdale Highway	1	73
GALLAGHER PLAZA 2140 N. W. Kearney	1	85

CLERK E BULL COMPT



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM (See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
Revenue
Grant Funding
Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement

Amendment # to Contract # (Original Contract Amount)

Amendment # to Contract # (Original Contract Amount)

Contact Person Bill Thomas Phone 248-3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7th

Description of Contract Revenue agreement with State Community Services for Oregon Dept. of Energy and Federal Stripper Well funds to weatherize identified HUD low-income apartments in East County. Responsibility for managing these funds has been assigned to the DHS Director's Office as a result of the MCCA spin-off.

RFP/BID # Date of RFP/BID Date of Exemption

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State Community Services
Mailing Address 207 Public Service Bldg. Salem, OR 97310
Phone 1-378-4729
Employer ID# or SS# N/A

Payment Terms
Lump Sum
Monthly
Other

Effective Date July 1, 1988

Termination Date March 31, 1989

Total Amount of Agreement \$ ODOE \$25,547
Stripper Well 1,277
Total Contract \$26,824

Requirements contract-requisition required
Purchase Order No.

Required Signatures:

Department Head Date

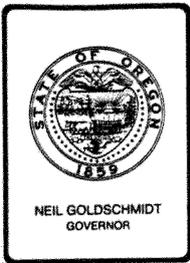
Purchasing Director (Type II Contracts Only) Date

County Counsel Date

Budget Office Date

County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION, VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND.



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

May 2, 1988

Don Eckton, Director
Multnomah County Community
Action Agency
4420 SE 64th
Portland, OR 97206

Dear Don:

Attached is the contract for the Oregon Department of
Energy Low Income Weatherization Special Projects.

This project should be completed prior to March 31,
1989.

All measures completed at Beacon Manor, Aldercrest, and
Burlwood Apartments must fall under DOE guidelines.

If you have any questions, please feel free to contact
me.

Sincerely,

Ernie Oakes

Ernie Oakes
Energy Programs Manager

Enclosures

wx8mb001.1tr

RECEIVED

MAY 4 1988

MCCAL

SCS CODE _____ ODOE SPECIAL PROJECT Amount \$25,547
 SCS CODE _____ STRIPPER WELL Amount \$ 1,277
 SCS CODE _____ Amount \$26,824

PROJECT TITLE: ODOE/STRIPPER WELL SPECIAL PROJECT Low Income
Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
 (hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
ODOE SPECIAL PROJECT:	25,547	May 1, 1988	March 31, 1989
STRIPPER WELL	1,277	May 1, 1988	March 31, 1989

1. Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1989 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 89 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/EXXON/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/EXXON/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/EXXON/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/EXXON/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Single Audit Act of 1984, the office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter. If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/EXXON/LIEAP Weatherization payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;

- e. Certification of a Community Action Agency (CAP) in your area;
- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/EXXON /LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DOE/EXXON/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay total grant amount upon signing of this agreement.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employees under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the grantee that sufficient funds are available to finance this agreement as indicated.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

(hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Multnomah County, Oregon:

By _____
Community Services Program Date

By _____
Department of Human Services Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

Special Exxon Low Income Weatherization Project

Proposal Status Summary

Proposal # 3

Agency/Individual Requesting: Beacon Manor Apts

Contact Person: William Dietz Phone: 761-6076

Address: 12107 S.E. Ridgecrest Rd.

Portland, OR 97266

Date of ODOE contact: 5/12/87

Project: Beacon Manor Apts - 20 unit HUD rent subsidized apartments for
low income elderly & handicapped

3205 S.E. 8th Ave., Portland, OR 97202

Weatherization Work:

<u>Property</u>	<u>Measure</u>	<u>Recommended by ODOE?/Reason</u>	<u>Estimated Cost</u>
<u>Beacon Manor</u>	<u>Ceiling insulation,</u>	<u>Yes</u>	<u>\$ 2,900</u>
<u>_____</u>	<u>attic ventilation, and</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>waterpipe insulation</u>	<u>_____</u>	<u>_____</u>
<u>Note: Funding for storm windows was not requested</u>			
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

Total Amount of Exxon Funds Requested: \$ 2,900

Total Amount of Exxon Funds Tentatively Allocated by ODOE
for CAP completion of the above Recommended Measures: \$ 2,900

DRB:drb
1736S
6/4/87

RECEIVED

April 3, 1986

DEPARTMENT OF ENERGY

To: Mr. Lynn Frank, Director
Oregon Department of Energy
102 Labor & Industries Building
Salem, Ore. 97310

Re: Request for Exxon Funds for weatherization aid

- 1. We are the owners of a 20-unit HUD rental subsidized apartment for the low income elderly and handicapped.

Project: Beacon Manor Apartments
3205 S. E. 8th Ave.
Portland, Ore. 97202

We are enclosing the weatherization program recommendations from Portland General Electric Company following their weatherization survey last July. We would like to do the work per their survey except for the storm windows.

- 2. If money were available, we would expect to do the work within one to three months.
- 3. Cost estimate as of Aug. 26, 1985: \$2900
- 4. If Exxon money is not available, we will not do the work until other funds for such help is available.
We would insulate as much area as the money would provide.
- 5. Tenants pay their own utility bills. The added insulation will reduce their costs and increase their comfort. The return would be a realistic basis for this effort.
- 6. Since the State encourages energy savings and approves of helping the low income elderly, the proposed insulation is a necessity if affordable.

Electric base board heating is used. With heavier insulation the energy savings would be very noticeable.

Thank you for your consideration of our request for funds. We will await your reply and instructions.

Sincerely,

William C. Dietz

William C. Dietz
12107 S. E. Ridgecrest Rd.
Portland, Ore. 97266
761-6076



**WEATHERIZATION PROGRAM
PRELIMINARY RECOMMENDATIONS**

Name William Dietz Date 7-31-85

Address 3129 SE 8th Ave City Alt Zip 97202

Enter number of recommendations to be made: 3 Auditor Steve Sanks

Rec. No. 1 Ceilings No Lead 2 Add R-20 insulation to 1824
Sq Ft

Rec. No. 2 Floor No 1 Add water pipe insulation to 136
linear feet - Customer expense

Rec. No. 3 Add storm windows on double doors to 544.59 Ft

NOT
PART
OF
REQUEST

Rec. No. 4

Rec. No. 5

Rec. No. 6

Rec. No. 7

Rec. No. 8

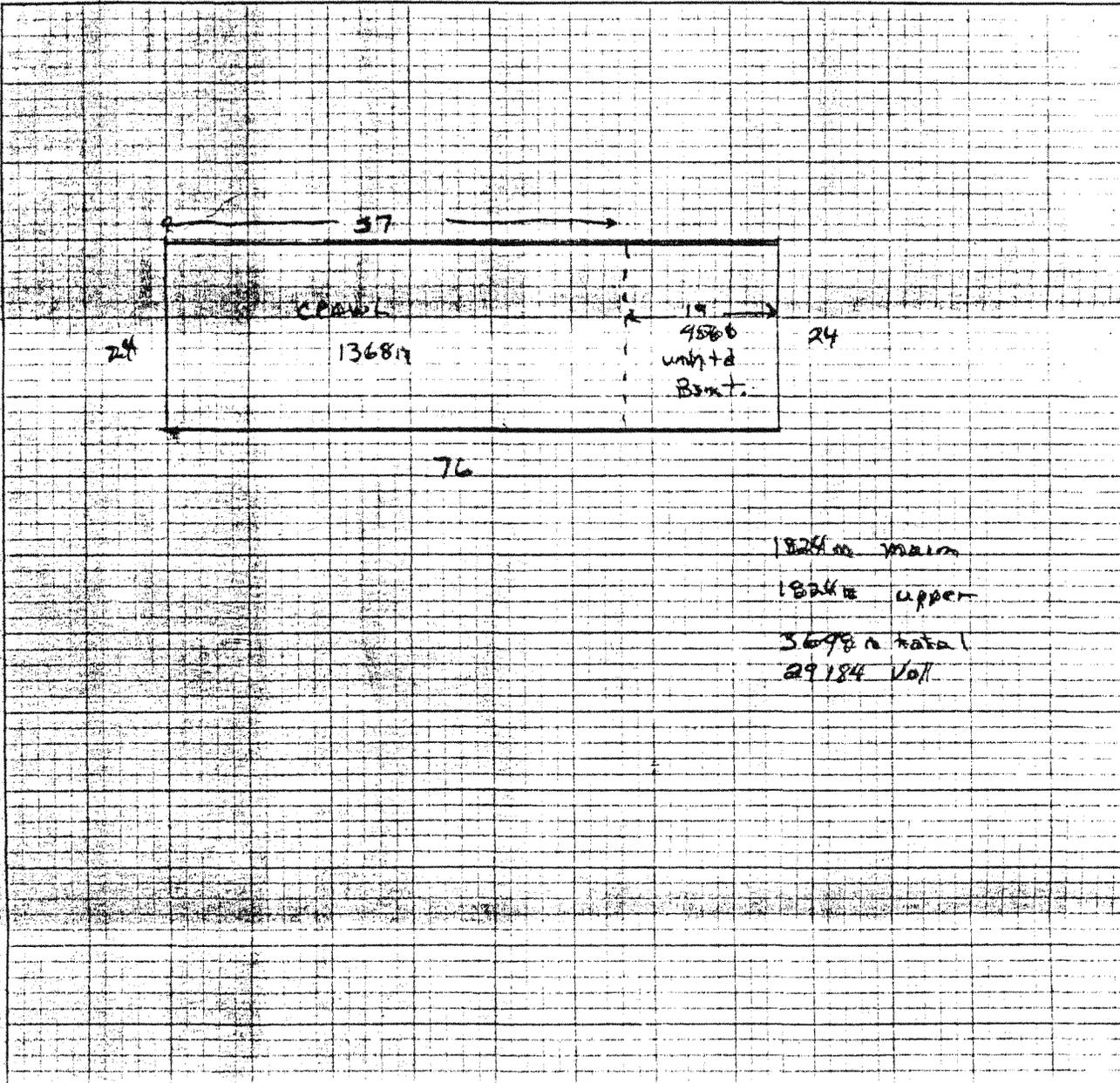
Rec. No. 9



**WEATHERIZATION PROGRAM
HOME ENERGY ANALYSIS WORKSHEET**

Name Williams Dietz

Address 3123 SE 8th Av City Pld Zip 97202 Div. Central



CEILING VENTILATION

Area 1 (C1) R 1.4 E 1.4 A 0	Area 2 (C2) R 1.4 E 1.4 A 0	Area 3 (C3) R E A
912 R 1.4 E 1.4 A 0	912 R 1.4 E 1.4 A 0	R E A

FLOOR VENTILATION

Area 1 (F1) R 9.6 E 5.3 A 0	Area 2 (F2) R E A	Area 3 (F3) R E A
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Wrap Pipes Ln. Ft. <u>136</u>	Dry <input checked="" type="checkbox"/>	Wet	Add G.C.	Vapor Barrier Exists <input checked="" type="checkbox"/>
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WEATHERIZATION PROGRAM WINDOW/DOOR LIST

Billed Customer Branch Manor Hts STREET CITY/STATE ZIP Address 3123 SE 8th Av Miami 33133 Home Phone 761-4076	Owner William Dietz STREET CITY/STATE ZIP Address 1217 SE Ridgewood 33149 Home Phone SAME Business Phone
---	--

NO.	WINDOWS			ORIENTATION	EXISTING				REMARKS
	Width	Height	Type**		Sgl	Dbl	Strm	Trpl	
1	5	4	HS		✓			(R)	160 in
2									
3	4	2	HS		✓			(R)	64 in
4									
5	8	5	HS		✓			(R) xox	320 in
6									
7									
8									
9									
10									
11									
12									544 in total metal single
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									

NO.	EXTERIOR DOORS			EXISTING***				REMARKS
	Width	Height	Buf.	Wd.	Insul	Strm	W.S.	
1	30	68			✓	✓	✓	(R)
2								
3								
4								
5								
6								

Inspected by Steve Banks Date 7-31-85 Sheet 1 of 1
 Order No. 1

8-42-804
 PGE 2804 (Feb 84)
 *NUMBER WINDOWS COUNTERCLOCKWISE AROUND THE FLOOR PLAN FROM THE FRONT DOOR
 **TYPE: PW=PICTURE WINDOW; HS=HORIZONTAL SLIDER; DH=DOUBLE HUNG; PS=PATIO SLIDER OR USE INPUT SHEET CODE
 ***BUF=TO BUFFER ZONE; WD=WOOD; INSUL=INSULATED; STRM.=STORM DOOR; WS=WEATHERSTRIPPING

**GE WEATHERIZATION PROGRAM
PRELIMINARY RECOMMENDATIONS**

William Dietz
12107 SE Ridgcrest
PL 1d 97266

Name Beacon Manor Apts Date 7-31-85

Address 3205 SE 8th City PLD Zip 97200

Number of recommendations to be made: 4 Auditor Steve Sanks

Rec. No. 1 Ceilings No 1 and 2 Add R-20 insulation to
2500 sq ft

Rec. No. 2 Ceilings No 1 and 2 Add 14 sq ft NEA upper
and 24 sq ft NEA lower attic ventilation

Rec. No. 3 Floor No 1 and 2 Add waterpipe insulation
to 250 lineal feet

Rec. No. 4 Add storm windows or double glass to 760 sq ft

NOT
PART
OF
REQUEST

Rec. No. 5

Rec. No. 6

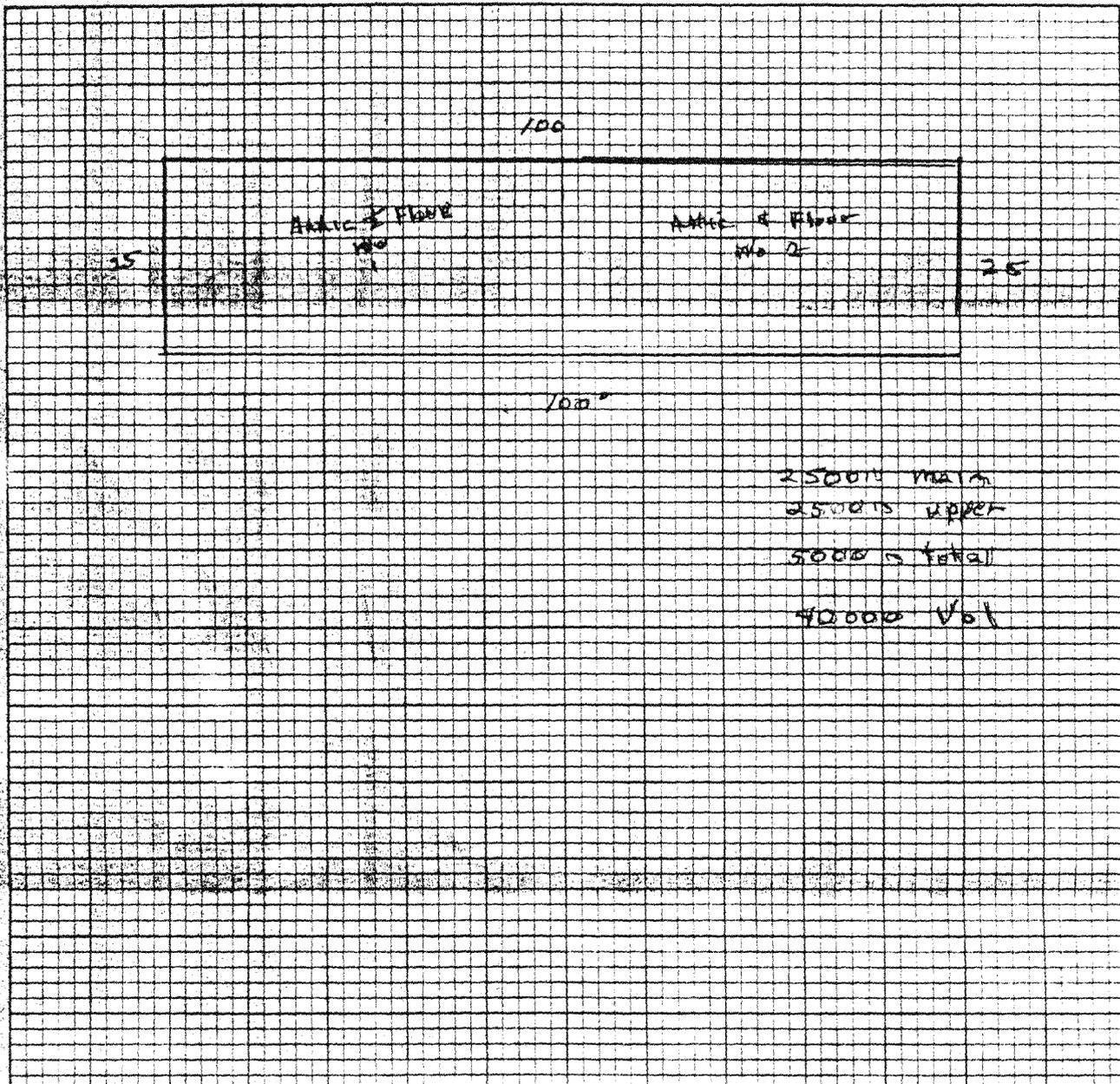
Rec. No. 7

Rec. No. 8

Rec. No. 9

PGE WEATHERIZATION PROGRAM HOME ENERGY ANALYSIS WORKSHEET

Name Beacon Manor Apts
 Address 3205 SE 8th City PLD Zip 97203 Div. Central



CEILING VENTILATION					
Area 1 (C1)	R2.1	E1.4	A.7	Area 2 (C2)	R2.1 E 1.4 A.7
1250	R2.1	E.9	A.2	1250	R2.1 E.9 A.2
				Area 3 (C3)	R E A
					R E A
FLOOR VENTILATION					
Area 1 (F1)	R4.2	E9.3	A.0	Area 2 (F2)	R4.2 E9.3 A.0
1250				1250	
				Area 3 (F3)	R E A
Wrap Pipes Ln. Fl. <u>250</u>					
Dry	<input checked="" type="checkbox"/>	Wet	<input type="checkbox"/>	Add G.C.	<input type="checkbox"/>
				Vapor Barrier Exists	<input checked="" type="checkbox"/>



WEATHERIZATION PROGRAM WINDOW/DOOR LIST

led stomer: Brook Manor Hotel Owner: William Dietz
 STREET CITY/STATE ZIP STREET CITY/STATE ZIP
 dress 815 So 8th St 97202 Address 12107 So Ridgecrest Pl 97111
 me Business Home Business
 one Phone Phone Phone Phone

WINDOWS			ORIENTA-TION	EXISTING				REMARKS
Width	Height	Type**		Sgl	Dbl	Strm	Trpl	
6	4	HS		✓				(12) 288 sq ft
3	3	HS		✓				(8) 72 sq ft
60	68	PS		✓				(1) 160 sq ft
6	5	HS		✓				(1) 240 sq ft
								760M total metal single

EXTERIOR DOORS								REMARKS
Width	Height	Buf	Wd	Insul	Strm	W.S.		
30	68			✓	✓	✓		

Inspected by: Steve Banks Date: 7-31-85 Sheet Order No. 1 of 1

2-804
 E 2804 (Feb 84)
 *NUMBER WINDOWS COUNTERCLOCKWISE AROUND THE FLOOR PLAN FROM THE FRONT DOOR.
 **TYPE: PW=PICTURE WINDOW; HS=HORIZONTAL SLIDER; DH=DOUBLE HUNG; PS=PATIO SLIDER OR USE INPUT SHEET CODE.
 ***BUF=TO BUFFER ZONE; WD=WOOD; INSUL=INSULATED; STRM=STORM DOOR; WS=WEATHERSTRIPPING

Est. 4 Lathier Washburn



WEATHERIZATION PROGRAM
PRELIMINARY RECOMMENDATIONS

Name William Dietz Date 7-31-85

Address 3215 SE 8th Av City Alb Zip 97202

Enter number of recommendations to be made: 4 Auditor Steve Sanks

Rec. No. 1 Ceilings No 1 & 2 Add R-20 insulation to 1824 sq ft

NET FREE AREA

Rec. No. 2 Ceilings No 1 & 2 Add .6 sq ft NFA upper and .6 sq ft NFA lower attic ventilation

FOR SUMMER COOLING

Rec. No. 3 Floor No 1 Add water pipe insulation to 136 linear feet - Customer expense

Rec. No. 4 Add storm windows or double glass to 258 sq ft

NOT PART OF REQUEST

Rec. No. 5

Rec. No. 6

Rec. No. 7

Rec. No. 8

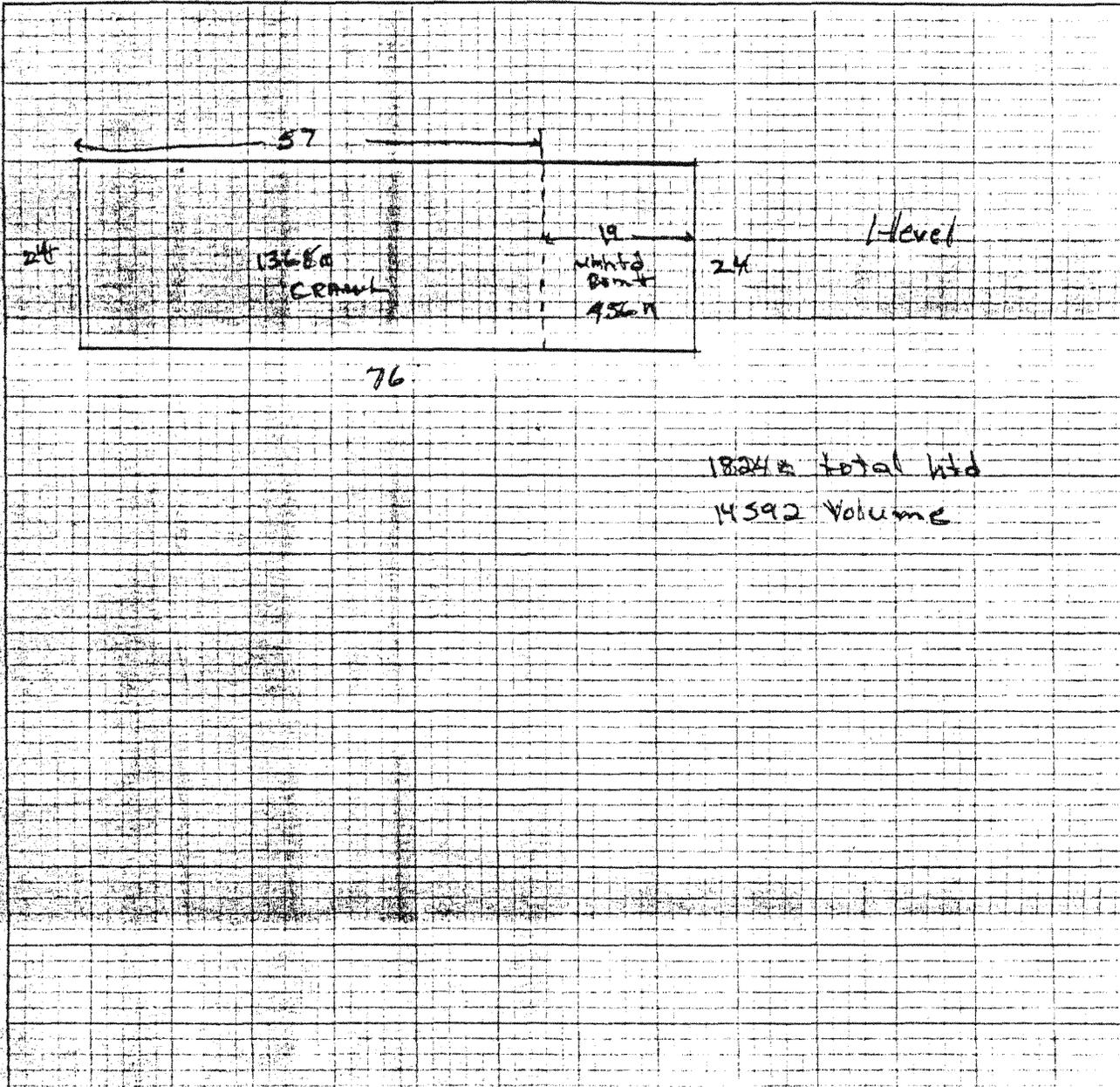
Rec. No. 9



**WEATHERIZATION PROGRAM
HOME ENERGY ANALYSIS WORKSHEET**

Name Beacon Manor Apts

Address 3215 SE 8th Av City PLD Zip 97202 Div. Central



1824 sq total htd
14592 Volume

CEILING VENTILATION

Area 1 (C1) R1.5 E1.2 A.3	Area 2 (C2) R1.5 E1.2 A.3	Area 3 (C3) R E A
912 R1.5 E1.2 A.3	912 R1.5 E1.2 A.3	R E A

FLOOR VENTILATION

Area 1 (F1) R1.6 E8.0 A.3	Area 2 (F2) R E A	Area 3 (F3) R E A
---------------------------	-------------------	-------------------

Wrap Pipes Ln. Ft. <u>136</u>	Dry <input checked="" type="checkbox"/>	Wet <input type="checkbox"/>	Add G.C. <input type="checkbox"/>	Vapor Barrier Exists <input checked="" type="checkbox"/>
-------------------------------	---	------------------------------	-----------------------------------	--



WEATHERIZATION PROGRAM WINDOW/DOOR LIST

Billed Customer Beacon Manor Npts			Owner William Dietz		
STREET	CITY/STATE	ZIP	STREET	CITY/STATE	ZIP
Address 3215 SE 8th Blvd 97202			Address 12107 SE Woodcrest Hill 97216		
Home Phone 761-6036		Business Phone		Home Phone	
Business Phone		Home Phone		Business Phone	

NO.	WINDOWS			ORIENTATION	EXISTING				REMARKS
	Width	Height	Type**		Sgl	Dbt	Strm	Trpt	
1	6	4	HS	-	✓				(4) 96" dt
2									
3	4	2	HS	-	✓				(4) 32" dt
4									
5	8	5	HS	-	✓				(4) 162" dt
6									
7									
8									
9									
10									
11									
12									
13									288" D metal single
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									

NO.	EXTERIOR DOORS			EXISTING***				REMARKS
	Width	Height	Buf.	Wd.	Insul	Strm	W.S.	
1	30	68			✓	✓	✓	(8)
2								
3								
4								
5								
6								

Inspected by Steve Banks	Date 7-31-85	Sheet 1 of 1
---------------------------------	---------------------	----------------------------

-42-804
GE 2804 (Feb 84)

*NUMBER WINDOWS COUNTERCLOCKWISE AROUND THE FLOOR PLAN FROM THE FRONT DOOR.
**TYPE: PW=PICTURE WINDOW; HS=HORIZONTAL SLIDER; DH=DOUBLE HUNG; PS=PATIO SLIDER OR USE INPUT SHEET CODE.
***BUF=TO BUFFER ZONE; WD=WOOD; INSUL=INSULATED; STRM.=STORM DOOR; WS=WEATHERSTRIPPING



Department of Energy

625 MARION ST. NE, SALEM, OREGON 97310 PHONE 378-4040 TOLL FREE 1-800-221-8035

May 27, 1987

Joe Lyons
Aldercrest Enterprises
12732 SE Stark
Portland, OR 97233

RE: Request for Exxon funds

Proposal # 12

Dear Mr. Lyons:

I am writing to ask the status of your request for Exxon funds. You applied for \$9,520 to weatherize the Aldercrest Apartments.

The Oregon Department of Energy (ODOE) received your application on April 3, 1986. After our review, the application was passed on to the State Community Services Division of the Department of Human Resources. We believed your project might be eligible for that agency's Weatherization Assistance Program (WAP).

The Oregon Legislature recently asked ODOE to find out which Exxon applicants have not been helped by the WAP. The Legislature understood that many projects like yours may not qualify for the WAP, or are too low on WAP waiting lists to receive assistance.

The Legislature asked ODOE to take another look at these applications. If the projects are eligible for WAP and have not yet been done, Exxon funds may be available to help get the projects done.

Please contact us as soon as possible if your project has not been completed and you are still interested in having the work done.

It is not certain that funds will be available, or that your project will qualify. But we will do our best to help get your project done through the WAP if possible.

If you are interested, we need to hear from you by June 22, 1987. Please respond to:

Dave Barker
Oregon Department of Energy
625 Marion Street, N.E.
Salem, OR 97310

phone 378-4033 or toll-free 1-800-221-8035

Joe Lyons
May 27, 1987
Page 2

Please note that I will be out on vacation from June 8 through June 19.
Also, please give us a phone number where we can reach you during
business hours.

Sincerely,

A handwritten signature in cursive script that reads "Dave Barker".

Dave Barker, Program Coordinator
Conservation Division

DRB:drb
1725S (d1,f1)

12

REQUEST FOR EXXON FUNDS

RECEIVED

DEPARTMENT OF ENERGY

April 1, 1986

To: Mr. Lynn Frank, Director
Oregon Department of Energy
102 Labor & Industries Building
Salem, Oregon 97310

From: Aldercrest Enterprises
Joe Lyons
12732 SE Stark
Portland, Oregon 97233

NO phone #
given -
not in book

I. Funds would be used to finance the weatherization of exterior doors and windows in the Aldercrest Apartments. The project is a HUD subsidized multifamily housing project which was built in 1970. The original weatherstripping materials around the doors and windows have deteriorated to the point of needing replacement.

II. The funds would be used prior to 12/1/86 in order to maximize energy conservation through the winter months.

III. The estimated cost of the repairs is \$ 9,520.00.

IV. If we do not get Exxon funding, the scope of our improvements will be lessened substantially. The weatherizing of easterly facing entrance doors will be our primary concern. This work will be financed through the use of the project's replacement reserve account. This account will be required to finance the replacement of all of the roofing in the project within the next 8 years and has no surplus with which to finance any other substantial replacements. For this reason the entire weatherization improvement cannot be funded from this account.

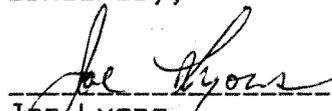
If we do not get Exxon funding to finance the entire weatherization of our project then the shortfall will be met to the extent that our replacement reserve account can be depleted and still maintain enough monies to replace the roofs as needed.

V. It is our objective to effectively reduce infiltration of outside air into our rental units. The project is located @ 21900 SE Alder Drive in Gresham, Oregon. This area is regularly subjected to strong easterly winds, especially in the winter months. It is our goal to eliminate as much air movement into our units as is financially prudent, this will not only lower the heating costs for our tenants but will also reduce drafts and make the units more livable.

VI It is Oregon State policy to promote 'energy conservation and elimination of wasteful and uneconomical uses of energy and materials'. This improvement will provide energy conservation through the reduction of both air infiltration into and heat loss out of our units.

The 'mission' of our project is to provide housing for low and very low income families. It is a HUD 236 subsidized project with a Section 8 contract for 14 of the units. This housing is to meet certain standards and is required to be available to needy families at the lowest possible rental rates that will cover the project expenses. The use of Exxon funds to weatherize will improve the standard of living within our units while not necessitating an increase in rents to offset the expense. It will also save money for our tenants in the form of reductions in their electric bills.

Sincerely,



Joe Lyons

Aldercrest Enterprises

Special Exxon Low Income Weatherization Project

Proposal Status Summary

Proposal # 16

Agency/Individual Requesting: Burlwood Apartments

Contact Person: David Ward, Partner Phone: 252-8193

Address: 1740 N.E. 118th

Portland, OR 97220

Date of ODOE contact: 5/8/87

Project: Burlwood Apartments -- HUD 236 low income housing, 35 units

1740 N.E. 118th

Portland, OR 97220

Weatherization Work:

<u>Property</u>	<u>Measure</u>	<u>Recommended by ODOE?/Reason</u>	<u>Estimated Cost</u>
<u>Burlwood Apts</u>	<u>Attic insulation</u>	<u>Yes</u>	<u>\$ 3,749</u>
<u> </u>	<u>Underfloor insulation</u>	<u>Yes</u>	<u>9,378</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Total Amount of Exxon Funds Requested: \$ 13,127

Total Amount of Exxon Funds Tentatively Allocated by ODOE for CAP completion of the above Recommended Measures: \$ 13,127

DRB:drb
1736S
6/4/87

16

BURLWOOD APARTMENTS
1740 N. E. 118th
Portland, OR 97220

To: Lynn Frank, director
Oregon Department of Energy
102 Labor & Industries Building
Salem, Or 97310

RECEIVED

From: Burlwood Apartments
David L. Ward, Partner
Phone 252-8193

DEPARTMENT OF ENERGY

Re: Request for Exxon Funds

I. Activity

Our project is a 35 unit HUD 236 low income apartment including 7 units allowed under Section 8 for very low income families. If we receive Exxon Funds we propose to bring attic insulation up to R-30 by adding 5 inches of new insulation. We also propose to insulate under the floors. This project is all electric.

II. Time Frame

To benefit our tenants, insulation should be added before winter.

III. Cost

Enclosed are cost breakdowns for each building including attic insulation for \$3749.00 and floor insulation for \$9378.00.

TOTAL: F 13,127

IV. Alternatives

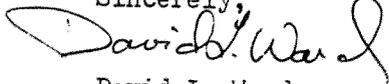
Without this money weatherization can only be achieved by rent increases. If only partial monies are available our first priority would be to insulate as much as possible of the attics.

V. Goals and Objectives

Weatherization is important to achieve lower energy bills for the tenants of this project.

VI. Justification

HUD requirements for 236 Projects include an Energy Conservation Plan. Weatherization from this fund would achieve this projects implementation of that plan.

Sincerely,

David L. Ward
Partner

PIONEER INSULATION CO.
 12262 SE Lusted Rd.
 SANDY, OREGON 97055

JOB ESTIMATE

Phone 668-4184

PHONE 252-8193 DATE 4-20-86
 JOB NAME/LOCATION _____

TO Fuss Ward
1740 NE 118th
Portland Ore 97220

JOB DESCRIPTION:

Insulation installed in 35 units
 (a) Thermafiber Rockwool mtg. by U.S.G. installed for an additional 5" on total of 10" R-30 rating in all attic ceiling areas.
 (b) Owens-Corning Fiberglas installed in all floor areas, R-19 rating.

Cost breakdown per building

	Ceiling Insulation	Floor Insulation
Building #1	909 ⁰⁰	2272 ⁰⁰
Building #2	517 ⁰⁰	1293 ⁰⁰
Building #3	517 ⁰⁰	1293 ⁰⁰
Building #4	596 ⁰⁰	1492 ⁰⁰
R... Hwy #1	---	---
Building #6	614 ⁰⁰	1536 ⁰⁰
Totals	\$ 3749 ⁰⁰ ✓	\$ 9378 ⁰⁰ ✓

Price Includes Labor & Materials

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED
JOB COST

ESTIMATED
BY

Rich Holze owner



MULTNOMAH COUNTY OREGON

CLERK EBC COPIES

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
Revenue
Grant Funding
Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement

Amendment # to Contract #
(Original Contract Amount)

Amendment # to Contract #
(Original Contract Amount)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Federal Low Income Energy Assistance Program funds to weatherize homes in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

RFP/BID # Date of RFP/BID Date of Exemption

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Mailing Address Dpt. of Human Resources
207 Public Service Bldg.
Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a
Effective Date July 1, 1988
Termination Date December 31, 1988
Total Amount of Agreement \$ 251,306*

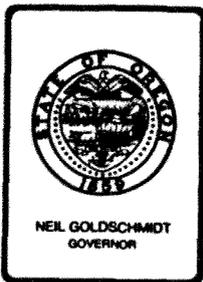
Payment Terms
Lump Sum \$
Monthly \$
Other \$
Requirements contract-requisition required
Purchase Order No.

*close-out balance remaining in assigned contract to be determined

Required Signatures:

Department Head Date
Purchasing Director Date
County Counsel Date
Budget Office Date
County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION, VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND.



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 10, 1988

William Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear William:

Enclosed are four copies of your assigned contract addendums for the following programs:

<u>Program</u>	<u>Amount</u>	<u>Number</u>
CSBG	\$ 352,802.00	
CSBG Homeless	72,386.00	
DOE/EXXON 87-89	1,034,113.00	
DOE/EXXON 88	200,000.00	
ESGP	25,404.00	
✓ LIEAP WX	251,306.00	
LIEAP ADMIN.	175,211.00	
DOE/EXXON 88	4,000.00	

Please sign all copies and return to State Community Services.

If you have any questions, please contact me or Joyce Rice of the Financial Management Team.

Sincerely,

Kelly Sedore

Kelly Sedore
Financial Management Team

enclosure

cc: Grant File

CS8mb004.ltr

LOW-INCOME ENERGY ASSISTANCE PROGRAM WEATHERIZATION
ADDENDUM TO AGREEMENT

between
OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)
and
COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

WHEREAS, an original contract between the parties exists for the operation of the referenced program in the amount of \$251,306 for the period beginning January 1, 1988, and ending December 31, 1988, and,

WHEREAS, this contract is now assigned to Multnomah County, effective July 1, 1988.

THEREFORE, all provisions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED:

ASSIGNED SUBGRANTEE:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland OR 97204

By _____
Community Services Program Date

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

SUBGRANTEE:

By _____
CAAP Executive Director Date

By _____
CAAP Board Chairperson Date

GRANTEE:

OREGON STATE COMMUNITY SERVICES
Department of Human Resources

By _____
Irma Flores-Gonzales, Manager Date

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

SCS CODE <u>647-9-20-16-63-42</u>	EXXON PROGRAM	Amount \$	_____
SCS CODE <u>647-9-20-13-47-42</u>	DOE ADMIN	Amount \$	_____
SCS CODE <u>647-9-20-12-40-42</u>	LIEAP WX	Amount \$	<u>251,306</u>
		Amount \$	<u>251,306</u>

PROJECT TITLE: DOE/EXXON/LIEAP Low Income Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)

and

COMMUNITY ACTION AGENCY OF PORTLAND

(hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
US DOE Admin			
EXXON Program			
LIEAP Weatherization	\$251,306	Jan. 1, 1988	Dec. 31, 1988

- Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1988 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

RECEIVED
 FEB 5 1988

OREGON STATE COMMUNITY
 SERVICES PROGRAM

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 87 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/EXXON/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/EXXON/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/EXXON/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/EXXON/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter.

If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/EXXON payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;
- e. Certification of a Community Action Agency (CAP) in your area;

- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/EXXON /LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DOE/EXXON/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay 10% of the DOE/EXXON grant amount and 10% of the LIEAP grant amount upon the signing of this agreement. Thereafter, Subgrantee shall receive a monthly reimbursement from Grantee after filing timely and accurate reports pursuant to Section 3 hereof.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employees under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the Grantee that sufficient funds are available to finance this Agreement as indicated.

APPROVED:

COMMUNITY ACTION
AGENCY OF PORTLAND
(Agency)

812 SW Washington, Suite 300
(Address)

Portland, Oregon 97205
(City) (State) (Zip)

MICHAEL JANS
(Director)

Telephone: _____

Michael Jans
(Signature of Director)

Date: 2/2/88

[Signature]
(Board of Directors Chairperson)

[Signature]
(Signature of Chairperson)

Date: 2/4/88

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

[Signature]
(Signature of Manager)

Date: 2/10/88

01938

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

COMMUNITY ACTION PROGRAM OF PORTLAND, (hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

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FEB 19 1978COMMUNITY
PROGRAM

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

(Subgrantee)

Date: _____

BUDGET INFORMATION

PART I - Agency Information

Name of Applicant Agency: Community Action Agency of Portland

Contact Person: Jim Collell Phone 295-0301

Address: 812 SW Washington, Suite 300
Portland OR 97205

Program Title: LIEAP '88 Wx

Project Beginning Ending Date
Date: 1-1-88 Date: 12-31-88 Submitted: 2-1-88

Part II - Material Inventory

List the ownership and dollar amount of your agency's most recent physical inventory of weatherization materials.

Ownership on 12/31/86	VALUE
<u>LIEAP WEATHERIZATION</u>	\$ <u>0</u>
<u>DOE WEATHERIZATION</u>	\$ <u>0</u>
<u>Summer Youth Wx '87 Materials</u> (Other - Identify)	\$ <u>Approx \$1,675</u>
<u>Summer Youth Wx '87 Tools</u> (Other - Identify)	\$ <u>Approx \$2,300</u>
<u>TOTAL VALUE</u>	\$ <u>Approx \$3,975 *</u>

* Accurate inventory lists of items are on file, purchase prices not all known. CAAP repossessed these items from PIC at end of last summer's prog.

Part III - Warehouse Information

List information for all Weatherization Grants.

<u>Location(s)</u>	<u>Area</u> (in square feet)	<u>Square Foot</u> <u>Price/Month</u>
<u>Southeast Garage (SEG)</u>	<u>(1) 8'x16' concrete garage</u>	<u>31¢ (fireproof)</u>
<u>Apex Parking, NW 9th</u>	<u>(2) 8'x20' parking places</u>	<u>36¢ (indoor)</u>
<u>Public Storage #189</u> <u>(near Memorial Coliseum)</u>	<u>(1) 5'x5'x10' tool room</u>	<u>60¢ (high security)</u>

(two Wx vehicles at Apex, Summer Wx items at SEG and Public Storage).

PERFORMANCE DATA

Page 1

This section applies to LIEAP weatherization funds.

1. Estimate total dwelling units to be weatherized: 225
- A. Single-family dwelling units: 80
- B. Multi-family dwelling units: 145
- C. Owner-occupied dwelling units: 65
- D. Renter-occupied dwelling units: 160

2. Of the total number of units to be weatherized, project the number in which elderly persons reside: 150

3. Of the total number of units to be weatherized, project the number in which handicapped persons reside: 50

4. Specify the number of dwelling units which are expected to be weatherized by the end of each month.

Jan. <u>20</u>	Apr. <u>20</u>	July <u>20</u>	Oct. <u>20</u>	
Feb. <u>20</u>	May <u>20</u>	Aug. <u>20</u>	Nov. <u>20</u>	TOTAL <u>225</u>
Mar. <u>20</u>	June <u>20</u>	Sep. <u>20</u>	Dec. <u>5</u>	

5. Estimate by percentage the types of labor you plan to use:

JPTA	<u>0</u>	%
Agency Staff	<u>0</u>	%
Occupants of Assisted Housing	<u>0</u>	%
Volunteers	<u>0</u>	%
Contractors (Private)	<u>100</u>	%
Others (specify)	<u> </u>	%
<u>Coordinate with City Energy Office, Portland Development Commission, SHRIMP, and the school district.</u>	<u> </u>	%
TOTAL	<u>100</u>	100%

Performance Data

Page 2

6. Estimate by County the number of eligible dwelling units in your service area. Indicate the source of this estimate. (This question is not a factor in determining funding.)

<u>County</u>	<u>Number of Eligible Dwelling Units</u>	<u>Source</u>
<u>Multnomah</u>	<u>32,196</u> <u>according to LIEAP data</u>	<u>Census 1980</u>

7. Specify the number of dwelling units that your agency has weatherized with LIEAP Funds by year.

<u>Year</u>	<u>Number of Units Completed with LIEAP Funds</u>
<u>1982</u>	<u>450</u>
<u>1983</u>	<u>214</u>
<u>1984</u>	<u>478</u>
<u>1985</u>	<u>267</u>
<u>1986</u>	<u>247</u>
<u>1987</u>	<u>317</u>
<u>1988</u>	<u>225 (targetted)</u>
	<u>(waiting list over 6,500)</u>
<u>TOTAL</u>	<u>1,973 completed</u>

PART IV - Budget Categories 1 - Weatherization Funds (round to nearest dollar)

	1. Admin.	2. Liability Insurance	3a. Transpor- tation/ Travel	3b. Program Support Labor	3c. Tools & Equipment	3d. Space	4. Installer Labor	5a. Materials	5b. Storage	6. Total Budget
1st Quarter Total Expense	3141	400	375	14721	115	1575	17540	24900	60	62827
1st Quarter Prog. Income	<i>* All utility rebates are netted against costs before LIEAP expenses reported to SCS.</i>									
1st Quarter LIEAP Expense	3141	400	375	14721	115	1575	17540	24900	60	62827
2nd Quarter Total Expense	3141	400	375	14720	115	1575	17540	24900	60	62826
2nd Quarter Prog. Income	*									
2nd Quarter LIEAP Expense	3141	400	375	14720	115	1575	17540	24900	60	62826
3rd Quarter Total Expense	3141	400	375	14720	115	1575	17540	24900	60	62826
3rd Quarter Prog. Income	*									
3rd Quarter LIEAP Expense	3141	400	375	14720	115	1575	17540	24900	60	62826
4th Quarter Total Expense	3142	400	375	14720	115	1575	17540	24900	60	62827
4th Quarter Prog. Income	*									
4th Quarter LIEAP Expense	3142	400	375	14720	115	1575	17540	24900	60	62827
Total Projected Prog. Income	*									
Total LIEAP Expense	12565	1600	1500	58881	460	6300	70160	99600	240	\$251,306

LIEAP FUNDS ONLY:

Administration \$ 12565

Installers Labor \$ 70160

Liability Insurance \$ 1600

Materials \$ 99840 (5a + 5b)

Program Support \$ 67141

** Upon final year end report, no excess revenue will accrue. Reports to SCS will be reduced by any generated revenue.*

Budget Category	Description of Item and Basis for Valuation	Amount/Value
1. Admin	allocated personnel	10165
	Wx prog & allocated office supplies (.5 is LIEAP share)	500
	allocated admin use of telephones (\$125/mo LIEAP share)	1500
	outside printing/advertising for personnel replacements	400
2. Liability Ins.	Varies by level of subcontractor activity (# of jobs)	1600
3a. PS Transport	Pinto/pickup: fuel, repairs, insurance, employee miles	1500
3b. PS Labor	Staff positions detailed, see attached	58881
3c. PS Tools/Eqpt	Minor replacement items for blower doors, furnace test-	460
	ing eqpt: smoke pencils, cells, batteries, etc	
3d. Space	Direct allocated space used by Wx staff (LIEAP share	
	1/2 of the approx \$800/mo.=400x12 or \$4800/year	4800
	Allocated Wx telephone system direct charges 1/2 total	1500
4. Installer Labor	Licensed/Bonded firms, all by competitive bid, see the	70160
	description in Part VI Personnel.	
5a. Materials	Actual materials installed, itemized per job & measure	99600
5b. Mtls Storage	SEG contains Summer Wx and donated materials that are	240
	available for the Wx clients, not yet distributed	
6. Grand Total	GRAND TOTAL	\$251,306

PART VI -- PERSONNEL

Budget Category	Position Title	% of Time	Annual Fringe Benefits	LIEAP WX Annual Salaries	Total
Administration	Executive Director (allocated M & G)	3.8	579	1936	2515
	Business Manager	"	\$ 336	\$ 789	\$ 1125
	Fiscal Officer	"	63	145	208
	Accountant	"	613	1429	2042
	Auditor	"	65	151	216
	Clerical	"	1146	2675	3821
	Contracts Manager	"	72	166	238
Administration Totals			\$ 2874	\$ 7291	\$ 10165
Program Support Labor	Wx Coordinator (direct program sup)	33.0	3162	7378	10540
	Wx Field Services Supervisor (direct)	36.0	\$ 2715	\$ 6335	\$ 9050
	Wx Contracts Manager(program support)	38.0	2411	5624	8035
	Wx Energy Auditor/Inspector(s) two	76.0	5285	12332	17617
	Wx AdminAsst (direct program support)	38.0	2394	5586	7980
	Wx Office Assistant(program support)	33.0	1698	3962	5659
Prog. Support Totals			\$ 17665	\$ 41217	\$ 58881
Installers Labor	Installers must itemize their labor charges per measure, per job, and per the bid price that they contracted for with CAAP.(competetive process)	NA	\$ NA	\$ NA	\$ 70160
Installer Totals			\$ NA	\$ NA	\$ 70160

GRAND TOTALS All labor on the jobsites is by subcontractors. \$ 20539 \$ 48508 \$ 139206
 No information available on sal/fringe breakout on subcontractors.

7 291. +
7 378. +
6 335. +
5 624. +
12 332. +
5 586. +
3 962. +

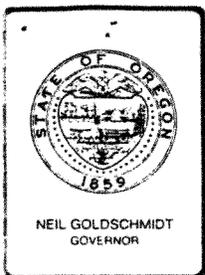
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Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

February 18, 1988

Michael Jans, Director
Community Action Agency
of Portland
812 SW Washington, Suite 300
Portland, Oregon 97205

Dear Mr. Jans:

Enclosed is your approved copy of your Low-Income Energy Assistance Program (LIEAP WX) Contract.

Your first payment has been requested and should be forthcoming in approximately 10 working days. Before we can send you any more payments, we will need the following corrections. Please see enclosed.

If you have any questions, please contact me or Wilma Nelson of the Financial Management Team.

Sincerely,

Carol Washburn
Financial Management Team

cc: Grant File

enc.

ltr3.corr

PART VI - PERSONNEL

Budget Category	Position Title	% of Time	Annual Fringe Benefits	LIEAP WX Annual Salaries	Total
Administration	Executive Director (allocated M & G)	3.8	579	1936	2515
	Business Manager "	2.7	† 336	† 789	† 1125
	Fiscal Officer "	0.5	63	145	208
	Accountant "	6.1	613	1429	2042
	Auditor "	0.5	65	151	216
	Clerical "	5.5	1146	2675	3821
	Contracts Manager "	0.5	72	166	238
Administration Totals			† 2874	† 7291	† 10165
Program Support Labor	Wx Coordinator (direct program sup)	33.0	3162	7378	10540
	Wx Field Services Supervisor (direct)	36.0	† 2715	† 6335	† 9050
	Wx Contracts Manager(program support)	38.0	2411	5624	8035
	Wx Energy Auditor/Inspector(s) two	76.0	5285	12332	17617
	Wx AdminAsst (direct program support)	38.0	2394	5586	7980
	Wx Office Assistant(program support)	33.0	1698	3962	5659
Prog. Support Totals			† 17665	† 41217	† 58881
Installers Labor	Installers must itemize their labor charges per measure, per job, and per the bid price that they contracted for with CAAP.(competetive process)	NA	† NA	† NA	† 70160
Installer Totals			† NA	† NA	† 70160

GRAND TOTALS All labor on the jobsites is by subcontractors. †20539 †48508 †139206

No information available on sal/fringe breakout on subcontractors.



MULTNOMAH COUNTY OREGON

CLERK & BCC COPIES

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date ~~XXXX~~ 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Federal Community Services Block Grant funds for the former service area of Community Action Agency of Portland. Responsibility for managing these funds has been assigned to DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

State of Oregon
Contractor Name Dpt. of Human Resources
Mailing Address 207 Public Service Bldg.
Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a
Effective Date July 1, 1988
Termination Date December 31, 1988
Total Amount of Agreement \$ 352,802*
*close-out balance of assigned contracts to be determined

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____
Purchasing Director _____ Date _____
(Type II Contracts Only)
County Counsel _____ Date _____
Budget Office _____ Date _____
County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
						<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)					
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT	\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					CSBG Rev. Code 2071	\$ 352,802 00*	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 10, 1988

**William Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204**

Dear William:

Enclosed are four copies of your assigned contract addendums for the following programs:

<u>Program</u>	<u>Amount</u>	<u>Number</u>
✓ CSBG	\$ 352,802.00	
CSBG Homeless	72,386.00	
DOE/EXXON 87-89	1,034,113.00	
DOE/EXXON 88	288,682.00	
ESGP	25,404.00	
LIEAP WX	251,306.00	
LIEAP ADMIN.	175,211.00	
DOE T-1-88	4,888.00	

Please sign all copies and return to State Community Services.

If you have any questions, please contact me or Joyce Rice of the Financial Management Team.

Sincerely,

Kelly Sedore

**Kelly Sedore
Financial Management Team**

enclosure

cc: Grant File

CS8mb004.ltr

COMMUNITY SERVICES BLOCK GRANT
ADDENDUM TO AGREEMENT
between
OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)
and
COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

WHEREAS, an original contract between the parties exists for the operation of the referenced program in the amount of \$352,802 for the period beginning January 1, 1988, and ending December 31, 1988, and,

WHEREAS, this contract is now assigned to Multnomah County, effective July 1, 1988.

THEREFORE, all provisions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED:

ASSIGNED SUBGRANTEE:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland OR 97204

By _____
Community Services Program Date

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

SUBGRANTEE:

By _____
CAAP Executive Director Date

By _____
CAAP Board Chairperson Date

GRANTEE:

OREGON STATE COMMUNITY SERVICES
Department of Human Resources

By _____
Irma Flores-Gonzales, Manager Date

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

AGREEMENT FOR THE DELEGATION OF COMMUNITY SERVICES BLOCK
GRANT (CSBG) FUNDS

Between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

By this agreement, the Grantee transfers \$ 352,802.000
to the Subgrantee for the period beginning JANUARY 1, 1988
and ending DECEMBER 31, 1988 with the following conditions and
requirements.

1. Work to be Performed

All work and activities, under this agreement, shall be performed in accordance with provisions of the Oregon Administrative Rules (OAR) 410-60-000 et seq., The Omnibus Budget Reconciliation Act of 1981 (Pubic Law 97-35 as amended), the Approved Work Program, the approved Budget and the terms of this agreement. In addition, the Subgrantee and all the Subgrantee's contractors and subcontractors, shall comply with all applicable federal, state, county and local laws, ordinances and regulations in the performance of this contract.

2. Assurances

The Subgrantee assures that (a) no CSBG funds will be utilized for political activities, (b) no person shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or any activity funded, in whole or in part, by this contract and (c) no discrimination shall occur on the basis of age under the Age discrimination Act of 1975 (42 USC S 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC S 701 et seq.)

RECEIVED
FEB 22 1988

STATE COMMUNITY
SERVICES PROGRAM

Fiscal and Program Management

The Subgrantee shall maintain financial and program records documenting all its expenditures with generally accepted accounting principles. The Grantee, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Subgrantee which are directly pertinent to this delegation of funds for the purpose of making audit, examination, excerpts, and transcripts.

Accurate and timely reports shall be filed in compliance with OAR 410-60-025.

Audits

All grant transactions must be audited annually by a qualified and independent auditor in compliance with the standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States. The agency auditor must state in the audit report that the audit meets the cited standards and include a management letter. The audit report shall be submitted to the Grantee no later than 180 days following the end of the Subgrantee's accounting year or termination of this agreement. The Subgrantee shall be responsible for the monitoring and audit requirements of its contractors and subcontractors.

Changes in Agreement and Termination

The Grantee or the Subgrantee may change this agreement, the approved work program and budget at any time as set out in OAR 410-60-025. All such changes mutually agreed upon shall be signed and attached to this contract as amendments.

Either party, upon 30 days written notice delivered by certified mail or in person, may terminate this agreement, in whole or in part, for cause which may include but not be limited to:

- (A) Failure to fulfill obligations under this agreement including compliance with OAR 410-60-015 et seq., the approved work program and the approved budget.
- (B) Submission of reports that are untimely, fraudulent, incorrect or incomplete.
- (C) Improper or illegal use of funds provided under this agreement and as set out in OAR 410-60-010 et seq.
- (D) Any authorization, license, approval or filing necessary to allow Subgrantee to carry out its obligations under this agreement fails to be issued or granted, or expires, lapses, is revoked, withdrawn or withheld.

(E) Subgrantee:

1. applies for or consents to the appointment of or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property;
2. admits in writing its inability, or is generally unable to pay its debts as they become due;
3. makes a general assignment for the benefit of its creditors;
4. is adjudicated a bankrupt or insolvent;
5. fails to controvert in a timely or appropriate manner or agrees in writing to, an involuntary petition for bankruptcy

(F) If SCS funding from federal sources is not obtained and continued at a level sufficient to allow for funding of the indicated transfer, this agreement may be modified to accommodate a reduction in funds.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party which have already accrued prior to such termination. The rights or remedies of Grantee shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

In the event of termination, all property, documents, data, studies, etc., and unexpended funds relative to this agreement, shall be returned to the Grantee. Any additional expenditures of CSBG Funds must have the prior written approval of Grantee.

6. Hold Harmless Provisions

The Subgrantee agrees to indemnify, defend and hold harmless the State of Oregon and its officers, agents and employes from claims, lawsuits and judgments of whatever nature brought against those parties which arise from the activities of the Subgrantee, its contractors or subcontractors, from their performance of the provisions of this agreement. This indemnity provision shall not require the Subgrantee to defend or indemnify the State against any action based solely on the alleged negligence of the State.

7. Payments to Agencies

The grant application will include a schedule of payments to meet the cash needs of the subgrantee. The procedure for the disbursement of the payments by the Grantee will be as follows:

- a. Grantee shall pay an amount based on Subgrantee's grant application sufficient for 60 days' operation to Subgrantee upon the signing of this agreement.

- b. Grantee shall pay the next scheduled payment after the Subgrantee's "Request for CSBG Funds" form, attached as Exhibit A hereto, has been received and approved by the Grantee. Approval shall only be given if Subgrantee's cash level reaches 30 days cash requirements and all required CSBG Reports have been submitted to Grantee. Processing will normally take ten (10) working days.
- c. At the end of each quarter, the Subgrantee shall file a quarterly financial report pursuant to OAR 410-60-025(1)(c). Upon review of this quarterly financial report, Grantee may adjust the amount transferred to Subgrantee, within the limits of the total grant amount, upward or downward to reflect the actual expenditure of funds.

Withholding

Grantee shall withhold all payments due to Subgrantee from all contracts and agreements in effect between Grantee and Subgrantee if Subgrantee violates any provision of this agreement including, but not limited to:

- (a) if program, audit, or financial reports required by OAR 410-60-025 are delinquent;
- (b) if annual audits are not in compliance with federal standards.

Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

0. Severability

If any provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

1. Assignment

Subgrantee shall not assign or transfer its interest in this agreement without the express written consent of the Grantee.

2. Waiver

The failure of the Grantee to enforce any provision of this agreement shall not constitute a waiver by the Grantee of that or any other provision.

3. Attorney Fees

The prevailing party in any lawsuit under this agreement, shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

14. Merger

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED:

COMMUNITY ACTION AGENCY
OF PORTLAND
812 SW WASHINGTON SUITE 300
PORTLAND OR 97204

OREGON STATE COMMUNITY SERVICES

Jana Flores Gonzalez
Manager
Date: 2-24-88

SUBGRANTEE:

[Signature]
Signature of Board Chairperson
Date: 2/10/88

[Signature]
Signature of Director
Date: 2/10/88

01071

Delegate Code: 9995
State I.D. #: _____
Federal I.D. #: _____

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. -87, A-85, and A-102, as they related to the application, acceptance, and use of federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial condition for the receipt of any Federal financial assistance for construction or acquisition purpose for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

COMMUNITY SERVICES BLOCK GRANT
ADDENDUM TO AGREEMENT

between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

WHEREAS, and original contract between the parties exists for the operation of the referenced program in the amount of \$231,682 for the period beginning JULY 1, 1987 and ending DECEMBER 31, 1987 and,

WHEREAS, a supplemental grant in the amount of \$ 50,000 is herewith added to the amount of the original grant and, for the period beginning January 1, 1988 and ending June 30, 1988.

THEREFORE, all other conditions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED

SUBGRANTEE

GRANTEE

COMMUNITY ACTION AGENCY
OF PORTLAND

OREGON STATE COMMUNITY SERVICES
Department of Human Resources

812 SW WASHINGTON SUITE 300

PORTLAND OR 97204

Irma Flores-Gonzales
Irma Flores-Gonzales, Manager
Date 2-24- 1988

Melvin [Signature]
Signature of the Director

Date 2/10 1988

[Signature]
Signature of Chairperson

Date 2/10 1988

0819

RECEIVED
FEB 25 1988



MULTNOMAH COUNTY OREGON

WORKS BCC LOPES

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
Revenue
Grant Funding
Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement

Amendment # to Contract #
(Original Contract Amount)

Amendment # to Contract #
(Original Contract Amount)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with the State Community Services for delegation to Multnomah County of Federal Low Income Energy Assistance Program funds to provide energy assistance in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds had been assigned to the DHS Director's Office.

RFP/BID # Date of RFP/BID Date of Exemption

Reviewed For MBE FBE Participation Contractor is MBE FBE

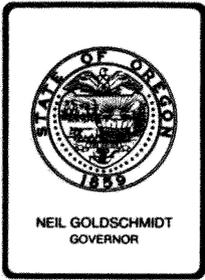
State of Oregon
Contractor Name Department of Human Resources
Mailing Address 207 Public Service Bldg.
Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a
Effective Date July 1, 1988
Termination Date December 31, 1988
Total Amount of Agreement \$ 175,211*

Payment Terms
Lump Sum \$
Monthly \$
Other \$
Requirements contract-requisition required
Purchase Order No.

*close-out balance remaining in assigned contract to be determined
Required Signatures:

Department Head Date
Purchasing Director Date
County Counsel Date
Budget Office Date
County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, P.O., AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION, VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND.



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 10, 1988

William Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear William:

Enclosed are four copies of your assigned contract addendums for the following programs:

<u>Program</u>	<u>Amount</u>	<u>Number</u>
CSBG	\$ 352,802.00	
CSBG Homeless	72,386.00	
DOE/EXXON 87-89	1,034,113.00	
DOE/EXXON 88	222,622.00	
ESGP	25,404.00	
LIEAP WX	251,306.00	
LIEAP ADMIN.	175,211.00	
DOE-T & TA	1,000.00	

Please sign all copies and return to State Community Services.

If you have any questions, please contact me or Joyce Rice of the Financial Management Team.

Sincerely,

Kelly Sedore
Financial Management Team

enclosure

cc: Grant File

CS8mb004.ltr

LOW-INCOME ENERGY ASSISTANCE PROGRAM ADMINISTRATION
ADDENDUM TO AGREEMENT

between
OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)
and
COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

WHEREAS, an original contract between the parties exists for the operation of the referenced program in the amount of \$175,211 for the period beginning January 1, 1988, and ending December 31, 1988, and,

WHEREAS, this contract is now assigned to Multnomah County, effective July 1, 1988.

THEREFORE, all provisions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED:

ASSIGNED SUBGRANTEE:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland OR 97204

By _____
Community Services Program Date

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

SUBGRANTEE:

By _____
CAAP Executive Director Date

By _____
CAAP Board Chairperson Date

GRANTEE:

OREGON STATE COMMUNITY SERVICES
Department of Human Resources

By _____
Irma Flores-Gonzales, Manager Date

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

AGREEMENT FOR THE DELEGATION OF LOW-INCOME ENERGY ASSISTANCE
GRANT (LIEAP) FUNDS

Between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

Community Action Agency of Portland
(hereinafter referred to as the Subgrantee)

By this agreement, the Grantee transfers \$161,067.00 to the Subgrantee for the period beginning January 1, 1988 and ending December 31, 1988 with the following conditions and requirements.

1. Work to be Performed

All work and activities, under this agreement, shall be performed in accordance with provisions of the Oregon Administrative Rules (OAR) 410-60-000 et seq., The Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35 as amended), the Approved Work Program, the approved Budget and the terms of this agreement. In addition, the Subgrantee and all the Subgrantee's contractors and subcontractors, shall comply with all applicable federal, state, county and local laws, ordinances and regulations in the performance of this contract.

2. Assurances

The Subgrantee assures that (a) no LIEAP funds will be utilized for political activities, (b) no person shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or any activity funded, in whole or in part, by this contract and (c) no discrimination shall occur on the basis of age under the Age discrimination Act of 1975 (42 USC S 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC S 701 et seq.)

3. Fiscal and Program Management

The Subgrantee shall maintain financial and program records documenting all its expenditures with generally accepted accounting principles. The Grantee, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Subgrantee which are directly pertinent to this delegation of funds for the purpose of making audit, examination, excerpts, and transcripts.

Accurate and timely reports shall be filed in compliance with OAR 410-60-025.

Audits

All grant transactions must be audited annually by a qualified and independent auditor in compliance with the standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States. The agency auditor must state in the audit report that the audit meets the cited standards and include a management letter. The audit report shall be submitted to the Grantee no later than 180 days following the end of the Subgrantee's accounting year or termination of this agreement. The Subgrantee shall be responsible for the monitoring and audit requirements of its contractors and subcontractors.

Changes in Agreement and Termination

The Grantee or the Subgrantee may change this agreement, the approved work program and budget at any time as set out in OAR 410-60-025. All such changes mutually agreed upon shall be signed and attached to this contract as amendments.

Either party, upon 30 days written notice delivered by certified mail or in person, may terminate this agreement, in whole or in part, for cause which may include but not be limited to:

- (A) Failure to fulfill obligations under this agreement including compliance with OAR 410-60-015 et seq., the approved work program and the approved budget.
- (B) Submission of reports that are untimely, fraudulent, incorrect or incomplete.
- (C) Improper or illegal use of funds provided under this agreement and as set out in OAR 410-60-010 et seq.
- (D) Any authorization, license, approval or filing necessary to allow Subgrantee to carry out its obligations under this agreement fails to be issued or granted, or expires, lapses, is revoked, withdrawn or withheld.
- (E) Subgrantee:
 - 1. applies for or consents to the appointment of or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property;
 - 2. admits in writing its inability, or is generally unable to pay its debts as they become due;
 - 3. makes a general assignment for the benefit of its creditors;
 - 4. is adjudicated a bankrupt or insolvent;
 - 5. fails to controvert in a timely or appropriate manner or agrees in writing to, an involuntary petition for bankruptcy.

- (F) If SCS funding from federal sources is not obtained and continued at a level sufficient to allow for funding of the indicated transfer, this agreement may be modified to accommodate a reduction in funds.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party which have already accrued prior to such termination. The rights or remedies of Grantee shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

In the event of termination, all property, documents, data, studies, etc., and unexpended funds relative to this agreement, shall be returned to the Grantee. Any additional expenditures of LIEAP Funds must have the prior written approval of Grantee.

5. Hold Harmless Provisions

The Subgrantee agrees to indemnify, defend and hold harmless the State of Oregon and its officers, agents and employees from claims, lawsuits and judgments of whatever nature brought against those parties which arise from the activities of the Subgrantee, its contractors or subcontractors, from their performance of the provisions of this agreement. This indemnity provision shall not require the Subgrantee to defend or indemnify the State against any action based solely on the alleged negligence of the State.

7. Payments to Agencies with 12-Month Contracts

The grant application will include a schedule of payments to meet the cash needs of the subgrantee. The procedure for the disbursement of the payments by the Grantee will be as follows:

- a. Grantee shall pay an amount based on Subgrantee's grant application sufficient for 30 days' operation to Subgrantee upon the signing of this agreement.
- b. Grantee shall pay the next scheduled payment after the Subgrantee's "Request for LIEAP Funds" form, attached as Exhibit A hereto, has been received and approved by the Grantee. Approval shall only be given if Subgrantee's cash level reaches 30 days cash requirements and all required CSBG Reports have been submitted to Grantee. Processing will normally take ten (10) working days.
- c. At the end of each quarter, the Subgrantee shall file a quarterly financial report pursuant to OAR 410-60-025(1)(c). Upon review of this quarterly financial report, Grantee may adjust the amount transferred to Subgrantee, within the limits of the total grant amount, upward or downward to reflect the actual expenditure of funds.

3. Withholding

Grantee shall withhold all payments due to Subgrantee from all contracts and agreements in effect between Grantee and Subgrantee if Subgrantee violates any provision of this agreement including, but not limited to:

- (a) if program, audit, or financial reports required by OAR 410-60-025 are delinquent;
- (b) if annual audits are not in compliance with federal standards.

Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

Severability

If any provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Assignment

Subgrantee shall not assign or transfer its interest in this agreement without the express written consent of the Grantee.

Waiver

The failure of the Grantee to enforce any provision of this agreement shall not constitute a waiver by the Grantee of that or any other provision.

Attorney Fees

The prevailing party in any lawsuit under this agreement, shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

Merger

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED:

Community Action Agency
of Portland
812 SW Washington #300
Portland, OR 97205

OREGON STATE COMMUNITY SERVICES

Luna Flores Angeles
Manager

Date: 1-20-88

SUBGRANTEE:

[Signature]
Signature of Board Chairperson
Date: 12/31/87

[Signature]
Signature of Director
Date: 1/4/88

01014

Delegate Code: 9995
State I.D. #: _____

Federal I.D. #: _____

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. 87, A-85, and A-102, as they related to the application, acceptance, and use of federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial condition for the receipt of any Federal financial assistance for construction or acquisition purpose for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

LOW INCOME ENERGY ASSISTANCE PROGRAM
ADDENDUM TO AGREEMENT

between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

WHEREAS, and original contract between the parties exists for the operation of the referenced program in the amount of \$161,067 for the period beginning JANUARY 1, 1988 and ending DECEMBER 31, 1988 and,

WHEREAS, a supplemental grant in the amount of \$ 14,144 is herewith added to the amount of the original grant and,

THEREFORE, all other conditions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED

SUBGRANTEE

GRANTEE

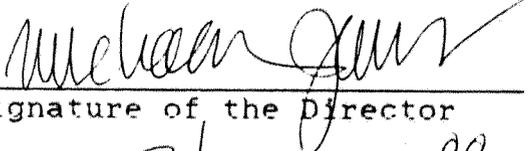
COMMUNITY ACTION AGENCY

OREGON STATE COMMUNITY SERVICES
Department of Human Resources

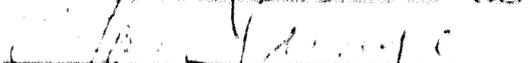
OF PORTLAND

812 SW WASHINGTON SUITE 300

PORTLAND OR 97205


Signature of the Director

Date 2/15 1988


Signature of Chairperson

Date 2/15 1988


Irma Flores-Gonzales, Manager
Date 2/15/88 1988

01014



MULTNOMAH COUNTY OREGON

CLERK & BCL COPIES

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation of Federal Community Services Block Grant Homeless funds which were formerly contracted with the Community Action Agency of Portland. Responsibility for the management of these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Dpt. of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date August 31, 1988
 Total Amount of Agreement \$ 72,386*

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

*close-out balance remaining in assigned contract to be determined

Required Signatures:

Department Head _____ Date _____

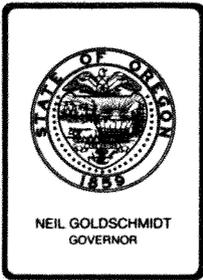
Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev, Code to be assigned	\$ 72,38600*	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 10, 1988

William Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear William:

Enclosed are four copies of your assigned contract addendums for the following programs:

<u>Program</u>	<u>Amount</u>	<u>Number</u>
CSBG	\$ 352,802.00	
✓ CSBG Homeless	72,386.00	
DOE/EXXON 87-89	1,034,113.00	
DOE/EXXON 88	200,600.00	
ESGP	25,404.00	
LIEAP WX	251,306.00	
LIEAP ADMIN.	175,211.00	
DOE T & TA	1,000.00	

Please sign all copies and return to State Community Services.

If you have any questions, please contact me or Joyce Rice of the Financial Management Team.

Sincerely,

Kelly Sedore
Financial Management Team

enclosure

cc: Grant File

CS8mb004.ltr

COMMUNITY SERVICES BLOCK GRANT HOMELESS
 ADDENDUM TO AGREEMENT
 between
 OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)
 and
COMMUNITY ACTION AGENCY OF PORTLAND
 (hereinafter referred to as the Subgrantee)

WHEREAS, an original contract between the parties exists for the operation of the referenced program in the amount of \$72,386 for the period beginning January 1, 1988, and ending August 31, 1988, and,

WHEREAS, this contract is now assigned to Multnomah County, effective July 1, 1988.

THEREFORE, all provisions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED:

ASSIGNED SUBGRANTEE:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
 426 SW Stark, 7th Floor
 Portland OR 97204

By _____
 Community Services Program Date

By _____
 Director, Dept. Human Services Date

By _____
 Gladys McCoy, Chair Date
 Multnomah County Board of Commissioners

SUBGRANTEE:

By _____
 CAAP Executive Director Date

By _____
 CAAP Board Chairperson Date

GRANTEE:

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources

By _____
 Irma Flores-Gonzales, Manager Date

APPROVED AS TO FORM:

LAURENCE KRESSEL
 County Counsel for
 Multnomah County, Oregon

By _____
 Deputy County Counsel Date

AGREEMENT FOR THE DELEGATION OF COMMUNITY SERVICES BLOCK
GRANT HOMELESS FUN

Between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)
and

COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

By this agreement, the Grantee transfers \$72,386
to the Subgrantee for the period beginning January 1, 1988
and ending August 31, 1988 with the following conditions and
requirements.

1. Work to be Performed

All work and activities, under this agreement, shall be performed in accordance with provisions of the Oregon Administrative Rules (OAR) 410-60-000 et seq., The Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35 as amended), the Approved Work Program, the approved Budget and the terms of this agreement. In addition, the Subgrantee and all the Subgrantee's contractors and subcontractors, shall comply with all applicable federal, state, county and local laws, ordinances and regulations in the performance of this contract.

2. Assurances

The Subgrantee assures that (a) no CSBG Homeless Funds will be utilized for political activities, (b) no person shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or any activity funded, in whole or in part, by this contract and (c) no discrimination shall occur on the basis of age under the Age discrimination Act of 1975 (42 USC S 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC S 701 et seq.)

RECEIVED
FEB 8 1988

STATE COMMUNITY
SERVICES PROGRAM

Fiscal and Program Management

The Subgrantee shall maintain financial and program records documenting all its expenditures with generally accepted accounting principles. The Grantee, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Subgrantee which are directly pertinent to this delegation of funds for the purpose of making audit, examination, excerpts, and transcripts.

Accurate and timely reports shall be filed in compliance with OAR 410-60-025.

Audits

All grant transactions must be audited annually by a qualified and independent auditor in compliance with the standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States. The agency auditor must state in the audit report that the audit meets the cited standards and include a management letter. The audit report shall be submitted to the Grantee no later than 180 days following the end of the Subgrantee's accounting year or termination of this agreement. The Subgrantee shall be responsible for the monitoring and audit requirements of its contractors and subcontractors.

Changes in Agreement and Termination

The Grantee or the Subgrantee may change this agreement, the approved work program and budget at any time as set out in OAR 410-60-025. All such changes mutually agreed upon shall be signed and attached to this contract as amendments.

Either party, upon 30 days written notice delivered by certified mail or in person, may terminate this agreement, in whole or in part, for cause which may include but not be limited to:

- (A) Failure to fulfill obligations under this agreement including compliance with OAR 410-60-015 et seq., the approved work program and the approved budget.
- (B) Submission of reports that are untimely, fraudulent, incorrect or incomplete.
- (C) Improper or illegal use of funds provided under this agreement and as set out in OAR 410-60-010 et seq.
- (D) Any authorization, license, approval or filing necessary to allow Subgrantee to carry out its obligations under this agreement, fails to be issued or granted, or expires, lapses, is revoked, withdrawn or withheld.

(E) Subgrantee:

1. applies for or consents to the appointment of or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property;
2. admits in writing its inability, or is generally unable to pay its debts as they become due;
3. makes a general assignment for the benefit of its creditors;
4. is adjudicated a bankrupt or insolvent;
5. fails to controvert in a timely or appropriate manner or agrees in writing to, an involuntary petition for bankruptcy.

(F) If SCS funding from federal sources is not obtained and continued at a level sufficient to allow for funding of the indicated transfer, this agreement may be modified to accommodate a reduction in funds.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party which have already accrued prior to such termination. The rights or remedies of Grantee shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

In the event of termination, all property, documents, data, studies, etc., and unexpended funds relative to this agreement, shall be returned to the Grantee. Any additional expenditures of CSBG Homeless Funds must have the prior written approval of Grantee.

6. Hold Harmless Provisions

The Subgrantee agrees to indemnify, defend and hold harmless the State of Oregon and its officers, agents and employees from claims, lawsuits and judgments of whatever nature brought against those parties which arise from the activities of the Subgrantee, its contractors or subcontractors, from their performance of the provisions of this agreement. This indemnity provision shall not require the Subgrantee to defend or indemnify the State against any action based solely on the alleged negligence of the State.

7. Payments to Agencies

The grant application will include a schedule of payments to meet the cash needs of the subgrantee. The procedure for the disbursement of the payments by the Grantee will be as follows:

- a. Grantee shall pay an amount based on Subgrantee's grant application sufficient for 60 days' operation to Subgrantee upon the signing of this agreement.

- b. Grantee shall pay the next scheduled payment after the Subgrantee's "Request for CSBG Homeless Funds" form, attached as Exhibit A hereto, has been received and approved by the Grantee. Approval shall only be given if Subgrantee's cash level reaches 30 days cash requirements and all required CSBG Homeless Reports have been submitted to Grantee. Processing will normally take ten (10) working days.
- c. At the end of each quarter, the Subgrantee shall file a quarterly financial report pursuant to OAR 410-60-025(1)(c). Upon review of this quarterly financial report, Grantee may adjust the amount transferred to Subgrantee, within the limits of the total grant amount, upward or downward to reflect the actual expenditure of funds.

Withholding

Grantee shall withhold all payments due to Subgrantee from all contracts and agreements in effect between Grantee and Subgrantee if Subgrantee violates any provision of this agreement including, but not limited to:

- (a) if program, audit, or financial reports required by OAR 410-60-025 are delinquent;
- (b) if annual audits are not in compliance with federal standards.

Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

0. Severability

If any provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

1. Assignment

Subgrantee shall not assign or transfer its interest in this agreement without the express written consent of the Grantee.

2. Waiver

The failure of the Grantee to enforce any provision of this agreement shall not constitute a waiver by the Grantee of that or any other provision.

3. Attorney Fees

The prevailing party in any lawsuit under this agreement, shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED:

COMMUNITY ACTION AGENCY
OF PORTLAND
812 SW WASHINGTON SUITE 300
PORTLAND OR 97204

OREGON STATE COMMUNITY SERVICES

[Signature]
Manager
Date: 2/10/88

SUBGRANTEE:

[Signature]
Signature of Board Chairperson
Date: 1/29/88

01936

[Signature]
Signature of Director
Date: 1/27/88

Delegate Code: 9995
State I.D. #: _____
Federal I.D. #: _____

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. -87, A-85, and A-102, as they related to the application, acceptance, and use of federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

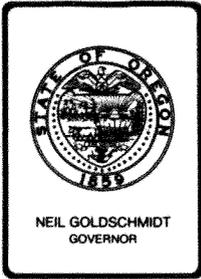
1. It will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Prevention Act of 1973, Public Law 93-234, 87 Stat. at 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial condition for the receipt of any Federal financial assistance for construction or acquisition purpose for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

cg7dh007.frm



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

MAY 27 1988

May 25, 1988

Michael Jans, Director
Community Action Agency
of Portland
812 SW Washington, #300
Portland, OR 97205

Multnomah County Department of Human Services

Dear Mr. Jans:

Enclosed are four copies of the U.S. Department of Energy (DOE) Addendum to Agreement.

Please sign and return all copies to this office as soon as possible.

If you have any questions, please call me at 378-4729.

Sincerely,

Joyce Rice

Joyce Rice
Financial Management Team

Enclosure

cc: Grant File

064.mb

U.S. DEPARTMENT OF ENERGY (DOE)
ADDENDUM TO AGREEMENT
between
OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)
and
MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
(hereinafter referred to as the Subgrantee)

WHEREAS, an original contract between the parties exists for the operation of the referenced program in the amount of \$212,013 for the period beginning April 1, 1988, and ending March 31, 1989, and,

WHEREAS, a supplemental grant in the amount of \$1,000 is being transferred to the Subgrantee from the Grantee for training and technical assistance purposes.

THEREFORE, all provisions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED

SUBGRANTEE
MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland OR 97204

GRANTEE
OREGON STATE COMMUNITY SERVICES
Department of Human Resources

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager Date

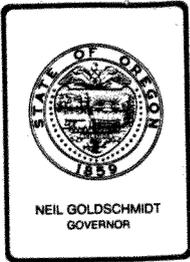
By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date



Department of Human Resources

OFFICE OF THE DIRECTOR

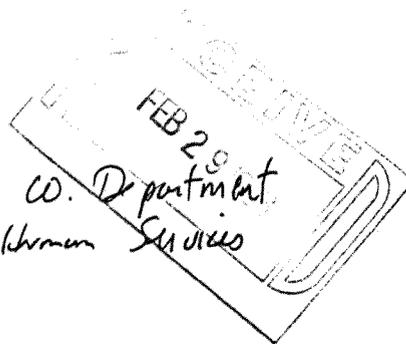
State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

February 24, 1988

~~Michael Jans, Director
Community Action Agency
of Portland
812 SW Washington #300
Portland, Oregon 97205~~

*MU (TROMA) CO. Department
of Human Services*



Dear Mr. Jans:

Enclosed are four copies of the DOE/EXXON Weatherization Assistance Contract. Please sign and return all copies to this office as soon as possible to facilitate payment.

If you have any questions, please call Wilma Nelson or me at 378-4729.

Sincerely,

Carol Washburn
Carol Washburn
Financial Management Team

cc: Grant File

008.mb

SCS CODE <u>647-9-20-16-63-43</u>	EXXON PROGRAM	Amount \$ <u>27,609</u>
SCS CODE <u>647-9-20-13-47-43</u>	DOE	Amount \$ <u>212,013</u>
SCS CODE <u>647-9-20-12-39-42</u>	LIEAP WX	Amount \$ _____
		Amount \$ <u>239,622</u>

PROJECT TITLE: DOE/EXXON/LIEAP Low Income Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
 (hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
US DOE: Admin	\$ 19,557	April 1, 1988	March 31, 1989
Program	192,456	April 1, 1988	March 31, 1989
EXXON: Program	27,609	April 1, 1988	March 31, 1989
LIEAP Weatherization:			
Admin			
Program			

1. Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1989 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 89 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAD 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/EXXON/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/EXXON/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/EXXON/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/EXXON/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Single Audit Act of 1984, the office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter. If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/EXXON/LIEAP Weatherization payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;

- e. Certification of a Community Action Agency (CAP) in your area;
- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/EXXON/LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DOE/EXXON/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay 10% of the DOE/EXXON grant amount and 10% of the LIEAP grant amount upon the signing of this agreement. Thereafter, Subgrantee shall receive a monthly reimbursement from Grantee after filing timely and accurate reports pursuant to Section 3 hereof.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employees under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the grantee that sufficient funds are available to finance this agreement as indicated.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

(hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Multnomah County, Oregon:

By _____
Community Services Program Date

By _____
Department of Human Services Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date



MULTNOMAH COUNTY OREGON

CHECK E BCC COPIES

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of the Emergency Shelter Grant Program formerly contracted with the Community Action Agency of Portland. Responsibility for the management of these funds has been signed to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

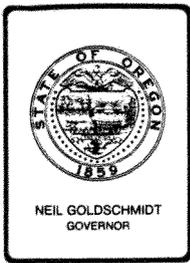
State of Oregon
 Contractor Name Dpt. of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date September 15, 1988
 Total Amount of Agreement \$ 8,500.00

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____
 Purchasing Director _____ Date _____
 (Type II Contracts Only)
 County Counsel _____ Date _____
 Budget Office _____ Date _____
 County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
VENDOR CODE	VENDOR NAME					\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code to be assigned	\$ 8,500.00	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

May 24, 1988

Bill Thomas
Multnomah County Department of
Human Services
7th Floor, J.K. Gill Building
426 SW Stark
Portland, OR 97204

Dear Mr. Thomas:

Enclosed are four copies of the Emergency Shelter Grant Program (ESGP) Contract.

Please sign and return all copies to this office as soon as possible to facilitate payment.

If you have any questions, please call Wilma Nelson or me at 378-4729.

Sincerely,

Joyce Rice
Financial Management Team

cc: Grant File

enclosure

008.mb

AN EQUAL OPPORTUNITY EMPLOYER

AGREEMENT FOR THE DELEGATION OF EMERGENCY SHELTER GRANT PROGRAM

(ESGP FUNDS)

Between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
(hereinafter referred to as the Subgrantee)

By this agreement, the Grantee transfers \$8,500.00 to the Subgrantee for the period beginning MAY 5, 1988 and ending SEPTEMBER 15, 1988 with the following conditions and requirements.

1. Work to be Performed

All work and activities under this agreement shall be performed in accordance with the provisions of Part C of Title V of HUD's appropriation for the Fiscal Year 1987, Section 101(g) Public Law 99-500 and the regulation contained in 24 CFR 575 and, particularly, the Debarred Contractors provisions contained in 24 CFR 575.59(f) as amended, the Federal Labor Standard Act, the Approved Work Program, the Approved Budget, the attached Assurance and the terms of this agreement. In addition, the Subgrantee and all Subgrantee contractors and subcontractors, shall comply with all applicable Federal laws, State statutes, and local ordinances in the performances of this contract.

2. Assurances

The Subgrantee assures that (a) no ESGP funds will be utilized for political activities, (b) no person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or activity funded, in whole or in part, with funds made available by this contract and (c) no discrimination be made on the basis of age under the Age Discrimination Act of 1975, 42 USC S 6101 et seq. or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, 29 USC S 701 et seq. It is also understood and agreed upon that the structure(s) being rehabilitated under this contract will be used as shelters for homeless individuals for three (3) years subsequent to the execution of this contract. If the shelter use of the referenced structure(s) is less than three (3) years, the State shall recover the grant funds on a pro-rata basis based on the actual amount of time the structure(s) was used as a shelter facility.

3. Fiscal and Program Management

The Subgrantee shall maintain financial and program records documenting all its expenditures and activities. These records will be maintained in accordance with generally accepted accounting principles. The Grantee, the Secretary of State's Office of the State of Oregon, the Federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Subgrantee which are directly pertinent to this delegation of funds for the purpose of making audit, examination, excerpts, and transcripts. Accurate and timely quarterly reports shall be filed by the 15th day of the month following the end of each calendar quarter. A final report will be due 15 days after the work is completed. Delinquent program, audit and/or financial reports, shall result in the withholding of all payments due to the Subgrantee from all contracts and agreements in effect between State Community Services (SCS) and the Subgrantee.

4. Audits

All grant transactions must be audited annually by a qualified and independent auditor in compliance with the standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States. The agency auditor must state in the audit report that the audit meets the cited standards. The audit report shall be submitted to the Grantee no later than 180 days following the end of the Subgrantee's accounting year or termination of this agreement. Payment to the Subgrantee shall be withheld if the requirements of these conditions are not met. The Subgrantee shall be responsible for the monitoring and audit requirements of any contractors and subcontractors of the Subgrantee.

5. Changes in Contract and Termination

The Grantee or the Subgrantee may initiate negotiated changes to this agreement, the approved work program and budget at any time. All such changes mutually agreed upon should be signed and attached to this contract as amendments. Either party, upon 30 days written notice delivered by Certified mail or in person, may terminate this agreement, in whole or in part, for cause which may include but not be limited to:

- (A) Failure to fulfill obligations under this agreement including compliance with the approved work program and approved budget.
- (B) Submission of reports that are untimely, fraudulent, incorrect or incomplete.

- (C) Improper or illegal use of funds provided under this agreement.
- (D) Any authorization, license, approval or filing necessary to allow Subgrantee to carry out its obligations under this agreement fails to be issued or granted, or expires, lapses, is revoked, withdrawn or withheld.
- (E) Subgrantee:
1. applies for or consents to the appointment of or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property;
 2. admits in writing its inability, or is generally unable to pay its debts as they become due;
 3. makes a general assignment for the benefit of its creditors;
 4. commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect);
 5. is adjudicated a bankrupt or insolvent;
 6. fails to contravert in a timely or appropriate manner or agrees in writing to, an involuntary petition for bankruptcy.
- (F) If SCS funding from Federal sources is not obtained and continued at a level sufficient to allow for funding of the indicated transfer, this contract may be modified to accomodate a reduction in funds.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party which have already accrued prior to such termination. The rights or remedies of Grantee shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

In the event of termination, all property, documents, data, studies, etc., and unexpended funds relative to this agreement, shall be remitted to the Grantee.

6. Hold Harmless Provisions

The Subgrantee agrees to indemnify, defend and hold harmless the State of Oregon and its officers, agents and employees from claims, lawsuits and judgments of whatever nature brought against those parties which arise from the activities of the Subgrantee, its contractors or subcontractors from their performance of the provisions of this agreement. These indemnity provisions shall not require the Subgrantee to defend or indemnify the State against any action based solely on the alleged negligence of the State.

7. Payments to Agencies

- a. Grantee shall pay an amount based on Subgrantee's grant application sufficient for 60 days' operation to Subgrantee upon the signing of this agreement.
- b. Grantee shall pay the next scheduled payment after the Subgrantee's "Request for ESGP Funds" form, attached as Exhibit A hereto, has been received and approved by the Grantee. Approval shall only be given if Subgrantee's cash level reaches 30 days cash requirements and all required ESGP Reports have been submitted to Grantee. Processing will normally take ten (10) working days.

8. Captions

The captions or headings in this contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this contract.

9. Severability

If any provision of this contract shall be held invalid or inenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceably any other provision hereof.

10. Assignment

Subgrantee shall not assign or transfer its interest in this contract without the express written consent of the Grantee.

11. Waiver

The failure of the Grantee to enforce any provision of this contract shall not constitute a waiver by the Grantee of that or any other provision.

12. Attorney Fees

The prevailing party in any lawsuit on this contract shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

13. Merger

This contract constitutes the entire contract between the parties. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

Delegate Code: 9995
State I.D. #: _____

Federal I.D. #: _____

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date



MULTNOMAH COUNTY OREGON

CHECK & BCC COPIES

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a ^{H.U.D.} revenue agreement with State Community Services for delegation to Multnomah County of Emergency Shelter Grant Program funds for former service area of Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
 Dpt. of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date September 15, 1988
 Total Amount of Agreement \$ 25,404*

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____

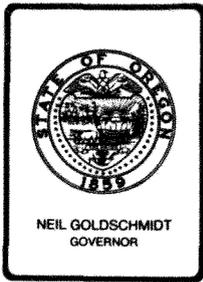
Requirements contract-requisition required
Purchase Order No. _____

*close-out balance remaining in assigned contract to be determined

Required Signatures:

Department Head _____ Date _____
 Purchasing Director _____ Date _____
 (Type II Contracts Only)
 County Counsel _____ Date _____
 Budget Office _____ Date _____
 County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
						<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)					
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code to be assigned 2023	\$ 25,404.00*	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 10, 1988

William Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear William:

Enclosed are four copies of your assigned contract addendums for the following programs:

<u>Program</u>	<u>Amount</u>	<u>Number</u>
CSBG	\$ 352,802.00	
CSBG Homeless	72,386.00	
DOE/EXXON 87-89	1,034,113.00	
DOE/EXXON 88	200,000.00	
✓ ESGP	25,404.00	
LIEAP WX	251,306.00	
LIEAP ADMIN.	175,211.00	
DOE T & TA	1,000.00	

Please sign all copies and return to State Community Services.

If you have and questions, please contact me or Joyce Rice of the Financial Management Team.

Sincerely,

Kelly Sedore

Kelly Sedore
Financial Management Team

enclosure

cc: Grant File

CS8mb004.ltr

EMERGENCY SHELTER GRANT PROGRAM
ADDENDUM TO AGREEMENT
between
OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)
and
COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

WHEREAS, an original contract between the parties exists for the operation of the referenced program in the amount of \$25,404 for the period beginning January 1, 1988, and ending September 15, 1988, and,

WHEREAS, this contract is now assigned to Multnomah County, effective July 1, 1988.

THEREFORE, all provisions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED:

ASSIGNED SUBGRANTEE:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland OR 97204

By _____
Community Services Program Date

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

SUBGRANTEE:

By _____
CAAP Executive Director Date

By _____
CAAP Board Chairperson Date

GRANTEE:

OREGON STATE COMMUNITY SERVICES
Department of Human Resources

By _____
Irma Flores-Gonzales, Manager Date

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

AGREEMENT FOR THE DELEGATION OF EMERGENCY SHELTER GRANT PROGRAM
(ESGP FUNDS)

Between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

By this agreement, the Grantee transfers \$25,404.00 to the Subgrantee for the period beginning January 1, 1988 and ending September 15, 1988 with the following conditions and requirements.

1. Work to be Performed

All work and activities under this agreement shall be performed in accordance with the provisions of Part C of Title V of HUD's appropriation for the Fiscal Year 1987, Section 101(g) Public Law 99-500 and the regulation contained in 24 CFR 575 and, particularly, the Debarred Contractors provisions contained in 24 CFR 575.59(f) as amended, the Federal Labor Standard Act, the Approved Work Program, the Approved Budget, the attached Assurance and the terms of this agreement. In addition, the Subgrantee and all Subgrantee contractors and subcontractors, shall comply with all applicable Federal laws, State statutes, and local ordinances in the performances of this contract.

2. Assurances

The Subgrantee assures that (a) no ESGP funds will be utilized for political activities, (b) no person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or activity funded, in whole or in part, with funds made available by this contract and (c) no discrimination be made on the basis of age under the Age Discrimination Act of 1975, 42 USC S 6101 et seq. or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, 29 USC S 701 et seq. It is also understood and agreed upon that the structure(s) being rehabilitated under this contract will be used as shelters for homeless individuals for three (3) years subsequent to the execution of this contract. If the shelter use of the referenced structure(s) is less than three (3) years, the State shall recover the grant funds on a pro-rata basis based on the actual amount of time the structure(s) was used as a shelter facility.

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STATE COMMUNITY
SERVICES PROGRAM

3. Fiscal and Program Management

The Subgrantee shall maintain financial and program records documenting all its expenditures and activities. These records will be maintained in accordance with generally accepted accounting principles. The Grantee, the Secretary of State's Office of the State of Oregon, the Federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Subgrantee which are directly pertinent to this delegation of funds for the purpose of making audit, examination, excerpts, and transcripts. Accurate and timely quarterly reports shall be filed by the 15th day of the month following the end of each calendar quarter. A final report will be due 15 days after the work is completed. Delinquent program, audit and/or financial reports, shall result in the withholding of all payments due to the Subgrantee from all contracts and agreements in effect between State Community Services (SCS) and the Subgrantee.

4. Audits

All grant transactions must be audited annually by a qualified and independent auditor in compliance with the standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States. The agency auditor must state in the audit report that the audit meets the cited standards. The audit report shall be submitted to the Grantee no later than 180 days following the end of the Subgrantee's accounting year or termination of this agreement. Payment to the Subgrantee shall be withheld if the requirements of these conditions are not met. The Subgrantee shall be responsible for the monitoring and audit requirements of any contractors and subcontractors of the Subgrantee.

5. Changes in Contract and Termination

The Grantee or the Subgrantee may initiate negotiated changes to this agreement, the approved work program and budget at any time. All such changes mutually agreed upon should be signed and attached to this contract as amendments. Either party, upon 30 days written notice delivered by Certified mail or in person, may terminate this agreement, in whole or in part, for cause which may include but not be limited to:

- (A) Failure to fulfill obligations under this agreement including compliance with the approved work program and approved budget.
- (B) Submission of reports that are untimely, fraudulent, incorrect or incomplete.

- (C) Improper or illegal use of funds provided under this agreement.
- (D) Any authorization, license, approval or filing necessary to allow Subgrantee to carry out its obligations under this agreement fails to be issued or granted, or expires, lapses, is revoked, withdrawn or withheld.
- (E) Subgrantee:
1. applies for or consents to the appointment of or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property;
 2. admits in writing its inability, or is generally unable to pay its debts as they become due;
 3. makes a general assignment for the benefit of its creditors;
 4. commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect);
 5. is adjudicated a bankrupt or insolvent;
 6. fails to contravert in a timely or appropriate manner or agrees in writing to, an involuntary petition for bankruptcy.
- (F) If SCS funding from Federal sources is not obtained and continued at a level sufficient to allow for funding of the indicated transfer, this contract may be modified to accommodate a reduction in funds.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party which have already accrued prior to such termination. The rights or remedies of Grantee shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

In the event of termination, all property, documents, data, studies, etc., and unexpended funds relative to this agreement, shall be remitted to the Grantee.

Hold Harmless Provisions

The Subgrantee agrees to indemnify, defend and hold harmless the State of Oregon and its officers, agents and employees from claims, lawsuits and judgments of whatever nature brought against those parties which arise from the activities of the Subgrantee, its contractors or subcontractors from their performance of the provisions of this agreement. These indemnity provisions shall not require the Subgrantee to defend or indemnify the State against any action based solely on the alleged negligence of the State.

Payments to Agencies

- a. Grantee shall pay an amount based on Subgrantee's grant application sufficient for 60 days' operation to Subgrantee upon the signing of this agreement.
- b. Grantee shall pay the next scheduled payment after the Subgrantee's "Request for CSBG Funds" form, attached as Exhibit A hereto, has been received and approved by the Grantee. Approval shall only be given if Subgrantee's cash level reaches 30 days cash requirements and all required CSBG Reports have been submitted to Grantee. Processing will normally take ten (10) working days.

Captions

The captions or headings in this contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this contract.

Severability

If any provision of this contract shall be held invalid or inenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceably any other provision hereof.

Assignment

Subgrantee shall not assign or transfer its interest in this contract without the express written consent of the Grantee.

Waiver

The failure of the Grantee to enforce any provision of this

12. Attorney Fees

The prevailing party in any lawsuit on this contract shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

13. Merger

This contract constitutes the entire contract between the parties. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

14. Special Conditions:

APPROVED:

COMMUNITY ACTION AGENCY
OF PORTLAND
812 SW WASHINGTON SUITE 300
PORTLAND, OR 97204

OREGON STATE COMMUNITY SERVICES

Irma Flores Gonzalez
Irma Flores-Gonzales

Date: 2-24-88

SUBGRANTEE:

[Signature]
Signature of Authorized Official

Date: 2/19/88

[Signature]
Signature of Authorized Official

Date: 2/19/88

01973

Delegate Code: 9995
State I.D. #: _____
Federal I.D. #: _____



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
Revenue
Grant Funding
Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement

Amendment # to Contract #
(Original Contract Amount)

Amendment # to Contract #
(Original Contract Amount)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of US Department of Energy and Exxon funds for weatherizing homes in the former service area of the Community Action Agency of Portland. The responsibility for managing these funds has been assigned to the DHS Director's Office.

RFP/BID # Date of RFP/BID Date of Exemption

Reviewed For MBE FBE Participation Contractor is MBE FBE

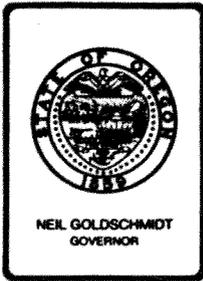
Contractor Name State of Oregon Dpt. of Human Resources
Mailing Address 207 Public Service Bldg. Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a
Effective Date July 1, 1988
Termination Date March 31, 1989
Total Amount of Agreement \$ 1,034,113 *

Payment Terms
Lump Sum \$
Monthly \$
Other \$
Requirements contract-requisition required
Purchase Order No.

*close-out balance remaining in assigned contract to be determined

Required Signatures:
Department Head Date
Purchasing Director Date
County Counsel Date
Budget Office Date
County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION, VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND.



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 10, 1988

William Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear William:

Enclosed are four copies of your assigned contract addendums for the following programs:

<u>Program</u>	<u>Amount</u>	<u>Number</u>
CSBG	\$ 352,802.00	
CSBG Homeless	72,386.00	
✓DOE/EXXON 87-89	1,034,113.00	
DOE/EXXON 89	200,000.00	
ESGP	25,404.00	
LIEAP WX	251,306.00	
LIEAP ADMIN.	175,211.00	
DOE T & TA	1,000.00	

Please sign all copies and return to State Community Services.

If you have any questions, please contact me or Joyce Rice of the Financial Management Team.

Sincerely,

Kelly Sedore
Financial Management Team

enclosure

cc: Grant File

CS8mb004.1tr

DOE/EXXON - 87-89 (DEXXON)
ADDENDUM TO AGREEMENT
between
OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)
and
COMMUNITY ACTION AGENCY OF PORTLAND
(hereinafter referred to as the Subgrantee)

WHEREAS, an original contract between the parties exists for the operation of the referenced program in the amount of \$1,034,113 for the period beginning August 5, 1987, and ending March 31, 1989, and,

WHEREAS, this contract is now assigned to Multnomah County, effective July 1, 1988.

THEREFORE, all provisions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

APPROVED:

ASSIGNED SUBGRANTEE:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland OR 97204

By _____
Community Services Program Date

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

SUBGRANTEE:

By _____
CAAP Executive Director Date

By _____
CAAP Board Chairperson Date

GRANTEE:

OREGON STATE COMMUNITY SERVICES
Department of Human Resources

By _____
Irma Flores-Gonzales, Manager Date

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

[MW-4990A-p/2]

FS

CS CODE 647-9-20-16-63-42 EXXON PROGRAM Amount: \$ 969,562.00
 CS CODE 647-9-20-13-47-42 DOE ADMIN Amount: \$ 64,551.00
 CS CODE 647-9-20-12-40-41 LIEAP Amount: \$ _____
 Amount: \$ 1,034,113.00

PROJECT TITLE: DOE/EXXON/LIEAP Low Income Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)

and

~~Community Action Agency of Portland (CAAP)~~
 (hereinafter referred to as the Subgrantee)

this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

Amount:	From:	To:
DOE Admin \$64,551.00	August 5, 1987	March 31, 1989
EXXON Program \$969,562.00	August 5, 1987	March 31, 1989

LAP

Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1987 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

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 STATE COMMUNITY
 SERVICES PROGRAM

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 87 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the Subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirements

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee, and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/EXXON/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/EXXON/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/EXXON/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/EXXON/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three years following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter.

If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including; compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/EXXON payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;
- e. Certification of a Community Action Agency (CAP) in your area.

- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/EXXON/LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DOE/EXXON/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay 17% of the DOE/EXXON grant amount and 25% of the LIEAP grant amount upon the signing of this agreement. Thereafter, Subgrantee shall receive a monthly reimbursement from Grantee after filing timely and accurate reports pursuant to Section 3 hereof. LIEAP Administrative Funds shall be paid according to the terms set out in the Addendum attached hereto.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employes and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employes under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement, shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the Grantee that sufficient funds are available to finance this Agreement as indicated.

APPROVED:

COMMUNITY ACTION AGENCY OF PORTLAND
(Agency)

812 SW Washington , Suite 300
(Address)

Portland Oregon 97205
(City) (State) (Zip)

Michael Jans, Executive Director
(Director)

Telephone: _____

Michael Jans
(Signature of Director)

Date: 2/10/88

Lou Savage
(Board of Directors Chairperson)

Lou Savage
(Signature of Chairperson)

Date: 2/10/88

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

Jama Flores Gonzales
(Signature of Manager)

Date: 2-18-88

01059

EXHIBIT A

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employes.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employes of state and local governments.
6. It will establish safeguards to prohibit employes from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

Community Action Agency of Portland (Hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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


Executive Director

(Subgrantee)

Date: 2/10/03

DOE/EXXON BUDGET INFORMATION

PART I - Agency Information

Name of Applicant Agency: Community Action Agency Of Portland

Contact Person: Jim Collell Phone 295-0301

Address: 812 SW Washington , Suite 300 Portland Oregon 97205

Program Title: USDOE/EXXON 87/88/89

Project Beginning Date: 8-5-87 Ending Date: 3-31-89 Date Submitted: 2-9-88

Part II - Material Inventory

List the ownership and dollar amount of your agency's most recent physical inventory of weatherization materials.

Ownership on 6/30/87	VALUE
<u>LIEAP WEATHERIZATION</u>	\$ <u>Ø</u>
<u>DOE WEATHERIZATION</u>	\$ <u>Ø</u>
<u>EXXON WEATHERIZATION</u>	\$ <u>Ø</u>
<u>Summer Youth Wx leftovers</u>	\$ <u>2,705.00</u>
<u>(Other - Identify)</u>	\$ <u> </u>
<u>TOTAL VALUE</u>	\$ <u>2,705.00</u>

Part III - Warehouse Information

List information for all Weatherization Grants.

<u>Location(s)</u>	<u>Area (in square feet)</u>	<u>Square Foot Price/Month</u>
<u>1) 3600 SE Main, Garage # 4</u>	<u>128</u>	<u>\$.3125</u>
<u>2) NE Gantenbein, #189</u>	<u>25</u>	<u>\$.60</u>
<u>* #2 above is a high security facility called Public Storage)</u>		

PART IV - Budget Categories 1 - Doe/Exxon Weatherization Funds (round to nearest dollar)

	1. Doe Admin.	2. Exxon Liability Insurance	3a. Exxon Transportation/ Travel	3b. Exxon Program Support Labor	3c. Exxon Tools & Equipment	3d. Exxon Space	4. Exxon Installer Labor	5a. Exxon Materials	5b. Exxon Storage	6. Total Budget
1st Quarter* Ending 9/30/87 Expense	0	0	0	0	0	0	0	0	0	0
2nd Quarter Ended 12/31/87 Expense	10759	260	683	27320	2000	2133	67666	66253	110	\$177184
3rd Quarter Ended 3/31/88 Expense	10759	260	683	22200	5600	2133	67667	66254	110	175666
4th Quarter Ended 6/30/88 Expense	10759	260	683	22200	250	2133	67666	66253	110	170314
5th Quarter Ended 9/30/88 Expense	10759	260	683	22200	250	2133	67667	66254	110	170316
6th Quarter Ended 12/31/88 Expense	10759	261	684	22200	250	2134	67666	66253	110	170317
7th Quarter Ended 3/31/89 Expense	10759	261	684	22200	250	2134	67667	66254	110	170319
Total Expense	\$64551	\$1562	\$4100	\$138320	\$8600	\$12800	\$405999	\$397521	\$660	\$1034113

DOE FUNDS ONLY:

Administration \$ 64,551 (1) 100%

EXXON FUNDS ONLY:

Liability Insurance \$ 1,562 (2) 0.16%

Program Support \$ 569,819 (3a-4) 58.7 %

Installers Labor \$ 405,999 (4) 41.8%

Materials \$ 398,181 (5a,b) 41 %

Total \$ 1,034,113 (1-5b)

Please Note:

As per our SCS approved LIEAP '87 contract, CAAP nets all program income prior to any charges to SCS Wx contract reports.

PART V - Budget Categories Projected Program Income (round to nearest dollar)

	1. Admin.	2. Liability Insurance	3a. Transpor- tation/ Travel	3b. Program Support Labor	3c. Tools & Equipment	3d. Space	4. Installer Labor	5a. Materials	5b. Storage	6. Total Budget
1st Quarter*	<i>Please see the note at upper right corner of this page. CAAP fiscal staff apply expenses first to program income (if any is generated) and any remaining charges, if eligible and budgeted are charged to the appropriate Wx contract. CAAP does not project that any program income will be generated in excess of legitimate costs of operating the programs. IF any is generated "in excess" - SCS would receive the unexpended balance of federal funds from the affected Wx contract.</i>									
Prog. Income										
2nd Quarter										
Prog. Income										
3rd Quarter										
Prog. Income										
4th Quarter										
Prog. Income										
5th Quarter										
Prog. Income										
6th Quarter										
Prog. Income										
7th Quarter										
Prog. Income										
Total										
Projected										
Prog. Income										

PROGRAM INCOME ONLY:

Administration \$ _____ % Installers Labor \$ _____ %
 Liability Insurance \$ _____ % Materials \$ _____ %
 Program Support \$ _____ % Total \$ _____

August & September, 1987

74001 fmc

PART VI - Budget Itemization DOE/EXXON Weatherization Funds

Budget Category	Description of Item and Basis for Valuation	Amount/Value
1. USDOE Admin	CAAP core costs for audits of '87/88/89 (long contract)	3000
	Professional services (ie legal, clerical, trainers, etc)	5000
	Admin supplies, office supplies for Fiscal & Exec staff	8000
	Telephone local & long distance charges of CAAP staff	5100
	Postage all- admin & client related (DEXXON share)	1800
	Space costs of the administrative personnel	1600
	Printing & advertising costs (ie personnel hiring)	400
	Admin staff travel (ie to SCS, monitoring, etc)	500
	Admin equipment purchases (DEXXON share of each)	500
	Photocopier & other maintenance costs within Admin unit	500
	CAAP fees, dues, etc (ie CADO, OECA, newsletters, etc)	1000
	Non personnel admin costs to DEXXON contract subtotal	(27700)
2. Liability Ins.	Wx liability added to CAAP (\$87/mo x 18 mos DEXXON share)	1562
3a. Prog Sup Trans	fuel, oil, insurance on Pinto, & Pickup plus reimbursed	4100
3b. Prog Sup Labor	See details attached on Part VII	138320
3c. Tools/Equip	Purchase a vehicle for audits/inspections (Pinto dying)	5500
	Equip Maint. Replacement parts ie smoke pencils, tape measures, etc	3100
3d. Space Prog Sup	Wx staff occupies \$700/mo share of CAAP for 18 mos	12800
4. Installer Lab.	see attached details in Part VII	405999
5a. Materials	Invoiced by measure and by job done and inspected	397521
5b. Storage of Mtls.	see details in Part III	660
	GRAND TOTAL	1034113

FART VII + DOE/EXXON PERSONNEL

Budget Category/ Current Employee Name	Position Title	% of FTE Time	Annual Fringe Benefits	WX Annual Salaries	Total
Administration	Executive Director (allocated M & G)	3.8	1276	4354	5630
	Business Manager	2.7	1900	6334	8234
	Fiscal Officer	0.5	1014	3382	4396
	Accountant	6.1	1376	4584	5960
	Auditor	0.5	80	266	346
	Clerical	5.5	812	2710	3522
	Contracts Manager	0.5	4597	4166	8763
Administration Totals			11055	25796	36851
Program Support Labor	Wx Coordinator		7273	16969	24242
	Field Services Manager (Aud./Insp. Coord.)		6245	14570	20815
	Wx Contracts Manager		5545	12935	18480
	Wx Energy Auditor(s)/Inspector(s)		13024	30389	43413
	Wx Admin Asst (direct program support)		5506	12847	18353
	Wx Office Assistant (program support)		3903	9114	13017
Prog. Support Totals			41496	96824	138320
Installer Labor	Up to 14 different firms each of which itemize their labor costs per measure and per job. All installer labor is for work authorized on a CAAP Wx workorder form and only on eligible client units, and only at their competitive price as submitted in the annual bidding process that SCS has previously approved.				405999
Installer Totals		NA	NA	NA	405999
GRAND TOTALS			52551	122620	581170



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # 1 to Contract # 102978
(Original Contract Amount 111,777)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone 248-3782 Date 6/21/88
Department Human Services Division Administration Bldg/Room 160/7th

Description of Contract Addendum to US DOE weatherization revenue agreement with State Community Services for \$1,000 to be used for training and technical assistance by Human Solutions, Inc. Responsibility for managing these funds has been assigned to the DHS Director's Office as a result of the MCCA spin-off.

RFP/BID # N/A Date of RFP/BID N/A Date of Exemption N/A

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State Community Services
Mailing Address 207 Public Service Bldg.
Salem, Oregon 97310
Phone 1-378-4729
Employer ID# or SS# N/A

Payment Terms
 Lump Sum \$ 1,000
 Monthly \$ _____
 Other \$ _____

Effective Date July 1, 1988

Termination Date March 31, 1989

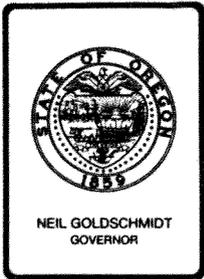
Total Amount of Agreement \$ 111,777
Addendum: 1,000
Total \$112,777

Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____
Purchasing Director _____ Date _____
(Type II Contracts Only)
County Counsel _____ Date _____
Budget Office _____ Date _____
County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
						<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)					
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT	\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					US DOE Rev. Code 2077	\$1,000	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

May 25, 1988

Don Eckton, Director
Multnomah County Community
Action Agency
4420 S.E. 64th
Portland, OR 97206

Dear Mr. Eckton:

Enclosed are four copies of the U.S. Department of
Energy (DOE) Addendum to Agreement.

Please sign and return all copies to this office as soon
as possible.

If you have any questions, please call me at 378-4729.

Sincerely,

Joyce Rice
Financial Management Team

Enclosure

cc: Grant File

064.mb

RECEIVED
MAY 27 1988
MCCAA

U.S. DEPARTMENT OF ENERGY (DOE)
ADDENDUM TO AGREEMENT

between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
(hereinafter referred to as the Subgrantee)

WHEREAS, an original contract between the parties exists for the operation of the referenced program in the amount of \$111,777 for the period beginning April 1, 1988, and ending March 31, 1989, and,

WHEREAS, a supplemental grant in the amount of \$1,000 is being transferred to the Subgrantee from the Grantee for training and technical assistance purposes.

THEREFORE, all provisions of the original agreement are still in effect. This addendum, to be valid, must be signed by all parties to the original contract.

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

SUBGRANTEE
MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland OR 97204

GRANTEE
OREGON STATE COMMUNITY SERVICES
Department of Human Resources

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager Date

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date



MULTNOMAH COUNTY OREGON

73-74
J.160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 30, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

In the matter of ratification of a Letter of Agreement between Multnomah County Social Services Division and Multnomah County Community Action Agency (MCCAA) transferring MCCAA from County operation to Human Solutions, Inc., a newly formed private, non-profit agency effective July 1, 1988 R-30)

Commissioner Anderson moved, duly seconded by Commissioner Kafoury, that the above-entitled matter be approved.

Duane Zussy, Human Services Director, explained that the document before the Board is the final Letter of Agreement.

Discussion followed regarding which copy was being considered.

Mr. Zussy noted that the correct copy was dated June 29.

Following discussion, Commissioner Anderson moved approval of the revised agreement, duly seconded by Commissioner Casterline.

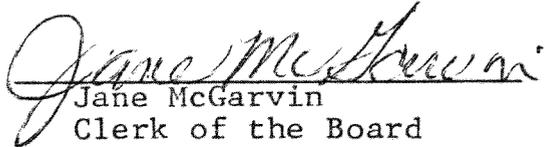
Commissioner Kafoury explained that revisions were being made as late as yesterday afternoon, and that the agreement was thoroughly combed by both attorneys.

Following discussion, the motion was considered, and it is unanimously

ORDERED that said revised intergovernmental agreement dated June 29, 1988 be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Social Services

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 6/30/88
Agenda No. R-30

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: RATIFICATION OF LETTER OF AGREEMENT

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT HUMAN SERVICES DIVISION SOCIAL SERVICES

CONTACT SUSAN CLARK/DENISE CHUCKOVITCH TELEPHONE 248-3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of a Letter of Agreement between Multnomah County Social Services Division and Multnomah County Community Action Agency (MCCAA) transferring MCCAA from County operation to Human Solutions, Inc., a newly formed private, non-profit agency effective July 1, 1988.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL / RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
- General Fund

Other _____

SIGNATURES:

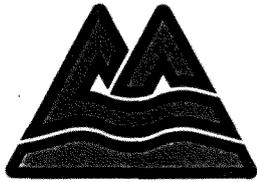
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (initials)

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

Approved
6/30/88 (1)
Budget

DEPARTMENT OF HUMAN SERVICES
7th FLOOR J. K. GILL BUILDING
426 S.W. STARK STREET
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

June 30, 1988

G. Joseph Gorciak III, Chair
Human Solutions, Inc.
108 Third Street
P.O. Box 417
Hood River, Oregon 97031

JUN 29 1988

Dear Mr. Gorciak:

It is with great anticipation that we enclose the Transfer Agreement between Multnomah County and Human Solutions, Inc. This agreement establishes conditions of the transfer of operation of services formerly provided by Multnomah County Community Action Agency to Human Solutions, Inc. We are pleased that we will meet our July 1 deadline for implementation and that services to our clients will not be interrupted.

We know this agreement represents the culmination of many months of planning effort and hard work by many individuals, including the staff of MCCA and the generous volunteer time of both the MCCA Board and the new HSI Board of Directors. We are also aware that you personally devoted many hours to the creation of a new agency that is capable of taking on such a major responsibility. We extend the appreciation of the entire Board of County Commissioners for this effort.

This agreement is limited to the transfer of operations and employees. Although your service contract and ongoing funding relationship will be with the Community Action Agency of Portland (or its successor) and the County will not have an ongoing operational contract with HSI, we look forward to HSI's continued participation in the County-wide community action service delivery system.

The agreement sets out the fine points of the transfer but does not really address the underlying intent or the terms of our new relationship. The transfer agreement is predicated on the following expectations:

Continuity of existing services provided by HSI to low-income families in mid and east Multnomah County will be maintained for at least FY 88/89. Changes in the services available for years 89/90 and beyond may be dictated by the CAA planning process.

The County anticipates making a contribution of general fund dollars to the operation of HSI in FY 89/90 so long as HSI continues to be a part of the County-wide community action service delivery system. Funds appropriated in FY 88/89 on a one-time-only basis will not be repeated.

G. Joseph Gorciak III, Chair
Human Solutions, Inc.
June 30, 1988
Page Two

During FY 88/89, HSI will undertake private fundraising to support the costs of operating current programs (and any additional initiatives) with the ultimate goal of funding its administrative expenses independent of County General Fund contributions.

If good faith efforts to raise private funds are unsuccessful so as to jeopardize the delivery of services to mid and east Multnomah County, HSI may approach the County for assistance. It is not currently contemplated however that any further funds will be forthcoming for FY 88/89 beyond those identified in the transfer agreement.

The actions of supporting the recommendations of the Emergency Basic Needs Committee and transferring MCCA's operations signify the County's intent to assure an equitable County-wide community action service system. ?

We look forward to an improved community action system and wish you and your new agency the best luck and much success in your future endeavors.

Sincerely,

Gladys McCoy
Multnomah County Chair

Commissioner Pauline Anderson

Commissioner Polly Casterline

Commissioner Gretchen Kafoury

Commissioner Caroline Miller

[3055B] SSD 06/29/88

LETTER OF AGREEMENT

- PREAMBLE: ° The Board of County Commissioners unanimously passed Resolution 88-25 on March 3, 1988, adopting recommendation of the Emergency Basic Needs Committee which included the "transition of MCCA to a private not-for-profit agency capable of continuing to deliver quality services in Mid and East County." This agreement sets down the conditions of this transition with the intent that services to mid and east Multnomah County will be maintained or enhanced through this action.
- PARTIES: ° Multnomah County by and through the Social Services Division, Department of Human Services, hereinafter referred to as "COUNTY" and Human Solutions, Inc., hereinafter referred to as "HSI".
- PURPOSE: ° To establish the conditions of the transfer, effective 7/1/88, of those services, employees and funding presently operating as the County program called Multnomah County Community Action Agency, or MCCA, from County operation to HSI.
- FUNDING: ° For the Fiscal Year 1988-89, COUNTY agrees that all Federal/State CSBG, LIEAP, LIEAP Weatherization, DOE, EXXON and Stripper Well funds previously allocated to MCCA, by State Community Services Program will be subcontracted to HSI through the successor to the Community Action Agency of Portland (CAAP). County agrees that no direct, indirect or administrative costs will be withheld and County will pass this requirement on to CAAP's successor.
- ° On July 1, 1988 COUNTY will pay HSI \$152,446 of County General Funds as a one-time-only start-up payment so that HSI may begin business immediately with cash-flow. These County General Fund dollars include \$38,856 of one-time-only support and \$113,590 operational support. Of the operational support, \$42,280 is allocated to direct services and \$75,877 is for administration.
- ° Both parties agree that this agreement is subject to the availability of Federal, State and Local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY will notify HSI as soon as notification is received from the fund source.

EMPLOYEE
ASSURANCES:

- HSI agrees, to the extent it is legally obligated, to conform to Oregon Revised Statutes 236.610 through 236.650 in the management of its personnel policies and procedures with regard to County employees transferred to HSI pursuant to this agreement.
- COUNTY employees shall be transferred subject to the HSI classifications, salaries, benefits and personnel policies attached to this agreement.
- HSI agrees that it will not discriminate in hiring employees or providing services on the basis of race, color, religion, sex, ethnicity or age and pursuant to federal requirements, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance."

SPACE:

- HSI will continue to occupy space at the Wikman Building under the same conditions as MCCA A enjoyed until space at the facility known as the David Douglas Administration Building is ready for occupancy. A lease establishing these conditions will be negotiated no later than July 30, 1988.
- COUNTY agrees to lease to HSI space at the facility formerly known as the David Douglas Administration Building at 2900 S.E. 122nd. It is COUNTY's intent that the rent charged will be no greater than that which would have been charged if HSI were still a County program.
- Both parties agree to negotiate a lease for rental of the space that includes but is not limited to: cost per square foot of space, including maintenance costs; term of agreement; payment provisions; conditions of termination or modification and any special requirements.
- County agrees that any portion of lease costs rebated to the County by the David Douglas School District in exchange for improvements made to the building with any portion of CDBG funds set aside in 1985 for the mid-county community center project shall be rebated to HSI in direct proportion to the amount of space occupied by HSI relative to the total amount of space leased by the County in the current lease year.

EQUIPMENT:

- COUNTY agrees to transfer to HSI all goods and expendable supplies which are onsite at current MCCAAs facilities or are receivable upon the effective date of this agreement.
- COUNTY agrees to transfer all equipment presently used in the operation of the transferred programs and services. Equipment is identified in the inventory attached to this agreement.
- HSI agrees that, if it ceases to continue providing community action and emergency basic need services within Multnomah County, all transferred equipment will revert to the County and/or the State for disposition.

VEHICLES:

- COUNTY agrees to transfer all vehicles purchased with program funds and presently used for the operation of the MCCAAs programs, as identified in the attached inventory.
- COUNTY agrees to lease to HSI through 9/30/88 three Ford Pintos at the rate of \$.30 per mile. HSI will be billed monthly and HSI will pay the bill within 30 days of receipt of that bill. This agreement is subject to HSI procuring insurance for the operation of the vehicles, including liability coverage in accordance with ORS 806.080.
- HSI agrees that if it ceases to continue providing community action and emergency basic needs services within Multnomah County, all transferred vehicles will revert to the County and/or the State for disposition.

FISCAL
ASSURANCES:

- All accounts payable liabilities incurred on or before June 30, 1988 will remain with Multnomah County. In order to liquidate these liabilities, all payment vouchers must be identified by funding source and submitted to Accounts Payable no later than July 25, 1988 for payment. If no funding source monies are available for the payment, HSI will be billed. If payment isn't made within 30 days, County will withhold funds from CAAP's successor, who will in turn withhold funds from HSI.
- All accounts receivable outstanding as of June 30, 1988 will remain with Multnomah County. Any monies received by HSI to cover these accounts receivable will be turned over to the Multnomah County Finance Division immediately upon receipt. Collections will be applied by funding source and a monthly reconciliation will be provided to HSI.

- ° Advances will be handled as current year (FY 1988-89) receipts if the funding source continues with HSI. Any other outstanding advances as of June 30, 1988 will need to be handled according to the grantor's directions.
- ° The Imprest Bank Account shall be closed. All imprest cash funds together with all petty cash funds and all balancing receipts must be turned into the Multnomah County Finance Division on June 30, 1988.

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____ Date _____ By _____ Date _____
 Agency Director Social Services Division

By _____ Date _____ By _____ Date _____
 Agency Board Chair Dept. of Human Services

By _____ Date _____
 Gladys McCoy
 Multnomah County Chair

APPROVED AS TO FORM:
 Laurence Kressel
 Multnomah County Counsel

By _____ Date _____
 Deputy County Counsel



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Chair
Board of County Commissioners

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: Gary Smith, Director
Social Services Division

DATE: June 23, 1988

SUBJECT: MCCA Transfer Agreement

Recommendation: The Social Services Division, Department of Human Services, recommends County Chair approval and Board of County Commissioners ratification of the Letter of Agreement transferring MCCA from county operation to Human Solutions, Inc. (HSI), a private nonprofit agency. (Draft agreement attached).

Analysis: The transfer of MCCA from county operation to Human Solutions, Inc. is to be effective July 1, 1988. The attached draft agreement will be reviewed by the HSI board on Sunday, June 26, 1988, and finalized prior to BCC informal review on Tuesday, June 28, 1988. Only minor revisions are anticipated between this draft and the final document. County General Fund support of \$152,446 will be provided during FY 88/89.

Background: The Board of County Commissioners directed the Social Services Division, Department of Human Services, to transfer MCCA from the county to private nonprofit agency status as a component of the larger plan to establish a single countywide community action agency (CAA). This CAA, which will come into existence July 1, 1988, will contract with the county to administer community action funds and will subcontract with HSI and other agencies to provide community services.

LETTER OF AGREEMENT

- PARTIES: ◦ Multnomah County by and through the Social Services Division, Department of Human Services, hereinafter referred to as "COUNTY" and Human Solutions, Inc., hereinafter referred to as "HSI".
- PURPOSE: ◦ To establish the conditions of the transfer, effective 7/1/88, of those [certain] services, employees and funding presently operating as the County program called Multnomah County Community Action Agency, (MCCAA) from County operation to HSI.
- FUNDING: ◦ For the Fiscal Year 1988-89, COUNTY agrees that all State CSBG, LIEAP, LIEAP Weatherization, DOE, EXXON and Youth Conservation Corps funds [otherwise dedicated] previously allocated to MCCAA, together with \$152,446 in County General Funds, will [transfer] be subcontracted to HSI through the [newly formed county-wide Community Action Agency] successor to the Community Action Agency of Portland (CAAP). County agrees that it will pass these funds on intact [It is agreed that funds will be passed through intact] - no direct, indirect or administrative costs will be withheld and County will pass this requirement on to CAAP's successor. [by the County or the newly formed Community Action Program].
- Both parties agree that this agreement is subject to the availability of Federal, State and Local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY will notify HSI as soon as notification is received from the fund source.
- COUNTY has allocated \$152,446 to the operation of programs to be provided by HSI for the FY 1988-89. This is a twelve month allocation; however, on July 1, 1988 COUNTY will advance to HSI the entire \$152,446 so that HSI may immediately begin business with adequate cash-flow. Any future CGF allocations to HSI will be passed through CAAP's successor as part of the subcontract agreement between HSI and CAAP's successor. The reporting and accounting requirements for this advance payment made by COUNTY will be included in and made part of that subcontract agreement. These CGF dollars include \$38,856 of one-time-only support and \$113,590 [base operating] operational support. Of the [base] operational support, \$42,280 [of] is allocated to direct services [support] and \$75,877 [of] is for administration [administrative support].

- Both parties understand COUNTY will eliminate the one-time-only funding for HSI in the second year and that it is COUNTY'S intent to reduce County General Fund support specific to HSI in the second and subsequent years of transfer in favor of providing equal CGF support to all areas of the County [so as to reduce and eventually eliminate the General Fund subsidy]. HSI agrees to engage in fund raising activity in an effort to offset any CGF reductions.

EMPLOYEE
ASSURANCES:

- HSI agrees, to the extent it is legally obligated, to conform to Oregon Revised Statutes 236.610 through 236.650 in the management of its personnel policies and procedures with regard to County employees transferred to HSI pursuant to this agreement.
- COUNTY [agrees to the transfer of employees] employees shall be transferred subject to the HSI classifications, salaries, benefits and personnel policies attached to this agreement.
- HSI agrees that it will not discriminate in hiring employees or providing services on the basis of race, color, religion, sex, ethnicity and pursuant to federal requirements, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance."

SPACE:

- COUNTY agrees to lease to HSI space at the facility formerly known as the David Douglas Administration Building at 2900 S.E. 122nd pursuant to the attached lease agreement. It is [further agreed] County's intent that the rent charged will be no greater than that which would have been charged if HSI were still a County program. (Add agreement to include escape clause for HSI to terminate with reasonable notice.)
- Both parties agree to negotiate a lease for rental of the space that includes but is not limited to: cost per square foot of space, including maintenance costs; term of agreement; payment provisions; conditions of termination or modification and any special requirements.
- [County agrees that any portion of lease costs rebated to the County by the David Douglas School District in exchange for improvements made to the building with any portion of CDBG funds set aside in 1985 for the mid-county community center project shall be rebated to HSI in direct proportion to the amount of space occupied by HSI relative to the total amount of space leased by the County in the current lease year.]
- [County agrees to remodel and furnish the space according to the plans developed by Bainbridge and Associates and approved by County Facilities Management and HSI. Such improvements will include, but are not limited to, carpeting and painting of space occupied by HSI, installing a central air conditioning system for the HSI portion of the building, providing modular Herman Miller panels adequate to provide individual space for all HSI employees, and insuring an adequate supply of heat, light and electrical access.]

EQUIPMENT:

- COUNTY agrees to transfer to HSI all goods and expendable supplies which are onsite at current MCCAAs facilities or are receivable upon the effective date of this agreement.
- COUNTY agrees to transfer all equipment presently used in the operation of the transferred programs and services. Equipment is identified in the inventory attached to this agreement.
- HSI agrees that, if it ceases to continue providing community action and emergency services within Multnomah County, all transferred equipment will revert to the County and/or the State for disposition.
- [HSI agrees to keep the equipment in a state of good repair at its own expense.]
- [HSI agrees that all items transferred will be used for the purposes of the agreement ... (security interest language to be substituted for this).]

VEHICLES:

- COUNTY agrees to transfer all vehicles purchased with program funds and presently used for the operation of the MCCAAs programs, as identified in the attached inventory.
- COUNTY agrees to lease to HSI through 9/30/88 three Ford Pintos at the rate of \$.30 per mile. HSI will be billed monthly by the _____th of the month following use and HSI will pay the bill by the _____. This agreement is subject to HSI procuring insurance for the operation of the vehicles, including liability coverage in accordance with State requirements.
- HSI agrees that, if it ceases to continue providing community action and emergency services within Multnomah County, all transferred vehicles will revert to the County and/or the State for disposition.
- [HSI agrees to procure and maintain insurance for operation of the vehicles described in Attachment _____, including liability coverage with a minimum limit of _____ per accident or occurrence and collision coverage with a minimum limit of _____ per vehicle.]
- [HSI agrees to keep the vehicles in a state of good repair at its own expense. (HSI suggested this be deleted . . .)]
- [HSI agrees to use the vehicles in direct support of HSI services (add security interest language).]

FISCAL
ASSURANCES:

- All accounts payable liabilities incurred on or before June 30, 1988 will remain with Multnomah County. In order to liquidate these liabilities, all payment vouchers must be identified by funding source and submitted to Accounts Payable no later than July 25, 1988 for payment. If no funding source monies are available for the payment, HSI will be billed. If payment isn't made within 30 days, County will withhold funds from CAAP's successor, who will in turn withhold funds from HSI.

All accounts receivable outstanding as of June 30, 1988 will remain with Multnomah County. Any monies received by HSI to cover these accounts receivable will be turned over to the Multnomah County Finance Division immediately upon receipt. Collections will be applied by funding source and a monthly reconciliation will be provided to HSI.

Advances will be handled as current year (FY 1988-89) receipts if the funding source continues with HSI. Any other outstanding advances as of June 30, 1988 will need to be handled according to the grantor's directions.

The Imprest Bank Account shall be closed. All imprest cash funds together with all petty cash funds and all balancing receipts must be turned into the Multnomah County Finance Division on June 30, 1988.

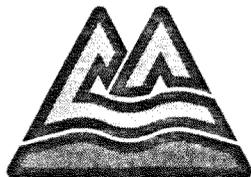
[3055B] MAS 5/31/88

cc: HSI Board
Don Eckton
Marie Reeder
Duane Zussy
Gary Smith
Susan Clark
Bill Thomas
Ramsey Weit
Teri Anderson
Wayne George
Tom Guiney
Jean Uzelac
Mindy Brown
Carrie Miller
Barbara Donin
Bill Farver/Martin Winch

NOTE

--- underscore =
new language

[] = deleted language



MULTNOMAH COUNTY OREGON

74
J160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 30, 1988

Mr. John Angell, Director
Department of Justice Services
1120 SW Fifth
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

In the matter of ratification of an amendment to)
Section 3 of 1986 agreement with Clackamas County)
increasing the annual reimbursement to Multnomah)
County for use of the Medical Examiner's facili-)
ties from \$7,790 to \$8,569 per year R-31)

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By *Jane McGarvin*
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Medical Examiner

DATE SUBMITTED 6/20/88

(For Clerk's Use)
Meeting Date 6/30/88
Agenda No. R-31

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement (Amendment)

Informal Only* _____
(Date)

Formal Only June 30, 1988
(Date)

DEPARTMENT Justice Services

DIVISION Medical Examiner

CONTACT Bob Felton

TELEPHONE X-3746

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Bob Felton

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Amending SEction 3 of existing 1986 agreement with Clackamas County to increase the annual reimbursement to Multnomah County for use of the Medical Examiner's facilities from \$7,790 to \$8,569

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 mins.

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund
 Other _____

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 23 AM 11:50
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

Amendment to above, Number _____
(Original Contract Amount \$7,790.00)

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment to above, Number _____
(Original Contract Amount _____)

Contact Person Robert D. Felton Phone 248-3746 Date _____

Department Justice Services Division Medical Examiner Bldg/Room 315

Description of Contract Clackamas County to reimburse Multnomah County for services rendered by the Multnomah County Medical Examiner Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name Clackamas Co. Financial Admin.

Mailing Address 902 Main St.
Oregon City, Oregon 97045

Phone _____
Employer ID# or SS# _____

Effective Date July 1, 1988

Termination Date _____

Total Amount of Agreement \$ 8,569.00

Payment Terms

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ _____
Quarterly

Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head *John S. Angue* Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
									<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)		
VENDOR CODE		VENDOR NAME					TOTAL AMOUNT	\$			
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
										\$	
										\$	
										\$	
										\$	

TO

Bob Felton

ME's Office

F
R
O
M

Jeanette McKeown
Public Health
1425 S Kaen Rd
Oregon City OR 97045

↓ SUBJECT Amendment to ME Agreement

DATE 6 / 8 / 88

MESSAGE Per telephone conversations, attached are four copies
of the amendment increasing the fee for autopsy service
from \$7,790 to \$8,569.

As I said, we need two returned with original signatures.

SIGNED *Jeanette McKeown*

REPLY

SIGNED

DATE / /

REDIFORM® 45 472

SEND PARTS 1 AND 3 WITH CARBON INTACT -
PART 3 WILL BE RETURNED WITH REPLY.

POLY PAK (50 SETS) 4P472

This agreement amends Section 3 of the attached 1986 agreement with Clackamas County to increase the annual reimbursement to Multnomah County for use of the Medical Examiner's Facility from \$7,790 to \$8,569.

CLACKAMAS COUNTY, OREGON

By



APPROVED AS TO FORM

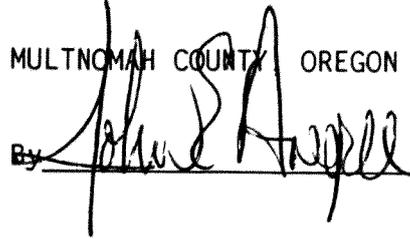
COUNTY COUNSEL
FOR CLACKAMAS COUNTY, OREGON

By



MULTNOMAH COUNTY, OREGON

By



APPROVED AS TO FORM

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

Laurence Kressel, County Counsel

By

Gladys McCoy, Chair

1764F/LG/kd

DEPARTMENT OF JUSTICE SERVICES

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into as of the 10th day of July, 1986, by and between MULTNOMAH COUNTY, a home rule ~~political~~ subdivision of the State of Oregon (hereinafter referred to as "Multnomah") and CLACKAMAS COUNTY, (hereinafter referred to as "Clackamas").

WHEREAS, Clackamas requires and uses services and expertise available and provided by Multnomah by and through the Medical Examiner's Office; and

WHEREAS, Multnomah is capable and desirous of continuing to provide those services; and

WHEREAS, it is mutually beneficial to continue or expand upon the present arrangement; now, therefore,

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 begin on January 1, 1986, and shall continue in perpetuity unless terminated under the provisions hereof.

2. Services.

Multnomah, through the Medical Examiner's Office, shall accept from Clackamas referrals that require examination by a pathologist, and the expense of supplies involved in those examinations. Multnomah shall provide storage pending final disposition.

Multnomah shall track the number of cases originating in Clackamas each year.

3. Compensation.

Compensation shall be fixed in the amount of \$7,790.00 per year for calendar year 1986. Compensation for future calendar years shall be \$7,790.00 per year unless Multnomah notifies Clackamas of a change in writing at least ninety (90) days before the end of the calendar year. 3

4. Termination.

This Agreement may be terminated by mutual written consent of the parties or by either party upon sixty (60) days written notice. This Agreement will be automatically terminated if the Board of County Commissioners for either party fails to appropriate funds for performance of the obligations specified herein.

5. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

6. Integration.

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

7. Multnomah is Independent Contractor.

A. Multnomah shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph 3 of this Agreement.

B. Clackamas County and Multnomah County are public bodies within the meaning of ORS 30.265 and shall each be responsible for the torts of its own employees and agents.

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

CLACKAMAS COUNTY, OREGON

By 

APPROVED AS TO FORM

SCOTT H. PARKER, COUNTY COUNSEL
FOR CLACKAMAS COUNTY

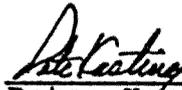
By 

MULTNOMAH COUNTY, OREGON

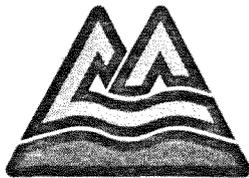
By 

APPROVED AS TO FORM

JOHN B. LEAHY, COUNTY COUNSEL
FOR MULTNOMAH COUNTY OREGON

By 
Peter Kasting
Assistant County Counsel

4023C/jdm



MULTNOMAH COUNTY OREGON

74
5,160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 30, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

Budget Modification Nondepartmental #17 making)
appropriation transfers from General Fund Con-)
tingency, to increase annual BIT payment to East)
County cities by \$148,774, and increases annual)
BIT payment to cover disputed arrears by)
\$92,000 R-32)

Upon motion of Commissioner Miller, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Commissioner Miller congratulated the negotiation staff who completed this agreement. The Board concurred.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 6/30/88 (Date)

DEPARTMENT Nondepartmental DIVISION BIT
CONTACT Dave Warren TELEPHONE _____
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Increases annual BIT payment to cities.

(Estimated Time Needed on the Agenda)

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

[] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Increases annual BIT payment to East County cities by \$148,774 (from \$587,250 to \$736,023).

Increases annual BIT payment to cover disputed arrears (\$92,000).

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 21 AM 11:35
MULTI-NOMAH COUNTY
OREGON

To Budget
7/18/88

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) \$ _____
(Date)
After this modification \$ _____

Originated By <u>Dave Warren</u> Finance/Budget	Date <u>6/17/88</u>	Department Director <u>Linda D. Steward</u> Employee Relations	Date <u>6/17/88</u>
Board Approval <u>Barbara E. Jones</u>		Date <u>6/30/88</u>	

EXPENDITURE

TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		100	050	9335			6060	587.250	736.023	148.773		
		100	045	9120			7700			(148.773)		Reduce GF Contingency
		100	055	9335			6060			92.000		
		100	045	9120			7700			(92.000)		Reduce GF Contingency

//////
 TOTAL EXPENDITURE CHANGE // - 0 - TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description

//////
 TOTAL REVENUE CHANGE // TOTAL REVENUE CHANGE

6-30-88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION NOND #17 APPROVED.

R-32

BOARD OF
COUNTY COMMISSIONERS
1988 JUL 20 AM 11:17
MULTNOMAH COUNTY
OREGON



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

DATE SUBMITTED June 23, 1988

(For Clerk's Use)
Meeting Date 6/30/88
Agenda No. R-33

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Park Transfer

Informal Only June 28, 1988
(Date)

Formal Only June 30, 1988
(Date)

DEPARTMENT Chair DIVISION _____

CONTACT G. Nelson TELEPHONE 248 3308

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD G. Nelson

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This Board action will transfer ownership of Woods Park in S.W. Portland to the City of Portland. This transfer is pursuant to an Intergovernmental Agreement with the City of Portland.

88-115

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 1 minute

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund
 Other _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
1988 JUN 23 AM 11:47

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

MEMORANDUM

TO : Lorene Post, Oregonian

FROM : Grant Nelson *gn*
Staff Assistant for Multnomah County Chair

DATE : June 7, 1988

RE : Advertising for Park Transfer Hearing

Please run the following public notice on June 16, June 23 and June 30, 1988. Billing should be to this office ATTN: Clerk of the Board.

NOTICE OF PUBLIC HEARING

Thursday June 30, 1988
at 9:30 a.m.
Room #602 Multnomah County Courthouse

The Multnomah County Board of Commissioners will hold a public hearing pursuant to ORS 275.330(3) to convey real property title from Multnomah County to the City of Portland for Woods Park;

Parcel 1:

Beginning at the southeast corner of Lot 12, Block 9, of said WEST PORTLAND; thence north along the east line of Lots 8-12, 252 feet, more or less to the southeasterly line of S.W. 45th Drive County Road No. 1352; thence southwesterly along the southeasterly line of said S.W. 45th Drive, 300 feet, more or less, to the west line of Lot 15 of said Block 9; thence south along the west line of said Lot 15, 45 feet, more or less, to the southwest corner of said Lot 15; thence east along the south line of Lots 12-15, 200 feet to the point of beginning.

Parcel 2:

Beginning at the southeast corner of Block 62 of said WEST PORTLAND; thence west along the south line of

BOARD OF
COUNTY COMMISSIONERS
1988 JUN - 8 PM 12: 01
MULTNOMAH COUNTY
OREGON

Memorandum: Lorene Post, Oregonian
June 7, 1988
Page 2

said Block 62 and Block 55, 410 feet to the southwest corner of Lot 13 of said Block 55; thence north along the west line of Lot 13 and its northerly extension, 460 feet to the northwest corner of Lot 8, Block 56; thence east along the north line of said Block 56, 80 feet, more or less, to the northeasterly line of S.W. Wood Parkway, County Road No. 1885; thence northwesterly, along the northeasterly line of said S.W. Wood Parkway to the south line of Block 49 of said subdivision; thence west along the south line of Blocks 49, 27, 26, and 25, 882 feet, more or less, to the east line of S.W. 45th Drive, County Road No. 1352; thence northerly along east line of said S.W. 45th Drive, 1040 feet, more or less, to the north line of Block 11, thence east along the north line of Block 10 and Block 11; 325 feet to the northeast corner of Block 10; thence south 100 feet to the southeast corner of Lot 4, Block 10; thence east along the westerly extension and the south line of Lots 1-5, Block 47, 300 feet to the east line of Block 47, thence south along the east line of Blocks 47 and 48 and its southerly extension to the north line of Block 49; thence east, along the north line of Blocks 49, 58, and 59, 570 feet to the centerline of vacated S.W. 43rd Avenue; thence south, along said centerline, 270 feet to the centerline of vacated S.W. Baird Street; thence east along said centerline, 230 feet to the west line of S.W. 42nd Avenue; thence south along said west line, 30 feet to the south line of said S.W. Baird Street; thence east along said south line 30 feet to the centerline of vacated S.W. 42nd Avenue; thence south along said centerline, 200 feet to the north line of S.W. Brugger Street; thence west along said north line, 30 feet to the west line of S.W. 42nd Avenue; thence south along said west line, 150 feet to the southeast corner of Lot 2, Block 66; thence west 100 feet to the northeast corner of Lot 6 of said Block 66; thence south 50 feet to the southeast corner of said Lot 6; thence west along the south line of said Lot 6 and its westerly extension, 160 feet to the west line of S.W. 43rd Avenue; thence south along said west line, 310 feet to the southeast corner of Block 62 and the point of beginning, EXCEPTING THEREFROM THAT PART LYING WITHIN S.W. WOOD PARKWAY, COUNTY ROAD NUMBER 1885.

and for Lesser Park;

All of the following described property in WEST
PORTLAND PARK 1ST ADDITION, a recorded subdivision in

Memorandum: Lorene Post, Oregonian
June 7, 1988
Page 3

the County of Multnomah and State of Oregon:

Blocks 8, 11, and 14 OF WEST PORTLAND PARK 1ST
ADDITION, described as follows:

Beginning at the southwest corner of Lot 8, Block 14,
of said subdivision; thence north along the west line
of Blocks 14, 11, and 8, 761.63 feet to the centerline
of vacated S.W. Gault Avenue; thence east along the
said centerline of S.W. Gault Avenue, 480 feet to the
centerline of vacated S.W. 57th Avenue; thence South
along the centerline of said S.W. 57th Avenue, 761.63
feet to the north line of S.W. Haines Street; thence
west along said north line of S.W. Haines Street, 480
feet to the north point of beginning.

and for Maricara Park;

All of the following described property located in the
County of Multnomah and State of Oregon:

Parcel I: Lots 4-9, Block 2, CARAVEL HEIGHTS,
including part of vacated streets adjacent.

Parcel II: The west one-half of Lot 6, GALEBURN
PLACE, including part of vacated street adjacent.

All interested persons are invited to attend. The Board of
County Commissioners may limit the length of testimony. Written comments
may be submitted to be made part of the record. For additional
information contact Ed Pickering 248-5050 or Grant Nelson 248-3308.

Jane Mc Garrin

101/606

6/30/88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

ORDER & BARGAIN & SALE DEED FOR TRANSFER OF WOODS PARK
#88-115

R-33

Marlene Leahy



MULTNOMAH COUNTY OREGON

74
5/160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 30, 1988

Ms. Gladys McCoy, Chair of the Board
1021 SW Fourth, Room 134
Portland, OR

Dear Ms. McCoy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

In the matter of the conveyance to the City of)
Portland of Certain County Park Land Known as)
Woods Park; and Bargain and Sale Deed R-33) O R D E R
#88-115

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Casterline, unanimously passed per recommended Order. (CHAIR)

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Parks
Facilities & Property Management



MULTNOMAH COUNTY OREGON

74
J, 160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 30, 1988

Ms. Gladys McCoy, Chair of the Board
1021 SW Fourth, Room 134
Portland, OR

Dear Ms. McCoy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

In the matter of the conveyance to the City of)
Portland of Certain County Park Land Known as) ORDER
Lesser Park; and Bargain and Sale Deed R-34) #88-116

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Casterline, unanimously passed per recommended Order. (CHAIR)

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Parks
Facilities & Property Management

DATE SUBMITTED June 23, 1988

(For Clerk's Use)
Meeting Date 6/30/88
Agenda No. R-34

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Park Transfer

Informal Only* June 28, 1988
(Date)

Formal Only June 30, 1988
(Date)

DEPARTMENT Chair

DIVISION _____

CONTACT Grant Nelson

TELEPHONE 248-3308

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Nelson

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This Board action will transfer ownership of Lesser Park in S.W. Portland to the City of Portland. This transfer is pursuant to an Intergovernmental Agreement with the City of Portland.

88-114

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 1 minute

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
 - General Fund
 - Other _____

BOARD OF COUNTY COMMISSIONERS
 1988 JUN 23 AM 11:47
 MULTNOMAH COUNTY OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

6/30/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

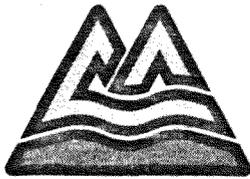
CITY OF PORTLAND

ORDER & BARGAIN & SALE DEED FOR LESSER PARK
#88-116

R-34

Marlene Leahy

Form CC-2 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



MULTNOMAH COUNTY OREGON

75
J.160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 30, 1988

Ms. Gladys McCoy, Chair of the Board
1021 SW Fourth, Room 134
Portland, OR

Dear Ms. McCoy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

In the matter of the conveyance to the City of)
Portland of Certain County Park Land Known as) ORDER
Maricara Park; and Bargain and Sale Deed R-35) #88-117

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Casterline, unanimously passed per recommended Order. (CHAIR)

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By *Jane McGarvin*
Jane McGarvin
Clerk of the Board

jm
cc: Parks
Facilities & Property Management

DATE SUBMITTED June 23, 1988

(For Clerk's Use)
Meeting Date 6/30/88
Agenda No. R-35

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Park Transfer

Informal Only* June 28, 1988
(Date)

Formal Only June 30, 1988
(Date)

DEPARTMENT Chair DIVISION _____

CONTACT Grant Nelson TELEPHONE 248-3308

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

This Board action will transfer ownership of Maricara Park in S.W. Portland to the City of Portland. This transfer is pursuant to an Intergovernmental Agreement with the City of Portland.

88-117

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 1 minute

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund
 Other _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
1988 JUN 23 AM 11:47

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

6/30/88

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

ORDER/BARGAIN & SALE DEED FOR TRANSFER OF MARICARA PARK
#88-117

R-35

Marlene Leahy

Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date _____
Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: TAX TITLE TURNOVER

Informal Only* _____ Formal Only _____

DEPARTMENT Sheriff DIVISION Tax Title

CONTACT _____ TELEPHONE 255-3600

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request approval of expenditures of \$54,097.04 property costs incurred and disbursed for supervision and maintenance of tax acquired properties and \$40,566.46 for publication and administrative expenses incurred in the foreclosure process.

Request approval for the distribution of \$202,841.87 in accordance with the formula provided in ORS 311.390.

This action is required under the provisions of ORS 275.275, and must be completed prior to June 30, 1988.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title

*88-118
To Budget/Tax Title
7/18/88*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1988 JUN 24 PM 12:10

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Fred B. Pearce

BUDGET/PERSONNEL: _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

FRED B. PEARCE
SHERIFF

(503) 255-3600

MEMORANDUM

TO: GLADYS McCOY, Chair, Board of County Commissioners
PAULINE ANDERSON, Commissioner
GRETCHEN KAFOURY, Commissioner
CAROLINE MILLER, Commissioner
POLLY CASTERLINE, Commissioner

cc: Martin Marglowski, Director of Finance

FROM: FRED B. PEARCE
Sheriff

DATE: June 20, 1988

SUBJECT: TAX TITLE TURNOVER

Attached is a resolution to accomplish a turnover of revenue to the taxing entities of the County.

From December 1, 1987 through May 31, 1988 the Tax Title Unit produced revenue in the amount of \$297,505.37.

There were expenses of the Tax Title Unit in the amount of \$54,097.04.

In addition to the Tax Title Unit expenses, Assistant County Counsel Paul Mackey has indicated it is appropriate for the County to collect penalties in the amount of \$40,566.46 for expenses incurred by other County agencies during the foreclosure process. Therefore, the amount of the turnover to the taxing entities is \$202,841.87.

FP/ej1/3747A



Multnomah County Sheriff's Office

FRED B. PEARCE
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

MEMORANDUM

TO: Lt. Richard Piland
Chief Civil Deputy

FROM: Larry Baxter 
Tax Title Unit

DATE: June 15, 1988

SUBJECT: Turnover of Proceeds from Sales of Tax Forclosed Property,
December 1, 1987 - May 31, 1988

Attached are a Request for Agenda Placement, a Board Order and supporting documents to accomplish the subject turnover, which is to be made before June 30, 1988.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Distribution)
of Proceeds form the Sale of Tax) ORDER
Acquired Properties for the Period)
December 1, 1987 through May 31, 1988)

The above entitled matter is before the Board; and it appearing that the Multnomah County Sheriff, during the period December 1, 1987 through May 31, 1988 has made sales of tax acquired real properties which have produced revenues of \$297,505.37.

WHEREAS, there has necessarily been incurred for supervision and maintenance of these properties the sum of \$54,097.04; and

WHEREAS, penalties in the amount of \$40,566.46 have been collected to apply toward the publication and administrative expenses incurred by the county in the foreclosure process, leaving a balance of \$202,841.87; and

WHEREAS, under the provisions of Section 275.275, ORS, the proceeds from the sales and rentals 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 \$94,663.80 property costs heretofore incurred and disbursed by Multnomah County be approved and confirmed; and

IT IS FURTHER ORDERED that the balance of the proceeds \$202,841.87, be distributed by the County Treasurer in accordance with the formula provided in ORS 311.390 which is currently being used for the distribution of tax collections.

Dated this day of June 1988.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Paul Smackey

Journal

Page

Entered

75
J.160



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 30, 1988

Sheriff Fred Pearce
12240 NE Glisan
Portland, OR

Dear Sheriff Pearce:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

In the Matter of the Distribution of Proceeds) O R D E R
from the Sale of Tax Acquired Properties for the) #88-118
Period December 1, 1987 through May 31, 1988) R-36

Upon motion of Commissioner Miller, duly seconded by Commissioner Kafoury, and upon a roll call vote, unanimously

ORDERED that the above-entitled Order be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Tax Title
Finance

6/30/88

RECEIVED FROM JANE MCGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

TAX TITLE

ORDER - DISTRIBUTION OF PROCEEDS FROM SALE OF TAX ACQUIRED PROPERTIES
#88-118

R-36

MULTNOMAH COUNTY
OREGON
1988 JUL 20 AM 11:16
BOARD OF
COUNTY COMMISSIONERS



Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

6/30/88

RECEIVED FROM JANE McGARVIN
CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

TAX TITLE

ORDER - DISTRIBUTION OF PROCEEDS FROM SALE OF TAX ACQUIRED PROPERTIES
#88-118

R-36

BOARD OF
COUNTY COMMISSIONERS
1988 JUL 20 AM 11:17
MULTNOMAH COUNTY
OREGON

CB

Form CC-2

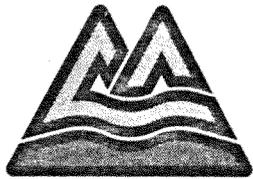
PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

THE FOLLOWING WILL BE CONSIDERED BY UNANIMOUS CONSENT:

- R-36 Order in the Matter of the Distribution of Proceeds from the Sale of Tax Acquired Properties for the Period December 1, 1987 through May 31, 1988

*To Budget
& Tax Title
7/18/88*

75
J. 1160



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 30, 1988

Ms. Linda Alexander, Director
Department of General Services
1120 SW Fifth
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

In the matter of the ratification of an inter-)
governmental agreement with East County cities)
concerning certain revenues from the Business)
Income Tax R-37)

Jack Horner, Budget & Planning Director, explained he was deputized by Laurence Kressel, County Counsel, who could not be here this morning, to discuss the East County Cities BIT agreement. He submitted to the Board copies of the settlement agreement and the County proposed BIT agreement. The settlement agreement includes the amount of monies agreed to by both parties which the Chair is requested to sign. This agreement with the unsigned proposed Business Income Tax Agreement will be sent to East County cities for their signatures. Once signatures have been affixed, the agreement will come to the Board for approval. He reviewed minor changes in the agreements which have been discussed and approved by the Board.

Commissioner Kafoury moved approval of the settlement agreement, duly seconded by Commissioner Casterline.

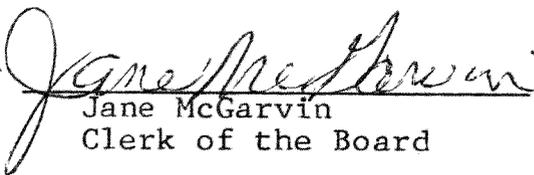
Mr. Horner assured the Board the signed settlement agreement assumes the suit against the County instituted by East County cities will be dropped.

At this time, a roll call vote was held, and it is unanimously

ORDERED that said settlement agreement be ratified, and forwarded together with the proposed Business Income Tax Agreement to East County cities for signature.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
County Counsel



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
COUNTY COUNSEL SECTION
1120 S.W. FIFTH AVENUE, SUITE 1400
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

M E M O R A N D U M

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS

JOHN L. DU BAY
SANDRA N. DUFFY
J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKAY
MARK B. WILLIAMS

TO: Barbara Jones
Clerk of the Board

FROM: Larry Kessel *LK*
County Counsel

DATE: June 29, 1988

RE: Proposed Agreement for Sharing Certain
Business Income Tax Revenues with East
County Cities

Enclosed is a draft intergovernmental agreement for sharing certain BIT revenues with the east county cities. This item should be placed on the Board's agenda for June 30 by unanimous consent.

This version is identical to the one previously examined by the Board, with one exception. Pursuant to Board instruction, I have changed the first sentence of paragraph 6 to indicate that the agreement begins when it is fully signed and when the pending lawsuit is dismissed. The prior version simply stated that the agreement begins July 1, 1988.

Please circulate this memo and the agreement prior to the June 30 meeting.

1762R/dm
Enclosure

cc: Hank Miggins
Jack Horner

Settlement Agreement

This agreement is between Multnomah County, a home rule political subdivision of the State of Oregon (County), and the City of Gresham, the City of Troutdale, the City of Fairview, and the City of Wood Village, municipal corporations (Cities).

Recitals

1. County and Cities entered a written agreement on October 25, 1977 for sharing revenue from County's Business Income Tax. Subsequently, a dispute arose over interpretation of the agreement. In April, 1988, Cities filed suit against County in Multnomah County Circuit Court for Declaratory and Injunctive Relief.

2. County and City wish to settle the litigation and have agreed upon terms of settlement as set forth below.

The parties, therefore, agree as follows:

Agreed Terms

1. County and Cities shall adopt a new intergovernmental agreement for sharing revenues from County's Business Income Tax, commencing with fiscal year 1988-89.

2. Within three days after the agreement is fully executed, Cities and County shall file in Circuit Court a Stipulation of Dismissal With Prejudice of City of Gresham et. al v. Multnomah County, Circuit Court No. A8803-01237.

3. Within three days after the Stipulation is filed, County shall distribute \$92,205 to Cities. This sum represents the amount in dispute under the 1977 agreement for the period between 1977 and fiscal year 1986-87. At the same time, County shall distribute an additional \$736,038 to Cities. This sum represents Cities' Collective Share of business income tax revenue for fiscal year 1987-88 under the 1977 agreement.

4. County shall distribute the sums referred to in paragraph 3 in accordance with the apportionment formula set forth in the agreement referred to in paragraph 1.

5. Performance of points 1-4 above shall operate as a permanent and complete release of all claims against County and its officials, agents, and employees, arising out of the performance or non performance of the 1977 agreement, and which were or could have been raised in City of Gresham et. al. v. Multnomah County, Circuit Court No. A8803-01237.

6. The above-mentioned terms and distributions are in settlement and compromise of a disputed claim, and for the purpose of avoiding expense incident to litigation; said terms and distributions are not made nor are they to be construed to be an admission of liability by County.

signature and date lines

BUSINESS INCOME TAX AGREEMENT

This agreement is between Multnomah County, a home rule political subdivision of the State of Oregon (County), and the City of Gresham, the City of Troutdale, the City of Fairview, and the City of Wood Village, municipal corporations (Cities).

a. County Ordinance 121 (April 15, 1976), codified as Multnomah County Code (MCC) 5.70.005 et seq., establishes a business income tax and imposes a 0.6 percent tax rate on taxable income. Section 11 of that ordinance provides that County and cities having territory within County may, by written contract, agree to terms and conditions by which revenue derived from County's Business Income Tax may be shared with such cities.

b. County and Cities entered a written agreement on October 25, 1977 for sharing such revenue effective July 1, 1977. County and Cities have substantially complied with the terms and conditions of that agreement since fiscal year 1977-78.

c. County Ordinance 512 (April 24, 1986) amended MCC 5.70.005 et seq. by providing for an additional 0.35 percent tax on the net income from businesses within Multnomah County effective January 1, 1986.

d. County again amended MCC 5.70.005 et seq. by County Ordinance 552 (May 7, 1987) to provide for an additional 0.51 percent tax on the net income from businesses within Multnomah County effective January 1, 1987.

e. A dispute has arisen between the County and the Cities over whether the "Cities Collective Share" as defined in the 1977 agreement includes revenues from the tax rates imposed by Ordinances 512 and 552.

f. In order to resolve this dispute, County and Cities wish to adopt a new agreement governing distribution of business income tax revenue.

The parties agree as follows:

1. County shall allocate to Cities an aggregate amount of 25 percent of County gross cash receipts collected under authority of Multnomah County Code (MCC) 5.70.045(A). This amount is defined as the Cities' Collective Share. The Cities' Collective Share shall be paid out of County's cash receipts from the Business Income Tax received from the Oregon Department of Revenue in any fiscal year from the 0.6 percent

tax rate levied by MCC 5.70.045(A). County and Cities agree that regardless of actual cash receipts collected under MCC 5.70.045(A) in fiscal year 1988-89 Cities' Collective Share shall be \$1,203,681.

2. The County shall apportion the Cities Collective Share into two equal subparts:

(a) One subpart shall be apportioned among the Cities in percentages equal to the quotient of the most recent total certified population for each City, as shown by the latest published supplement then maintained by the Portland State University Center for Population and Census Research, divided by the total of such certified population in all Cities.

(b) The second subpart shall be apportioned among the Cities in percentages equal to the quotient of the most recent total assessed valuation for each city, as shown by the latest data then maintained by the Multnomah County Division of Assessment & Taxation, divided by the total of such assessed valuation in all Cities.

3. County shall distribute to each City the amounts apportioned to it pursuant to paragraph 2. Distributions shall be made by the 15th of the month following County's receipt of payments of Business Income Tax revenue from the Oregon Department of Revenue.

4. It is agreed that no allocations, apportionments or distributions shall be made in any fiscal year until County receives payment of Business Income Tax revenue from the Oregon Department of Revenue.

5. County shall be responsible for all auditing and related functions in connection with the required allocations, apportionments and distributions.

(a) With each payment made to each City, County shall provide information including the gross amount received from the Oregon Department of Revenue from the tax levied by MCC 5.70.045(A), the amount (if any) deducted before distribution to Cities and the reason for any deduction, and the total amount distributed to the Cities to date for the fiscal year.

(b) Within 10 days of receipt of each annual audit, County shall provide each City with a certification from the County Auditor of the total amount of Business Income Tax revenue from MCC 5.70.045(A), and the amount anticipated to be distributed to each City.

(c) County shall provide each city quarterly with a written projection of the total Business Income Tax revenue and the amount anticipated to be distributed to each City.

6. This agreement shall commence upon execution by the parties' duly authorized representatives and upon entry of an order of dismissal with prejudice in City of Gresham, et al. v. Multnomah County, Circuit Court No. A8803-01237. It shall renew automatically on July 1 of each succeeding year as to all parties unless one of the following provisions applies.

(a) If [In the event the] County's Business Income Tax is repealed, this agreement shall automatically terminate as of the effective date of the repeal.

(b) In the event County wishes to maintain its Business Income Tax but terminate this revenue sharing agreement, County may terminate the agreement effective July 1 of any year by giving not less than two years' written notice to each city [shall send notice of termination to each city, effective not less than two years prior to July 1 of the year the agreement is to terminate].

(c) If [In the event] any City enacts a city business income tax, notice of the enactment shall be mailed to County within 10 days. County may terminate this agreement with respect to that city, effective not less than one year after enactment of the tax by the city.

(d) Any City may terminate its participation in [status as a party to] this agreement upon six months written notice to each of the other parties.

7. Cities declare it is the intention of their governing bodies as of the date of this agreement not to impose city business income taxes. County declares it is the intention of its governing body as of the date of this agreement not to impose any additional business income tax. The parties recognize that such expressions of intent are limited because future or present governing bodies are required by law to retain discretion over all matters.

8. County agrees to give the Cities at least 60 days written notice prior to the first reading of any ordinance amending Section 5.70.045(A) of the business income tax. If [In the event] County proposes an ordinance to reduce the rate set forth in MCC 5.70.045(A) and two or more cities file written objections to the reduction prior to the first reading of the proposed ordinance, the reduced rate shall take effect on July 1 not less than two years after the ordinance is adopted [will take effect two years from July 1 of the year the ordinance is adopted].

9. The parties shall comply with all applicable laws in connection with this agreement.

10. No party may assign its rights or obligations under this agreement, except that County may assign by written contract to the Oregon Department of Revenue its obligations in connection with allocation, apportionment, distribution, and auditing and related functions. No such assignment may affect any rights of Cities without their written concurrence.

11. This agreement supercedes the agreement between the parties dated October 25, 1977.

12. This agreement may be amended only upon the written concurrence of all the parties.

The parties have approved this agreement and caused it to be executed by their duly authorized officers.

MULTNOMAH COUNTY

Gladys McCoy,
Multnomah County Chair

DATE

CITY OF GRESHAM

Larry Deyo,
Mayor

F. Wallace Douthwaite,
City Manager

DATE

CITY OF FAIRVIEW

Fred M. Carlson,
Mayor

Marilyn Holstrom,
City Administrator

DATE

CITY OF TROUTDALE

Sam K. Cox,
Mayor

Pam Christian,
City Administrator

DATE

CITY OF WOOD VILLAGE

Derald Ulmer,
Mayor

Sheila Ritz Arthur,
City Administrator

DATE

APPROVED AS TO FORM

Thomas Sponsler,
Gresham City Attorney

Laurence Kressel,
Multnomah County Counsel

1742R/dm
062888:2:1

64
J/60

June 30, 1988

In the matter of remonstrance to an article)
published in the Oregonian regarding Commis-)
sioner Miller)

Commissioner Miller described an article published in The Oregonian by Paul Sanford in which the main theme was criticism of her opinions regarding "gangs", but in which she feels the focus was not "gangs" but her opinion that the news media "makes the message" because the media chooses headline focus, and chooses reporting language which tends to "make the news event". In her opinion, he couched the article as "fiction" in order to avoid a libel suit, and to be able to connect two issues that are unrelated. However, she feels the examples shown in the article clearly make her point.

79
J/60

June 30, 1988

Discussion of Shower to be held for Mt. Vernon Apartments)

Susan Lind, Project coordinator for Mt. Vernon Apartments to be renamed Rose Apartments, said women will be moving into the rejuvenated apartments next week. There will be 57 units in the complex in SE Portland; and 47 women are ready to move in as soon as they are available. Furnishings for small apartments are the most needed items, and those who wish to donate may call 231-0682 for pickup. Fifteen showers for household objects have been held, and people have been generous. Dedication of the Apartments will be held next Tuesday at 10:00 am, and the public is invited.

Note: There was a shower and reception held following the meeting for the representatives of Mt. Vernon Apts., and at that time they received gifts from the Commissioners and staff.

AMENDMENTS JUNE 30, 1988

REVENUE AMENDMENTS

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	HSD	DHS #24 - Grant for Dept of Educ, early intervention - \$58,195	3,857
6/22/88	HSD	DHS #25 - Reappropriates unspent McKinney Homeless Assistance grant - \$108,164	664
6/22/88	HSD	DHS #26 - Reduces HSD Ind. Costs to approved rate	(6,058)
6/22/88	HSD	DHS #27 - Reappropriates AIDS Minority Outreach grant - \$27,315	190
6/22/88	HSD	DHS #30 - Appropriates State Health grant-\$303,077	0
6/22/88	ASD	DHS #35 - Increases net revenue from several sources - \$11,378	0
6/22/88	SSD	DHS #39 - Appropriates increased JSC and United Way grants - \$27,158	0
6/22/88	SSD	DHS #40 - Adds to Em Holds based on Provider Refunds and State MH Grant - \$32,789	0
6/22/88	SSD	DHS #41 - Corrects salary computations and adds State MH Grant amount - \$2,078	0
6/22/88	SSD	DHS #43 - Reduces State DUII offender services based on decreased revenue - \$(31,263)	0
6/22/88	SSD	DHS #44 - Increases DD contracts based on state contract - \$224,503	0
6/22/88	SSD	DHS #45 - Increases MED contracts based on state contract - \$552,346	0
6/22/88	SSD	DHS #46 - Changes personnel in MED, adds State MH Grant revenue - \$18,688	0
6/22/88	SSD	DHS #47 - Adjusts A&D (AIDS Outreach), adds State MH grant revenue - \$6,973	0
6/22/88	CCA	DJS #13 - Ads \$360,000 Federal Anti-Drug Abuse grant	3,698
6/22/88	DA	DJS #21 - Appropriates OCN grant in 1988-89 - \$280,603	22,088
6/22/88	DA	DJS #22 - Appropriates additional Forfeiture revenue to DA - \$34,035	0

1489F/22

AMENDMENTS JUNE 30, 1988

REVENUE AMENDMENTS (Cont'd)

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	DA	DJS #23 - Adds criminal drug activity grant to DA - \$269,502	19,502
6/22/88	DA	DJS #24 - Deletes OTSC grant	0
6/22/88	DA	DJS #25 - Reduces VOCA grant to reflect actual unspent 87-88 amount - (\$2,682)	0
6/22/88	DA	DJS #27 - Adds State DA supplement, reclassifies positions - \$20,000	0
6/22/88	CCA	DJS #29 - Increases CCA Felony Project grant to reflect unspent 87-88 money - \$ 10,575	917
6/22/88	CCA	DJS #30 - Increases Justice Assistance Act grant - \$12,315	1,067
6/22/88	CCA	DJS #31 - Increases CCA Felony Project grant for Forest Project to reflect unspent 87-88 money - \$26,495	2,296
6/22/88	CCA	DJS #32 - Increases CCA Felony Project grant for Maximum Supervision to reflect unspent 87-88 money - \$26,304	2,280
6/22/88	DA	DJS #35 - Increases Anti-Drug grant to reflect unspent 87-88 money - \$75,142	0
6/22/88	Expo	DES #6 - Increases estimated Expo revenue, reclassifies positions, adds capital improvements and operational costs	41,265
6/22/88	Planning	DES #7 - Adds Columbia Gorge Commission grant, .23 Planner	1,231
6/22/88	Finance	DGS # 10 - Transfers Grant Coordinator from Finance to Budget. Adds \$60,000 for bank service charge. Also, budgets additional revenue due increase in investment interest.	90,000
6/22/88	Adm Srvs	DGS # 11 - Adds revenue to Cable Fund and increases appropriation for temporary help and professional services \$60,135	0
6/22/88	Pl & Bud	DGS # 14 - Adds Property Tax Levy for reimbursement by cost of Public Utility District Elections	27,325

1. PROPOSED BY Michael D. Schrunk

DEPARTMENT DJS DIVISION D.A. FUND General BUDGET PAGES C - 33 - 34

2. DESCRIPTION OF AMENDMENT

This amendment creates one Deputy District Attorney 3 position for Circuit Court.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
Deputy DA 3	1.00	39,442	12,409	51,851

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	2441	5100	39,442	Full-Time
			5500	8,871	Fringe
			5550	3,538	Insurance
400	040	7231	6580	3,538	Claims Paid
			6600	3,538	Srvcs Reim to Ins Fund
100	045	9120	7700	(51,851)	GF Contingency

EFFECT ON _____ FUND CONTINGENCY (51,851)



MICHAEL D. SCHRUNK, District Attorney for Multnomah County

600 County Courthouse • Portland, Oregon 97204 • (503) 248-3162

Purpose

To prosecute in the federal or state court gang affiliated young adults charged with criminal offenses; e.g., drug distribution cases and crimes of violence, and to prosecute in state court gang affiliated juveniles charged with criminal offenses.

Criteria

1. Cases meet "gang affiliated" definition used by Portland Police Bureau:

- o Gang membership or association established by law enforcement agency
- o Evidence of colors or tattoos
- o Gang involvement named by defendant or victims
- o Reliable informant confirms gang association
- o Type of criminal activity typically associated with gangs (e.g., drive-by shootings)

2. Offenses prosecuted in federal court include but are not limited to:

- o Distribution of or possession with intent to distribute five or more grams of crack (cocaine base) or 500 or more grams of cocaine or 100 grams of heroin
- o Possession or use of a firearm to facilitate a drug transaction
- o Distribution of controlled substances within 1000 feet of a school
- o Armed Career Criminal cases (possession of a firearm by a person previously convicted of a combination of 3 or more crimes of violence, including burglary, or serious drug offenses)
- o Any cases not involving minimum mandatory penalties involving possession with intent to distribute or distribution of controlled substances where the defendant's record is sufficiently serious to warrant substantial incarceration

Present Situation

1. Twelve cases (distribution of controlled substances within 1,000 feet of a school) have been forwarded to the U.S. Attorney's Office for review.
2. One case (weapons charge) has been indicted by a federal grand jury.

Background

1. Juvenile cases issued by D.A.'s Office:

	1986	1987	1988 (Jan.-March)
Felonies	1364	1515	358
Misdemeanors	348	523	260
	<hr/>	<hr/>	<hr/>
	1712	2038	618 (Suggests over 2400 cases will be issued in 1988)

2. Portland Police Bureau has identified 392 gang-related incidents that have occurred between April 7, 1987, and June 16, 1988. Of these, 103 incidents have occurred in the last two months, demonstrating the sharp increase in gang activity.

1. PROPOSED BY Michael D. Schrunk

DEPARTMENT DJS DIVISION D.A. FUND General BUDGET PAGES C - 33 - 34

2. DESCRIPTION OF AMENDMENT

This amendment creates two Deputy District Attorney positions, DDA 1 and DDA 3, for Circuit Court and District Court.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
Deputy DA 1	0.92	24,627	8,072	32,699
Deputy DA 3	0.92	36,155	12,375	48,530

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	2441	5100	36,155	Full-Time
			5500	8,132	Fringe
			5550	3,243	Insurance
100	020	2451	5100	24,627	Full-Time
			5500	6,220	Fringe
			5550	2,852	Insurance
400	040	7231	6580	6,095	Claims Paid
			6600	6,095	Srvcs Reim to Ins Fund
100	045	9120	7700	(81,229)	GF Contingency

EFFECT ON _____ FUND CONTINGENCY (81,229)

Comm. Clerk

MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88

AFFILIATED WITH
American Federation of State,
County and Municipal Employees
Oregon AFSCME Council 75
OREGON AFL-CIO
Multnomah Co. Labor Council

Chartered by American Federation of State, County and
Municipal Employees A.F.L.-C.I.O.
2325 E. Burnside
Portland, Oregon 97214
(503) 233-8817

June 30, 1988

The Multnomah County Commission
1021 S.W. 4th
Portland, Oregon

Greetings:

I am writing to you today as a Union Representative for my fellow employees of Multnomah County who are assigned to the District Attorney's office.

Many of us have more than ten, fifteen or twenty years service with the County and specifically with the District Attorney's office. We believe that the work we do is professional, of high caliber and necessary. We believe that the work we do is an integral part of the Criminal Justice system and extremely necessary to the fabric of our county.

We have watched and listened for the last three years as you, the Commissioners, cry for innovative programs for women, juveniles and convicted criminals of all kinds. We have seen you spend \$900,000 of specified funds in ten minutes on the last day of this year's budget process to fund one-time only programs that were favorites of individual commissioners.

It was our hope that when presented with District Attorney Schrunk's proposal for added deputies, as well as the request from U.S. Attorney Turner that you would be able to leaven your previous actions with help for us in the prosecution portion of the Criminal Justice system.

We feel that you, collectively, do not have respect for the work that we do. It is obvious that you fund our types of expenditures only because they are mandated. Each year, when requested, our department has cut back as requested for the budget, even though crime was on the increase in Portland and Multnomah County.

That increase is not a media event, it is happening. Drugs, economics and yes, lack of jail space, have created the crime increase.

June 30, 1988
Letter to Commission
Page 2

I recently spent a week in Los Angeles with four other county employees as delegates to the AFSCME International Convention. We talked to the people in the hotel where we stayed, to employees of Los Angeles City and County, we read the papers, we made observations of neighborhoods and even two of our fellow AFSCME delegates from other states were mugged while on a four block walk to the Convention Center in the middle of the day.

We do not want Portland and Multnomah County to become another Los Angeles. Please support our District Attorney's request. Let us see that our work is just as valuable as those who are in fields that you favor.

In unity,

A handwritten signature in cursive script that reads "Arlene Collins". The signature is written in dark ink and is positioned above the typed name.

Arlene Collins

/ac



CITY OF
PORTLAND, OREGON
OFFICE OF THE MAYOR

Office of
J.E. Bud Clark, Mayor
1220 S.W. 5th
Portland, Oregon 97204
(503) 248-4120

FOR IMMEDIATE RELEASE

JUNE 24, 1988

MAYOR URGES ACTION RE: GANGS

CONTACT: CHUCK DUFFY
248-4120

Mayor J.E. Bud Clark urged the Board of County Commissioners to take a strong role in confronting gang activities. The U.S. Attorney has pledged his support in the federal prosecution of in designated gang crimes.

Multnomah County also has a role to play. They can:

- o In the adult system - current matrix scoring adjusted to add points when gang membership is identified resulting in holding the individuals.
- o In the juvenile system - work with the Juvenile Court to use existing space or create new space at the Claire Argow Center - Donald E. Long Home.
- o Add resources to the District Attorney's Office for tracking and prosecution of gang related crime.
- o Work with local legislators and the State Corrections Division to reverse the downsizing of MacLaren.

#

June 28, 1988

210,000

AMENDMENTS JUNE 30, 1988

REVENUE AMENDMENTS

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	HSD	DHS #24 - Grant for Dept of Educ, early intervention - \$58,195	3,857
6/22/88	HSD	DHS #25 - Reappropriates unspent McKinney Homeless Assistance grant - \$108,164	664
6/22/88	HSD	DHS #26 - Reduces HSD Ind. Costs to approved rate	(6,058)
6/22/88	HSD	DHS #27 - Reappropriates AIDS Minority Outreach grant - \$27,315	190
6/22/88	HSD	DHS #30 - Appropriates State Health grant-\$303,077	0
6/22/88	ASD	DHS #35 - Increases net revenue from several sources - \$11,378	0
6/22/88	SSD	DHS #39 - Appropriates increased JSC and United Way grants - \$27,158	0
6/22/88	SSD	DHS #40 - Adds to Em Holds based on Provider Refunds and State MH Grant - \$32,789	0
6/22/88	SSD	DHS #41 - Corrects salary computations and adds State MH Grant amount - \$2,078	0
6/22/88	SSD	DHS #43 - Reduces State DUII offender services based on decreased revenue - \$(31,263)	0
6/22/88	SSD	DHS #44 - Increases DD contracts based on state contract - \$224,503	0
6/22/88	SSD	DHS #45 - Increases MED contracts based on state contract - \$552,346	0
6/22/88	SSD	DHS #46 - Changes personnel in MED, adds State MH Grant revenue - \$18,688	0
6/22/88	SSD	DHS #47 - Adjusts A&D (AIDS Outreach), adds State MH grant revenue - \$6,973	0
6/22/88	CCA	DJS #13 - Ads \$360,000 Federal Anti-Drug Abuse grant	3,698
6/22/88	DA	DJS #21 - Appropriates OCN grant in 1988-89 - \$280,603	22,088
6/22/88	DA	DJS #22 - Appropriates additional Forfeiture revenue to DA - \$34,035	0

1489F/22

June 28, 1988

AMENDMENTS JUNE 30, 1988
REVENUE AMENDMENTS (Cont'd)

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	DA	DJS #23 - Adds criminal drug activity grant to DA - \$269,502	19,502
6/22/88	DA	DJS #24 - Deletes OTSC grant	0
6/22/88	DA	DJS #25 - Reduces VOCA grant to reflect actual unspent 87-88 amount - (\$2,682)	0
6/22/88	DA	DJS #27 - Adds State DA supplement, reclassifies positions - \$20,000	0
6/22/88	CCA	DJS #29 - Increases CCA Felony Project grant to reflect unspent 87-88 money - \$ 10,575	917
6/22/88	CCA	DJS #30 - Increases Justice Assistance Act grant - \$12,315	1,067
6/22/88	CCA	DJS #31 - Increases CCA Felony Project grant for Forest Project to reflect unspent 87-88 money - \$26,495	2,296
6/22/88	CCA	DJS #32 - Increases CCA Felony Project grant for Maximum Supervision to reflect unspent 87-88 money - \$26,304	2,280
6/22/88	DA	DJS #35 - Increases Anti-Drug grant to reflect unspent 87-88 money - \$75,142	0
6/22/88	Expo	DES #6 - Increases estimated Expo revenue, reclassifies positions, adds capital improvements and operational costs - \$92,505	41,265
6/22/88	Planning	DES #7 - Adds Columbia Gorge Commission grant, .23 Planner \$15,000	1,231
6/22/88	Finance	DGS # 10 - Transfers Grant Coordinator from Finance to Budget. Adds \$60,000 for bank service charge. Also, budgets additional revenue due increase in investment interest.	90,000
6/22/88	Adm Svcs	DGS # 11 - Adds revenue to Cable Fund and increases appropriation for temporary help and professional services \$60,135	0
6/22/88	Pl & Bud	DGS # 14 - Adds Property Tax Levy for reimbursement by cost of Public Utility District Elections	27,325

1. PROPOSED BY Budget Office

DEPARTMENT DGS DIVISION Budget FUND General BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Budgets Beginning Working Capital (\$5,460,000) Interest revenue (\$10,000) and construction costs (\$5,470,000) in the newly created Inverness Jail Project Fund.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
230	020	9192	6110	1,280,000	Professional Services
230	020	9192	8200	4,190,000	Buildings
230	020	9192	0500	5,460,000	BWC
230	020	9192	5000	10,000	Interest Revenue

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Budget Office

DEPARTMENT DGS DIVISION Budget FUND General BUDGET PAGES F - 60

2. DESCRIPTION OF AMENDMENT

Transfers \$500,000 budgeted from the Federal Marshal for construction of the Inverness Jail from the Capital Reserve Fund to the Federal/State Fund.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	9192	8200	500,000	Buildings
156	020	9192	2004	500,000	Federal Marshal Revenue
225	050	9192	2004	(500,000)	Federal Marshal Revenue
225	050	9192	7700	(500,000)	Cap. Reserve Fund Cont.

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Budget Office

DEPARTMENT DGS DIVISION Budget FUND General BUDGET PAGES G - 46

2. DESCRIPTION OF AMENDMENT

Adds \$3,950,000 to Beginning Working Capital and General Fund Contingency in the Serial Levy Fund.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

160 020 3955 7500 1,077,590 Other Internal Srvcs.
225 050 9090 6600 1,077,590 Srvcs. Reimb. (Serial Levy Fund to Cap Res. Fund)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
160	045	7410	0500	3,900,000	BWC
160	045	7410	7700	3,900,000	Serial Levy Fund Cont.
160	045	7410	5000	366,000	Interest
225	050	9090	0500	(3,900,000)	BWC
225	050	9090	5000	(366,000)	Interest
225	050	9090	2004	(219,375)	Federal Marshal
225	050	9090	6600	219,375	Srvcs. Reimb. (GF to Cap Lease Ret. Fund)
100	020	3955	7500	219,375	Other Internal
100	020	3000	2004	219,375	Federal Marshal

EFFECT ON Serial Levy FUND CONTINGENCY 3,900,000

1. PROPOSED BY _____

DEPARTMENT DES DIVISION Cap. Imprvmt FUND Ls Pur/Proj Fd BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment establishes the Lease/Purchaes Project Fund, which accounts for the proceeds from third party loans, and the purchase of the Gill Building and Escabach properties with those resources.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases certificate proceeds of \$4,765,168 and a service reimbursement from Facilities Management for purchase of one floor of the Gill Building.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
235	030	5710	*7740	4,765,168	Certif. Proceeds
235	030	5710	*6600	271,000	Svc Reimb from Fac Mgmt
				5,036,168	
235	030	5710	6110	190,000	Professsional Services
235	030	5710	8100	1,200,000	Land
235	030	5710	8200	3,646,168	Buildings
				5,036,168	

*Revenue Source

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY _____
DEPARTMENT _____ DIVISION _____ FUND _____ BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
225	050	9090	7810	(56,825)	
225	050	9090	7820	89,547	
225	050	9120	7700	(381,832)	
225	050	9140	7750	(2,967,436)	
225	050	9090	6600	132,000	Adds service reimburse. to Capital Retirement Fd

EFFECT ON _____ FUND CONTINGENCY _____

Amendments Requested	28-Jun-88	Effect on GF Contingency
Approved Budget Contingency		3,093,679
PLUS New Revenues:		
OTO* BWC from 87-88 (NOND 12)		1,682,000
88-9 BIT (NOND 12)		350,000
88-9 Property taxes (NOND 12)		57,000
O&C money (NOND 12)		184,000
State Liquor and Cigarette taxes (NOND 12)		(228,000)
Increased indirect costs		51,732
Expo revenue (DES 6) net		41,265
Net increase to interest (DGS 10) net		90,000
OTO PUD election tax (DGS 14)		27,325
SUBTOTAL		2,255,322
REVISED Contingency	<i>(unallocated)</i>	5,349,001
LESS Nondiscretionary Amendments		
OTO Oreg. National Bldg rent		(11,755)
OTO David Douglas remodeling		0
Sheriff - jail monitor		(25,000)
OTO Buy one floor of Gill Bldg		(139,000)
DA wage settlement		(326,604)
E. County Cities settlement		(454,000)
C. D. Wage settlement		(1,262,933)
SUBTOTAL		(2,219,292)
Contingency after required transfers		3,129,709
LESS Other Potential Amendments		
SUBTOTAL of June Amendments on Program Amendment List		(331,253)
Remaining Contingency for Wage Settlements and Unknown Costs		2,798,456

NOTE: Other relevant financial considerations

Emergency Holds "soft money"	(230,000)
Each 1% wage settlement -	\$ (300,000-350,000)
Potential difference between ongoing revenues and ongoing programs in 1989-90 is	\$(1,100,000)

*One Time Only

1. PROPOSED BY Budget Office

DEPARTMENT DGS DIVISION Budget FUND General BUDGET PAGES G - 12, 13

2. DESCRIPTION OF AMENDMENT

Adjusts anticipated revenues in the General Fund to reflect more recent estimates.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases the General Fund estimated revenues by ~~\$394,530~~ **2,049,205**

FUND	AGENCY	ORGANIZATION	REVENUE	INCREASE (DECREASE)	NOTES
100	045	7410	0500	1,682,000	BWC
100	045	7410	1051	30,000	Foreclosed Property Penalties
100	045	7410	1200	(224,000)	Business Income Tax .6%
100	045	7410	1201	126,000	Business Income Tax .35%
100	045	7410	1202	448,000	Business Income Tax .51%
					(Net increase in BIT = \$350,000)
100	045	7410	2040	183,120	O & C Revenues
100	045	7410	2362	(93,002)	State Liquor Tax
100	045	7410	2363	(134,742)	State Cigarette Tax
100	045	7410	2364	3,060	State Amusement Dev. Tax
100	040	7440	4500	17,000	Outside Purchasing Fees
100	020	3302	4143	11,769	Wood Village Patrol Contract

EFFECT ON General FUND CONTINGENCY \$2,049,205

1. PROPOSED BY BILLI ODEGAARD
DEPARTMENT DHS DIVISION Health FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment provides for the carryover of contractually obligated but unexpended funds received by the County from the State Health Division. In April 1988, the BCC appropriated \$50,000 from the State Health Division to the Health Division budget to fund two contracts through which AIDS education and outreach activities in minority communities are provided. **The contract has not been executed so that the entire amount will be available in fiscal year 1988-89.**

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
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4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Adds ^{50,000}~~27,315~~ AIDS minority outreach grant to 1988-89 budget.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0600	6060	50,000	Pass-Thru
156	010	0600	7100	350	Indirect
100	010	0100	7608	350	CT to F/S
REVENUE					
156	010	0600	2381	50,000	Aids Minority Outreach
100	045	7410	6602	350	Svs Reim F/S to Gen Fund
156	010	0600	7601	350	CT from GF

EFFECT ON General FUND CONTINGENCY 0

June 28, 1988

AMENDMENTS JUNE 30, 1988

CARRYOVER AMENDMENTS

Date Proposed	Proposed by	Amendments	Increases (Reduces) General Fund Contingency
6/22/88	Director	DHS #19 - Professional services for MCCA spinoff - \$960	0
6/22/88	HSD	DHS #32 - Carries over capital for MIS system - \$20,000	0
6/22/88	Sheriff	DJS #16 - Carries over Serial Levy money, purchases trucks - \$73,225	0
6/22/88	Sheriff	DJS #19 - Transfers commissary balance from GF to Inmate Welfare Fund - \$84,756	0
6/22/88	DA	DJS #33 - Carries over committed, unspent capital - \$3,516	0
6/22/88	DA	DJS #34 - Carries over DA forfeiture revenue - \$150,259	0
6/22/88	Sheriff	DJS #36 - Carries over funding for SOTARS \$27,411	0
6/22/88	Sheriff	DJS #37 - Carries over River Patrol boat-house not finished - \$5,000	0
6/22/88	Sheriff	DJS #38 - Carries over MCDC sinks in modules \$34,415	0
6/22/88	Sheriff	DJS #39 - Carries over commissary appropriations for inmate trust accounting system - \$60,000	0
6/22/88	Sheriff	DJS #40 - Carries over Jail Levy to pay 1 OA2 - \$30,000	0
6/22/88	Planning	DES #19 - Carries over computer equipment from 87-88 - \$12,000	0
6/22/88	Parks	DES #20 - Carries over unspent Parks contracts and capital - \$40,309	0
6/22/88	Parks	DES #21 - Carries over Parks Development Program - \$666,177	0
6/22/88	Parks	DES #22 - Carries over unspent mtce contract at Glendoveer - \$33,408	0
6/22/88	CDBG	DES #23 - Carries over unspent GF Case Mgmt in CDBG - \$125,000	0

1489F/18

June 28, 1988

AMENDMENTS JUNE 30, 1988

CARRYOVER AMENDMENTS (Cont'd)

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	Fleet	DES #24 - Carries over Fleet capital unspent but committed in 87-88 - \$186,386	0
6/22/88	Electr	DES #25 - Carries over electronic test equipment - \$310	0
6/22/88	Transpt	DES #26 - Carries over Road Fund projects and equipment - \$474,511	0
6/22/88	Transpt	DES #27 - Carries over Bridge Fund construction - \$593,100	0
6/22/88	Fac Mgmt	DES #28 - Carries over equipment - \$378	0
6/22/88	Fac Mgmt	DES #29 - Carries over CIP projects - \$941,678	0
6/22/88	ISD	DGS #9 - Carryover funds in Data Processing fund for Sheriff's Office Timekeeping and Reporting System - \$32,875	0
6/22/88	Adm Srvs	DGS # 12 - Increases carryover in Cable Fund to reflect increased Franchise Fees \$62,798	0
6/22/88	PI & Bud	DGS #19 - Carryover of Professional Services for Strategic Planning in Director's Office	0
6/22/88	Lab Rel	DGS #21 - Carryover in Insurance Fund of Smoking Cessation Funds	0
6/22/88	Director	DGS #22 - Carryover of External DP funds in records - \$7,000	0
6/22/88	Co Couns	DGS #23 - Carryover of Professional Services for Bart/Blumenauro \$25,000	0
6/22/88	A & T	DGS #24 - Carryover of \$100,000 capital to develop A & T d.p. system	0
6/22/88	ISD	NOND # 9 - Carryover of Special Appropriations Funds for Data Processing projects \$275,743	0

1489F/19

AMENDMENTS JUNE 30, 1988

CARRYOVER AMENDMENTS

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	Director	DHS #19 - Professional services for MCCA spinoff - \$960	0
6/22/88	HSD	DHS #32 - Carries over capital for MIS system - \$20,000	0
6/22/88	Sheriff	DJS #16 - Carries over Serial Levy money, purchases trucks - \$73,225	0
6/22/88	Sheriff	DJS #19 - Transfers commissary balance from GF to Inmate Welfare Fund - \$84,756	0
6/22/88	DA	DJS #33 - Carries over committed, unspent capital - \$3,516	0
6/22/88	DA	DJS #34 - Carries over forfeiture revenue \$150,259	0
6/22/88	Sheriff	DJS #36 - Carries over funding for SOTARS \$27,411	0
6/22/88	Sheriff	DJS #37 - Carries over River Patrol boat- house not finished - \$5,000	0
6/22/88	Sheriff	DJS #38 - Carries over MCDC sinks in modules \$34,415	0
6/22/88	Sheriff	DJS #39 - Carries over commissary appropria- tions for inmate trust accounting system - \$60,000	0
6/22/88	Sheriff	DJS #40 - Carries over Jail Levy to pay 1 OA2 - \$30,000	0
6/22/88	Planning	DES #19 - Carries over computer equip- ment from 87-88	0
6/22/88	Parks	DES #20 - Carries over unspent Parks contracts and capital	0
6/22/88	Parks	DES #21 - Carries over Parks Development Program	0
6/22/88	Parks	DES #22 - Carries over unspent mtce contract at Glendoveer	0
6/22/88	CDBG	DES #23 - Carries over unspent GF Case Mgmt in CDBG	0

AMENDMENTS JUNE 30, 1988

CARRYOVER AMENDMENTS (Cont'd)

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	Fleet	DES #24 - Carries over Fleet capital unspent but committed in 87-88	0
6/22/88	Electr	DES #25 - Carries over electronic test equipment	0
6/22/88	Transpt	DES #26 - Carries over RF projects and equipment	0
6/22/88	Transpt	DES #27 - Carries over Bridge Fund construction	0
6/22/88	Fac Mgmt	DES #28 - Carries over equipment	0
6/22/88	Fac Mgmt	DES #29 - Carries over CIP projects	0
4/19/88	Anderson	DGS #3 - Cuts 1 Management Analyst position for classification/compensation plan from Employee Relations	33,039
6/22/88	Adm Srvs	DGS # 12 - Increases carryover in Cable Fund to reflect increased Franchise Fees \$62,798	0
6/22/88	P1 & Bud	DGS #19 - Carryover of Professional Services for Strategic Planning in Director's Office	0
6/22/88	Lab Rel	DGS #21 - Carryover in Insurance Fund of Smoking Cessation Funds	0
6/22/88	Director	DGS #22 - Carryover of External DP funds in records - \$7,000	0
6/22/88	Co Couns	DGS #23 - Carryover of Professional Services for Bart/Blumenaur \$25,000	0
6/22/88	A & T	DGS #24 - Carryover of \$100,000 capital to develop A & T d.p. system	0
6/22/88	ISD	NOND # 9 - Carryover of Special Appropriations Funds for Data Processing projects \$275,743	0

1489F/19

1. PROPOSED BY Tom Guiney

DEPARTMENT DES DIVISION Fleet Svcs FUND Fleet BUDGET PAGES D-60

2. DESCRIPTION OF AMENDMENT

Carryover of funds for equipment that will not be delivered by 6/30/88:
 (2) Cargo Vans \$ 20,563
 (6) One Ton Cab & Chassis 78,027
 (3) Truck Bodies 11,345
 Mainstem 15,000
 Computer Terminal 2,085

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
None				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases the Fleet Fund beginning working capital.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
401	030	5059	8400	\$127,020	Equipment
401	030	5059	*0500	127,020	Beginning Working Cap.

* Revenue Source

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Jack Horner

DEPARTMENT DGS DIVISION Plan & Bud FUND 100 BUDGET PAGES E-21-23, G-12

2. DESCRIPTION OF AMENDMENT

Carryover equipment appropriation in Planning and Budget for computer equipment not delivered by vendor.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	040	7210	8400	2,875	
100	045	7410	0500	2,875	Increase BWC

EFFECT ON General FUND CONTINGENCY - 0 -



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

FRED B. PEARCE
SHERIFF

(503) 255-3600

MEMORANDUM

TO: DAVE WARREN
BUDGET MANAGER

FROM: R. SHOWALTER, MANAGER
FISCAL UNIT

A handwritten signature in dark ink, appearing to be "RS", is written over the name "R. SHOWALTER" in the "FROM" field.

DATE: June 29, 1988

SUBJECT: LIST OF VETERANS ADMINISTRATION HOSPITAL ITEMS

Per our discussion today please find attached a list of items the Sheriff's Office is in the process of obtaining from the V.A. Hospital. These items have all been tagged for MCSO but due to paper work that is still pending in the State's process we will not be able to take delivery within this fiscal year as expected.

The amounts for the items haven't been officially set but the total is estimated not to exceed \$5,000. Your attention in implementing the carry over of this amount from our Supplies line item will be greatly appreciated.

SCREENERS IALLY REQUEST TO FREEZE EXCESS/SURPLUS PROPERTY

ITEM NO.	SITE	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
1		# 3510-7298	MECHANICAL CLOTHING RACK		BLDG 1 RM 8							
2			WINDOW AIR CONDITIONER		BLDG 1 RM 9							
3			WINDOW AIR CONDITIONER		BLDG 1 RM 9							
4			WALL MOUNT LIGHT		BLDG 1 RM 9							
5			WALL MOUNTED LIGHT		BLDG 1 RM 9							
6			WATER COOLER		BLDG 1 RM 114							
7			METAL WALL CABINET		BLDG 1 RM 114							
8			METAL WALL CABINET		BLDG 1 RM 114							
9			WALL MOUNT LIGHT		BLDG 1 RM 117							
10			WALL MOUNT LIGHT		BLDG 1 RM 117							
11			WALL MOUNT LIGHT		BLDG 1 RM 118							
12			WALL MOUNT LIGHT		BLDG 1 RM 118							
13			WALL CABINET GLASS FRONT		BLDG 1 RM 106							
14			15' CABINET		BLDG 1 RM 133							
15			6' CABINET		BLDG 1 RM 133							
16			SMALL COUNTER		BLDG 1 RM 134							
17			COUNTER 50"		BLDG 1 RM 102							
18			CABINET		BLDG 1 RM 102							
19			CABINET W/ SINK		BLDG 1 RM 102							
20		# 7782	WATER COOLER		BLDG 1 RM 215							

SCREENERS NAME, AGENCY, PHONE & DATE
 STATE OF OREGON, DEPT. OF GENERAL SERVICES
 SURPLUS PROPERTY DIVISION
 1655 SALEM INDUSTRIAL DRIVE N.E.
 SALEM, OR 97330 — PH 503-378-4089

V.A. HOSPITAL
 PORTLAND, OREGON

NAME OF DPDO & PHONE

MULTNOMAH COUNTY SHERIFF'S OFFICE
 (503) 255-3600X372

12240 N.E. GLISAN ST

SCREENERS TALLY REQUEST TO FREEZE EXCESS/SURPLUS PROPERTY

ITEM NO.	SITE	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
21			MIRROR CURVED		BLDG 1 RM 211							
22			MIRROR, CURVED		BLDG 1 RM 211							
23			WINDOW AIR CONDITIONER		BLDG 1 RM 211							
24			WINDOW AIR CONDITIONER		BLDG 1 RM 210							
25			DOOR AND LOCK		BLDG. 1 RM 327							
26			WALL MOUNTED LIGHT		BLDG 1 RM 328							
27			ROOM DIVIDER		BLDG 1 RM 311							
28			ROOM DIVIDER		BLDG 1 RM 311							
29			ROOM DIVIDER		BLDG 1 RM 311							
30			ROOM DIVIDER		BLDG 1 RM 311							
31			DOOR AND LOCK		BLDG 1 RM 322							
32			METAL CABINET GLASS FRONT		BLDG 1 RM 321							
33			CABINET W/GLASS		BLDG 1 RM 320							
34			CABINET W/GLASS		BLDG 1 RM 320							
35			50" CABINET METAL		BLDG 1 RM 320							
36			AIR CONDITIONER		BLDG 1 RM 305							
37			AIR CONDITIONER		BLDG 1 RM 306							
38		# 41105059	WATER COOLER		BLDG 1 HALL O/S 303							
39			BOOK SHELVES		BLDG 1 RM 303							
40			BOOK SHELVES		BLDG 1 RM 320							

SCREENERS NAME, AGENCY, PHONE & DATE
 STATE OF OREGON, DEPT. OF GENERAL SERVICES
 SURPLUS PROPERTY DIVISION
 1655 SALEM INDUSTRIAL DRIVE N.E.
 SALEM, OR 97330 — PHONE 503-378-4089

V.A. HOSPITAL
 PORTLAND, OR

NAME OF DPOO & PHONE

MULTNOMAH COUNTY SHERIFF'S OFFICE
 12240 N.E. GLISAN ST. #12
 PORTLAND

SCREENERS TALLY REQUEST TO FREEZE EXCESS/SURPLUS PROPERTY

ITEM NO.	SITE	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND TOTAL	FREEZE CODE
41			DOOR W/LOCK		BLDG 1 RM 432							
42			DOOR W/LOCK		BLDG 1 RM 404							
43		# 4110-5060	WATER COOLER		BLDG 1 O/S 405							
44			METAL LOCKERS, WALL		BLDG 1 RM 507							
45			METAL LOCKERS WALL		BLDG 1 OS/ RM 507							
46			CABINET, WALL MOUNT		BLDG 1 RM 505							
47			WALL CABINET		BLDG 1 RM 505							
48			WALL SHELVES & COUNTER		BLDG 1 RM 501							
49			AIR CONDITIONER		BLDG1 RM 501							
50			CURVED CORNER MIRROR		BLDG 1 RM 501							
51			DRINKING FOUNTAIN		BLDG 1 O/S RM 503							
52			WINDOW AIR CONDITIONER		BLDG 2 RM 205							
53			WINDOW AIR CONDITIONER		BLDG 2 PHARMACY ANNEX							
54			WINDOW AIR CONDITIONER		BLDG 2 PHARMACY ANNEX							
55			WALL CABINET METAL		BLDG 2 RM 304							
56			WALL CABINET "		BLDG 2 RM 304							
57			WALL CABINET "		BLDG 2 RM 304							
58			WALL CABINET "		BLDG 2 RM 304							
59			LOCKERS		BLDG 2 RM 309							
60			LOCKERS		BLDG 2 RM 309							

SCREENERS NAME, AGENCY, PHONE & DATE
 STATE OF OREGON, DEPT. OF GENERAL SERVICES
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 1655 SALEM INDUSTRIAL DRIVE N.E.
 SALEM, OR 97330 — PHONE 503-378-4089

V.A. HOSPITAL
 PORTLAND, OR.

NAME OF DPDD & PHONE
 MULTNOMAH COUNTY SHERIFF'S OFFICE
 255-3600X372

12240 N.E. GLISAN ST #12
 PORTLAND, OR 97230

ITEM NO.	SITE	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND. CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
61			LOCKERS		BLDG 2 RM 309							
62			LOCKERS		BLDG 2 RM 309							
63			WALL CABINETS METAL		BLDG 4 RM 115A							
64			WALL CABINETS METAL		BLDG 4 RM 115A							
65			WALL CABINETS METAL		BLDG 4 RM 115A							
66			WALL CABINETS METAL		BLDG 4 RM 115A							
67			WALL CABINETS METAL		BLDG 4 RM 115A							
68			WALL CABINETS METAL		BLDG 4 RM 115							
69			WALL CABINETS METAL		BLDG 4 RM 115							
70			WALL CABINETS METAL		BLDG 4 RM 115							
71			ROOM DIVIDERS		BLDG 4 RM 16							
72			ROOM DIVIDERS		BLDG 4 RM 16							
73			ROOM DIVIDERS		BLDG 4 RM 16							
74			WINDOW AIR CONDITIONER		BLDG 16 RM 107							
75			WINDOW AIR CONDITIONER		BLDG 16 RM 107							
76			WALL CABINETS		BLDG 16 RM 10							
77			WALL CABINETS		BLDG 16 RM 10							
78			WALL CABINETS		BLDG 16 RM 10							
79			WALL SHELVES		BLDG 16 RM 11							
80			WALL DESK		BLDG 16 RM 11							

SCREENERS NAME, AGENCY, PHONE & DATE
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V.A HOSPITAL
PORTLAND, OR

NAME OF DPDO & PHONE

MULTNOMAH COUNTY SHERIFF'S OFFICE
(503) 255-3600 X372

12240 N.E. GLISAN ST #12
PORTLAND, OR 97230

NO.	E	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND. CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
81			WALL SHELVES		BLDG 16 RM 9							
82			LOCKERS		BLDG 16 RM 17							
83			LOCKERS		BLDG 16 RM 17							
84			LOCKERS		BLDG 16 RM 17							
85			LOCKERS		BLDG 16 RM 17							
86			LOCKERS		BLDG 16 RM 17							
87			LOCKERS		BLDG 16 RM 17							
88			LOCKERS		BLDG 16 RM 17							
89			LOCKERS		BLDG 16 RM 17							
90			LOCKERS		BLDG 16 RM 17							
91			BOOKSHELVES		BLDG 16 RM 209							
92			BOOKSHELVES		BLDG 16 RM 209							
93			BOOKSHELVES		BLDG 16 RM 209							
94			BOOKSHELVES		BLDG 16 RM 209							
95			BOOKSHELVES		BLDG 16 RM 208							
96			BOOKSHELVES		BLDG 16 RM 208							
97			BOOKSHELVES		BLDG 16 RM 208							
98			BOOKSHELVES		BLDG 16 RM 208							
99			BOOKSHELVES		BLDG 16 RM 208							
100			DOOR & BOOK RETURN BOX		BLDG 16 RM 210							

SCREENERS NAME, AGENCY, PHONE & DATE
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12240 N.E. GLISAN ST #12
PORTLAND, OR 97230

ITEM NO.	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
101		CABINET METAL		BLDG 16 RM 214							
102		WALL CABINET		BLDG 16 RM 214							
103		WALL CABINET		BLDG 16 RM 214							
104		WALL CABINET		BLDG 16 RM 214							
105		WALL CABINET		BLDG 16 RM 214							
106		WALL CABINET		BLDG 16 RM 214							
107		SORTING RACKS, TAB		BLDG 16 RM 215							
108		SORTING RACKS, TAB		BLDG 16 RM 215							
109		SORTING RACKS, TAB		BLDG 16 RM 215							
110		WALL CABINET		BLDG 16 RM 216							
111		WALL CABINET		BLDG 16 RM 216							
112		WALL CABINET		BLDG 16 RM 216							
113		WALL CABINET		BLDG 16 RM 216							
114		CABINET CUPBOARD		BLDG 16 RM 7							
115		WALL DESK LG.		BLDG 16 RM 8							
116		CABINET, STAINLESSMETAL/GLASS		BLDG 16 RM 16							
117		CABINET, METAL/GLASS		BLDG 16 RM 13							

SCREENERS NAME, AGENCY, PHONE & DATE
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 SALEM, OR 97330 — PHONE 503-378-4089

V.A. HOSPITAL
 PORTLAND, OR

NAME OF DPOO & PHONE
 MULTNOMAH COUNTY SHERIFF'S OFFICE
 (503) 255-3600X372

12240 N.E. GLISAN ST #12
 PORTLAND, OR 97230



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

FRED B. PEARCE
SHERIFF

(503) 255-3600

DJS #41

MEMORANDUM

TO: DAVE WARREN
BUDGET MANAGER

FROM: R. SHOWALTER, MANAGER
FISCAL UNIT

RS

DATE: June 29, 1988

SUBJECT: LIST OF VETERANS ADMINISTRATION HOSPITAL ITEMS

Per our discussion today please find attached a list of items the Sheriff's Office is in the process of obtaining from the V.A. Hospital. These items have all been tagged for MCSO but due to paper work that is still pending in the State's process we will not be able to take delivery within this fiscal year as expected.

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SCREENERS TALLY REQUEST TO FREEZE EXCESS/SURPLUS PROPERTY

ITEM NO.	SITE	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND. CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
1		# 3510-7298	MECHANICAL CLOTHING RACK		BLDG 1 RM 8							
2			WINDOW AIR CONDITIONER		BLDG 1 RM 9							
3			WINDOW AIR CONDITIONER		BLDG 1 RM 9							
4			WALL MOUNT LIGHT		BLDG 1 RM 9							
5			WALL MOUNTED LIGHT		BLDG 1 RM 9							
6			WATER COOLER		BLDG 1 RM 114							
7			METAL WALL CABINET		BLDG 1 RM 114							
8			METAL WALL CABINET		BLDG 1 RM 114							
9			WALL MOUNT LIGHT		BLDG 1 RM 117							
10			WALL MOUNT LIGHT		BLDG 1 RM 117							
11			WALL MOUNT LIGHT		BLDG 1 RM 118							
12			WALL MOUNT LIGHT		BLDG 1 RM 118							
13			WALL CABINET GLASS FRONT		BLDG 1 RM 106							
14			15' CABINET		BLDG 1 RM 133							
15			6' CABINET		BLDG 1 RM 133							
16			SMALL COUNTER		BLDG 1 RM 134							
17			COUNTER 50"		BLDG 1 RM 102							
18			CABINET		BLDG 1 RM 102							
19			CABINET W/ SINK		BLDG 1 RM 102							
20		# 7782	WATER COOLER		BLDG 1 RM 215							

SCREENERS NAME, AGENCY, PHONE & DATE
 STATE OF OREGON, DEPT. OF GENERAL SERVICES
 SURPLUS PROPERTY DIVISION
 1855 SALEM INDUSTRIAL DRIVE N.E.
 SALEM, OR 97330 - PHONE 503-378-4089

V.A. HOSPITAL
 PORTLAND, OREGON

NAME OF DPDO & PHONE

MULTNOMAH COUNTY SHERIFF'S OFFICE
 (503) 255-3600X372

12240 N.E. GLISAN ST

SCREENERS IALLY HEQUEST TO FREEZE EXCESS/SURPLUS PROPERTY

ITEM NO	SITE	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND TOTAL	FREEZE CODE
21			MIRROR CURVED		BLDG 1 RM 211							
22			MIRROR, CURVED		BLDG 1 RM 211							
23			WINDOW AIR CONDITIONER		BLDG 1 RM 211							
24			WINDOW AIR CONDITIONER		BLDG 1 RM 210							
25			DOOR AND LOCK		BLDG. 1 RM 327							
26			WALL MOUNTED LIGHT		BLDG 1 RM 328							
27			ROOM DIVIDER		BLDG 1 RM 311							
28			ROOM DIVIDER		BLDG 1 RM 311							
29			ROOM DIVIDER		BLDG 1 RM 311							
30			ROOM DIVIDER		BLDG 1 RM 311							
31			DOOR AND LOCK		BLDG 1 RM 322							
32			METAL CABINET GLASS FRONT		BLDG 1 RM 321							
33			CABINET W/GLASS		BLDG 1 RM 320							
34			CABINET W/GLASS		BLDG 1 RM 320							
35			50" CABINET METAL		BLDG 1 RM 320							
36			AIR CONDITIONER		BLDG 1 RM 305							
37			AIR CONDITIONER		BLDG 1 RM 306							
38		# 41105059	WATER COOLER		BLDG 1 HALL O/S 303							
39			BOOK SHELVES		BLDG 1 RM 303							
40			BOOK SHELVES		BLDG 1 RM 320							

SCREENERS NAME, AGENCY, PHONE & DATE
 STATE OF OREGON, DEPT. OF GENERAL SERVICES
 SURPLUS PROPERTY DIVISION
 1655 SALEM INDUSTRIAL DRIVE N.E.
 SALEM, OR 97330 — PHONE 503-378-4089

V.A. HOSPITAL
 PORTLAND, OR

NAME OF DPDO & PHONE

MULTNOMAH COUNTY SHERIFF'S OFFICE
 12240 N.E. GLISAN ST #10
 PORTLAND, OR

SCHENERS TALLY REQUEST TO FREEZE EXCESS/SURPLUS PROPERTY

ITEM NO.	SITE	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
41			DOOR W/LOCK		BLDG 1 RM 432							
42			DOOR W/LOCK		BLDG 1 RM 404							
43		# 4110-5060	WATER COOLER		BLDG 1 O/S 405							
44			METAL LOCKERS, WALL		BLDG 1 RM 507							
45			METAL LOCKERS WALL		BLDG 1 OS/ RM 507							
46			CABINET, WALL MOUNT		BLDG 1 RM 505							
47			WALL CABINET		BLDG 1 RM 505							
48			WALL SHELVES & COUNTER		BLDG 1 RM 501							
49			AIR CONDITIONER		BLDG1 RM 501							
50			CURVED CORNER MIRROR		BLDG 1 RM 501							
51			DRINKING FOUNTAIN		BLDG 1 O/S RM 503							
52			WINDOW AIR CONDITIONER		BLDG 2 RM 205							
53			WINDOW AIR CONDITIONER		BLDG 2 PHARMACY ANNEX							
54			WINDOW AIR CONDITIONER		BLDG 2 PHARMACY ANNEX							
55			WALL CABINET METAL		BLDG 2 RM 304							
56			WALL CABINET "		BLDG 2 RM 304							
57			WALL CABINET "		BLDG 2 RM 304							
58			WALL CABINET "		BLDG 2 RM 304							
59			LOCKERS		BLDG 2 RM 309							
60			LOCKERS		BLDG 2 RM 309							

CREMERS NAME, AGENCY, PHONE & DATE
 STATE OF OREGON, DEPT. OF GENERAL SERVICES
 SURPLUS PROPERTY DIVISION
 1855 SALEM INDUSTRIAL DRIVE N.E.
 SALEM, OR 97330 — PHONE 503-378-4089

V.A. HOSPITAL
 PORTLAND, OR.

NAME OF DPDO & PHONE
 MULTNOMAH COUNTY SHERIFF'S OFFICE
 255-3600X372

12240 N.E. GLISAN ST #12
 PORTLAND, OR 97230

ITEM NO.	S I T E	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND. CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
61			LOCKERS		BLDG 2 RM 309							
62			LOCKERS		BLDG 2 RM 309							
63			WALL CABINETS METAL		BLDG 4 RM 115A							
64			WALL CABINETS METAL		BLDG 4 RM 115A							
65			WALL CABINETS METAL		BLDG 4 RM 115A							
66			WALL CABINETS METAL		BLDG 4 RM 115A							
67			WALL CABINETS METAL		BLDG 4 RM 115A							
68			WALL CABINETS METAL		BLDG 4 RM 115							
69			WALL CABINETS METAL		BLDG 4 RM 115							
70			WALL CABINETS METAL		BLDG 4 RM 115							
71			ROOM DIVIDERS		BLDG 4 RM 16							
72			ROOM DIVIDERS		BLDG 4 RM 16							
73			ROOM DIVIDERS		BLDG 4 RM 16							
74			WINDOW AIR CONDITIONER		BLDG 16 RM 107							
75			WINDOW AIR CONDITIONER		BLDG 16 RM 107							
76			WALL CABINETS		BLDG 16 RM 10							
77			WALL CABINETS		BLDG 16 RM 10							
78			WALL CABINETS		BLDG 16 RM 10							
79			WALL SHELVES		BLDG 16 RM 11							
80			WALL DESK		BLDG 16 RM 11							

SCREENERS NAME, AGENCY, PHONE & DATE
STATE OF OREGON, DEPT. OF GENERAL SERVICES
SURPLUS PROPERTY DIVISION
1655 SALEM INDUSTRIAL DRIVE N.E.
SALEM, OR 97330 — PHONE 503-378-4089

V.A HOSPITAL
PORTLAND, OR

NAME OF DPOO & PHONE

MULTNOMAH COUNTY SHERIFF'S OFFICE
(503) 255-3600 X372

12240 N.E. GLISAN ST #12
PORTLAND, OR 97230

NO.	E	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND TOTAL	FREEZE CODE
81			WALL SHELVES		BLDG 16 RM 9							
82			LOCKERS		BLDG 16 RM 17							
83			LOCKERS		BLDG 16 RM 17							
84			LOCKERS		BLDG 16 RM 17							
85			LOCKERS		BLDG 16 RM 17							
86			LOCKERS		BLDG 16 RM 17							
87			LOCKERS		BLDG 16 RM 17							
88			LOCKERS		BLDG 16 RM 17							
89			LOCKERS		BLDG 16 RM 17							
90			LOCKERS		BLDG 16 RM 17							
91			BOOKSHELVES		BLDG 16 RM 209							
92			BOOKSHELVES		BLDG 16 RM 209							
93			BOOKSHELVES		BLDG 16 RM 209							
94			BOOKSHELVES		BLDG 16 RM 209							
95			BOOKSHELVES		BLDG 16 RM 208							
96			BOOKSHELVES		BLDG 16 RM 208							
97			BOOKSHELVES		BLDG 16 RM 208							
98			BOOKSHELVES		BLDG 16 RM 208							
99			BOOKSHELVES		BLDG 16 RM 208							
100			DOOR & BOOK RETURN BOX		BLDG 16 RM 210							

SCREENERS NAME, AGENCY, PHONE & DATE
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12240 N.E. GLISAN ST #12
 PORTLAND, OR 97230

ITEM NO.	NATIONAL STOCK NUMBER	NOUN DESCRIPTION	TURN-IN-DOCUMENT #	PROP. LOCATION	UNIT ISSUE	QUAN	COND. CODE	G.S.A. REPORT #	UNIT PRICE	EXTEND. TOTAL	FREEZE CODE
101		CABINET METAL		BLDG 16 RM 214							
102		WALL CABINET		BLDG 16 RM 214							
103		WALL CABINET		BLDG 16 RM 214							
104		WALL CABINET		BLDG 16 RM 214							
105		WALL CABINET		BLDG 16 RM 214							
106		WALL CABINET		BLDG 16 RM 214							
107		SORTING RACKS, TAB		BLDG 16 RM 215							
108		SORTING RACKS, TAB		BLDG 16 RM 215							
109		SORTING RACKS, TAB		BLDG 16 RM 215							
110		WALL CABINET		BLDG 16 RM 216							
111		WALL CABINET		BLDG 16 RM 216							
112		WALL CABINET		BLDG 16 RM 216							
113		WALL CABINET		BLDG 16 RM 216							
114		CABINET CUPBOARD		BLDG 16 RM 7							
115		WALL DESK LG.		BLDG 16 RM 8							
116		CABINET, STAINLESSMETAL/GLASS		BLDG 16 RM 16							
117		CABINET, METAL/GLASS		BLDG 16 RM 13							

SCREENERS NAME, AGENCY, PHONE & DATE
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NAME OF DPDO & PHONE
 MULTNOMAH COUNTY SHERIFF'S OFFICE
 (503) 255-3600X372

12240 N.E. GLISAN ST #12
 PORTLAND, OR 97230

June 28, 1988

AMENDMENTS JUNE 30, 1988

TECHNICAL AMENDMENTS

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	HSD	DHS #23 - Reduces Health Educator revenue expense - \$(20,884)	0
6/22/88	HSD	DHS #28 - Reclassifies CHN to Nutritionist, 5 HST's to OA 2's, 0.5 PDT to 0.5 Fin Tech	0
6/22/88	HSD/SSD	DHS #29 - Transfers ARC and "Teen Line" contracts to SSD	0
6/22/88	ASD	DHS #31 - Changes quality assurance from PS to contract	0
6/22/88	SSD	DHS #34 - Reduces SSD Ind. Costs to approved rate - \$(22,664)	0
6/22/88	ASD	DHS #35 - Increases net revenue from several sources - \$11,378	0
6/22/88	ASD	DHS #36 - Transfers Fin Spec I from Public Guardian to Central Administration	0
6/22/88	ASD	DHS #37 - Reduces ASD Ind. Costs to approved rate - \$(15,844)	0
6/22/88	Sheriff	DJS #20 - Transfers Tax Title operation and fund to Facilities Management	0
6/22/88	CCA	DJS #26 - Moves CCA Director's Office from F/S to GF	0
6/22/88	Sheriff	DJS #28 - Reclassifies OA4 to Op. Sup. 1	0
6/22/88	Fleet	DES #8 - Adjusts budget to reflect changed service reimbursements	0
6/22/88	Admin	DES #9 - Balances RF BWC and new State revenue to reflect 87-88 payment to Portland - \$(247,611)	0
6/22/88	Fair	DES #14 - Reclassifies positions	0
6/22/88	Transport	DES #16 - Reclassifies positions	0
6/22/88	Transport	DES #17 - Transfers appropriations from capital to Motor Pool for purchase of vehicles - \$38,000	0

1489F/20

June 28, 1988

AMENDMENTS JUNE 30, 1988

TECHNICAL AMENDMENTS (Cont'd)

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	ISD	DGS # 7 - Reclassification in ISD of OA 3 to Network Operator	0
6/22/88	ISD	DGS # 8 - Reclassification of 2 Senior ProgrammerAnalyst/Lead positions to 2 Data Processing Manager 1	0
6/22/88	Director	DGS # 13 - Transfers Staff and M & S for Health and Benefits from Labor Relations to Employee Services	0
6/22/88	Emp Srvs	DGS # 15 - Upgrades two positions in Labor Relations. Reduces Management Analyst FTE in Employee Services	0
6/22/88	Adm Srvs	DGS #16 - Upgrades Adm Spec 2 to Prog Mgmt Spec in Employee Services	0
6/22/88	Adm Srvs	DGS #18 - Upgrade of Adm Spec in Purchasing	
6/22/88	Emp Srvs	DGS #20 - Moves three positions to Employee Services, Risk Management	0
6/22/88	PI & Bud	NOND # 7 - Splits Commission District #3 budget into two parts	0
6/22/88	PI & Bud	NOND # 8 - Adds to Capital Reserve Fund for Gill Building, Jail construction and equipment \$11,093,085	

1489F/21

June 28, 1988

AMENDMENTS JUNE 30, 1988

PROGRAM CHANGES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
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REQUIRED CHANGES

6/22/88	Casterline	DHS #22 - Facilities Management - remodeling at David Douglas facility	0
6/22/88	Budget	DJS #14 - Cost of Deputy DA salary settlement for 1988-89	(326,604)
6/22/88	Budget	DJS #17 - Cost of Corrections Officers wage settlement for 1988-89	(1,140,928)
6/22/88	Sheriff	DJS #18 - Covers cost of Federal Jail Monitor	(25,000)
6/22/88	Fac Mgmt	DES #11 - Adds rent for space in Oregon National Bldg	(11,755)
6/22/88	Fac Mgmt	DES #13 - Purchases ground floor of Gill Bldg, appropriates interest payment	(139,000)
6/22/88	PI & Bud	NOND # 11 - Increase BIT transfer	(454,000)
		Subtotal	<u>2,097,287</u> <i>Correct #</i> <i>\$2.8 million -</i>

OTHER PROGRAM REQUESTS

4/14/88	Anderson	DHS #3 - Adds early intervention programs to Social Services and Health Services	(419,167)
4/14/88	Anderson	DHS #5 - Adds \$32,000 to Juvenile Justice Division pending completion of negotiations with CSD about dependency program	(32,000)
4/14/88	Anderson	DHS #6 - Adds 3% to contractors in Social Services (\$78,795), Aging Services (\$7,672), and Health Services (\$19,092)	(105,559)
4/14/88	Casterline	DHS #8 - Adds \$10,000 to Health Services to purchase an option on a site for a mid-County health clinic	(10,000)
4/21/88	Kafoury	DHS #13 - Adds 1 Mental Health Worker for MHSW	(49,500)
4/21/88	Anderson	DHS #15 A - Adds 2 CHN for 0-7 Outreach	(65,758)
4/21/88	Casterline	DHS #15 B - Adds 1 CHN for 0-7 Outreach	(32,879)

June 28, 1988

AMENDMENTS JUNE 30, 1988

PROGRAM CHANGES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
OTHER PROGRAM REQUESTS (Cont'd)			
6/22/88	Anderson	DHS #17 - OTO support for the Outward Bound Program	(30,000)
6/22/88	Kafoury	DHS #18 - Partial funding for Mental Health S.W.	(24,750)
6/22/88	Director	DHS #20 - Creates Community Services org in Director's Office , accounts for restructured Portland CAAP - \$2,798,371	(1,378)
6/22/88	Director	DHS #21 - MCCAAs spinoff	0
6/22/88	JJD	DHS #33 - Adds 3 dependency technicians	(70,479)
6/22/88	Casterline	DHS #38 - Fac Mgmt - Purchases furniture and partitions for David Douglas facility	(54,800) <i>A</i>
6/22/88	SSD	DHS #42 - Adds 2 staff with State Local Admin revenue - \$57,291	0
4/11/88	Kafoury	DJS #6 - Reduces Corrections Overtime \$200,000	200,000
4/19/88	Anderson	DJS #10 - Cuts 1.5 Public Safety Aide for Courthouse security from Sheriff Corrections	36,041
4/19/88	Anderson	DJS #11 - Eliminates Electronic Security program from Sheriff Corrections	84,693
4/19/88	Anderson	DJS #12 - Cuts 1 Program Management Specialist from DJS Administration	49,053
6/22/88	McCoy	DJS #12 - Adds Community Project Leader to Community Corrections	(30,260)
6/22/88	DA	DJS #15 - Creates 2 DDA positions, replaces OTSC grant (see DJS #24)	(81,229)
4/19/88	Anderson	DES #3 - Cuts 1 maintenance worker from Facilities Management	25,073
6/22/88	Planning	DES #10 - Moves part of Planning within Morrison Bldg, adds OA2 when Right-of-Way Permits moves to Vance	(9,607)

June 28, 1988

AMENDMENTS JUNE 30, 1988

PROGRAM CHANGES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
OTHER PROGRAM REQUESTS (Cont'd)			
6/22/88	McCoy	DES #12 - Adds rentals for judges' parking	(24,000)
6/22/88	Karoury	DES #15 - Moves GF Case Mgmt money from CDBG to DHS	0
6/22/88	Parks	DES #18 - Adds .5 Planner with Parks Development Program	0
6/22/88	Em Mgmt	DES #30 - Carries over unspent Personal Services in Emergency Mgmt and appropriates capital for hazardous materials equipment	0
4/18/88	Anderson	DGS #1 - Cut 1 planning position from Planning and Budget Division	43,430
4/19/88	Miller	DGS #2 - Adds cartographer position to Assessment and Taxation (delay until June)	(39,471)
4/19/88	Anderson	DGS #3 - Cuts 1 Management Analyst position for classification/compensation plan from Employee Relations	33,039
4/19/88	Anderson	DGS #4 - Reduces merit step increases for exempt employees from 3% to 2%	68,000
6/22/88	Adm Srvs	DGS #17 - Eliminates Records Coordinator. Adds Records Manager and Warehouse Worker	0
6/22/88	Auditor	NOND # 6 - Increase Deputy Auditor budgeted salary \$4,750	(4,750)

1489F/17

AMENDMENTS JUNE 30, 1988

TECHNICAL AMENDMENTS

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	HSD	DHS #23 - Reduces Health Educator revenue expense - \$(20,884)	0
6/22/88	HSD	DHS #28 - Reclassifies CHN to Nutritionist, 5 HST's to OA 2's, 0.5 PDT to 0.5 Fin Tech	0
6/22/88	HSD/SSD	DHS #29 - Transfers ARC and "Teen Line" contracts to HSD	0
6/22/88	ASD	DHS #31 - Changes quality assurance from PS to contract	0
6/22/88	HSD	DHS #32 - Carries over capital for MIS system - \$20,000	0
6/22/88	JJD	DHS #33 - Adds 3 dependency technicians	(70,479)
6/22/88	SSD	DHS #34 - Reduces SSD Ind. Costs to approved rate - \$(22,664)	0
6/22/88	ASD	DHS #35 - Increases net revenue from several sources - \$11,378	0
6/22/88	ASD	DHS #36 - Transfers Fin Techn from Pub Guardian to Central Administration	0
6/22/88	ASD	DHS #37 - Reduces ASD Ind. Costs to approved rate - \$(15,844)	0
6/22/88	Sheriff	DJS #20 - Transfers Tax Title operation and fund to Facilities Management	0
6/22/88	CCA	DJS #26 - Moves Director's Office from F/S to GF	0
6/22/88	Sheriff	DJS #28 - Reclassifies OA4 to Op. Sup. 1	0
6/22/88	Fleet	DES #8 - Adjusts budget to reflect changed service reimbursements	0
6/22/88	Admin	DES #9 - Balances RF BWC and new State revenue to reflect 87-88 payment to Portland	0
6/22/88	Fair	DES #14 - Reclassifies positions	0
6/22/88	Transport	DES #16 - Reclassifies positions	0
6/22/88	Transport	DES #17 - Transfers appropriations from capital to Motor Pool for purchase of vehicles	0

AMENDMENTS JUNE 30, 1988

TECHNICAL AMENDMENTS (Cont'd)

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	ISD	DGS # 7 - Reclassification in ISD of OA 3 to Network Operator	0
6/22/88	ISD	DGS # 8 - Reclassification of 2 Senior ProgrammerAnalyst/Lead positions to 2 Data Processing Manager 1	0
6/22/88	Director	DGS # 13 - Transfers Staff and M & S for Health and Benefits from Labor Relations to Employee Services	0
6/22/88	Emp Srvs	DGS # 15 - Upgrades two positions in Labor Relations. Reduces Management Analyst FTE in Employee Services	0
6/22/88	Adm Srvs	DGS #16 - Upgrades Adm Spec 2 to Prog Mgmt Spec in Employee Services.	0
6/22/88	Adm Srvs	DGS #18 - Upgrade of Adm Spec in Purchasing	
6/22/88	Emp Srvs	DGS #20 - Moves three positions to Employee Services, Risk Management	0
6/22/88	Pl & Bud	NOND # 7 - Splits Commission District #3 budget into two parts	0
6/22/88	Pl & Bud	NOND # 8 - Adds to Capital Reserve Fund for Gill Building, Jail construction and equipment \$11,093,085	

1489F/21

AMENDMENTS JUNE 30, 1988

PROGRAM CHANGES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
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REQUIRED CHANGES

6/22/88	Casterline	DHS #22 - Facilities Management - remodeling at David Douglas facility	0	A
6/22/88	Budget	DJS #14 - Cost of Deputy DA salary settlement for 1988-89	(326,604)	
6/22/88	Budget	DJS #17 - Cost of Corrections Officers wage settlement for 1988-89	(1,140,928)	
6/22/88	Sheriff	DJS #18 - Covers cost of Federal Jail Monitor	(25,000)	
6/22/88	Fac Mgmt	DES #11 - Adds rent for space in Oregon National Bldg	(11,755)	
6/22/88	Fac Mgmt	DES #13 - Purchases ground floor of Gill Bldg, appropriates interest payment	(139,000)	A
6/22/88	Pl & Bud	NOND # 11 - Increase BIT transfer	(454,000)	A

OTHER PROGRAM REQUESTS

4/14/88	Anderson	DHS #3 - Adds early intervention programs to Social Services and Health Services	(419,167)	
4/14/88	Anderson	DHS #5 - Adds \$32,000 to Juvenile Justice Division pending completion of negotiations with CSD about dependency program	(32,000)	
4/14/88	Anderson	DHS #6 - Adds 3% to contractors in Social Services (\$78,795), Aging Services (\$7,672), and Health Services (\$19,092)	(105,559)	
4/14/88	Casterline	DHS #8 - Adds \$10,000 to Health Services to purchase an option on a site for a mid-County health clinic	(10,000)	
4/21/88	Kafoury	DHS #13 - Adds 1 Mental Health Worker for MHSW	(49,500)	
4/21/88	Anderson	DHS #15 A - Adds 2 CHN for 0-7 Outreach	(65,758)	
4/21/88	Casterline	DHS #15 B - Adds 1 CHN for 0-7 Outreach	(32,879)	

AMENDMENTS JUNE 30, 1988

PROGRAM CHANGES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
OTHER PROGRAM REQUESTS (Cont'd)			
6/22/88	Anderson	DHS #17 - OTO support for the Outward Bound Program	(30,000)
6/22/88	Kafoury	DHS #18 - Partial funding for Mental Health S.W.	(24,750)
6/22/88	Director	DHS #20 - Creates Community Services org in Director's Office , accounts for restructured Portland CAAP - \$2,798,371	(1,378) A
6/22/88	Director	DHS #21 - MCCA spinoff	0 A
6/22/88	JJD	DHS #22 <i>Renodel D. Douglas</i> DHS #33 - Adds 3 dependency technicians	(70,479) A
6/22/88	Casterline	DHS #38 - Fac Mgmt - Purchases furniture and partitions for David Douglas facility	(54,800) A
6/22/88	SSD	DHS #42 - Adds 2 staff with State Local Admin revenue - \$57,291	0 A
4/11/88	Kafoury	DJS #6 - Reduces Corrections Overtime \$200,000	200,000
4/19/88	Anderson	DJS #10 - Cuts 1.5 Public Safety Aide for Courthouse security from Sheriff Corrections	36,041
4/19/88	Anderson	DJS #11 - Eliminates Electronic Security program from Sheriff Corrections	84,693
4/19/88	Anderson	DJS #12 - Cuts 1 Program Management Specialist from DJS Administration	49,053
6/22/88	McCoy	DJS #12 - Adds Community Project Leader to Community Corrections	(30,260) A
6/22/88	DA	DJS #15 - Creates ¹ / ₂ DDA positions, replaces OTSC grant (see DJS #24)	(81,229) <i>51,000</i> A
4/19/88	Anderson	DES #3 - Cuts 1 maintenance worker from Facilities Management	25,073
6/22/88	Planning	DES #10 - Moves part of Planning within Morrison Bldg, adds OA2 when Right-of-Way Permits moves to Vance	(9,607) A

AMENDMENTS JUNE 30, 1988

PROGRAM CHANGES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
OTHER PROGRAM REQUESTS (Cont'd)			
6/22/88	McCoy	DES #12 - Adds rentals for judges' parking	(24,000)
6/22/88	Karoury	DES #15 - Moves GF Case Mgmt money from CDBG to DHS	0 A
6/22/88	Parks	DES #18 - Adds .5 Planner with Parks Development Program	0 A
6/22/88	Em Mgmt	DES #30 - Carries over unspent Personal Services in Emergency Mgmt and appropriates capital for hazardous materials equipment	0 A
4/18/88	Anderson	DGS #1 - Cut 1 planning position from Planning and Budget Division	43,430
4/19/88	Miller	DGS #2 - Adds cartographer position to Assessment and Taxation (delay until June)	(39,471)
4/19/88	Anderson	DGS #3 - Cuts 1 Management Analyst position for classification/compensation plan from Employee Relations	33,039
4/19/88	Anderson	DGS #4 - Reduces merit step increases for exempt employees from 3% to 2%	68,000
6/22/88	Adm Srvs	DGS #17 - Eliminates Records Coordinator. Adds Records Manager and Warehouse Worker	0 A
6/22/88	Auditor	NOND # 6 - Increase Deputy Auditor budgeted salary \$4,750	(4,750)
1489F/17		<i>NonD # 11 BIT Share increased (454,000) A</i>	

1. PROPOSED BY Dave Boyer/Wayne George

DEPARTMENT DES DIVISION Fac Mgmt FUND General BUDGET PAGES D - 48

2. DESCRIPTION OF AMENDMENT

Transfers appropriation for rental on Gill Building to Capital Outlay to purchase one floor of the building. Also appropriates from Contingency the interest on third party financing for remainder of building.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	7920	6170	(264,000)	Rentals
			7500	271,000	Other Internal
100	030	7920	7500	132,000	Other Internal
100	045	9120	7700	(139,000)	Contingency

EFFECT ON General FUND CONTINGENCY \$(139,000)

1. PROPOSED BY David Warren
 DEPARTMENT NOND DIVISION Allotments to Non-Co Agencies FUND General BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Increases appropriation for sharing of BIT receipts with East County cities to \$1,204,000.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	050	9335	6060	454,000	
100	045	9120	7700	(454,000)	

EFFECT ON General FUND CONTINGENCY (454,000)

1. PROPOSED BY Commissioner Casterline

DEPARTMENT DHS/DES DIVISION Various FUND 100/156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment identifies the estimated cost and funding in the amount of \$71,907 for remodeling the David Douglas site for use as the ASD Long Term Care East Branch and for the new private non-profit Human Solutions, Inc. (MCCA). These activities are anticipated to proceed independently from a complimentary project to be funded by Community Development Block Grant (CDBG) which will make the site handicapped accessible. This amendment also identifies \$25,000 designated for a siting study for a permanent mid-County location.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase General Fund BWC \$76,032
 Increase Service Reimbursements from F/S to General Fund \$22,357
 Increase Title IIIB grant revenue \$20,875

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	9080	6110	25,000	Professional Services
100	030	9080	8300	71,907	Other Improvements
100	010	1750	7608	1,482	CT to F/S
156	010	1750	7100	1,482	Indirect
156	010	1750	7400	20,875	Building Management
			REVENUE		
100	045	7410	0500	76,032	BWC
100	035	9080	6602	20,875	Building Mgmt. F/S to GF
100	045	7410	6602	1,482	Ind. Cost F/S to GF
156	010	1750	2064	20,875	Title IIIB
156	010	1750	7601	1,482	General Fund Transfer

EFFECT ON _____ FUND CONTINGENCY _____



MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
BUDGET & MANAGEMENT
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BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
POLLY CASTERLINE
GRETCHEN KAFOURY
CAROLINE MILLER

MEMORANDUM

TO: Board of County Commissioners
FROM: David Warren, Budget Manager *DCW*
DATE: June 29, 1988
SUBJECT: Program Amendments for June 30 Consideration

I hate to do it but here is yet another list.

My understanding of the informal discussion of the program amendments was that the Board is interested in considering the following items on June 30 when the Budget is adopted.

All other amendments would be deferred at least until the first quarterly contingency discussion.

<u>AMENDMENT</u>	<u>CHANGE TO CONTINGENCY</u>
DHS 20 Creates Community Services Org in DHS Director's Office to account for restructured Portland CAAP	(1,378)
DHS 21 MCCA Spinoff	0
DHS 33 Adds 3 dependency technicians to Juvenile	(70,479)
DJS 12 CCA Community Project Leader	(30,260)
DHS 42 Adds 2 staff to Social Services Administration with State Local Administration money	0
DES 10 Moves Planning, adds partial OA 2	(9,607)
DES 15 Moves Case Management money from CDBG to DHS	0
DES 18 Adds .5 Parks Development Planner	0
DES 30 Hazardous Materials capital	0
DGS 17 Cuts Records Coordinator, adds Manager and Warehouse Worker	0
2377F/kd	
TOTAL	(111,724)

1. PROPOSED BY Duane Zussy

DEPARTMENT DHS DIVISION Director FUND 100/156 BUDGET PAGES B - 7

2. DESCRIPTION OF AMENDMENT

This amendment creates a new organization within the Director's Office named Community Services. This organization would be accounted for in the Federal State Fund. The EBNC Coordinator position would be moved from the Director's Office - General Fund into this new organization, along with EBNC support funds budgeted in SSD Administration.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
9115 PDS/Senior (Fund 100)	(1.00)	(35,892)	(9,066)	(3,717)	(48,675)
9115 PDS/Senior (Fund 156)	100	35,892	9,066	3,717	48,675

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	010	0100	5100	(35,892)	Permanent
			5500	(9,066)	Fringe
			5550	(3,717)	Insurance
156	010	1100	6100	(170,000)	Professional Srvs - SSD
156	010	1100	7100	(12,070)	Indirect - SSD

EFFECT ON General FUND CONTINGENCY (\$ 1,378)

DHS 20A

FUND	AGENCY	ORGANIZATION	REVENUE* OBJECT	INCREASE (DECREASE)	NOTES
156	010	0130	5100	35,892	Permanent
			5500	9,338	Fringe
			5400	1,076	Premium
			5550	3,747	Insurance
			6110	170,000	Prof Srvs - Director
			7110	15,624	Indirect
100	010	0100	7608	53,607	Cash Trans to F/S - DHS
100	045	9120	7700	(1,378)	Contingency
				57,161	Net Expenditure Change
100	045	7410	6602*	3,554	Srvs Reimb from F/S
156	010	0130	7601*	235,677	CT from GF - Director
156	010	1100	7601*	(182,070)	CT from GF - SSD
				57,161	Net Revenue Change

1. PROPOSED BY Duane Zussy
DEPARTMENT DHS DIVISION Director FUND 156 BUDGET PAGES B - 7

2. DESCRIPTION OF AMENDMENT

DHS 20A proposes the creation of a community services organization. This Amendment increases Federal/State revenues to reflect passage of funding through this organization to the restructured Community Action Agency of Portland, which will in turn pass the funding on to delegate provider agencies.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
None					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Federal/State grant revenues by \$2,722,155.
Increase Cash transfer to F/S from GG by \$19,055.
Increase Service Reimbursement revenue to GF by \$19,055.

FUND	AGENCY	ORGANIZATION	REVENUE* OBJECT	INCREASE (DECREASE)	NOTES
156	010	0130	6060	2,722,155	Pass Through
156	010	0130	7100	19,055	Indirect
100	010	0100	7608	19,055	Cash Transfer to F/S
156	010	0130	7601*	19,055	Cash Transfer from GF
100	045	7410	6602*	19,055	Srvs Reimb from F/S

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Duane Zussy
 _____ ASD Director,
 DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES Various

2. DESCRIPTION OF AMENDMENT

This amendment proposes to

1. Eliminate all appropriations now under MCCA, as this organization becomes a private, not for profit organization named HSI.
2. Move revenues that will pass through the County to HSI to the Director's Office.
3. Establish a budget to allow ASD to contract with HSI for the continuation of the current MCCA aging program.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Delete all positions on attachment A.					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Reduces DHS grant revenue by \$32,008.
 Reduces Cash Transfer from GF to F/S by \$74,114.
 Reduces Service Reimbursement from FS to GF by \$74,114.
 Replaces \$52,211 of Building Mgmt. Reimbursement with the same amount of Rental Revenue.

Delete all appropriations on attachments B - E, subtotal \$1,455,246.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0130	6060	980,889	Pass Through
			6110	152,446	Professional Services
			7100	17,690	Indirect
				1,151,025	Subtotal, D130

EFFECT ON _____ FUND CONTINGENCY _____

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	1750	6060	115,669	Pass Through - ASD
			6110	115,038	Professional Srvs - ASD
			7110	8,977	Indirect
				239,684	Subtotal - ASD
156	010	1100	6110	(38,856)	Professional Services
156	010	1100	7110	(2,759)	Indirect
				(41,615)	Subtotal - SSD
100	030 010	0100	7608	(74,143) (74,114)	CT to F/S
			REVENUE		
100	030	7920	6602	(52,211)	Bldg. Mgmt. Srvs Reimbursement
100	030	7920	4612	52,211	Rentals
156	010	1750	2064	91,625	3B
		1750	2387	24,044	OPI
		1750	7601	124,015	GF
				239,684	Subtotal - ASD
156	010	1100	7601	(41,615)	GF
156	010	1600	2020	(56,824)	CDBG
			2064	(19,625)	
			2070	(10,500)	
			2071	(198,000)	
			2072	(131,571)	LIEAP Energy
			2073	(141,569)	LIEAP Wx

FUND	AGENCY	ORGANIZATION	REVENUE	INCREASE (DECREASE)	NOTES
156	010	1600	2075	(25,000)	FEMA
			2076	(185,149)	Exxon Oil
			2387	(24,044)	OPI
			2394	(18,500)	CAAP Homeless
			2395	(70,000)	DOE Wx
			2396	(32,000)	YCC
			6805	(3,000)	Gresham CC
			6810	(90,784)	Utilities
			6812	(50,000)	Elderlink
			7601	(326,680)	GF
				(1,455,246)	Subtotal - MCCA
156	010	0130	2020	56,824	CDBG
			2071	198,000	CSBG
			2072	131,571	LIEAP Energy
			2073	141,569	LIEAP Wx
			2076	185,149	Exxon Oil
			*	70,000	DOE Wx
			*	122,872	ODOE Wx - Spec Proj
			*	4,904	HUD Homeless
			2396	70,000	YCC
			7601	170,136	GF
				1,151,025	Subtotal - 0130
100	045	7410	6602	(74,114) (74,143)	Ind. Costs. Srvs Reimb from F/S

**AMENDMENT # DHS #21 PERSONNEL DETAIL
ATTACHMENT A**

FTE	JOB TITLE	JCN	BASE	FRINGE	INS BENE	TOTAL
(4.00)	Office Assistant 2	6001	(65,935)	(16,655)	(7,882)	(90,472)
(1.00)	Office Assistant 3	6002	(19,248)	(4,862)	(2,588)	(26,698)
(1.00)	Prog Development Sp	6021	(29,838)	(7,537)	(3,899)	(41,274)
(3.00)	Program Coordinator	6022	(76,403)	(19,299)	(10,880)	(106,582)
(1.00)	Finance Spec 1	6030	(29,838)	(7,537)	(3,899)	(41,274)
(3.00)	Maintenance Worker	6092	(60,677)	(15,327)	(8,957)	(84,961)
(0.70)	Volunteer Coord	6263	(17,103)	(4,320)	(2,311)	(23,734)
(2.00)	Human Srvs Asst	6290	(30,172)	(7,622)	(5,953)	(43,747)
(6.00)	Case Manager 1	6298	(113,117)	(28,575)	(13,716)	(155,408)
(4.00)	Client Advocate	6300	(67,302)	(17,001)	(8,377)	(92,680)
(1.00)	Program Supervisor	9145	(29,879)	(7,547)	(2,350)	(39,776)
(1.00)	Program Manager 1	9320	(40,925)	(10,338)	(4,901)	(56,164)
(27.70)	FTE		(580,437)	(146,620)	(75,713)	(802,770)
	Temporary		(160,448)	(12,049)	(4,412)	(176,909)
	Overtime		(1,000)	(253)	(28)	(1,281)
	Premium		(18,578)	(4,692)	(510)	(23,780)
	TOTAL		(760,463)	(163,614)	(80,663)	(1,004,740)

REQUIREMENT DETAIL

AGENCY: 010 HUMAN SERVICES
 FUND: 156 FEDERAL/STATE PROGRAM FUND
 ORG: 1605 MCCA COMMUNITY PROGRAMS

1985-86 ACTUAL	1986-87 ACTUAL	1987-88 ADOPTED	1987-88 REVISED		1988-89 PROPOSED	1988-89 APPROVED	1988-89 ADOPTED
PERSONAL SERVICES							
236,588	0	264,172	293,245	5100 PERMANENT	265,785	265,785	0
18,323	0	8,790	25,961	5200 TEMPORARY	0	0	0
1,073	0	1,000	1,000	5300 OVERTIME	1,000	1,000	0
690	0	3,175	323	5400 PREMIUM	8,004	8,004	0
90,659	0	72,883	82,059	5500 FRINGE BENEFITS	69,411	69,411	0
347,333	0	350,020	402,588	TOTAL EXTERNAL	344,200	344,200	0
0	0	31,646	35,651	5550 INSURANCE BENEFITS	34,829	34,829	0
347,333	0	381,666	438,239	TOTAL PERSONAL SERVICES	379,029	379,029	0
EXTERNAL MATERIALS AND SERVICES							
0	0	0	0	6050 COUNTY SUPPLEMENTS	0	0	0
0	0	0	0	6060 PASS-THROUGH PAYMENTS	0	0	0
1,319	0	9,300	9,300	6110 PROFESSIONAL SVCS	9,300	9,300	0
13,525	0	11,010	11,010	6120 PRINTING	11,010	11,010	0
403	0	6,132	6,132	6130 UTILITIES	6,132	6,132	0
11,614	0	19,025	19,425	6140 COMMUNICATIONS	0	0	0
4,667	0	32,069	32,069	6170 RENTALS	200	200	0
2,051	0	200	200	6180 REPAIRS AND MAINTENANCE	200	200	0
0	0	2,375	2,375	6190 MAINTENANCE CONTRACTS	2,700	2,700	0
6,995	0	4,600	4,600	6200 POSTAGE	4,600	4,600	0
7,349	0	2,946	12,946	6230 SUPPLIES	14,305	14,305	0
0	0	50	50	6270 FOOD	50	50	0
3,399	0	6,500	6,500	6310 EDUCATION & TRAINING	6,500	6,500	0
7,654	0	9,691	11,352	6330 TRAVEL	10,967	10,967	0
565	0	0	0	6520 INSURANCE	0	0	0
0	0	0	0	6530 EXTERNAL DATA PROCESSING	0	0	0
0	0	0	0	6550 DRUGS	0	0	0
0	0	0	0	6580 CLAIMS PAID	0	0	0
0	0	0	0	6590 JUDGMENTS	0	0	0
0	0	0	0	6610 AWARDS AND PREMIUMS	0	0	0
0	0	2,200	2,200	6620 DUES AND SUBSCRIPTIONS	2,200	2,200	0
15,400	0	0	0	6650	0	0	0
0	0	0	0	7810 PRINCIPAL	0	0	0
0	0	0	0	7820 INTEREST	0	0	0
74,941	0	105,098	118,159	TOTAL EXTERNAL	68,164	68,164	0
INTERNAL SERVICE REIMBURSEMENTS							
207	0	1,632	4,344	7100 INDIRECT COSTS	36,155	36,155	0
0	0	0	0	7150 TELEPHONE	8,856	8,856	0
0	0	0	0	7200 DATA PROCESSING	0	0	0
814	0	0	0	7300 MCTOR POOL	0	0	0
6,877	0	9,000	9,000	7400 BUILDING MANAGEMENT	31,869	31,869	0
310	0	0	0	7500 OTHER INTERNAL	0	0	0
8,208	0	10,632	13,344	TOTAL INTERNAL	76,880	76,880	0
83,149	0	115,730	131,503	TOTAL MATERIALS & SERVICES	145,044	145,044	0
CAPITAL OUTLAY							
0	0	0	0	8100 LAND	0	0	0
0	0	0	0	8200 BUILDINGS	0	0	0
0	0	0	0	8300 OTHER IMPROVEMENTS	0	0	0
4,532	0	6,400	6,400	8400 EQUIPMENT	0	0	0
4,532	0	6,400	6,400	TOTAL CAPITAL OUTLAY	0	0	0
426,806	0	462,518	527,147	DIRECT BUDGET	412,364	412,364	0
435,014	0	504,796	576,142	TOTAL BUDGET	524,073	524,073	0

DHS 21 ATTACHMENT B

B

REQUIREMENT DETAIL

AGENCY: 010 HUMAN SERVICES
 FUND: 156 FEDERAL/STATE PROGRAM FUND
 ORG: 1660 MCCA - LIEAP

1985-86 ACTUAL	1986-87 ACTUAL	1987-88 ADOPTED	1987-88 REVISED	1988-89 PROPOSED	1988-89 APPROVED	1988-89 ADOPTED
PERSONAL SERVICES						
29,605	0	39,708	35,281	40,966	40,966	0
52,657	0	50,430	30,430	37,823	37,823	0
0	0	0	0	0	0	0
423	0	596	61	2,364	2,364	0
15,572	0	14,510	11,005	13,785	13,785	0
98,257	0	105,244	76,777	94,938	94,938	0
0	0	6,550	4,976	7,368	7,368	0
98,257	0	111,794	81,753	102,306	102,306	0
EXTERNAL MATERIALS AND SERVICES						
0	0	8,080	8,080	8,080	8,080	0
0	0	44,750	19,750	25,000	25,000	0
1,090	0	500	360	500	500	0
107	0	1,100	1,100	1,100	1,100	0
4,021	0	1,800	900	1,800	1,800	0
5,152	0	8,000	3,740	0	0	0
4,050	0	6,000	1,500	0	0	0
221	0	0	0	0	0	0
0	0	0	0	0	0	0
1,187	0	900	900	900	900	0
1,023	0	1,285	1,285	1,467	1,467	0
0	0	0	0	0	0	0
45	0	200	200	200	200	0
288	0	1,600	800	1,500	1,600	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
6,412	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
23,596	0	74,215	38,615	40,647	40,647	0
INTERNAL SERVICE REIMBURSEMENTS						
0	0	0	0	8,772	8,772	0
0	0	0	0	1,012	1,012	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
6,252	0	4,500	4,500	4,375	4,375	0
0	0	0	0	0	0	0
6,252	0	4,500	4,500	14,159	14,159	0
29,848	0	78,715	43,115	54,806	54,806	0
TOTAL MATERIALS & SERVICES						
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
121,853	0	179,459	115,392	135,585	135,585	0
128,105	0	190,509	124,868	157,112	157,112	0

DHS 21 ATTACHMENT C

REQUIREMENT DETAIL

AGENCY: 010 HUMAN SERVICES
 FUND: 156 FEDERAL/STATE PROGRAM FUND
 ORG: 1670 MCAA - WEATHERIZATION

1985-86 ACTUAL	1986-87 ACTUAL	1987-88 ADOPTED	1987-88 REVISED		1988-89 PROPOSED	1988-89 APPROVED	1988-89 ADOPTED
PERSONAL SERVICES							
90,628	0	109,480	110,955	5100 PERMANENT	102,414	102,414	0
54,929	0	95,208	130,136	5200 TEMPORARY	122,625	122,625	0
0	0	0	0	5300 OVERTIME	0	0	0
3,777	0	1,642	167	5400 PREMIUM	3,072	3,072	0
40,302	0	37,468	40,257	5500 FRINGE BENEFITS	35,855	35,855	0
189,636	0	243,798	281,515	TOTAL EXTERNAL	263,966	263,966	0
0	0	16,791	17,630	5550 INSURANCE BENEFITS	18,181	18,181	0
189,636	0	260,589	299,145	TOTAL PERSONAL SERVICES	282,147	282,147	0
EXTERNAL MATERIALS AND SERVICES							
0	0	0	0	6050 COUNTY SUPPLEMENTS	0	0	0
0	0	0	0	6060 PASS-THROUGH PAYMENTS	0	0	0
2,557	0	2,496	2,496	6110 PROFESSIONAL SVCS	208	208	0
244	0	1,000	1,000	6120 PRINTING	1,000	1,000	0
2,157	0	2,000	2,000	6130 UTILITIES	167	167	0
2,595	0	3,200	3,200	6140 COMMUNICATIONS	0	0	0
1,200	0	5,550	10,550	6170 RENTALS	1,800	1,800	0
202	0	1,200	1,200	6180 REPAIRS AND MAINTENANCE	1,200	1,200	0
0	0	0	0	6190 MAINTENANCE CONTRACTS	0	0	0
1,690	0	600	600	6200 POSTAGE	600	600	0
103,227	0	162,365	195,489	6230 SUPPLIES	131,714	131,714	0
0	0	0	0	6270 FOOD	0	0	0
838	0	3,000	3,000	6310 EDUCATION & TRAINING	1,500	1,500	0
505	0	1,000	1,000	6330 TRAVEL	1,000	1,000	0
0	0	0	0	6520 INSURANCE	0	0	0
0	0	1,500	1,500	6530 EXTERNAL DATA PROCESSING	0	0	0
0	0	0	0	6550 DRUGS	0	0	0
0	0	0	0	6580 CLAIMS PAID	0	0	0
0	0	0	0	6590 JUDGMENTS	0	0	0
0	0	0	0	6610 AWARDS AND PREMIUMS	0	0	0
0	0	400	400	6620 DUES AND SUBSCRIPTIONS	500	500	0
217	0	0	0	6650	0	0	0
0	0	0	0	7810 PRINCIPAL	0	0	0
0	0	0	0	7820 INTEREST	0	0	0
115,432	0	184,311	222,435	TOTAL EXTERNAL	139,689	139,689	0
INTERNAL SERVICE REIMBURSEMENTS							
10,350	0	5,086	0	7100 INDIRECT COSTS	33,774	33,774	0
0	0	0	0	7150 TELEPHONE	2,144	2,144	0
0	0	0	0	7200 DATA PROCESSING	0	0	0
10,449	0	13,278	13,278	7300 MOTOR POOL	21,257	21,257	0
1,319	0	0	0	7400 BUILDING MANAGEMENT	10,550	10,550	0
1,085	0	0	0	7500 OTHER INTERNAL	0	0	0
23,203	0	18,364	13,278	TOTAL INTERNAL	67,725	67,725	0
138,635	0	202,675	235,713	TOTAL MATERIALS & SERVICES	207,414	207,414	0
CAPITAL OUTLAY							
0	0	0	0	8100 LAND	0	0	0
0	0	0	0	8200 BUILDINGS	0	0	0
0	0	0	0	8300 OTHER IMPROVEMENTS	0	0	0
0	0	4,000	4,000	8400 EQUIPMENT	4,000	4,000	0
0	0	4,000	4,000	TOTAL CAPITAL OUTLAY	4,000	4,000	0
305,068	0	432,109	507,950	DIRECT BUDGET	407,655	407,655	0
328,271	0	467,264	538,858	TOTAL BUDGET	493,561	493,561	0

DHS 21 ATTACHMENT D

REQUIREMENT DETAIL

AGENCY: 010 HUMAN SERVICES
 FUND: 156 FEDERAL/STATE PROGRAM FUND
 ORG: 1685 MCCA AGING SVCS - PROGRAM

1985-86 ACTUAL	1986-87 ACTUAL	1987-88 ADOPTED	1987-88 REVISED	1988-89 PROPOSED	1988-89 APPROVED	1988-89 ADOPTED
PERSONAL SERVICES						
96,254	0	160,917	164,077	5100 PERMANENT	171,272	171,272
17,881	0	0	0	5200 TEMPORARY	0	0
2,431	0	0	0	5300 OVERTIME	0	0
49	0	2,285	233	5400 PREMIUM	5,138	5,138
37,958	0	43,788	44,152	5500 FRINGE BENEFITS	44,563	44,563
154,573	0	206,990	208,452	TOTAL EXTERNAL	220,973	220,973
0	0	19,975	19,920	5550 INSURANCE BENEFITS	20,285	20,285
154,573	0	226,965	228,382	TOTAL PERSONAL SERVICES	241,258	241,258
EXTERNAL MATERIALS AND SERVICES						
0	0	0	0	6050 COUNTY SUPPLEMENTS	0	0
0	0	0	0	6060 PASS-THROUGH PAYMENTS	0	0
12,250	0	0	0	6110 PROFESSIONAL SVCS	0	0
418	0	604	604	6120 PRINTING	604	604
0	0	0	0	6130 UTILITIES	0	0
4,795	0	7,592	7,592	6140 COMMUNICATIONS	0	0
1,667	0	0	0	6170 RENTALS	0	0
25	0	190	190	6180 REPAIRS AND MAINTENANCE	0	0
0	0	0	0	6190 MAINTENANCE CONTRACTS	0	0
1,240	0	1,420	1,420	6200 POSTAGE	1,420	1,420
1,253	0	1,698	1,698	6230 SUPPLIES	2,162	2,162
0	0	0	0	6270 FOOD	0	0
1,084	0	1,240	1,240	6310 EDUCATION & TRAINING	1,240	1,240
5,278	0	4,659	4,659	6330 TRAVEL	4,659	4,659
0	0	0	0	6520 INSURANCE	0	0
0	0	0	0	6530 EXTERNAL DATA PROCESSING	0	0
0	0	0	0	6550 DRUGS	0	0
0	0	0	0	6580 CLAIMS PAID	0	0
0	0	0	0	6590 JUDGMENTS	0	0
0	0	0	0	6610 AWARDS AND PREMIUMS	0	0
0	0	534	534	6620 DUES AND SUBSCRIPTIONS	700	700
323	0	0	0	6650	0	0
0	0	0	0	7810 PRINCIPAL	0	0
0	0	0	0	7820 INTEREST	0	0
28,333	0	17,937	17,937	TOTAL EXTERNAL	10,785	10,785
INTERNAL SERVICE REIMBURSEMENTS						
0	0	0	0	7100 INDIRECT COSTS	19,351	19,351
0	0	0	0	7150 TELEPHONE	3,689	3,689
0	0	0	0	7200 DATA PROCESSING	0	0
79	0	0	0	7300 MOTOR POOL	0	0
7,710	0	5,000	5,000	7400 BUILDING MANAGEMENT	5,417	5,417
0	0	0	0	7500 OTHER INTERNAL	0	0
7,789	0	5,000	5,000	TOTAL INTERNAL	28,457	28,457
36,122	0	22,937	22,937	TOTAL MATERIALS & SERVICES	39,242	39,242
CAPITAL OUTLAY						
0	0	0	0	8100 LAND	0	0
0	0	0	0	8200 BUILDINGS	0	0
0	0	0	0	8300 OTHER IMPROVEMENTS	0	0
0	0	0	0	8400 EQUIPMENT	0	0
0	0	0	0	TOTAL CAPITAL OUTLAY	0	0
182,906	0	224,927	226,399	DIRECT BUDGET	231,758	231,758
190,695	0	249,902	251,318	TOTAL BUDGET	280,500	280,500

DHS 21 ATTACHMENT E

BUDGET AMENDMENT NO. DJS #12

Date Proposed _____
Date Approved _____

1. PROPOSED BY Gladys McCoy

DEPARTMENT DJS DIVISION Comm. Corr. FUND 100 BUDGET PAGES C - 19

2. DESCRIPTION OF AMENDMENT

Creates 1.0 FTE Community Project Leader in Alternative Community Services.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Comm. Projects Leader	1.0	22,858	5,774	1,628	30,260

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	2305	5100	22,858	Permanent
			5500	5,774	Fringe
			5550	1,628	Insurance
100	045	9120	7700	30,260	GF Contingency

EFFECT ON General Fund FUND CONTINGENCY (30,260)

BUDGET AMENDMENT NO. DES #12

Date Proposed _____
Date Approved _____

1. PROPOSED BY Commissioner McCoy

DEPARTMENT DES DIVISION Fac. Mgmt. FUND General BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Increases the Property Management space rentals section to fund parking for Judges.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	5650	6170	24,000	Rentals
100	045	9120	7700	(24,000)	Contingency

EFFECT ON General FUND CONTINGENCY (\$24,000)

BUDGET AMENDMENT NO. DJS #44

Date Proposed _____
Date Approved _____

1. PROPOSED BY Budget Office

DEPARTMENT DGS DIVISION Budget FUND General BUDGET PAGES C - 80

2. DESCRIPTION OF AMENDMENT

Carries over \$40,800 and draws \$65,000 from General Fund Contingency to purchase equipment originally intended to be purchased in a 3rd party financing package. The Board of County Commissioners already ok'd the original third party purchase.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	3814	8400	105,800	Equipment
100	020	3814	0500	40,800	BWC
100	045	9120		(65,000)	G.F. Contingency

EFFECT ON General FUND CONTINGENCY (65,330)

SUMMARY OF EFFECT OF AMENDMENTS ON GENERAL FUND CONTINGENCY

Total effect of REVENUE AMENDMENT list	210,322
Effect of Amendment Nondepartmental #12	2,049,205
Total effect of CARRYOVER AMENDMENT list	0
Total effect of TECHNICAL AMENDMENT list	0
Effect of REQUIRED PROGRAM CHANGES	(2,097,287)
Effect of OTHER PROGRAM REQUESTS	
April amendments still outstanding	(240,078)
June amendments	(331,253)

June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF HUMAN SERVICES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
4/14/88	Anderson	DHS #3 - Adds early intervention programs to Social Services and Health Services	(419,167)
4/14/88	Anderson	DHS #5 - Adds \$32,000 to Juvenile Justice Division pending completion of negotiations with CSD about dependency program	(32,000)
4/14/88	Anderson	DHS #6 - Adds 3% to contractors in Social Services (\$78,795), Aging Services (\$7,672), and Health Services (\$19,092)	(105,559)
4/14/88	Casterline	DHS #8 - Adds \$10,000 to Health Services to purchase an option on a site for a mid-County health clinic	(10,000)
4/21/88	Kafoury	DHS #13 - Adds 1 Mental Health Worker for MHSW	(49,500)
4/21/88	Anderson	DHS #15 A - Adds 2 CHN for 0-7 Outreach	(65,758)
4/21/88	Casterline	DHS #15 B - Adds 1 CHN for 0-7 Outreach	(32,879)

6/22/88	Anderson	DHS #17 - OTO support for the Outward Bound Program	(30,000)
6/22/88	Kafoury	DHS #18 - Partial funding for Mental Health S.W.	(24,750)
6/22/88	Director	DHS #19 - Professional services for MCCA spinoff - \$960	0
6/22/88	Director	DHS #20 - Creates Community Services org in Director's Office , accounts for restructured Portland CAAP - \$2,798,371	(1,378)
6/22/88	Director	DHS #21 - MCCA spinoff	0
6/22/88	Casterline	DHS #22 - Facilities Management remodeling at David Douglas facility - \$96,907	0
6/22/88	HSD	DHS #23 - Reduces Health Educator revenue expense - \$(20,884)	0
6/22/88	HSD	DHS #24 - Grant for Dept of Educ, early intervention - \$58,195	3,857

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June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF HUMAN SERVICES

Date Proposed	Proposed by	Amendments	Increases (Reduces) General Fund Contingency
6/22/88	HSD	DHS #25 - Reappropriates unspent McKinney Homeless Assistance grant - \$108,164	664
6/22/88	HSD	DHS #26 - Reduces HSD Ind. Costs to approved rate	(6,058)
6/22/88	HSD	DHS #27 - Reappropriates AIDS Minority Outreach grant - \$27,315	190
6/22/88	HSD	DHS #28 - Reclassifies CHN to Nutritionist, 5 HST's to OA 2's, 0.5 PDT to 0.5 Fin Tech	0
6/22/88	HSD/SSD	DHS #29 - Transfers ARC and "Teen Line" contracts to SSD	0
6/22/88	HSD	DHS #30 - Appropriates State Health grant-\$303,077	0
6/22/88	ASD	DHS #31 - Changes quality assurance from PS to contract	0
6/22/88	HSD	DHS #32 - Carries over capital for MIS system - \$20,000	0
6/22/88	JJD	DHS #33 - Adds 3 dependency technicians	(70,479)
6/22/88	SSD	DHS #34 - Reduces SSD Ind. Costs to approved rate - \$(22,664)	0
6/22/88	ASD	DHS #35 - Increases net revenue from several sources - \$11,378	0
6/22/88	ASD	DHS #36 - Transfers Fin Spec 1 from Public Guardian to Central Administration	0
6/22/88	ASD	DHS #37 - Reduces ASD Ind. Costs to approved rate - \$(15,844)	0
6/22/88	Casterline	DHS #38 - Fac Mgmt - Purchases furniture and partitions for David Douglas facility	(54,800)
6/22/88	SSD	DHS #39 - Appropriates increased JSC and United Way grants - \$27,158	0
6/22/88	SSD	DHS #40 - Adds to Em Holds based on Provider Refunds and State MH Grant - \$32,789	0
6/22/88	SSD	DHS #41 - Corrects salary computations and adds State MH Grant amount - \$2,078	0

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June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF HUMAN SERVICES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	SSD	DHS #42 - Adds 2 staff with State Local Admin revenue - \$57,291	0
6/22/88	SSD	DHS #43 - Reduces State DUII offender services based on decreased revenue - \$(31,263)	0
6/22/88	SSD	DHS #44 - Increases DD contracts based on state contract - \$224,503	0
6/22/88	SSD	DHS #45 - Increases MED contracts based on state contract - \$552,346	0
6/22/88	SSD	DHS #46 - Changes personnel in MED, adds State MH Grant revenue - \$18,688	0
6/22/88	SSD	DHS #47 - Adjusts A&D (AIDS Outreach), adds State MH grant revenue - \$6,973	0
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June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF JUSTICE SERVICES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
4/11/88	Kafoury	DJS #6 - Reduces Corrections Overtime \$200,000	200,000
4/19/88	Anderson	DJS #10 - Cuts 1.5 Public Safety Aide for Courthouse security from Sheriff Corrections	36,041
4/19/88	Anderson	DJS #11 - Eliminates Electronic Security program from Sheriff Corrections	84,693
4/19/88	Anderson	DJS #12 - Cuts 1 Program Management Specialist from DJS Administration	49,053

6/22/88	McCoy	DJS #12 - Adds Community Project Leader to Community Corrections	(30,260)
6/22/88	CCA	DJS #13 - Ads \$360,000 Federal Anti-Drug Abuse grant	3,698
6/22/88	Budget	DJS #14 - Cost of Deputy DA salary settlement for 1988-89	(326,604)
6/22/88	DA	DJS #15 - Creates 2 DDA positions, replaces OTSC grant (see DJS #24)	(81,229)
6/22/88	Sheriff	DJS #16 - Carries over Serial Levy money, purchases trucks - \$73,225	0
6/22/88	Budget	DJS #17 - Cost of Corrections Officers wage settlement for 1988-89	(1,140,928)
6/22/88	Sheriff	DJS #18 - Covers cost of Federal Jail Monitor	(25,000)
6/22/88	Sheriff	DJS #19 - Transfers commissary balance from GF to Inmate Welfare Fund - \$84,756	0
6/22/88	Sheriff	DJS #20 - Transfers Tax Title operation and fund to Facilities Management	0
6/22/88	DA	DJS #21 - Appropriates OCN grant in 1988-89 - \$280,603	22,088
6/22/88	DA	DJS #22 - Appropriates additional Forfeiture revenue to DA - \$34,035	0

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June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF JUSTICE SERVICES

Date Proposed	Proposed by	Amendments	Increases (Reduces) General Fund Contingency
6/22/88	DA	DJS #23 - Adds criminal drug activity grant to DA - \$269,502	19,502
6/22/88	DA	DJS #24 - Deletes OTSC grant	0
6/22/88	DA	DJS #25 - Reduces VOCA grant to reflect actual unspent 87-88 amount - (\$2,682)	0
6/22/88	CCA	DJS #26 - Moves CCA Director's Office from F/S to GF	0
6/22/88	DA	DJS #27 - Adds State DA supplement, reclassifies positions - \$20,000	0
6/22/88	Sheriff	DJS #28 - Reclassifies OA4 to Op. Sup. 1	0
6/22/88	CCA	DJS #29 - Increases CCA Felony Project grant to reflect unspent 87-88 money - \$ 10,575	917
6/22/88	CCA	DJS #30 - Increases Justice Assistance Act grant - \$12,315	1,067
6/22/88	CCA	DJS #31 - Increases CCA Felony Project grant for Forest Project to reflect unspent 87-88 money - \$26,495	2,296
6/22/88	CCA	DJS #32 - Increases CCA Felony Project grant for Maximum Supervision to reflect unspent 87-88 money - \$26,304	2,280
6/22/88	DA	DJS #33 - Carries over committed, unspent capital - \$3,516	0
6/22/88	DA	DJS #34 - Carries over DA forfeiture revenue - \$150,259	0
6/22/88	DA	DJS #35 - Increases Anti-Drug grant to reflect unspent 87-88 money - \$75,142	0
6/22/88	Sheriff	DJS #36 - Carries over funding for SOTARS \$27,411	0
6/22/88	Sheriff	DJS #37 - Carries over River Patrol boat-house not finished - \$5,000	0
6/22/88	Sheriff	DJS #38 - Carries over MCDC sinks in modules \$34,415	0
6/22/88	Sheriff	DJS #39 - Carries over commissary appropriations for inmate trust accounting system - \$60,000	0
6/22/88	Sheriff	DJS #40 - Carries over Jail Levy to pay 1 OA2 - \$30,000	0

June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF ENVIRONMENTAL SERVICES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
4/19/88	Anderson	DES #3 - Cuts 1 maintenance worker from Facilities Management	25,073

6/22/88	Expo	DES #6 - Increases estimated Expo revenue, reclassifies positions, adds capital improvements and operational costs - \$92,505	41,265
6/22/88	Planning	DES #7 - Adds Columbia Gorge Commission grant, .23 Planner - \$15,000	1,231
6/22/88	Fleet	DES #8 - Adjusts budget to reflect changed service reimbursements	0
6/22/88	Admin	DES #9 - Balances RF BWC and new State revenue to reflect 87-88 payment to Portland - \$(247,611)	0
6/22/88	Planning	DES #10 - Moves part of Planning within Morrison Bldg, adds OA2 when Right-of-Way Permits moves to Vance	(9,607)
6/22/88	Fac Mgmt	DES #11 - Adds rent for space in Oregon National Bldg	(11,755)
6/22/88	McCoy	DES #12 - Adds rentals for judges' parking	(24,000)
6/22/88	Fac Mgmt	DES #13 - Purchases ground floor of Gill Bldg, appropriates interest payment	(139,000)
6/22/88	Fair	DES #14 - Reclassifies positions	0
6/22/88	Karoury	DES #15 - Moves GF Case Mgmt money from CDBG to DHS - \$248,200	0
6/22/88	Transport	DES #16 - Reclassifies positions	0
6/22/88	Transport	DES #17 - Transfers appropriations from capital to Motor Pool for purchase of vehicles - \$38,000	0
6/22/88	Parks	DES #18 - Adds .5 Planner with Parks Development Program - \$20,760	0

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June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF ENVIRONMENTAL SERVICES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	Planning	DES #19 - Carries over computer equipment from 87-88 - \$12,000	0
6/22/88	Parks	DES #20 - Carries over unspent Parks contracts and capital - \$40,309	0
6/22/88	Parks	DES #21 - Carries over Parks Development Program - \$666,177	0
6/22/88	Parks	DES #22 - Carries over unspent mtce contract at Glendoveer - \$33,408	0
6/22/88	CDBG	DES #23 - Carries over unspent GF Case Mgmt in CDBG - \$125,000	0
6/22/88	Fleet	DES #24 - Carries over Fleet capital unspent but committed in 87-88 - \$186,386	0
6/22/88	Electr	DES #25 - Carries over electronic test equipment - \$310	0
6/22/88	Transpt	DES #26 - Carries over Road Fund projects equipment - \$474,511	0
6/22/88	Transpt	DES #27 - Carries over Bridge Fund construction - \$593,100	0
6/22/88	Fac Mgmt	DES #28 - Carries over equipment - \$378	0
6/22/88	Fac Mgmt	DES #29 - Carries over CIP projects - \$941,678	0
6/22/88	Em Mgmt	DES #30 - Carries over unspent Personal Services in Emergency Mgmt and appropriates capital for hazardous materials equipment - \$18,650	0

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June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF GENERAL SERVICES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
4/18/88	Anderson	DGS #1 - Cut 1 planning position from Planning and Budget Division	43,430
4/19/88	Miller	DGS #2 - Adds cartographer position to Assessment and Taxation (delay until June)	(39,471)
4/19/88	Anderson	DGS #3 - Cuts 1 Management Analyst position for classification/compensation plan from Employee Relations	33,039
4/19/88	Anderson	DGS #4 - Reduces merit step increases for exempt employees from 3% to 2%	68,000

6/22/88	ISD	DGS # 7 - Reclassification in ISD of OA 3 to Network Operator	0
6/22/88	ISD	DGS # 8 - Reclassification of 2 Senior ProgrammerAnalyst/Lead positions to 2 Data Processing Manager 1	0
6/22/88	ISD	DGS # 9 - Carryover funds in Data Processing fund for Sheriff's Office Timekeeping and Reporting System - \$32,875	0
6/22/88	Finance	DGS # 10 - Transfers Grant Coordinator from Finance to Budget. Adds \$60,000 for bank service charge. Also, budgets additional revenue due increase in investment interest.	90,000
6/22/88	Adm Svcs	DGS # 11 - Adds revenue to Cable Fund and increases appropriation for temporary help and professional services \$60,135	0
6/22/88	Adm Svcs	DGS # 12 - Increases carryover in Cable Fund to reflect increased Franchise Fees \$62,798	0
6/22/88	Director	DGS # 13 - Transfers Staff and M & S for Health and Benefits from Labor Relations to Employee Services	0
6/22/88	Pl & Bud	DGS # 14 - Adds Property Tax Levy for reimbursement by cost of Public Utility District Elections	27,325

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June 28, 1988

PROPOSED AMENDMENTS - DEPARTMENT OF GENERAL SERVICES

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	Emp Srvs	DGS # 15 - Upgrades two positions in Labor Relations. Reduces Management Analyst FTE in Employee Services	0
6/22/88	Adm Srvs	DGS #16 - Upgrades Adm Spec 2 to Prog Mgmt Spec in Employee Services	0
6/22/88	Adm Srvs	DGS #17 - Eliminates Records Coordinator. Adds Records Manager and Warehouse Worker	0
6/22/88	Adm Srvs	DGS #18 - Upgrade of Adm Spec in Purchasing	
6/22/88	PI & Bud	DGS #19 - Carryover of Professional Services for Strategic Planning in Director's Office	0
6/22/88	Emp Srvs	DGS #20 - Moves three positions to Employee Services, Risk Management	0
6/22/88	Lab Rel	DGS #21 - Carryover in Insurance Fund of Smoking Cessation Funds	0
6/22/88	Director	DGS #22 - Carryover of External DP funds in records - \$7,000	0
6/22/88	Co Couns	DGS #23 - Carryover of Professional Services for Bart/Blumenaur \$25,000	0
6/22/88	A & T	DGS #24 - Carryover of \$100,000 capital to develop A & T d.p. system	0

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June 28, 1988

PROPOSED AMENDMENTS - NONDEPARTMENTAL

<u>Date Proposed</u>	<u>Proposed by</u>	<u>Amendments</u>	<u>Increases (Reduces) General Fund Contingency</u>
6/22/88	Auditor	NOND # 6 - Increase Deputy Auditor budgeted salary \$4,750	(4,750)
6/22/88	PI & Bud	NOND # 7 - Splits Commission District #3 budget into two parts	0
6/22/88	PI & Bud	NOND # 8 - Adds to Capital Reserve Fund for Gill Building, Jail construction and equipment \$11,093,085	
6/22/88	ISD	NOND # 9 - Carryover of Special Appropriations Funds for Data Processing projects \$275,743	0
6/22/88	PI & Bud	NOND # 10 - Increase Library Fund Revenue and Pass Through payment to library by \$95,000	0
6/22/88	PI & Bud	NOND # 11 - Increase BIT transfer	(454,000)
1489F/7			

1. PROPOSED BY Commissioner Anderson

DEPARTMENT DHS DIVISION JJD FUND 100 BUDGET PAGES B - 61

2. DESCRIPTION OF AMENDMENT

The Outward Bound program received a three year grant from the Fred Meyer Charitable Trust to provide an outdoor wilderness experience as treatment for adjudicated youth on probation or paroled to the community. These youth are at high risk of institutionalization. This grant is being phased out. The amendment would provide \$30,000 on a OTO basis to allow the program time to leverage other private or public funding to allow its continuation.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

None.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	010	2520	6110	\$30,000	Professional Services
100	045	9120	7700	\$(30,000)	Contingency

EFFECT ON General FUND CONTINGENCY (30,000)

1. PROPOSED BY Commissioner Kafoury

DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES B - 34

2. DESCRIPTION OF AMENDMENT

This amendment proposes to increase Professional Services within the MED program by \$24,750. This increase would restore partial funding for outreach mental health services in the downtown core area to be provided by Mental Health Services West.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
None.				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Cash Transfer to the Federal/State Fund by \$26,507.
Increase Service Reimbursement to General Fund by \$1,757.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	1305	6110	24,750	Professional Services
156	010	1305	7100	1,757	Indirect Costs
100	010	0100	7608	26,507	CT to F/S
100	045	9120	7700	(24,750)	Contingency
			REV		
100	045	7410	6602	1,757	Svc. Reimb. from F/S
156	010	1305	7601	26,507	CT from GF

EFFECT ON General FUND CONTINGENCY (24,750)

1. PROPOSED BY Duane Zussy

DEPARTMENT DHS DIVISION Director FUND General BUDGET PAGES B - 7

2. DESCRIPTION OF AMENDMENT

To carry over \$960 to fund the remainder of a contract with Marie Reeder, who in conjunction with the MCCA spin-off will coordinate Board development, planning and staff training. The services of this contract are expected to be completed by 9/30/88. This was not anticipated at the time of budget preparations.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase General Fund BWC by \$960.

FUND	AGENCY	ORGANIZATION	REVENUE* OBJECT	INCREASE (DECREASE)	NOTES
100	010	0110	6110	960	Professional Services
100	045	7410	0500*	960	BWC

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY BILLI ODEGAARD

DEPARTMENT DHS DIVISION Health FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment appropriates \$58,195 received by the Health Division from the Oregon Department of Education. Funds received through this grant will support the provision of early intervention services to the infants of substance abusing or addicted mothers. 1.0 FTE Community Health Nurse and 0.6 FTE Child Development Specialist are added to the Field Services Program.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Community Health Nurse	1.0	24,496	6,187	3,125	33,808
Child Development Specialist	0.6	10,000	2,527	1,521	14,048

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

This amendment adds \$58,195 of new revenue to the Health Division budget, a grant from the Oregon Department of Education.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0600	5100	33,491	Permanent
156	010	0600	5400	1,005	Premium
156	010	0600	5500	8,714	Fringe
156	010	0600	5550	4,646	Insurance
156	010	0600	6110	5,067	Professional Services
156	010	0600	6230	200	Supplies

EFFECT ON General FUND CONTINGENCY 3,857

DHS 24 - Cont'd

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0600	6330	1,215	Travel
156	010	0600	7100	3,857	Indirect
400	040	7231	6520	4,646	Insurance
100	045	9120	7700	3,857	Contingency

				REVENUE	
156	010	0600	2086	58,195	DOE Grant
400	040	7231	6602	4,646	Svs Reim-F/S to Ins Fund
100	045	7410	6602	3,857	Svs Reim-F/S to Gen Fund

1. PROPOSED BY BILLI ODEGAARD
DEPARTMENT DHS DIVISION HEALTH FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment provides for the revised appropriation of Stewart B. McKinney Homeless Assistance Act funds unexpended during the current fiscal year. In the Fall of 1987, the Health Division was awarded \$393,491 of Homeless Assistance Act funds through December 1989.

For FY 1987-88, \$190,512 was appropriated in the Health Division budget. Of this amount, \$108,164 remains available for FY 1988-89. \$94,800 of this amount will continue contracts with three community clinics which are providing health care services to the homeless in the central city area. The other \$12,700 will fund capital improvements at the Burnside Health Clinic.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
-----------	-----	------	--------	-------

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Homeless Act \$108,164
Increase Indirect Cost from F/S to General Fund \$664

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0600	6060	94,800	Pass-thru
156	010	0600	7100	664	Indirect
156	010	0600	8300	10,000	Other Improvements
156	010	0600	8400	2,700	Equipment
100	045	9120	7700	664	Contingency
REVENUE					
156	010	0600	2062	108,164	Homeless Act
100	045	7410	6602	664	Svs Reim F/S to GF

EFFECT ON General FUND CONTINGENCY 664

1. PROPOSED BY Billi Odegaard

DEPARTMENT DHS DIVISION HEALTH FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment adjusts indirect expenditures included in the FY88-89 approved budget to reflect the reduction in the indirect rate from 7.41% to 7.1%. As a result of this reduction \$6,058 is available for appropriation and is added to supplies.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
-----------	-----	------	--------	-------

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

The \$6,058 available for expenditure has the effect of decreasing General Fund Contingency by \$6,058.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0600	6230	6,058	Supplies
156	010	0600	7100	(55,562)	Indirect
100	010	0103	7608	(49,504)	Cash Transfer
100	045	9120	7700	(6,058)	GF Contingency
REVENUE					
156	010	0600	7601	(49,504)	GF Transfer
100	045	7410	6602	(55,562)	Svs Reim

EFFECT ON General FUND CONTINGENCY (6,058)

1. PROPOSED BY BILLI ODEGAARD

DEPARTMENT DHS DIVISION Health FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment provides for the carryover of contractually obligated but unexpended funds received by the County from the State Health Division. In April 1988, the BCC appropriated \$50,000 from the State Health Division to the Health Division budget to fund two contracts through which AIDS education and outreach activities in minority communities are provided. Terms of the contracts span fiscal years FY87-88 and FY88-89 therefore unexpended amounts (\$27,315) must be reappropriated next fiscal year.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
-----------	-----	------	--------	-------

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Adds \$27,315 AIDS minority outreach grant to 1988-89 budget.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0600	6060	27,125	Pass-Thru
156	010	0600	7100	190	Indirect
100	045	9120	7700	190	Contingency
REVENUE					
156	010	0600	2381	27,315	Aids Minority Outreach
100	045	7410	6602	190	Svs Reim F/S to Gen Fund

EFFECT ON General FUND CONTINGENCY 190

1. PROPOSED BY Billi Odegaard

DEPARTMENT DHS DIVISION Health FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This Amendment reclassifies 1.0 FTE Community Health Nurse at the Westside Health Center to 1.0 FTE Nutritionist; reclassifies, pursuant to a job audit by Personnel, 5.0 Health Services Technicians to OAI's; and reclassifies 0.5 Program Development Technician to 0.5 Financial Technician. These reclassifications have no budget effect. The CHN to Nutritionist reclass is required to respond to projected increases in WIC caseload. The Program Development Technician reclass results in the combination of a 0.5 PDT and a 0.5 Financial Tech into a 1.0 FTE Financial Tech. Both of the positions are funded through the Homeless Assistance Healthcare grant.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Health Services Technician	(5.0)	(90,017)	(22,738)	(14,147)	(126,902)
Office Assistant II	5.0	90,017	22,738	14,147	126,902
Community Health Nurse	(1.0)	(24,739)	(5,194)	(3,208)	(33,141)
Nutritionist	1.0	24,739	5,194	3,208	33,141
Program Development Technician	(0.5)	(10,095)	(1,655)	(1,524)	(13,274)
Financial Technician	.5	10,095	1,655	1,524	13,274

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
N/A					

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY BILLI ODEGAARD/GARY SMITH

DEPARTMENT DHS DIVISION HEALTH FUND 156 BUDGET PAGES

2. DESCRIPTION OF AMENDMENT

This amendment transfers from the Health Division to the Social Services Division two contracts included in the package of Early Intervention and Prevention Services funded through an increase in the Business Income Tax. The contract with the Association of Retarded Citizens of Multnomah County to provide parent education and training (\$20,400) is transferred to the DD Contracts Program. A \$10,000 contract with the Janis Foundation to provide a "teen line" is transferred to the Youth Program Office. SSD currently has contracts with both ARC and Janis and transfer of the two mentioned above will allow for the consolidation of services contracted with these providers into single contracts managed by one division.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
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4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0650	6110	(30,400)	Professional Services
156	010	0650	7100	(2,158)	Indirect
156	010	1215	6110	20,400	Professional Services
156	010	1215	7100	1,448	Indirect
156	010	1505	6110	10,000	Professional Services
156	010	1505	7100	710	Indirect

EFFECT ON FUND CONTINGENCY

1. PROPOSED BY BILLI ODEGAARD

DEPARTMENT DHS DIVISION HEALTH FUND 100/156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

The amendment adds \$303,077 in revenue to the Health Division federal/state fund from the State Health Division grant to Multnomah County. During the period between the original submission of our budget and late March, the State Health Division revised projections of funds to be made available to Multnomah County for FY 88-89. A detailed listing of changes is attached. \$155,855 (51% of total) are added to personnel, an increase of 5.2 FTE. \$147,222 (49% of total) are added to Materials and Services. A detailed listing of FTE add and M&S increases, by line item is attached.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Office Assistant 2	1.10	17,177	3,656	2,891	23,724
CIT	1.50	30,534	7,713	1,858	40,105
Warehouse Worker	0.20	3,391	857	93	4,341
Nurse Practitioner	0.50	14,522	2,380	1,645	18,547
CHN	1.30	32,835	5,975	3,879	42,689
HED	0.50	13,343	3,370	2,044	18,757
HSS	0.30	10,201	2,577	2,078	14,856
Physician	(0.20)	(9,567)	(1,568)	(348)	(11,483)

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0600	5100	80,253	Permanent
156	010	0600	5500	18,494	Fringe
156	010	0600	5550	10,775	Insurance
156	010	0600	5400	2,409	Premium
156	010	0600	6120	6,776	Printing
156	010	0600	6180	10,089	Repairs & Maintenance

EFFECT ON _____ FUND CONTINGENCY _____

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	0600	6200	18,151	Postage
156	010	0600	6230	19,282	Supplies
156	010	0600	6310	2,545	Education & Training
156	010	0600	6330	17,941	Local Travel
156	010	0600	6550	44,155	Drugs
156	010	0600	6620	724	Dues & Subscriptions
156	010	0600	7100	21,518	Indirect
156	010	0600	7500	71,483	Other Internal Svcs
400	040	7231	6520	14,206	Insurance
100	010	0103	7608	21,518	CT to F/S Fund
100	010	0600	5100	32,183	Permanent
100	010	0600	5500	7,075	Fringe
100	010	0600	5550	3,431	Insurance
100	010	0600	6120	2,584	Printing
100	010	0600	6180	3,848	Repairs & Maintenance
100	010	0600	6200	6,923	Postage
100	010	0600	6230	7,354	Supplies
100	010	0600	6310	970	Education & Training
100	010	0600	6330	6,839	Local Travel
100	010	0600	6620	276	Dues & Subscriptions
REVENUES					
156	010	0600	2384	(1,069)	Aids Education
156	010	0600	2061	194	Aids Monitoring
156	010	0600	2611	34,154	Family Planning Drug
156	010	0600	2612	11,056	Family Planning
156	010	0600	0000	75,198	HIV Testing in STD Clnic
156	010	0600	2060	16,773	HTLV III
156	010	0600	2051	59,019	MCH Prenatal
156	010	0600	2610	1	Public Health Support

FUND	AGENCY	ORGANIZATION	REVENUES	INCREASE (DECREASE)	NOTES
156	010	0600	2382	(2,962)	TB Epidemiology
156	010	0600	2055	6,442	TB Outreach
156	010	0600	2355	(22,309)	Teen Clinic Grant
156	010	0600	2058	126,580	WIC
400	040	7231	6602	10,775	SVS Reim-F/S to Ins Fnd
400	040	7231	6600	3,431	SVC Reim GF to Ins Fd
100	045	7410	6602	93,000	Svs Reim-F/S to Gen Fnd
156	010	0600	7601	21,518	General Fund Transfer

ATTACHMENT A - DHS 30

ORGANIZATION	ORG	FTE	TITLE	JCN	BASE	FRINGE	INSURANCE	TOTAL
CLINICS	NE	0.2	OA2	6001	3,110	786	86	3,982
CLINICS	EC	0.1	OA2	6001	1,576	398	43	2,017
CLINICS	STD	0.3	CHN	6315	7,987	2,018	1,114	11,119
CLINICS	STD	0.3	CHN	6315	8,555	2,161	310	11,026
CLINICS	STD	-0.2	PHYSICIAN	9490	(9,567)	(1,568)	(348)	(11,483)
CLINICS		0.5	NP	6314	14,522	2,380	1,645	18,547
CLINICS		0.1	CHN	6315	1,846	(799)	812	1,859
CLINICS		0.1	CHN	6315	2,556	646	70	3,272
SUBTOTAL CLINICS		1.4			30,585	6,022	3,732	40,339
PROGRAM		0.5	CIT	6018	10,242	2,587		12,829
PROGRAM		0.3	HSS	9105	10,201	2,577	2,078	14,856
PROGRAM		0.5	HED	6352	13,343	3,370	2,044	18,757
SUBTOTAL PROGRAMS		1.3			33,786	8,534	4,122	46,442
HEALTH SOURCE		0.5	OA2	6001	7,705	1,263	1,458	10,426
HEALTH SOURCE		0.3	OA2	6001	4,786	1,209	1,304	7,299
SUBTOTAL HEALTH SOURCE		0.8			12,491	2,472	2,762	17,725
ENV HEALTH		1	CIT	6018	20,292	5,126	1,858	27,276
ENV HEALTH		0.5	CHN	6315	11,891	1,949	1,573	15,413
SUBTOTAL ENV HEALTH		1.5			32,183	7,075	3,431	42,689
SVCS & SUPPORT		0.2	WWKR	6109	3,391	857	93	4,341

Health Services Division
DHS 30 - State Grant Revenues
Detail by Roll-up

	<u>CLINICS</u>	<u>PROGRAM MGMT</u>	<u>SERVICES & SUPPORT</u>	<u>HEALTH SOURCE</u>	<u>FED/STATE TOTALS</u>	<u>ENVIR. HEALTH</u>	<u>TOTALS</u>
Personal Services	41,514	47,740	4,472	18,205	111,931	42,689	154,620
Materials Services							
Printing	2,513	2,890	271	1,102	6,776	2,584	9,360
Repairs & Maintenance	3,742	4,303	403	1,641	10,089	3,848	13,937
Postage	6,732	7,742	725	2,952	18,151	6,923	25,074
Supplies	7,152	8,224	770	3,136	19,282	7,354	26,636
Education & Training	944	1,085	102	414	2,545	970	3,515
Local Travel	6,654	7,652	717	2,918	17,941	6,839	24,780
Drugs	0	0	44,155	0	44,155	0	44,155
Dues & Subscriptions	268	309	29	118	724	276	1,000
Indirect	4,936	10,750	3,667	2,165	21,518		21,518
Other Internal Svcs	<u>0</u>	<u>71,483</u>	<u>0</u>	<u>0</u>	<u>71,483</u>		<u>71,483</u>
	32,941	42,955	50,839	14,446	212,664	28,794	241,458
Capital	0	0	0	0	0	0	0
TOTAL AMENDMENT	74,455	90,695	55,311	32,651	324,595	71,483	396,078

1027M

1. PROPOSED BY James McConnell/Duane Zussy
DEPARTMENT DHS DIVISION Aging Srv. FUND 100 BUDGET PAGES B - 53

2. DESCRIPTION OF AMENDMENT

This amendment deletes the .3 FTE Community Health Nurse position in the Adult Housing Program and moves the funds supporting that position to Professional Services for subsequent contracting of the quality assurance function.

This action parallels a similar action which took place in Central Administration during the FY 88-89 budget process. Of the .7 FTE Community Health Nurse position in Central, .34 FTE was cut. Monies supporting the remaining .36 FTE were moved to Professional Services to facilitate contracting for Quality Assurance.

With all monies designated for this function located in Professional Services, the Division anticipates greater success in providing Quality Assurance review than if a portion of the dollars were in Personal Services and the remainder in Professional Services.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Community Health Nurse	(.3)	(\$7,776)	(\$1,964)	(\$1,180)	(\$10,920)

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	010	1980	5100	(\$7,776)	Dec. Permanent
100	010	1980	5500	(\$1,964)	Dec. Fringe
100	010	1980	5550	(\$1,180)	Dec. Insurance
100	010	1980	6110	+ \$10,920	Inc. Prof. Svcs.
400	040	7231	6520	(\$1,180)	Dec. Insurance
400	040	7231	REVENUE 6600	(\$1,180)	Svs. Reim. GF to Ins. Fund

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Gary Smith

DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment adjusts the Indirect Cost Rate for FY 88-89 from 7.41% as included in the Approved Budget, to the final negotiated rate of 7.1%. See attachment "A" for detail.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
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N/A

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	1000	7100	(22,644)	Indirect Costs
100	010	0104	7608	(22,644)	Cash Transfer
REVENUE					
156	010	1000	7601	(22,644)	GF Transfer
100	045	7410	6602	(22,644)	Svs Reim F/S to GF

EFFECT ON _____ FUND CONTINGENCY _____

Adjustment of Indirect Cost Rate SSD

Technical Amendment # DHS 34
ATTACHMENT "A"

Object Code 7100

ORG #	7.41% Approved Budget	7.1% Corrected Indirect	Adjustment
1100	43,823	42,403	(1,420)
1210	34,763	33,309	(1,454)
1215	53,661	53,401	(260)
1270	33,028	31,646	(1,382)
1302	32,747	31,377	(1,370)
1305	101,940	100,373	(1,567)
1360	28,557	27,416	(1,141)
1380	58,305	54,086	(4,219)
1410	19,975	19,139	(836)
1415	122,063	118,157	(3,906)
1470	4,907	4,702	(205)
1502	20,876	20,003	(873)
1505	108,435	104,424	(4,011)
TOTAL	1000 663,080	640,436	(22,644)

06-Jun-88
K. Tinkle

1. PROPOSED BY James McConnell/Duane Zussy

DEPARTMENT DHS DIVISION Aging Srv. FUND 156 BUDGET PAGES B 50

2. DESCRIPTION OF AMENDMENT

This amendment reduces city and federal Title III D revenues and increases USDA revenue in Community Services (ORG 1750) to reflect the most recent revenue estimates provided by the city and the state. It transfers some mental health training dollars from contracted services to operational expense to more accurately reflect the costs associated with training programs. The amendment also reduces Indirect Cost charges (supported by County G/F dollars) to reflect changes in revenues and in the Indirect Cost rate. The service impact of these changes are as follows: Reduction in District Center services funded by city dollars may be offset by additional savings carried forward from FY 87-88. The Title III D revenue is a new source of federal funding; reduction of previously-estimated revenue lowers the number of In-Home services hours which may be purchased for those not eligible for OPI-funded In-Home care. Increased USDA funding provides for the purchase of more Congregate and Home-Delivered meals than otherwise would have been purchased.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Adds a total \$11,378 revenue to Community Services ORG 1750:
 Decreases city revenue by \$5,760 (from \$391,660 to \$385,900); Title III D revenue by \$18,688 (from \$40,000 to \$21,312); County G/F for Indirect Cost by \$5,599 (from \$46,270 to \$40,671 to reflect rate change from 7.41% to 7.1%). Increases USDA by \$41,425 (from \$396,851 to \$438,276).

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	1750	6060	+ \$15,428	Inc. Pass Thru
156	010	1750	6120	+ \$ 800	Inc. Printing
156	010	1750	6170	+ \$ 100	Inc. Rental
156	010	1750	6230	+ \$ 349	Inc. Supplies

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY James McConnell/Duane Zussy
DEPARTMENT DHS DIVISION Aging Svc FUND 100/156 BUDGET PAGES B52/B49

2. DESCRIPTION OF AMENDMENT

This amendment moves the 1.0 FTE Financial Specialist 1 position from the Public Guardian program to Central Administration. The move supports the earlier transfer of financial management of PG client funds to Central, a move which took place in the latter part of FY 87-88. Associated Education and Telephone costs also are transferred.

This amendment also adds the County G/F dollars needed to cover the wage increase premium pay for the Fin Spec 1 position (and Indirect Cost, which is charged to County G/F included in Fed/State programs but not General Fund programs).

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Fund 100: Financial Spec 1	(1.0)	(\$29,838)	(\$7,537)	(\$3,896)	(\$41,271)
Fund 156: Financial Spec 1	+ 1.0	+ \$29,838	+\$7,537	+\$3,896	+\$41,271
		Premium			
		+ \$ 895	+\$ 226	+\$ 25	+\$ 1,146

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases GF Transfer to F/S Fund by \$45,902.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	010	1950	5100	(\$29,838)	Dec. Permanent
100	010	1950	5500	(\$ 7,537)	Dec. Fringe
100	010	1950	5550	(\$ 3,896)	Dec. Insurance
100	010	1950	6310	(\$ 151)	Dec. Education

EFFECT ON General FUND CONTINGENCY (1,146)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	010	1950	7150	(\$ 291)	Dec. Telephone
156	010	1710	5100	+ \$29,838	Inc. Permanent
156	010	1710	5400	+ \$ 895	Inc. Premium
156	010	1710	5500	+ \$ 7,763	Inc. Fringe
156	010	1710	5550	+ \$ 3,921	Inc. Insurance
156	010	1710	6310	+ \$ 151	Inc. Education
156	010	1710	7100	+ \$ 3,043	Inc. Indirect Cost
156	010	1710	7150	+ \$ 291	Inc. Telephone
100	045	9120	7700	(\$ 1,146)	GF Contingency
100	010	0105	7608	45,902	CT to F/S
Revenue					
156	010	1710	7601	+ \$45,902	CT from GF
Revenue					
400	040	7231	6520	+ \$ 25	Insurance
Revenue					
400	040	7231	6600	(\$ 3,896)	Svs. Reim. GF to Ins. Fund
400	040	7231	6602	+ \$ 3,921	Svs. Reim. F/S to Ins Fund
165	040	7990	6600	(\$ 291)	Svs. Reim. GF to Tele Fund
165	040	7990	6602	+ \$ 291	Svs. Reim F/S to Tele Fund
100	045	7410	6602	+ \$ 3,043	Svs. Reim. F/S to GF

1. PROPOSED BY James McConnell/Duane Zussy
DEPARTMENT DHS DIVISION Aging Svc FUND 156 BUDGET PAGES B49, B51

2. DESCRIPTION OF AMENDMENT

This amendment reduces Central Administration and Long Term Care (ORGs 1710 and 1900), County G/F support for Indirect Cost by \$7,922 because the Indirect Rate assessed the Department of Human Services' Divisions was reduced from 7.41% to 7.1% after initial budget proposals were received.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Reduces Central Administrative County G/F by \$5,529.
Reduces Long Term Care County G/F by \$2,393.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	1710	7100	(\$ 5,529)	Dec. Indirect Cost
156	010	1900	7100	(\$ 2,393)	Dec. Indirect Cost
100	010	0105	7608	(\$ 7,922)	Dec. Cash Transfer
				(\$15,844)	Total Expense Dec.
Revenue					
156	010	1710	7601	(\$ 5,529)	Dec. County G/F
156	010	1900	7601	(\$ 2,393)	Dec. County G/F
100	045	7410	6602	(\$ 7,922)	Dec. Svs. Reim. F/S to GF
				(\$15,844)	Total Revenue Dec.

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Commissioner Casterline

DEPARTMENT DHS/DES DIVISION ASD FUND 100/156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment increases the Facilities Management budget by \$68,500 to purchase furniture and partitions for the David Douglas Building which will house ASD Long Term Care Program staff and private non-profit MCCA. The "upfront" cost to the General Fund is \$54,800, the balance is to be recovered from increased Building Management costs funded by Title XIX funds at \$13,700 for this fiscal year and for four additional years. The Title XIX funds became available from a Program Manager 1 position in the Long Term Care program reduced from 1.0 FTE to .72 FTE.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Program Manager 1	(.28)	(9,603)	(2,428)	(1,301)	(13,332)
Premium		(288)	(72)	(8)	(368)

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Svs. Reim. F/S fund to General Fund by \$13,700.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	9080	8300	68,500	Other Improve.
100	045	9120	7700	(54,800)	GF Contingency
100	030	9080	6602	13,700	Svs. Reim. F/S to GF
156	010	1710	5100	(9,603)	Permanent
156	010	1710	5400	(288)	Premium

EFFECT ON General FUND CONTINGENCY (54,800)

1. PROPOSED BY YPO

DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Increases professional services in YPO Operations for minority youth (\$6,000) and student retention initiative coordination (\$3,000); Increases Contract Services for Diversion/Early Intervention - Alternative Schools by \$34,958. Of this amount \$14,958 is new revenue and the balance is from existing, unallocated JSC funds.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases State Juvenile Services Commission - \$22,817.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	1505	6060	7,688	Pass Through
156	010	1505	7100	54	Indirect Cost
100	010	0104	7608	1,341	CT to F/S
156	010	1502	6110	9,000	Pass Through
156	010	1502	6200	7,270	Postage
156	010	1502	6310	1,859	Education/Travel
156	010	1502	7100	1,287	Indirect Cost

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY MED Emergency Holds

DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Adjusts budget to reflect personnel changes implemented in FY 87/88 budget modification DHS #50 and appropriation of provider refunds.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE		TOTAL
			Fringe	Ins.	
Office Assistant 2	(.8)	(12,328)	(3,114)	(2,780)	(18,222)
Program Develop. Tech.	.75	15,143	3,825	1,662	20,630

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Revenue source 2605 (State MH Grant) increased by \$2,408; revenue source 6205 (Provider Refunds) increased by \$30,000. Indirect = \$381.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
				Expenditures	
156	010	1380	5100	2,815	Increase Permanent
156	010	1380	5500	711	Increase Fringe
156	010	1380	5550	(1,118)	Decrease Insurance
400	040	7231	6520	(1,118)	Decrease Ins. Fund
156	010	1380	6060	30,000	Increase Pass Thru
156	010	1380	7100	381	Increase Indirect
100	010	0104	7608	381	Increase Cash Trans.
				Revenue	
156	010	1380	2605	2,408	State M.H. Grant-LA
156	010	1380	6205	30,000	Provider Refunds
156	010	1380	7601	381	County General Fund
100	045	7410	6602	381	Svc. Reimbursement
400	040	7231	6602	(1,118)	Insurance Fund

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY DD Operations
DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Adjusts permanent, fringe and insurance object codes to correct an error in salary calculations for a reclassified position.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE		TOTAL
			Fringe	Ins.	
Corrects Social Worker-6295		+3,681	+930	(2,383)	+2,228

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Revenue source 2605 (State MH Grant) increased by \$2,228. Indirect = \$158.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
				<u>Expenditures</u>	
156	010	1210	5100	3,681	Increase Permanent
156	010	1210	5500	930	Increase Fringe
156	010	1210	5550	(2,383)	Decrease Insurance
400	040	7231	6520	(2,383)	Decrease Ins. Fund
156	010	1210	7100	158	Increase Indirect
100	010	0104	7608	158	Increase Cash Trans.
				<u>Revenue</u>	
156	010	1210	2605	2,228	State M.H. Grant-LA
156	010	1210	7601	158	County General Fund
100	045	7410	6602	158	Svc. Reimbursement
400	040	7231	6602	(2,383)	Insurance Fund

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY A&D Contracts

DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Reduces services for State DUII offenders based on the following revenue changes.

State revenues for treatment of DUII offenders are reduced by \$106,464, while \$53,018 in unexpended Federal Stewart B. McKinney Homeless Assistance grant revenues and \$15,400 in unexpended State revenues for Student Retention Initiative prevention services are reappropriated and \$7,000 is added to prevention/early intervention to correct a technical error, for a net reduction of \$31,046.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

State Mental Health grant reduced by \$84,064 while \$53,018 in Federal Stewart B. McKinney Homeless Assistance Act grant funds reappropriated, Indirect = (\$217).

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	1415	6060	EXPENDITURES (31,046)	Decrease Pass Through
156	010	1415	7100	(217)	Decrease Indirect
100	010	0104	7608	(217)	Decrease Cash Transfer
				REVENUE	
156	010	1415	2605	(84,064)	State Mental Hlth Grant
156	010	1415	2062	53,018	SB McKinney Homeless
156	010	1415	7601	(217)	County General Fund
100	045	7410	6602	(217)	Services Reimbursement

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY DD Contracts

DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Increases contracted service amounts to reflect additional revenue received from the State Mental Health Division through Amendments 10-13 in the following service elements:

Activity Centers	\$16,083
Supported employment	66,678
DD Division	55,514
Residential Facilities	22,272
Employment Transportation	7,986

Appropriates Department of Education revenue for Early Intervention Project.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE		TOTAL
			Fringe	Ins.	

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Revenue source 2605 (State MH Grant) increased by \$168,533; revenue source 2086 (Dept. of Ed.) increased by \$54,409. Increases indirect costs 1,561 to reflect increased State revenues.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
				<u>Expenditures</u>	
156	010	1215	6060	222,942	Increase P. Through
156	010	1215	7100	1,561	Increase Indirect
100	010	0104	7608	1,561	Increase Cash Trans.
				<u>Revenue</u>	
156	010	1215	2605	168,533	State M.H. Grant
156	010	1215	2086	54,409	Dept. of Education
156	010	1215	7601	1,561	County General Fund
100	045	7410	6602	1,561	Svc. Reimbursement

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY MED Contracts

DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Increases contracted service amounts to reflect additional revenue received from the State Mental Health Division through Amendments 10-13 in the following service elements:

Community Support Services	\$214,551
Capitation Payment System	20,000
Supported employment	74,438
Homeless	239,517

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE		TOTAL
			Fringe	Ins.	

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Revenue source 2605 (State MH Grant) increased by \$548,506. Indirect = \$3,840. Increases indirect costs 3840 to reflect increased State revenue.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	010	1305	6060	548,506	Increase P. Through
156	010	1305	7100	3,840	Increase Indirect
100	010	0104	7608	3,840	Increase Cash Trans.
156	010	1305	2605	Revenue 548,506	State M.H. Grant
156	010	1305	7601	3,840	County General Fund
100	045	7410	6602	3,840	Svc. Reimbursement

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY MED Operations
DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Adjusts budget to reflect personnel changes implemented in FY 87/88 budget modification DHS #50.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE		TOTAL
			Fringe	Ins.	
Office Assistant 2	(1.0)	(16,584)	(4,189)	(2,502)	(23,275)
Office Assistant 2	.6	9,247	2,336	924	12,507
Program Develop. Tech.	1.0	20,191	5,417	2,609	28,217

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Revenue source 2605 (State MH Grant) increased by \$17,449. Indirect = \$1,239.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
				<u>Expenditures</u>	
156	010	1302	5100	12,854	Increase Permanent
156	010	1302	5500	3,564	Increase Fringe
156	010	1302	5550	1,031	Increase Insurance
400	040	7231	6520	1,031	Increase Ins. Fund
156	010	1302	7100	1,239	Increase Indirect
100	010	0104	7608	1,239	Increase Cash Trans.
				<u>Revenue</u>	
156	010	1302	2605	17,449	State M.H. Grant-LA
156	010	1302	7601	1,239	County General Fund
100	045	7410	6602	1,239	Svc. Reimbursement
400	040	7231	6602	1,031	Insurance Fund

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY A&D Operations

DEPARTMENT DHS DIVISION SSD FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Adjust A&D Operations budget to reflect annualized expenses for AIDS Outreach Project personnel, professional services for AIDS training conference and consultation, related M&S and capital.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE		TOTAL
			Fringe	Ins.	
Health Educator	(1.0)	(23,305)	(5,887)	(3,262)	(32,454)
Comm. Info. Tech	1.0	20,190	4,204	1,483	25,877

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Revenue increase of \$6,577 from unexpended State A&D Prevention/Early Intervention (AIDS) project from FY 1987-88 and reallocate personnel to a lower classification with resulting salary savings. Indirect = \$396.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE) Expenditures	NOTES
156	010	1410	5100	(3,115)	Decrease Permanent
156	010	1410	5500	(1,683)	Decrease Fringe
156	010	1410	5550	(1,779)	Decrease Insurance
400	040	7231	6520	(1,779)	Increase Ins. Fund
156	010	1410	6110	4,820	Increase Prof. Svcs.
156	010	1410	6120	1,500	Increase Printing
156	010	1410	6200	600	Increase Postage
156	010	1410	6230	2,500	Increase Supplies
156	010	1410	6310	400	Increase Ed./Travel
156	010	1410	7100	396	Increase Indirect
100	010	0104	7608	396	Increase Cash Trans.

1. PROPOSED BY Budget

DEPARTMENT DJS DIVISION D.A. FUND General BUDGET PAGES C - 29

2. DESCRIPTION OF AMENDMENT

Transfers \$326,604 from General Fund Contingency into the District Attorney's budget to pay for the Prosecuting Attorneys' Association settlement.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	045	9120	7700	(326,604)	General Fund Contingency
100	020	2410	5100	219,548	Permanent
			5500	76,469	Fringe
			5550	6,037	Insurance
				302,054	Subtotal

EFFECT ON General FUND CONTINGENCY (326,604)

1. PROPOSED BY Sheriff Fred B. Pearce

DEPARTMENT Sh Off DIVISION Corrections FUND General BUDGET PAGES C - 87

2. DESCRIPTION OF AMENDMENT

This Amendment carries over accrued Personal Services savings that were for the Multnomah County Inverness Jail in fiscal year 1987-88. Transfers \$73,225 to the Serial Levy for purchase of trucks (to be used for work crews at MCIJ) and additional equipment not anticipated.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	3956	5100	24,729	Permanent
100	020	3956	5500	7,794	Fringe
100	020	3956	5550	6,139	Insurance
100	020	3949	5100	(24,729)	Permanent
100	020	3949	5500	(7,794)	Fringe
100	020	3949	5550	(6,139)	Insurance
100	020	3955	8400	73,225	Equipment
225	040	9090	7607	(73,225)	CT - GF to Cap Res

EFFECT ON _____ FUND CONTINGENCY _____

BUDGET AMENDMENT NO. DJS #17

Date Proposed _____
Date Approved _____

1. PROPOSED BY Budget

DEPARTMENT DJS DIVISION Sheriff FUND General BUDGET PAGES C - 81, C - 87

2. DESCRIPTION OF AMENDMENT

Transfers \$1,262,933 into the Sheriff's personal services budget to pay for the Corrections Officers' wage settlement.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	045	9120	7700	(1,140,928)	GF Contingency
100	020	3415	5100	774,685	Permanent
			5500	275,003	Fringe
			5550	21,557	Insurance
				1,071,245	Subtotal

EFFECT ON General FUND CONTINGENCY 1,140,928

1. PROPOSED BY Sheriff Fred B. Pearce

DEPARTMENT Sh Off DIVISION Corrections FUND General BUDGET PAGES C - 81

2. DESCRIPTION OF AMENDMENT

Transfer \$25,000 from General Fund Contingency into the Corrections Branch, Sheriff's Office. This amount is the contract payment to John DelNero, who is the United States District Court appointed monitor to provide monitoring services as stated in the Final Order dated June 23, 1987.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	3910	6110	25,000	Professional Services
100	045	9120	7700	(25,000)	GF Contingency

EFFECT ON General FUND CONTINGENCY (25,000)

1. PROPOSED BY Sheriff Fred B. Pearce

DEPARTMENT Sh Off DIVISION Corrections FUND Comm BUDGET PAGES C - 94

2. DESCRIPTION OF AMENDMENT

Transfers \$84,756 from the General Fund into the Inmate Welfare Fund. This amount includes the ending balance for fiscal year 1986-87 (\$10,739) and projected current fiscal year (\$74,017) balance.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
168	020	4042	6230	54,756	Supplies
168	020	4042	8400	30,000	Equipment
168	020	4042	7601	84,756	CT (GF to Inm Welfare)
100	045	7410	0500	84,756	BWC

EFFECT ON General FUND CONTINGENCY (84,756)

1. PROPOSED BY Sheriff Fred B. Pearce
 DEPARTMENT DJS DIVISION Sheriff FUND Gnr1 Fund Tax Title BUDGET PAGES C - 69, 70

2. DESCRIPTION OF AMENDMENT

Transfers Tax Title Land Sales from the Sheriff's (DJS) Office to Property Management (DES).

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	3517	5100	(45,330)	Permanent
			5500	(11,450)	Fringe
			5550	(7,157)	Insurance
			6110	(5,000)	Professional Services
			6120	(500)	Printing
			6130	(1,000)	Utilities
			6140	(450)	Communications
			6170	(400)	Rentals

EFFECT ON _____ FUND CONTINGENCY - 0 -

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	3517	6180	(40,000)	Repairs and Maintenance
			6230	(900)	Supplies
			6310	(500)	Education & Travel
			6520	(1,000)	Insurance
				(113,687)	Subtotal
156	020	3517	6060	(691,613)	Pass-Through
			7500	(113,687)	Other Internal
				(805,300)	Subtotal
100	030	5655	5100	45,330	Permanent
			5500	11,450	Fringe
			5550	7,157	Insurance
			6110	5,000	Professional Services
			6120	500	Printing
			6130	1,000	Utilities
			6140	450	Communications
			6170	400	Rentals
			6180	40,000	Repairs and Maintenance
			6230	900	Supplies
			6310	500	Education & Travel
			6520	1,000	Insurance
				(113,687)	Subtotal

1. PROPOSED BY Michael Schrunk

DEPARTMENT DJS DIVISION D.A. FUND Fed/St BUDGET PAGES C - 35

2. DESCRIPTION OF AMENDMENT

Carryover funds and new grant revenue for the OCN Program (\$258,515).

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2443	6110	254,835	Operational expenses
156	020	2443	7100	22,088	Indirect Cost
156	020	2443	8400	3,680	Equipment
100	020	9120	7700	22,088	G.F. Contingency
156	020	2443	2016	280,603	OCN Grant
100	020	2443	6602	22,088	Svc Reim (F/S to G.F.)

EFFECT ON General FUND CONTINGENCY \$22,088

1. PROPOSED BY Michael Schrunk

DEPARTMENT DJS DIVISION D.A. FUND General BUDGET PAGES C - 33

2. DESCRIPTION OF AMENDMENT

The civil forfeiture unit has additional costs (\$36,519) associated with the proceedings that are required for the County to seize and distribute assets acquired as a result of Ordinance 422. These costs include publication of summons, postage, telephones, and basic equipment needed by the 2 personnel in this unit.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	2444	6110	25,060	Professional Services
			6200	108	Postage
			7150	2,300	Telephone
			8400	9,051	Equipment
			6150	34,035	Add'l Forfeiture Revenue
			0500	2,484	Carryover Rev from 87/88
165	040	9120	7700	2,300	General Fund Contingency
		7990	6602	2,300	Srvs Reim to Tele Fund

EFFECT ON General FUND CONTINGENCY _____

1. PROPOSED BY Michael Schrunk

DEPARTMENT DJS DIVISION D.A. FUND Fed/St BUDGET PAGES C-30, 35, 36 Add to

2. DESCRIPTION OF AMENDMENT

This amendment appropriates a new source of federal revenue and dedicates this money to a newly created organization within the D.A.'s Office to be used for continued operation and investigation of criminal drug activity.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2446	2014	269,502	New Revenue
			5300	10,500	Overtime for MCSO/DA Office
			5500	4,000	OT Fringe
			5550	500	OT Insurance
			6310	10,000	Education & Travel
			7100	19,502	Indirect Cost
			8400	25,000	Capital Equipment
			6110	200,000	Professional Services
100	020	9120	7700	19,502	G.F. Contingency
400	040	7231	6580	500	Claims Paid
			6600	500	Srvs Reim to Ins Fund
100	020	2446	6602	19,502	Srvs Reim (F/S to G.F.)

EFFECT ON General FUND CONTINGENCY 19,502

1. PROPOSED BY Michael Schrunk
DEPARTMENT DJS DIVISION D.A. FUND Fed/St BUDGET PAGES C - 31

2. DESCRIPTION OF AMENDMENT

This amendment deletes the Oregon Traffic Safety grant which expires 6/30/88.
Positions lost by this amendment are 1 DDA 1 and 1 DDA 3.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
Deputy DA 1	1.00	(26,866)	(8,806)	(35,672)
Deputy DA 3	1.00	(39,442)	(13,500)	(52,942)

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2453	5100	(66,308)	Permanent
			5400	(1,989)	Premium Pay
			5500	(17,251)	Fringe
			5550	(5,609)	Insurance Benefits
156	020	2453	2015	(91,157)	OR Traf. Sfty. Grant Rev
400	040	7231	6580	(5,609)	Claims Paid
			6600	(5,609)	Srvs Reim to Ins Fund

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Michael Schrunk

DEPARTMENT DJS DIVISION D.A. FUND Fed/St BUDGET PAGES C - 35

2. DESCRIPTION OF AMENDMENT

Carryover of VOCA grant funds. No local match is required by this grant.
Reduction in 88/89 grant award estimate.

VOCA was originally budgeted at \$30,897. This amendment reduces the total budget to \$28,215 which is the estimated total amount of funds available in this grant for the 88/89 fiscal year.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

The 88/89 grant award is expected to be \$20,000. Carryover funds from 87/88 are anticipated to be \$8,215. Therefore, this program must be reduced to fit the amount of funds available.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2463	6310	(1,580)	Delete Ed. & Training
156	020	2463	6330	(560)	Delete Local Travel
156	020	2463	5400	(542)	Delete part of Prem Pay
156	020	2463	2015	(2,682)	VOCA Carryover

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Harley Leiber

DEPARTMENT DJS DIVISION Comm Corr FUND General BUDGET PAGES C - 19

2. DESCRIPTION OF AMENDMENT

Transfers two administrative salaries currently located in Program Development (F/S Fund) to the General Fund and then charges via service reimbursement the appropriate amount to each F/S program.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2303	7500	15,040	Contract Services
		2304		25,067	Program Development
		2305		7,520	Alt Comm Services
		2329		2,507	DMDA
		2332		11,698	C. Felon
		2334		418	Domestic Violence
		2335		3,760	Comm Srvs Forest Proj
		2336		4,178	Maximum Supervision
		2337		13,369	Structured Supervision

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Michael D. Schrunk

DEPARTMENT DJS DIVISION D.A. FUND General BUDGET PAGES C-29, 30, 34

2. DESCRIPTION OF AMENDMENT

The following group of reclassifications reflect changes that have been made in light of the recently negotiated MCPAA contract, the increased activity in financial and administrative requirements, the clerical workload for the drug unit, and the administrative demands placed upon the District Attorney.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
DDA/Chief	(1.00)	(54,184)	(18,382)	(72,566)
First Assistant to DA	1.00	60,497	19,287	79,784
Office Assistant 3	(1.00)	(21,005)	(9,010)	(30,015)
Legislative/Adm. Sec.	1.00	23,500	8,902	32,402
Administrative Asst.	(1.00)	(24,423)	(10,144)	(34,567)
Management Analyst	1.00	26,500	10,548	37,048
Legal Assistant	1.00	21,412	6,926	28,338

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

A portion of the increased costs associated with these reclassifications and creation of the legal assistant position comes from additional revenue from the State of Oregon. Please see the attached explanation of this projected revenue increase.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	2411	5100	10,885	Permanent
			5500	800	Fringe
			5550	401	Insurance
		2441	5100	21,412	Create legal asst for Cir Crt trial section
		2441	5500	5,409	
			5550	1,517	
			6110	(5,424)	Decrease CC witness/ expert fees

EFFECT ON DA's budget only FUND CONTINGENCY _____

1. PROPOSED BY Sheriff Fred B. Pearce

DEPARTMENT Sh Off DIVISION L.E. Srvs. FUND General BUDGET PAGES C - 56

2. DESCRIPTION OF AMENDMENT

This amendment changes the classification of the Office Assistant 4 in L.E. Services Division, Word Processing Unit, to Operation Supervisor 1, by recommendation from Employee Relations. Any fiscal implications will be absorbed within the Sheriff's Office.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
(Office Assistant 4) Operations Supr 1	(1.00) 1.00	(23,531) 23,531	(5,953) 5,953	(4,153) 4,153	(33,627) 33,627

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Harley Leiber

DEPARTMENT DJS DIVISION Comm. Corr. FUND 156 BUDGET PAGES C - 18

2. DESCRIPTION OF AMENDMENT

Increases the appropriation for Program Development Program by \$10,575. This amount represents the revised estimate of the CCA Felony Project Grant that will be available for carryover into FY 1988-89.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2304	5200	8,674	Temporary
156	020	2304	5500	720	Fringe
156	020	2304	5550	264	Insurance
156	020	2304	7100		Indirect Cost
100	045	9120	7700	917	G.F. Contingency
156	020	2304	2310	10,575	CCA Felony Project Grant
100	020	2304	6602	917	Svcs. Reim (F/S to GF)

EFFECT ON General FUND CONTINGENCY \$917

1. PROPOSED BY Harley Leiber

DEPARTMENT DJS DIVISION Comm. Corr. FUND F/S BUDGET PAGES C - 22

2. DESCRIPTION OF AMENDMENT

Increases the appropriation for the Community Service Forest Project by \$26,495. This amount represents the revised estimate of CCA Felony Project Grant that will be available for carryover into FY 1988-89.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2335	5200	19,495	Temporary
			5500	1,464	Fringe
			6110	5,000	Professional Services
			5550	536	Insurance
			7100	2,296	Indirect Cost
100	045	9120	7700	2,296	G.F. Contingency
156	020	2335	2310	26,495	CCA Felony Project Grant
100	020	2335	6602	2,296	Svc. Reim (F/S to G.F.)

EFFECT ON General FUND CONTINGENCY \$2,296

1. PROPOSED BY Harley Leiber

DEPARTMENT DJS DIVISION Comm. Corr. FUND 156 BUDGET PAGES C - 22

2. DESCRIPTION OF AMENDMENT

Increases the appropriation for the Maximum Supervision Program by \$26,304. This amount represents the revised estimate of the CCA Felony Project Grant that will be available for carryover into FY 1988-89.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2336	5200	23,856	Temporary
			5500	1,792	Fringe
			5550	656	Insurance
			7100	2,280	Indirect Cost
100	045	9120	7700	2,280	G.F. Contingency
156	020	2336	2310	26,304	CCA Felony Proj. Grant
100	020	2336	6602	2,280	Svc Reimb (F/S to GF)

EFFECT ON General FUND CONTINGENCY \$2,280

1. PROPOSED BY Michael Schrunk

DEPARTMENT DJS DIVISION D.A. FUND General BUDGET PAGES C - 33

2. DESCRIPTION OF AMENDMENT

It is anticipated that equipment ordered on 3 purchase orders will arrive during the first week of July which were previously scheduled for delivery 6/24/88. In order to have this purchased from 87/88 funds it is necessary to carryover \$3,561 in c/o funds.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	2421	8400	3,561	Carryover of c/o approp due to shipping delay
100	020	2421	0500	3,561	BWC

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Michael Schrunk

DEPARTMENT DJS DIVISION D.A. FUND General BUDGET PAGES C - 33

2. DESCRIPTION OF AMENDMENT

This amendment appropriates carryover funds from the Criminal Enterprise Fund which are received as a result of Ordinance 422.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	2442	6110	150,259	Professional Services
100	020	2442	0511	150,259	BWC

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Michael Schrunk

DEPARTMENT DJS DIVISION D.A. FUND Fed/St BUDGET PAGES C - 35

2. DESCRIPTION OF AMENDMENT

This is a carryover of unused funds from the Anti-Drug grant which began 4/1/88.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	2445	5100	11,063	Permanent
			6060	40,054	Pass-Through
			6110	6,235	Professional Services
			7100	5,085	Indirect
			8400	12,705	Capital Equipment
			2013	75,142	Revenue

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Sheriff Fred B. Pearce

DEPARTMENT Sh Off DIVISION Corrections FUND General BUDGET PAGES C - 108

2. DESCRIPTION OF AMENDMENT

This will permit Information Services Division and the Sheriff's Office to complete the project of the Sheriff's Office Time and Recordkeeping System (SOTARS). Funding for the additional cost for the low bid for this project has been identified within the Sheriff's Office balance of the Professional Services line item.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	4304	7200	27,411	Data Processing
100	020	4304	0500	27,411	BWC
301	040	7940	6110	27,411	Prof Svcs.
301	040	7940	6600	27,411	Svc Reimb (GF to DPA Fd)

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Sheriff Fred B. Pearce

DEPARTMENT Sh Off DIVISION Operations FUND Fed/State BUDGET PAGES C - 63

2. DESCRIPTION OF AMENDMENT

Carries over \$5,000 in the River Patrol Unit, Operations Division within Federal/State Fund. This amount was identified for repairs of a boathouse that was started but not completed in the current fiscal year.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	020	3306	6180	5,000	Repairs/Maintenance
156	020	3316	2322	5,000	Carryover

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Sheriff Fred B. Pearce

DEPARTMENT Sh Off DIVISION Corrections FUND General BUDGET PAGES C - 99

2. DESCRIPTION OF AMENDMENT

Carryover \$34,415 in the BIT-50 Over, Corrections Division, Sheriff's Office for completion of installation of sinks in MCDC inmate modules that Facilities Management is unable to complete this fiscal year.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	020	4124	8300	34,415	Other Improv
100	020	4124	0500	34,415	BWC

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Sheriff Fred B. Pearce

DEPARTMENT Sh Off DIVISION Corrections FUND General BUDGET PAGES C - 96

2. DESCRIPTION OF AMENDMENT

This will permit Information Services Division and the Sheriff's Office to complete the automation of the Inmate Trust/Welfare Accounting System as recommended in the Internal Audit in 1983. The project will enable the Sheriff's Office to track inmates and their funds throughout the system and provide accurate and timely fiscal reports.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
168	020	4042	7200	60,000	Data Processing
168	020	4042	0516	60,000	BWC

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Budget Office
 DEPARTMENT DGS DIVISION Budget FUND Serial Levy BUDGET PAGES G - 46, 47

2. DESCRIPTION OF AMENDMENT
 Carries over \$30,000 of unappropriated 1987-88 revenues in the Serial Levy Fund.

3. PERSONNEL CHANGES

JOB TITLE		FTE	BASE	FRINGE	TOTAL
Office Assistant 2		1.00	16,182	5,496	21,678

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases Beginning Working Capital in the Serial Levy Fund by \$30,000.

FUND	AGENCY	ORGANIZATION	REVENUE* OBJECT	INCREASE (DECREASE)	NOTES
100	020	3955	5100	16,182	Permanent
100	020	3955	5200	8,322	Temporary
100	020	3955	5500	4,087	Fringe
100	020	3955	5550	1,409	Insurance
160	045	7410	0500*	30,000	BWC
100	045	7410	7606*	30,000	Cash Transfers from Serial Levy Fund
160	045	7410	7601	30,000	Cash Transfers to GF from Serial Levy Fund

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Sam Philip

DEPARTMENT DES DIVISION Expo Center FUND 100 BUDGET PAGES D - 13-15

2. DESCRIPTION OF AMENDMENT

This amendment reclassifies four operations staff and makes adjustments in personnel budget as the result of the settlement of a union grievance, for a total increase of \$3,253 in personnel costs. This amendment also increases various materials and services (Utilities - \$23,200, Maintenance Contracts - \$5,000), due to an increase in usage of the facility, a total increase in M & S of \$28,200. 15% of profits to capital, \$7,282. All increases in costs offset by an increase in parking revenues of \$80,000, a net increase of G.F. Contingency of \$41,256. The 1987-88 profits are projected to increase by \$83,369 over current budget, 15% of which (\$12,505) is dedicated to Expo capital improvements.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Deletes Custodians	1.54	(27,207)	(6,873)	(748)	(34,828)
Delete Expo Op Workers	1.54	(32,668)	(8,252)	(898)	(41,818)
Add Expo Worker I	2.31	45,934	11,609	1,263	58,806
Add Expo Worker II	.77	16,478	4,162	453	21,093
			Net Increase		3,253

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Parking fees by \$80,000 due to usage of facility.
Increase Beginning working capital due to 1987-88 increase in revenues \$12,505.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
Expenditures					
100	030	5015	5100	2,537	Increase Permanent
100	030	5015	5500	646	Increase Fringe
100	030	5015	5550	70	Increase Insurance
100	030	5015	6130	23,200	Increase Utilities
100	030	5015	6190	5,000	Increase Maint. Cont.
100	030	5015	8300	19,787	Increase Other Imp (15%)

EFFECT ON General FUND CONTINGENCY + \$41,265

DE6 6

EXPO CENTER
REVISED CALCULATION OF 1987/88 15%-FOR-CAPITAL

ADOPTED 1987/88 BUDGET ASSUMPTIONS

TOTAL REVENUE (less Fair transfer)	\$1,200,000
PROJECTED OPERATING COSTS	<u>(445,042)</u>
PROJECTED PROFIT	754,958
	X <u>.15</u>
15% CAPITAL	\$ 113,244
PLUS FAIR TRANSFER	<u>154,210</u>
TOTAL CAPITAL	\$ 267,454

1987/88 PROJECTED ACTUALS

TOTAL REVENUE (less Fair transfer)	\$1,300,000
PROJECTED OPERATING COSTS	<u>(461,673)</u> *
PROJECTED PROFIT	838,327
	X <u>.15</u>
15% CAPITAL	\$ 125,749

1988/89 CAPITAL CARRYOVER

PROJECTED ACTUAL 15% (1987)	\$ 125,749
BUDGETED 15% (1987)	<u>113,244</u>
CAPITAL CARRYOVER	<u>\$ 12,505</u>

* ADOPTED 1987/88 BUDGET	\$709,559
PLUS BUDGET MODIFICATION	<u>55,000</u>
TOTAL BUDGET	764,559
LESS BUDGETED CAPITAL	(267,886)
LESS EST. UNDEREXPENDITURE	<u>(35,000)</u>
PROJECTED OP. COSTS	\$461,673

1. PROPOSED BY Lorna Stickle, Bob Hall

DEPARTMENT DES DIVISION Planning FUND 100 BUDGET PAGES D-19-24

2. DESCRIPTION OF AMENDMENT

To place in next year's budget the part of the Columbia Gorge Commission Grant to be expended in the second year as per the June grant request authorization.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
Planner	.23	5,353	1,991	7,344

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Receipt of new revenues of \$15,000 for a new biennial State grant from the Columbia Gorge Commission.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	030	5260	5100	5,353	Permanent
156	030	5260	5500	1,351	Fringe
156	030	5260	5550	640	Insurance
156	030	5260	5200	5,500	Temporary
156	030	5260	6120	500	Printing
156	030	5260	6200	175	Postage
156	030	5260	6230	250	Supplies
156	030	5260	7100	1,231	Indirect @ 8.21%
100	045	7410	6602	1,231	Indirect Cost

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Tom Guiney

DEPARTMENT DES DIVISION Fleet Svcs FUND Fleet BUDGET PAGES D60

2. DESCRIPTION OF AMENDMENT

Adjust expenditures to match service reimbursement changes from the proposed budget to the approved budget. Also adds \$35,000 increase in Bridge Fund service reimbursement and deducts \$21,257 because of MCCA transfer. The net change is \$56,640. Deletes (1) 15 passenger van and one 3/4 Ton pickup. Adds (3) compact pickups.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
None.				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase service reimbursement by \$14,523 above approved budget.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
401	030	5059	8400	(1,500)	Equipment
401	030	5059	6170	10,800	Rentals
401	030	5059	6230	47,340	Supplies
401	030	9120	7700	(42,117)	Fleet Contingency
				<u>14,523</u>	
401	030	5059	*6602	(21,257)	Fed/State Svc. Reim
401	030	5059	*6623	35,000	Bridges Svc. Reim
401	030	5059	*6600	780	Risk Mgmt. Svc. Reim

* Revenue Sources

14,523

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Betsy Williams

DEPARTMENT DES DIVISION Administn FUND Road BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

This amendment increases revenue estimates on State Motor Vehicle Fee Sharing by \$588,532, reduces estimates on the Road Fund beginning working capital by \$836,293, and reduces the Road Fund contingency to balance.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Reduces Road Fund beginning working capital to reflect actual revenues for 1987-88.
Increases State Motor Vehicle Fee Sharing \$588,532

FUND	AGENCY	ORGANIZATION	REVENUE* OBJECT	INCREASE (DECREASE)	NOTES
150	030	5045	*0500	(836,293)	BWC
150	030	5045	*2367	588,532	Motor Vehicle Fees
				(247,761)	
150	030	9120	7700	(247,761)	Contingency

* Revenue Sources

EFFECT ON Road FUND CONTINGENCY (\$247,761)

1988/89 ROAD FUND BUDGET ADJUSTMENTS

<u>REVENUE</u>	<u>1988/89 APP. BUD.</u>	<u>REVISED BUDGET</u>	<u>DIFFERENCE</u>
BEGINNING WORKING CAPITAL			
o Underestimated 1987 BWC	1,486,582	1,486,582	-0-
o Urban Services Carryover	2,316,100	2,316,100	-0-
o 1987/88 Underexpenditure	551,000	551,000	-0-
o Unspent Contingency	360,486	661 ²	(359,825) ¹
o Underestimated 1987/88 Revenues	884,473	808,005 ²	(76,468) ³
o Capital Carryover	5,275,850	4,875,850	(400,000) ³
Sub-total BWC	10,874,491	10,038,198	(836,293)
STATE MOTOR VEHICLE FEES	<u>13,131,600</u>	<u>13,720,132⁴</u>	<u>588,532</u>
TOTALS	<u>24,006,091</u>	<u>23,758,330</u>	<u>(247,761)</u>

EXPENDITURES

ROAD FUND CONTINGENCY	<u>2,894,766</u>	<u>2,647,005⁵</u>	<u>(247,761)</u>
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1 CONTINGENCY USE:

Pay equity adjustments	9,417
Glendoveer Golf Course	43,408
Portland payment	<u>307,000</u>
Total	\$359,825

2 BUDGETED VS. REVISED 1987/88 REVENUE ESTIMATES:

	<u>Budget</u>	<u>Est. Actuals</u>	<u>Difference</u>
Forest Yield	380,000	579,473	199,473
County Gas Tax	7,400,000	7,200,000	(200,000)
State Motor Veh.	<u>11,000,000</u>	<u>11,808,532</u>	<u>808,532</u>
Total	<u>\$18,780,000</u>	<u>\$19,588,005</u>	<u>\$808,005</u>

3 Capital reduced \$400,000 for 1987/88 Portland payment.

4 REVISED 1988/89 PROJECTION:

Projected 1987/88 Actual	11,808,532
HB 2112 (Metro est.)	<u>1,911,600</u>
Total	\$ 13,720,132

5 1988/89 ROAD FUND CONTINGENCY:

HB 2112 Funds in trust	1,911,600
Wage Set-aside	200,000
Contingency	<u>535,405</u>
Total	\$ 2,647,005

1. PROPOSED BY Lorna Stickel
DEPARTMENT DES DIVISION Planning FUND 100 BUDGET PAGES D-19-23

2. DESCRIPTION OF AMENDMENT
Moving expenses to move part of the Planning Section at 2115 SE Morrison, 1st Floor, into the public counter area vacated by the move of the Portland Bureau of Buildings to the Portland Building. The costs are electrical \$385, moving \$688, and telephones \$127.

Increases half-time OA 2 currently shared with Right-of-Way Permits to full-time due to the transfer of R-O-W to Vance Shops on September 1, 1988.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
Office Assistant 2	.83 (10 mos.) FTE	13,558	6,249	19,807

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Reduces General Fund service reimbursement to the Road Fund budgeted as payment for shared clerical support.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	5025	6180	1,200	Moving expenses
100	030	5025	5100	13,558	Permanent
100	030	5025	5500	3,425	Fringe benefits
100	030	5025	5550	2,824	Insurance benefits
100	030	5025	7500	(11,400)	Other Internal
100	045	9120	7700	(9,607)	General Fund Contin.
150	030	9120	7700	(11,400)	Road Fund Contingency
*150	030	9120	6600	(11,400)	Service Reimb. to Rd Fd

* Revenue Item

EFFECT ON General FUND CONTINGENCY (9,607)

BUDGET AMENDMENT NO. DES # 11

Date Proposed _____
Date Approved _____

1. PROPOSED BY F. Wayne George

DEPARTMENT DES DIVISION Fac. Mgmt. FUND General BUDGET PAGES D-48

2. DESCRIPTION OF AMENDMENT

Adds annual rent to Property Management budget for approximately 1300 square feet at Oregon National Building. Space is currently vacant due to Juvenile Services Commission relocating to the Gill Building. \$11,755

3. PERSONNEL CHANGES

	JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	7920	6170	11,755	Space Rentals
100	050	9120	7700	(11,755)	Contingency

EFFECT ON General FUND CONTINGENCY (11,755)

1. PROPOSED BY Sam Philip

DEPARTMENT DES DIVISION County Fair FUND 164 BUDGET PAGES D-18

2. DESCRIPTION OF AMENDMENT

This amendment reclassifies four operations staff as the result of settlement of a union grievance. No effect on Fair budget; increase in costs contained in Expo Center budget.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Delete Custodian	.46	(8,127)	(2,053)	(223)	(10,403)
Delete Expo Op Worker	.46	(9,758)	(2,465)	(268)	(12,491)
Add Expo Worker I	.69	13,170	3,327	358	16,855
Add Expo Worker II	.23	<u>4,715</u>	<u>1,191</u>	<u>133</u>	<u>6,039</u>
		0	0	0	0

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

None.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES

EFFECT ON _____ FUND CONTINGENCY _____

BUDGET AMENDMENT NO. DES #15

Date Proposed _____
Date Approved _____

1. PROPOSED BY Gretchen Kafoury

DEPARTMENT DES DIVISION Comm. Dev. FUND 156 BUDGET PAGES D-34

2. DESCRIPTION OF AMENDMENT

Moves \$248,200 of general fund supplement from Environmental Services, Community Development Division to Human Services Federal State Fund.

* Funds for Burnside Clean-Up Center, Emergency Services and Case Management.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Moves \$248,200 of general funds from Environmental Services to Human Services in the Federal State Fund.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	030	6045	7601	(248,000)	Cash Transfer to Fed/St
156	010	0130	7601	248,200	
156	030	6045	6060	(248,200)	Pass-through (DES)
156	010	0130	6110	248,200	Professional Svcs (DHS)

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Larry Nicholas

DEPARTMENT DES DIVISION Transport FUND Road BUDGET PAGES D-69

2. DESCRIPTION OF AMENDMENT

Changes three position titles, as approved by Personnel, to better reflect the duties and responsibilities within the division. Balance of salary adjustment moved to Temporary.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Civil Eng. Asst.	1.00	33,846	8,550	3,382	45,778
Eng. Tech/Asst.	2.00	53,369	13,481	8,272	75,122
Eng. Tech/Principal	(1.00)	(36,269)	(9,162)	(3,140)	(48,571)
Admin. Spec. 1	(2.00)	(54,309)	(13,718)	(8,298)	(76,325)
		(3,363)	(849)	216	(3,996)

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

None

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
150	030	6410	5100	(54,309)	Deletes 2 Ad Spec. 1's
150	030	6410	5500	(13,718)	Fringe
150	030	6410	5550	(8,298)	Insurance
150	030	6101	5100	50,946	Delete Eng Tech/Princ Create 2 Eng Tech/Asst and 1 Civil Eng Asst
150	030	6101	5500	12,869	Fringe
150	030	6101	5550	8,514	Insurance
150	030	6101	5200	3,996	Temporary
				0	

EFFECT ON _____ FUND CONTINGENCY _____

BUDGET AMENDMENT NO. DES #17

Date Proposed _____
Date Approved _____

1. PROPOSED BY Larry Nicholas

DEPARTMENT DES DIVISION Transport FUND Bridge BUDGET PAGES D-75

2. DESCRIPTION OF AMENDMENT

Transfers funds from capital to motor pool for purchase and operation of three vehicles for new positions added to the 88-89 budget.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
161	030	6701	8400	3,000	Radios
161	030	6066	8300	(38,000)	Reduce project match
161	030	6701	7300	35,000	Motor Pool

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Charles Ciecko

DEPARTMENT DES DIVISION Park Svcs FUND 100-030 BUDGET PAGES D-27-33

2. DESCRIPTION OF AMENDMENT

Funding of a 1/2 Planner for the purpose of implementing the Blue Lake Park Master Plan and associated projects. The funds are from the Parks Development budget. This position is of limited duration.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Planner	.5	15,430	3,898	1,432	20,760

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	5266	5100	15,430	Permanent
100	030	5266	5500	3,898	Fringe Benefits
100	030	5266	5550	1,432	Insurance
100	030	5266	8300	(20,760)	Other Improvements

EFFECT ON _____ FUND CONTINGENCY _____

BUDGET AMENDMENT NO. DES #19

Date Proposed _____
Date Approved _____

1. PROPOSED BY Lorna Stickel/Bob Hall

DEPARTMENT DES DIVISION Planning FUND 100 BUDGET PAGES D-19-23

2. DESCRIPTION OF AMENDMENT

A capital carryover for computer equipment from the existing 1987-88 Budget (\$2,605) and June modifications (\$12,000).

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	5025	8400	14,605	PC Computer System

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Charles Ciecko

DEPARTMENT DES DIVISION Parks FUND General BUDGET PAGES D-27, D-33

2. DESCRIPTION OF AMENDMENT

Carryover of various Parks funds for contracts and capital equipment that have been committed but not expended in 87-88:

Parks and Cemeteries

Professional Services

Completion of Vance Pit Master Plan	\$15,000
Interim maintenance agreement with Gresham regarding Vance Park	<u>10,000</u>

\$25,000

Capital Outlay

Slicer-Seeder	\$ 2,995
Projector	665
21" Mowers (2)	713
Carpet Cleaner	<u>179</u>

\$ 4,552

Blue Lake

Professional Services

Lake House Management	\$ 2,957
Coordination "Music by Blue Lake" Performances	4,100
June 1988 Advertising	<u>3,700</u>

\$10,757

3. PERSONNEL CHANGES

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

This amendment will increase the General Fund Beginning Work Capital by \$40,309.

DES 20

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	5240	6110	25,000	Parks Professional Srvs
100	030	5240	8400	4,552	Capital Equipment
100	030	5260	6110	10,757	Blue Lake Prof Srvs
				<u>40,309</u>	
100	040	7410	*0500	40,309	Beginning Working Cptl

EFFECT ON _____ FUND CONTINGENCY _____

1000M/7

1. PROPOSED BY Charles Ciecko

DEPARTMENT DES DIVISION Parks FUND 100-030-5266 BUDGET PAGES D-27 - D-33

2. DESCRIPTION OF AMENDMENT

Increases available resources for 88-89 due to carryover of unexpended portion of 5030 87-88 Budget; projected excess revenues; and unexpended portion of 87-88 Parks Development Appropriation. Revises Budget request for 88-89.

3. PERSONNEL CHANGES

	JOB TITLE	FTE	BASE	FRINGE	TOTAL
N.A.					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

See attached

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	5266	6110	83,409	Professional Services
100	030	5266	6120	1,400	Printing
100	030	5266	8200	212,256	Buildings
100	030	5266	8300	359,897	Other Improvements
100	030	5266	8400	9,215	Equipment
100	030	5266	*0520	666,177	BWC

EFFECT ON _____ FUND CONTINGENCY _____

BUDGET AMENDMENT NO. DES #22

Date Proposed _____
Date Approved _____

1. PROPOSED BY Charles Ciecko

DEPARTMENT DES DIVISION Parks FUND Rec Fac BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Recreational Facilities Fund Budget included \$33,408 for supplemental maintenance at Glendoveer Golf Course. The agreement regarding the transfer of these funds is incomplete, and it is unlikely that it will be complete by June 30. Consequently, these funds should be carried over.

3. PERSONNEL CHANGES

	JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Beginning Working Capital.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
152	030	5085	6060	33,408	Supplemental Maint.
152	030	5085	*0500	33,408	Beginning Working Cap.

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Charles Ciecko

DEPARTMENT DES DIVISION Parks FUND Rec Fac BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Recreational Facilities Fund Budget included \$33,408 for supplemental maintenance at Glendoveer Golf Course. The agreement regarding the transfer of these funds is incomplete, and it is unlikely that it will be complete by June 30. Consequently, these funds should be carried over.

3. PERSONNEL CHANGES

	JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Beginning Working Capital.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
152	030	5085	6060	33,408	Supplemental Maint.
152	030	5085	*0500	33,408	Beginning Working Cap.

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Jane Burda

DEPARTMENT DES DIVISION Comm Dev. FUND 156 BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Carryover of unspent obligated general funds appropriated in Community Development Division in 87-88.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases beginning working capital

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
156	030	6045	6060	125,000	Expenditure
156	030	6045	*7601	125,000	Revenue
100	040	7410	*0500	125,000	Beginning Working Cap.
100	030	5100	7610	125,000	Cash Trans. To Fed/St

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Tom Guiney

DEPARTMENT DES DIVISION Fleet Svcs FUND Fleet BUDGET PAGES D-60

2. DESCRIPTION OF AMENDMENT

Carryover of funds for equipment that will not be delivered by 6/30/88:

(2) Cargo Vans	\$20,563
(11) One Ton Cab & Chassis	137,393
(3) Truck Bodies	11,345
Mainstem	15,000
Computer Terminal	2,085

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
None				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases the Fleet Fund beginning working capital.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
401	030	5059	8400	\$186,386	Equipment
401	030	5059	*0500	186,386	Beginning Working Cap.

* Revenue Source

EFFECT ON FUND CONTINGENCY

1. PROPOSED BY Tom Guiney

DEPARTMENT DES DIVISION Electronics FUND General BUDGET PAGES D-67

2. DESCRIPTION OF AMENDMENT

Carries over \$310 for electronic test equipment that will not be received by June 30, 1988.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
None				

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases Beginning Working Capital.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	5035	8400	310	Equipment
100	040	7410	*0500	310	Beginning Working Cap.

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Larry Nicholas

DEPARTMENT DES DIVISION Transport FUND Road BUDGET PAGES D-69

2. DESCRIPTION OF AMENDMENT

Carries over funds for projects not completed and equipment not received by June 30, 1988; funds are already committed.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Road Fund beginning working capital by \$474,511.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
150	030	6410	6190	434,975	Paving overlay contract
150	030	6410	8300	26,004	Well replacement
150	030	6136	8300	65,000	Sidewalk contract
150	030	6410	8400	1,518	Flatbed truck body
150	030	6510	8400	3,500	Gasoline pavement breaker
150	030	6101	8400	3,514	Chairs
150	030	6140	8300	(60,000)	Marine Drive Bikepath
				<u>474,511</u>	

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Larry Nicholas

DEPARTMENT DES DIVISION Transport. FUND Bridges BUDGET PAGES D-74

2. DESCRIPTION OF AMENDMENT

Carryover funds for construction and professional service projects which are currently under contract but not completed as of 6/30/88.

3. PERSONNEL CHANGES

	JOB TITLE	FTE	BASE	FRINGE	TOTAL
N/A					

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increase Bridge beginning working capital by \$593,100.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
161	030	6611	8300	138,600	Bridge Shop Addition
161	030	6701	6110	74,500	Professional services contracts in progress
161	030	6753	8300	40,000	Broadway Bridge mechanical & electric
161	030	6743	8300	248,000	Burnside Bridge structural rehab
					Hawthorne Br east approach
161	030	6742	8300	80,000	timber substructure
161	030	6731	8300	11,000	Morrison Bridge gear replacement
161	030	6705	8300	1,000	Misc emergency repairs as required
				<u>593,100</u>	

EFFECT ON 0 FUND CONTINGENCY Bridge

1. PROPOSED BY F. Wayne George

DEPARTMENT DES DIVISION Fac. Mgmt. FUND General BUDGET PAGES _____

2. DESCRIPTION OF AMENDMENT

Carry over \$378.00 pay for two steno chairs to be delivered from Oregon Corrections Industries in mid August.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases working capital fund \$378.00.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	030	7860	6230	378	Supplies
100	040	7410	*0500	378	Beginning Working Cap

* Revenue Source

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY F. Wayne George

DEPARTMENT DES DIVISION Fac. Mgmt FUND General BUDGET PAGES D-50

2. DESCRIPTION OF AMENDMENT

This amendment carries over various capital improvement projects (see attached).

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases beginning working capital by \$941,678.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
See Attached List					
100	030	9080	8200	941,678	Buildings
100	040	7410	*0500	941,678	Beginning Working Cap

* Revenue Source

EFFECT ON _____ FUND CONTINGENCY _____

1987-88 FISCAL YEAR C.I.P. CARRYOVER REQUEST

PROJECTS UNENCUMBERED IN DESIGN PHASE

#9876 D.E. Long Courtroom Remodel \$214,238
 #9936 Portland Bldg. Remodel \$86,979
 #9846 Courthouse Exterior Doors \$4,550
 #9847 Courthouse Rooms 302-412 \$31,500
 #9877 D.E. Long HVAC \$20,650
 #9861 Gill HVAC \$10,864
 #9906 Gresham Neighborhood Cntr HVAC \$20,600
 #9824 Countywide Signs \$5,000
 #9827 Countywide Design \$23,000
TOTAL \$417,381

PROJECTS WITH CONTRACTS AWARDED AND/
OR CONSTRUCTION IN PROGRESS

#9841 Expo Link Bldg. \$10,000
 #9850 Courthouse Elevators \$123,055
 #9917 Elections Alarm \$12,500
 #9960 Ford 1st Flr HVAC \$6,480
 #9821 Countywide Asbestos \$151,325
 #9764 J.C. 4th Flr HVAC \$128,787
 #9853 J.C. Intake Remodel \$76,500
 #9861 Gill HVAC \$12,650
 #9871 River Patrol Septic Tank \$3,000
TOTAL \$524,297

1. PROPOSED BY Penny Malmquist

DEPARTMENT DES DIVISION Emerg. Mgmt. FUND Fed/State BUDGET PAGES D - 99-100

2. DESCRIPTION OF AMENDMENT

Carryover of \$18,650 in capital in Emergency Management for the following equipment not purchased this fiscal year.

Encapsulated suits (hazardous waste)	\$8,000
5 voice pagers	\$1,750
Personal computer	\$5,000
2 programmable mobile radios	\$3,900

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases beginning working capital by \$18,650.

FUND	AGENCY	ORGANIZATION	REVENUE* OBJECT	INCREASE (DECREASE)	NOTES
156	030	9216	8400	18,650	Increases capital appropriation F.S. Fund
100	045	7410	0500*	18,650	Increases BWC in General Fund
100	030	5100	7601	18,650	Increases transfer to F/S Fund
156	030	9216	7601*	18,650	Increases Revenue in F/S Fund

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Jim Munz

DEPARTMENT DGS DIVISION ISD FUND DP BUDGET PAGES E-68,E-78,G-75

2. DESCRIPTION OF AMENDMENT

Carries over professional services' money in DP Fund for S.O.T.A.R.S (Sheriff's Office Timekeeping and Reporting System).

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
301	040	7940	6110	32,875	SOTARS Prof. Svcs.
301	040	7940	0500	32,875	DP Fund BWC

EFFECT ON Data Proc. FUND CONTINGENCY - 0 -

1. PROPOSED BY Linda Alexander

DEPARTMENT DGS DIVISION Dir. Office FUND 100 BUDGET PAGES E-15-16, E-41-45

2. DESCRIPTION OF AMENDMENT

Transfers staff and Materials and Services for Health and Benefits Program from Labor Relations to Employee Services.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
Admin. Spec. 2	1.0	32,780	8,280 Dir. 4,604 Ind.	45,664
Management Analyst	1.0	24,409	6,166 Dir. 3,122 Ind.	33,697

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

None

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	040	7221	5100	(79,361)	
100	040	7510	5100	79,361	
100	040	7221	5550	(14,446)	
100	040	7510	5500	14,446	
100	040	7221	5550	(7,726)	
100	040	7510	5550	7,726	
100	040	7221	6110	(18,000)	
100	040	7510	6110	18,000	
100	040	7221	6330	(350)	

EFFECT ON General FUND CONTINGENCY - 0 -

1. PROPOSED BY Lloyd C. Williams

DEPARTMENT DGS DIVISION Emp. Svcs. FUND Gen/Ins BUDGET PAGES E-15,E-12,G-79

2. DESCRIPTION OF AMENDMENT

Upgrade Admin. Specialist 2 to Program Management Specialist in Labor Relations.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
Admin Spec. 2	1.00	(32,780)	(12,884)	(45,664)
Program Mgmt. Spec.	1.00	33,492	13,087	46,579

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	040	7221	5100	712	
100	040	7221	5500	179	
100	040	7221	5550	24	
400	040	7234	7500	915	Increase Serv. Reimb.
400	040	9120	7700	(915)	Reduce Ins. Fund Cont.

EFFECT ON Insurance FUND CONTINGENCY (915)

1. PROPOSED BY Kathy Busse

DEPARTMENT DGS DIVISION Admin Svcs FUND 100 BUDGET PAGES E 32-38

2. DESCRIPTION OF AMENDMENT

Reclassifies an Administrative Specialist 1 position (vacant) as part of a reorganization of the MBE/WBE program. New position will be responsible for Senior Buyer functions and quality control.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
(Admin Spec. 1)	(1.0)	(29,706)	(7,504)	(4,264)	(41,474)
Admin Spec. 2	1.0	29,706	7,504	4,264	41,474

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

None.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES

EFFECT ON General FUND CONTINGENCY - 0 -

1. PROPOSED BY Linda Alexander

DEPARTMENT DGS DIVISION Emp. Svcs. FUND General BUDGET PAGES G-11, E-5-10, 41-52

2. DESCRIPTION OF AMENDMENT

Moves three positions to Employee Services, Risk Management; two from the Director's Office, one from County Counsel. Two which were budgeted in the Insurance Fund are transferred to the General Fund with a corresponding internal service reimbursement from the Insurance Fund. Reclasses two of the positions to more correctly reflect their duties. No dollar impact.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	INS	TOTAL
Reclasses:					
Financial Technician	(1)	(23,344)	(7,841)		(31,185)
Admin. Technician	1	23,344	7,841		31,185
Program Manager I	(1)	(36,185)	(12,868)		(49,053)
Program Manager Spec.	1	36,185	12,868		49,053
Move:					
Management Analyst	1	27,332	10,310		37,642

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Service reimbursement from Insurance Fund to General Fund increased to cover costs associated with two Risk Management positions.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
400	040	7201	5100	(63,517)	
400	040	7201	5500	(16,044)	
400	040	7201	5550	(7,134)	
100	040	7510	5100	63,517	
100	040	7510	5500	16,044	
100	040	7510	5550	7,134	
400	040	7201	7500	86,695	
100	040	7040	6618	86,695	

EFFECT ON General FUND CONTINGENCY - 0 -

BUDGET AMENDMENT NO. DGS #23

Date Proposed _____

Date Approved _____

1. PROPOSED BY Laurence Kressel, County Counsel

DEPARTMENT DGS DIVISION Co. Counsel FUND 100 BUDGET PAGES E - 51

2. DESCRIPTION OF AMENDMENT

Carryover for Burt V. Blumenauer litigation fees!

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	040	7560	6110	25,000	
100	045	7410	0500	25,000	Increase BWC

EFFECT ON General FUND CONTINGENCY 0

1. PROPOSED BY Linda Alexander

DEPARTMENT DGS DIVISION A & T FUND 100 BUDGET PAGES F-56 - 58

2. DESCRIPTION OF AMENDMENT

Carries over \$100,000 in unspent capital to be used for development of the data processing system for A & T.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

N/A

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	050	9060	6110	100,000	
100	045	7410	0500	100,000	Increases BWC

EFFECT ON General FUND CONTINGENCY 0

1. PROPOSED BY Anne Kelly Feeney

DEPARTMENT NOND DIVISION Auditor FUND 100 BUDGET PAGES F - 31

2. DESCRIPTION OF AMENDMENT

Amend FY 1988-89 budget request for Deputy Auditor salary and benefits. Deputy Auditor position has been accepted by top candidate in personnel search.

Current budget amounts for Deputy, requested in FY 1988-89 budget:

Base salary = \$37,239; Fringe = \$13,174; Total = \$50,413

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL
Deputy Auditor	1	40,925	14,239	55,164

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	050	9020	5100	+ 3,686	
100	050	9020	5500	+ 930	
100	050	9020	5550	+ 134	
	050				
100	045	9120	7700	(4,750)	

EFFECT ON General FUND CONTINGENCY (4,750)

1. PROPOSED BY Budget Office

DEPARTMENT NOND DIVISION Board of CC FUND 100 BUDGET PAGES F - 21

2. DESCRIPTION OF AMENDMENT

Splits budget for Commission District #3 into two parts.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	050	9250	5100	(27,958)	
100	050	9250	5500	(7,062)	
100	050	9250	5550	(2,612)	
100	050	9250	6110	(27,225)	
100	050	9250	6120	(10,000)	
100	050	9250	6180	(545)	
100	050	9250	6200	(1,500)	
100	050	9250	6230	(681)	

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Dave Boyer

DEPARTMENT NOND DIVISION Cap Res Fd FUND Cap Res BUDGET PAGES F-61, G-66

2. DESCRIPTION OF AMENDMENT

Increases appropriations and revenues in The Capital Reserve Fund to cover Certificate of Participation issues for the Gill Building and additional revenue. It also increase appropriation for construction to be done in 1988-89 on the new jail.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Adds \$9,968,500 in Certificate of Participation revenue.

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
225	050	9180	6110	4,000	Equipment
225	050	9180	8400	421,705	
225	050	9180	0500	425,705	Revenue
225	050	9192	6110	1,280,000	Jail
225	050	9192	8200	4,190,000	
225	050	9192	7710	5,470,000	Revenue

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Jim Munz

DEPARTMENT NOND DIVISION Spec Approp FUND 100 BUDGET PAGES F - 59

2. DESCRIPTION OF AMENDMENT

Carryover of Nondepartmental Special Appropriations funds to be used for projects identified in County's Long Range Plan for applications development.

3. PERSONNEL CHANGES

JOB TITLE	FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

FUND	AGENCY	ORGANIZATION	OBJECT	INCREASE (DECREASE)	NOTES
100	050	9487	5110	6,648	
100	050	9487	5500	1,858	
100	050	9487	6110	300	
100	050	9487	6110	49,250	
100	050	9487	6110	152,500	
100	050	9487	6130	180	
100	050	9487	6270	259	
100	050	9487	6330	1,200	

EFFECT ON _____ FUND CONTINGENCY _____

1. PROPOSED BY Budget Office
 DEPARTMENT NOND DIVISION Co. Supple. FUND Library Levy BUDGET PAGES F - 47, F - 53
G - 50, 51

2. DESCRIPTION OF AMENDMENT

Carries over \$95,000 of unappropriated FY 87-88 revenue in the Library Levy Fund.

3. PERSONNEL CHANGES

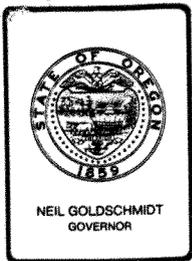
JOB TITLE	N/A FTE	BASE	FRINGE	TOTAL

4. REVENUE IMPACT (Explain revenues being changed and the reason for the change.)

Increases Beginning Working Capital in the Library Levy Fund by \$95,000.

FUND	AGENCY	ORGANIZATION	REVENUE* OBJECT	INCREASE (DECREASE)	NOTES
162	050	9360	0500*	95,000	BWC increases
100	050	9360	6050	95,000	
162	050	9360	7601	95,000	Cash Transfer to Gnr1 Fund from Library
100	050	9360	7610*	95,000	Cash Transfer from Library Fund to Gn Fund

EFFECT ON _____ FUND CONTINGENCY _____



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

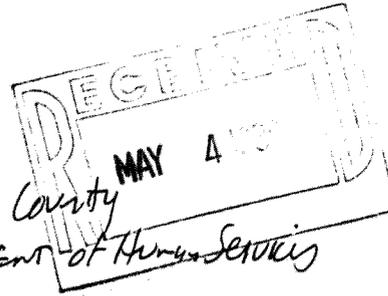
207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

MARZOCCO
Wx
Exxon 81,000
S.Well
Admin 4,050
\$ 85,050

May 2, 1988

Michael Jans, Director
Community Action Agency
of Portland
812 SW Washington, #300
Portland, OR 97205

MULTNOMAH COUNTY
DEPARTMENT OF HUMAN SERVICES



Dear Michael:

Attached is the contract for the Oregon Department of Energy Low Income Weatherization Special Projects.

This project should be completed prior to March 31, 1989.

All measures completed at Estates, Minerva, Emerson and Avenue Apartments must fall under the DOE guidelines.

If you have any questions, please feel free to contact me.

Sincerely,

Ernie Oakes

Ernie Oakes
Energy Programs Manager

Enclosures

wx8mb001.ltr

SCS CODE _____	ODOE SPECIAL PROJECT	Amount \$ <u>81,000</u>
SCS CODE _____	STRIPPER WELL	Amount \$ <u>4,050</u>
SCS CODE _____		Amount \$ <u>85,050</u>

PROJECT TITLE: ODOE/STRIPPER WELL SPECIAL PROJECT Low Income
Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS
 BETWEEN

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
 (hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
ODOE SPECIAL PROJECT:	81,000	May 1, 1988	March 31, 1989
STRIPPER WELL	4,050	May 1, 1988	March 31, 1989

1. Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1989 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 89 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/EXXON/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/EXXON/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/EXXON/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/EXXON/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Single Audit Act of 1984, the office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter. If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/EXXON/LIEAP Weatherization payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;

- e. Certification of a Community Action Agency (CAP) in your area;
- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/EXXON /LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DOE/EXXON/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay total grant amount upon signing of this agreement.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employees under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the grantee that sufficient funds are available to finance this agreement as indicated.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

(hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Multnomah County, Oregon:

By _____ Date
Community Services Program

By _____ Date
Department of Human Services Director

By _____ Date
Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____ Date
Deputy County Counsel

Special Exxon Low Income Weatherization Project

Proposal Status Summary

Proposal # 10

Agency/Individual Requesting: David Mazzocco

Contact Person: David Mazzocco Phone: 224-1058

Address: 2401 S.W. 4th Avenue
Portland, OR 97201

Date of ODOE contact: 5/8/87

	Oak Plaza Apts	-- HUD subsidized low income housing	- Albany	20 units
Project:	<u>Estates Plaza Apts</u>	-- HUD subsidized low income housing	- Portland	9 units
	<u>Minerva Plaza Apts</u>	-- " " " " "	- Portland	15 units
	<u>Emerson Plaza Apts</u>	-- " " " " "	- Portland	16 units
	<u>Avenue Plaza Apts</u>	-- " " " " "	- Portland	22 units

Weatherization Work:

<u>Property</u>	<u>Measure</u>	<u>Recommended by ODOE?/Reason</u>	<u>Estimated Cost</u>
<u>Oak Plaza Apts</u>	<u>Storm windows, insulation, caulking</u>	<u>No/Already done</u>	<u>\$ 12,500</u>
<u>Estates Plaza</u>	<u>" " "</u>	<u>Yes</u>	<u>13,500</u>
<u>Minerva Plaza</u>	<u>" " "</u>	<u>Yes</u>	<u>19,500</u>
<u>Emerson Plaza</u>	<u>" " "</u>	<u>Yes</u>	<u>21,500</u>
<u>Avenue Plaza</u>	<u>" " "</u>	<u>Yes</u>	<u>26,500</u>

Total Amount of Exxon Funds Requested: \$ 93,500

Total Amount of Exxon Funds Tentatively Allocated by ODOE for CAP completion of the above Recommended Measures: \$ 81,000

DRB:drb
1736S
6/4/87

10



DAVID E. MAZZOCCO
GENERAL CONTRACTOR

April 2, 1986

To : Lynn Frank, Director
Oregon Department of Energy
102 Labor & Industries Building
Salem, Oregon 97310

From: Estates Plaza Apts
David E Mazzocco
2401 S. W. 4th Avenue
Portland, Oregon 97201
(503) 224-1058

Subject: Requesting funds from Exxon
money for Low Income Housing
Weatherization

The Estates Plaza Apts are low-income, Section 8,
subsidized housing located in Portland, Oregon. There are 9 units

We would like to complete the work this year.

We feel the work could be done for about \$13,500.00

If we could not get the Exxon money, we would try for any
other type of aid.

We know that if the Weatherization is completed, there
would be a savings for the tenants in reduced utilities and the
end result would be lower monthly rent.

The rents and the utility charges to the tenants are
regulated by Housing & Urban Development, and a savings would
bring lower rents.

If there is any additional information that is needed, please let
me know and I would be happy to comply

Sincerely,

David E Mazzocco



DAVID E. MAZZOCCO
GENERAL CONTRACTOR

April 2, 1986

To : Lynn Frank, Director
Oregon Department of Energy
102 Labor & Industries Building
Salem, Oregon 97310

From: Minerva Plaza Apts
David E Mazzocco
2401 S. W. 4th Avenue
Portland, Oregon 97201
(503) 224-1058

Subject: Requesting funds from Exxon
money for Low Income Housing
Weatherization

The Minerva Plaza Apts are low-income, Section 8, subsidized housing located in Portland, Oregon. There are 15 units in the project.

We would like to complete the work this year.

We feel the work could be done for about \$19,500.00

If we could not get the Exxon money, we would try for any other type of aid.

We know that if the Weatherization is completed, there would be a savings for the tenants in reduced utilities and the end result would be lower monthly rent.

The rents and the utility charges to the tenants are regulated by Housing & Urban Development, and a savings would bring lower rents.

If there is any additional information that is needed, please let me know and I would be happy to comply

Sincerely,



David E Mazzocco


DAVID E. MAZZOCCO
GENERAL CONTRACTOR

April 2, 1986

To : Lynn Frank, Director
Oregon Department of Energy
102 Labor & Industries Building
Salem, Oregon 97310

From: Emerson Plaza Apts
David E Mazocco
2401 S. W. 4th Avenue
Portland, Oregon 97201
(503) 224-1058

Subject: Requesting funds from Exxon
money for Low Income Housing
Weatherization

The Emerson Plaza Apts are low-income, Section 8, subsidized housing located in Portland, Oregon. There are 16 units in the project.

We would like to complete the work this year.

We feel the work could be done for about \$21,500.00

If we could not get the Exxon money, we would try for any other type of aid.

We know that if the Weatherization is completed, there would be a savings for the tenants in reduced utilities and the end result would be lower monthly rent.

The rents and the utility charges to the tenants are regulated by Housing & Urban Development, and a savings would bring lower rents.

If there is any additional information that is needed, please let me know and I would be happy to comply

Sincerely,


David E Mazocco



DAVID E. MAZZOCCO
GENERAL CONTRACTOR

April 2, 1986

To : Lynn Frank, Director
Oregon Department of Energy
102 Labor & Industries Building
Salem, Oregon 97310

From: Avenue Plaza Apts
David E Mazzocco
2401 S. W. 4th Avenue
Portland, Oregon 97201
(503) 224-1058

Subject: Requesting funds from Exxon
money for Low Income Housing
Weatherization

The Avenue Plaza Apts are low-income, Section 8, subsidized housing located in Portland, Oregon. There are 22 units in the project.

We would like to complete the work this year.

We feel the work could be done for about \$26,500.00

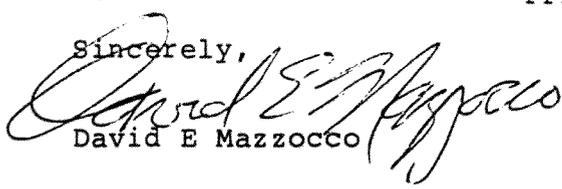
If we could not get the Exxon money, we would try for any other type of aid.

We know that if the Weatherization is completed, there would be a savings for the tenants in reduced utilities and the end result would be lower monthly rent.

The rents and the utility charges to the tenants are regulated by Housing & Urban Development, and a savings would bring lower rents.

If there is any additional information that is needed, please let me know and I would be happy to comply

Sincerely,


David E Mazzocco

DM
DAVID E. MAZZOCCO
GENERAL CONTRACTOR

10

RECEIVED
APR 2 1986
DEPARTMENT OF ENERGY

April 2, 1986

To : Lynn Frank, Director
Oregon Department of Energy
102 Labor & Industries Building
Salem, Oregon 97310

From: Oak Plaza Apts
David E Mazzocco
2401 S. W. 4th Avenue
Portland, Oregon 97201
(503) 224-1058

NOTE:
Oak Plaza
Apts were
already done.

Subject: Requesting funds from Exxon
money for Low Income Housing
Weatherization

The Oak Plaza Apts are low-income, Section 8, subsidized housing located in Albany, Oregon. There are 20 units

We would like to complete the work this year.

We could do the job with \$12,500.00.

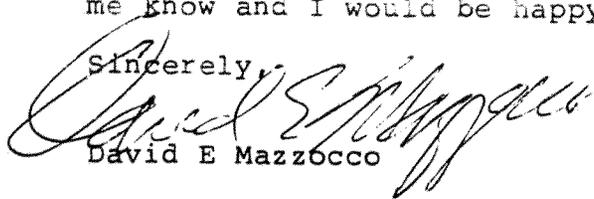
If we could not get the Exxon money, we would try for any other type of aid.

We know that if the Weatherization is completed, there would be a savings for the tenants in reduced utilities and the end result would be lower monthly rent.

The rents and the utility charges to the tenants are regulated by Housing & Urban Development, and a savings would bring lower rents.

If there is any additional information that is needed, please let me know and I would be happy to comply

Sincerely,



David E Mazzocco



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
Revenue
Grant Funding
Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement

Amendment # to Contract #
(Original Contract Amount)

Amendment # to Contract #
(Original Contract Amount)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Oregon Department of Energy and Federal Stripper Well funds to weatherize various apartment buildings in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

RFP/BID # Date of RFP/BID Date of Exemption

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Mailing Address Dpt. of Human Resources
207 Public Service Bldg.
Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a
Effective Date July 1, 1988
Termination Date March 1, 1989
Total Amount of Agreement \$ 85,050

Payment Terms
Lump Sum \$
Monthly \$
Other \$
Requirements contract-requisition required
Purchase Order No.

Required Signatures:

Department Head Date
Purchasing Director Date
County Counsel Date
Budget Office Date
County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION, VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND.



MULTNOMAH COUNTY OREGON

CHRWK & BCC COPIES

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone 248-3782 Date 6/22/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for Federal Petroleum Violation Escrow funds for a summer youth employment program to weatherize homes in east county. Responsibility for managing these funds has been assigned to the DHS Director's Office as a result of the MCAA spin-off.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State Community Services

Mailing Address 207 Public Service Bldg.

Salem, OR 97310

Phone 1-1378-4792

Employer ID# or SS# N/A

Effective Date July 1, 1988

Termination Date September 30, 1988

Total Amount of Agreement \$ 60,244

Payment Terms

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ _____

Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

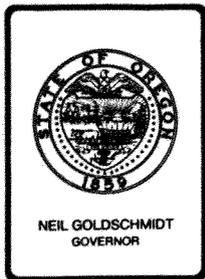
Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					P.V.E. to be assigned ²⁰⁷⁷	\$60,244	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 20, 1988

Bill Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear Mr. Thomas:

Enclosed are four copies of the Summer Youth Employment Program (SYEP) Contract.

Please sign and return all copies to this office as soon as possible.

If you have any questions, please call me at 378-4729.

Sincerely,

Kelly Sedore
Kelly Sedore
Financial Management Team

cc: Grant File

Enclosure

064

SCS CODE <u>647-9-20-16-64-43</u>	Petroleum Violation Escrow (PVE)	Amount <u>\$60,244.00</u>
SCS CODE _____	DOE	Amount \$ _____
SCS CODE _____	LIEAP	Amount \$ _____
	LIEAP Administrative funds:	
		Amount \$ _____

PROJECT TITLE: DOE/PVE/LIEAP Low Income Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
 Department of Human Resources
 (hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
 (hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
U.S. DOE:			
PVE	\$60,244.00	JUNE 1, 1988	SEPT. 30, 1988
LIEAP			
LIEAP Administrative Funds			

- Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1989 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 89 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/PVE/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/PVE/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/PVE/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/PVE/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Single Audit Act of 1984, the office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter. If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/PVE payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;
- e. Certification of a Community Action Agency (CAP) in your

area;

- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/PVE /LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DOE/PVE/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay 17% of the DOE/PVE grant amount and 25% of the LIEAP grant amount upon the signing of this agreement. Thereafter, Subgrantee shall receive a monthly reimbursement from Grantee after filing timely and accurate reports pursuant to Section 3 hereof. LIEAP Administrative Funds shall be paid according to the terms set out in the Addendum attached hereto.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employees under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the grantee that sufficient funds are available to finance this agreement as indicated.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

(hereinafter: called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Multnomah County, Oregon:

By _____
Community Services Program Date

By _____
Department of Human Services Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

Notes in margin indicate new or amended language as of 6/29/88
 Revised
 R-28

MULTNOMAH COUNTY
 DEPARTMENT OF HUMAN SERVICES
 DIRECTOR'S OFFICE
 SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1988 TO: JUNE 30, 1989

CONTRACTOR NAME: COMMUNITY ACTION AGENCY OF PORTLAND TELEPHONE: 295-6790
 (OR ITS SUCCESSOR)

CONTRACTOR ADDRESS: 812 S.W. WASHINGTON, SUITE 300 I.R.S. NUMBER: 93-0821946
PORTLAND, OREGON 97205

PART I: SERVICES UNDER REIMBURSEMENT

Subject to the General Conditions, Special Conditions and exhibits attached hereto and by reference made part of this agreement, CONTRACTOR agrees to provide identified services within the service element(s) listed below. Based upon approved work plans and budgets, COUNTY agrees to reimburse CONTRACTOR for eligible expenditures of CONTRACTOR and subcontractors in providing the services specified in this contract, up to the maximum amounts specified below.

ADMINISTRATION AND OPERATIONS FUNDS

<u>SERVICE ELEMENT</u>	<u>FUNDING SOURCE</u>	<u>MAX. ANNUAL TOTAL PAYABLE</u>
ADMINISTRATION	COMMUNITY SERVICES (CSBG) FFY's 88 & 89	\$ 27,240
	LOW INCOME ENERGY ASSIST. (LIEAP) FFY 89	\$ 17,500
	U.S. DEPART. OF ENERGY (USDOE) FFY 87/88	\$ 36,025
	LIEAP WEATHERIZATION (WX) FFY 88	\$ 4,730
	COUNTY GENERAL FUNDS	\$ 77,380
	SUBTOTAL ADMINISTRATION	\$ 162,875 ¹

¹(anticipates \$25,390 administrative recovery from State refugee REEP and TAP programs; total approved budget = \$ 188,265)

COMMUNITY SERVICES	CSBG - STATE SCS (one time only)	\$ 15,000
PROGRAM OPERATIONS	COUNTY GENERAL FUNDS	\$ 92,620
	SUBTOTAL COMMUNITY SERVICES OPERATIONS	\$ 107,620 ²

²(anticipates \$50,493 from City of Portland BCD and \$36,000 from United Way of Columbia-Willamette; total approved budget = \$ 194,113)

WEATHERIZATION PROGRAM OPERATIONS	USDOE/EXXON FFY 87/88	\$ 99,800
	USDOE/EXXON FFY 88/89	\$ 41,348
	LIEAP WX FFY's 88 & 89	\$ 67,144
	PETROL. VIOLATION ESCROW (STRIPPER WELL)	\$ 2,500
	OFF. DEPT. OF ENERGY (ODOE) HAP PROJECT	\$ 78,250
	ODOE APARTMENT PROJECT	\$ 17,200
	SUBTOTAL WEATHERIZATION OPERATIONS	\$ 306,242 ³

³(anticipates \$37,000 from City of Portland Energy Office Block-by-Block program; total approved budget = \$338,242)

TOTAL ADMINISTRATION AND OPERATIONS \$ 576,737⁴

⁴(anticipates \$143,883 from other funding sources; total approved budget for administration and operations = \$ 720,620)

A

SUBCONTRACT FUNDS

<u>SERVICE ELEMENT</u>	<u>FUNDING SOURCE</u>	<u>MAX. ANNUAL TOTAL PAYABLE</u>
EMERGENCY/COMMUNITY SERVICES City service area	CSBG FFY's 88 & 89	\$ 360,562 ¹
EMERGENCY/COMMUNITY SERVICES East Co. service area (all pass through)	CSBG FFY's 87 & 88	\$ 198,000 ¹
	COUNTY GENERAL FUNDS FY 88-89	\$ 152,446 ²
TOTAL EMERGENCY/COMMUNITY SERVICES SUBCONTRACTS		\$ 766,678^{1,2}
ENERGY ASSISTANCE City service area	LIEAP FFY's 88 & 89 (expenditures after 12/01/88)	\$ 167,711 ¹
ENERGY ASSISTANCE East Co. service area (all pass through - after 12/01/88)	LIEAP FFY 's 88 & 89	\$ 131,571 ¹
TOTAL ENERGY ASSISTANCE SERVICES SUBCONTRACTS		\$ 299,282¹
HOMELESS ASSISTANCE Countywide (all pass through)	STATE HOMELESS ASST.(SHAP) FY 88-89	\$ 551,000 ¹
	EMERGENCY SHELTER GRANT (ESGP) FFY 88	\$ 8,500
	EMERGENCY CSBG (ECSBG) FFY 87 & 88	\$ 55,000 ¹
	COUNTY GENERAL FUNDS FY 88-89	\$ 52,200
	SUBTOTAL COUNTYWIDE SERVICES	\$ 666,700¹
HOMELESS ASSISTANCE East co. service area (all pass through)	ESGP FFY 87	\$ 4,904
TOTAL HOMELESS ASSISTANCE SERVICES SUBCONTRACTS		\$ 671,604¹
LINKAGE SERVICES Countywide (all pass through)	COUNTY GENERAL FUNDS FY 88-89	\$ 196,500
TOTAL LINKAGE SERVICES SUBCONTRACTS		\$ 196,500
WEATHERIZATION SERVICES City service area	USDOE/EXXON FFY 87/88	\$ 470,500 ¹
	USDOE/EXXON FFY 88/89	\$ 179,717
	LIEAP WX FFY's 88 & 89	\$ 170,000 ¹
	STRIPPER WELL YOUTH PROJECT FY 88	\$ 97,500
	ODOE HAP PROJECT FY 88-89	\$ 225,000
	ODOE APARTMENT PROJECT FY 88-89	\$ 63,800
	SUBTOTAL CITY SERVICE AREA	\$ 1,206,517¹
WEATHERIZATION SERVICES East Co. service area (all pass through to March 31, 1989)	USDOE/EXXON FFY 87/88	\$ 57,816 ¹
	USDOE/EXXON FFY 88/89	\$ 127,333 ¹
	LIEAP WX FFY's 88 & 89	\$ 141,569 ¹
	STRIPPER WELL YOUTH PROJECT FFY 88	\$ 60,244
	ODOE HAP PROJECT FY 88-89	\$ 97,325
	ODOE APARTMENT PROJECT FY 88-89	\$ 26,824
	SUBTOTAL EAST CO. SERVICE AREA	\$ 511,111¹
TOTAL WEATHERIZATION SERVICES SUBCONTRACTS		\$ 1,717,628¹
TOTAL ALL SUBCONTRACT SERVICES		\$ 3,596,022^{1,2}
TOTAL ADMINISTRATION, OPERATIONS AND SUBCONTRACT SERVICES		\$ 4,172,759^{1,2}

Add →

¹Carry over balance for CAAP assigned contracts and MCCA expenditures estimated; to be adjusted upon receipt of Financial Statements for period ending 6/30/1988.

²Payment through direct contract between COUNTY and Human Solutions Inc.; HSI expenditure reporting to and accounting by CONTRACTOR under this contract.

PART II: GENERAL CONDITIONS

WHEREAS, CONTRACTOR, a private not-for-profit corporation under ORS Chapter 61 and IRS 501 (c)(3), has consented pursuant to the terms of this contract, and with the approval of State of Oregon Community Services, to assign its community action agency designation and all rights and responsibilities thereunder to the governing board of Multnomah County; and

WHEREAS, in consideration of receiving this voluntary assignment of community action agency governing board designation for a specified service area within Multnomah County, COUNTY has agreed to enter into this renewable sole source contract with CONTRACTOR subject to the terms set forth herein; and

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation as the designated community action agency for the incorporated and unincorporated areas of Multnomah County, pursuant to ORS 184.802; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, the goal of this contract is to insure accountability of CONTRACTOR and the delivery system for emergency basic needs and community action services to COUNTY, to other funders, to providers and to clients; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified emergency basic needs and community action services as stated below:

I. Service Objectives and Evaluation. Within the service area boundaries of incorporated and unincorporated Multnomah County, CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, client and fiscal records by authorized agents of COUNTY, Oregon State Community Services, and Federal Government. CONTRACTOR agrees to maintain program, client, and fiscal records consistent with Oregon Administrative Rules and applicable regulations, and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR shall be bound by all applicable provisions of the current State Community Services Intergovernmental Agreements between COUNTY and State Community Services for provision of emergency basic needs and community action services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

*

IV. Cooperative Planning Requirements. CONTRACTOR recognizes that planning with COUNTY and other state and local agencies is essential to the success of a coordinated service delivery system. Subject to the Special Conditions contained in this contract, CONTRACTOR agrees to attend and participate in meetings and planning efforts instigated by COUNTY, to provide all data which may be required by COUNTY, and to adjust its programs as necessary to achieve compliance with COUNTY and state programmatic goals. -Add

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the COUNTY'S emergency basic needs and community action program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as the governing authority and/or as a funding source for emergency basic needs and community action services in flyers, brochures, and other publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Department of Human Services Director (hereafter referred to as "Director.") as COUNTY'S administrative authority for services provided under this contract.

VII. Discrimination, Prohibitions and Special Federal and State Requirements. CONTRACTOR assures and certifies with respect to funds made available through this contract that:

A. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR will comply with the following: all provisions of Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973 (29 USC S 701 et seq.) as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance."; and the Age Discrimination Act of 1975 (42 USC S 6101 et seq.) which prohibits discrimination on the basis of age. CONTRACTOR further acknowledges that no person or group of persons shall, on the grounds of age, race, color, national origin, primary language, sex, religion, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. CONTRACTOR will immediately take any measures necessary to effectuate this agreement.

B. CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity. CONTRACTOR 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.

C. CONTRACTOR will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (F.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

D. CONTRACTOR will comply with the provisions of the Hatch Act which limits the political activity of employees. CONTRACTOR further acknowledges that no government funds made available through this contract shall be used for political activities.

E. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded through this contract.

F. CONTRACTOR will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.

G. CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

H. CONTRACTOR shall insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of a project under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

I. CONTRACTOR will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purpose for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

J. CONTRACTOR will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

K. CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

L. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

VIII. Liability.

A. CONTRACTOR is solely responsible for the conduct of its programs. CONTRACTOR, its employees, and agents shall not be deemed employees or agents of COUNTY or State Community Services. Except for claims arising in whole or in part from the negligence of COUNTY, its employees, or its agents, CONTRACTOR agrees to hold and save harmless and defend COUNTY and State Community Services, their officers and employees against all suits, actions or claims of any character arising out of the acts or omissions of CONTRACTOR or its officers, agents, and employees in carrying out the terms of this contract.

B. CONTRACTOR shall obtain, and at all times keep in effect, a Standard Comprehensive Liability Insurance Policy. At its own expense, CONTRACTOR shall maintain coverage for not less than \$100,000 for personal injury to each person, \$300,000 for each occurrence and \$300,000 for each occurrence involving property damages including consequential damages; or a single limit policy of not less than \$300,000 covering all claims per occurrence. Coverage shall include but not be limited to defamation of character, libel, slander, false imprisonment, and other similar causes of action. The limit expressed above shall not limit indemnities under the preceding paragraph. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this agreement and is incorporated herein as part of this agreement. While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon 30 days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

C. Failure to maintain liability insurance as provided in this agreement may, at COUNTY's option, be cause for immediate termination of this contract.

D. In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts set forth in either ORS 30.270 or in the amounts listed above, whichever is greater.

E. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

F. In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three days after termination.

G. All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR.

H. Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or termination of the contract.

IX. Fidelity Bond. CONTRACTOR shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds.

X. Workers' Compensation.

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this agreement and is incorporated herein as part of this agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Subcontracts.

A. CONTRACTOR shall not enter into any subcontract without prior written approval of the Director.

B. CONTRACTOR shall have a written contract with each subcontract agency. CONTRACTOR agrees to furnish a copy of each subcontract to the Director upon request.

C. All subcontracts must be executed prior to the first day of service, unless prior written approval has been granted by the Director.

D. At a minimum all subcontract agreements must specify:

1. That subcontractor shall comply with all applicable provisions of this Agreement between COUNTY and CONTRACTOR and provide all assurances required by Section VII of these General Conditions; and

2. That subcontractor shall comply with all applicable federal, state, county and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations; and

3. That subcontractor agrees that it is an independent contractor and not an agent of COUNTY or CONTRACTOR. The subcontractor shall indemnify and save harmless COUNTY and CONTRACTOR, their officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the subcontractor, their own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect or misconduct of the subcontractor.

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4. That subcontractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of the subcontractor. Such liability insurance, whatever the form, shall not be less than the following:

a. \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;

b. \$100,000 to any claimant for all other claims arising out of a single accident or occurrence;

c. \$300,000 for any number of claims arising out of a single accident or occurrence.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, the subcontractor shall immediately notify CONTRACTOR and COUNTY orally and in writing within three (3) days.

5. That subcontractor shall obtain, and maintain at all times during the terms of the subcontract, workers' compensation insurance covering injuries to employees while carrying out employee duties under the subcontract as required by state statute, rules and regulations.

6. That, except for subcontracts paid on a fee-for-service basis, subcontractor shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds.

> Add

7. That certificates of insurance showing coverage as required shall be attached to all subcontracts at the time of execution.

XII. Litigation.

A. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR, the prevailing party to litigation shall be entitled to reasonable attorney's fees.

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

XIII. Monitoring.

A. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Community Services and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

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B. COUNTY is responsible for monitoring fiscal performance of CONTRACTOR under this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. Recovery of funds will be made as prescribed in this contract in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

C. CONTRACTOR agrees to abide by procedures contained in Multnomah County Department of Human Services Subcontractors' Financial Procedures. CONTRACTOR will be subject to a county financial contract compliance review.

D. CONTRACTOR is responsible for monitoring services provided by subcontractors under this contract to ensure that all services conform to State Community Services and COUNTY standards and other performance requirements specified in this contract. CONTRACTOR is further responsible for monitoring the fiscal performance of subcontractors under this contract.

XIV. Audits.

A. CONTRACTOR agrees to permit, and except for subcontracts paid on a fee-for-service basis shall require subcontractors to permit, authorized representatives of COUNTY, State Community Services, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS), or Department of Energy (USDOE), to make such review of the records of CONTRACTOR and subcontractors that these entities may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit, and shall require subcontractors to permit, authorized representatives of COUNTY and State Community Services to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR shall provide and, except for subcontracts paid on a fee-for-service basis, will require subcontractors to provide to COUNTY an annual audit of all receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by CONTRACTOR or its subcontractors. All audits required pursuant to this section must be prepared by an independent and qualified external auditor at the end of the fiscal year, upon termination of this agreement, or upon termination of a subcontract agreement. Add

C. All fiscal records and audits required hereunder must be prepared consistent, as applicable to CONTRACTOR and subcontractors, with the following:

1. Standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities and Functions" (1981) by the Comptroller General of the United States.

2. The Single Audit Act of 1984 (P.L. 98-502) as applicable.

3. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time

4. Office of Management and Budget (OMB):

a. Circulars A-87, A-95, and A-102 Attachments A-0 and A-128 if CONTRACTOR is a governmental entity;

b. Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

5. Oregon Administrative Rules (OAR);

6. Department of Human Services Subcontractors' Financial Procedures.

D. The auditor must state in the audit report that the audit meets the cited standards and include a management letter.

E. CONTRACTOR shall establish and maintain, and shall be responsible for insuring that subcontractors establish and maintain, systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

F. Audits must be submitted to COUNTY within 150 days after the end of the fiscal year, termination of this agreement, or termination of a subcontract agreement. Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

G. All audit work papers pertaining to the annual audit shall be open for examination by any and all federal, state and county auditors and/or representatives.

H. CONTRACTOR shall be responsible for the monitoring and audit requirements of its subcontractors.

XV. Program Reporting and Payment Requirements.

A. CONTRACTOR agrees to prepare and furnish such plans, work plans, data, descriptive information and reports as may be requested by COUNTY and/or as needed to comply with state or federal requirements. CONTRACTOR agrees to, and does hereby grant COUNTY and State Community Services the right to reproduce, use, and disclose all or any part of the plans, reports, data, and technical information furnished to COUNTY.

B. Unless otherwise specified in this contract, funds for CONTRACTOR and subcontractors will be paid in one-month allotments of 1/12th of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;

2. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified.

C. CONTRACTOR agrees to submit required monthly fiscal reports for CONTRACTOR and subcontractors as specified in the DHS Subcontractors' Financial Procedures. If expenditure reporting by CONTRACTOR or a subcontractor is required, all expenditures for each service element under this contract must be reported, not just those paid for from contract funds. Contract payments are contingent upon receipt of these required reports.

All final budget and expenditure reports must be received within thirty (30) days after the end of the contract period. Expenses not reported within this specified time period will be the sole responsibility of CONTRACTOR.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principles, Oregon Administrative Rules, and applicable federal requirements as specified below. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. CONTRACTOR agrees that fee-for-service billing to COUNTY will be supported by dated, signed documentation for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this agreement. If, however, any audit questions remain unresolved at the end of this three year period, all records must be retained until final resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. As applicable and as required by COUNTY, CONTRACTOR agrees to prepare and furnish enrollment, service, and termination information on Client Tracking System (CTS) forms for all clients when the services element is funded wholly or in part by COUNTY. CTS data shall be submitted by the 30th of the month following service, or in another manner as prescribed by COUNTY. Forms shall be completed in accordance with standards established by COUNTY.

E. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;
2. Office of Management and Budget (OMB):
 - a. Circulars A-87, A-95, and A-102 Attachments A-0 and A-128 if CONTRACTOR is a governmental entity;
 - b. Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.
3. Oregon Administrative Rules (OAR);
4. Department of Human Services Subcontractors' Financial Procedures.

X

There shall be up-to-date accounting records for each emergency basic needs and community action service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to requirements of OAR and DHS Procedures.

CONTRACTOR will maintain minimal accounting records and written financial policies and procedures as required by OAR and DHS Procedures.

F. CONTRACTOR will submit an annual budget no later than July 1, 1988, as well as quarterly year-to-date actual-to-budget comparisons within forty five (45) days after the end of each quarter. All budget reports will be submitted with the minimum format and content specified in the DHS Procedures.

G. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XVI. Recovery of Funds.

A. Expenditures of CONTRACTOR and/or subcontractors may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Any refunds to the federal and state governments resulting from federal or state audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within fifteen (15) working days of receipt of formal notice of disallowance of contract expenditures.

Revised B. In cases of suspected fraud by employees or subcontractors, CONTRACTOR shall cooperate with all appropriate federal, state or COUNTY investigative agencies, and shall be solely responsible for fraudulent expenditures. CONTRACTOR will also assist in recovering invalid payments made by its employees or subcontractors. > Add

C. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or State Community Services. COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVII. Budget Transfers. CONTRACTOR may not transfer Department of Human Services contract funds from one service element to another or between program areas without prior written approval of COUNTY.

XVIII. Property Management. All property purchased with contract and/or start-up funds is the property of COUNTY and/or State Community Services. CONTRACTOR shall meet the following procedural requirements for all such property:

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

B. The record shall indicate whether the item of property was new or used at the time of acquisition. The aggregate of the individual costs shown on the record cards shall equal the balance of the subsidiary cost account for nonexpendable property.

C. All certificates of title or other evidences of ownership obtained for items purchased with contract and/or start-up funds shall show COUNTY and/or State Community Services as the owner of such items.

D. All nonexpendable property obtained with contract and/or start-up funds shall have COUNTY identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

E. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

F. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of the property shall be investigated and fully documented.

G. Adequate maintenance procedures shall be implemented to keep the property in good condition.

H. A current report of property purchased with Department of Human Services contract funds within the last five years shall be submitted to COUNTY annually at the close of COUNTY's fiscal year (June 30).

I. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Community Services any unexpended and unobligated funds, and all unexpended and/or nonexpendable personal property purchased with COUNTY funds as directed by COUNTY and/or the State. This general provision shall apply to all agreements unless superseded below.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third party rebates and reimbursements up to and including the contracted billing amount and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for emergency basic needs and community action services meeting the standards of COUNTY and State Community Services.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to CONTRACTOR. Such withholding of payment for cause, may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the State of Oregon Community Services' satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of CONTRACTOR.

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XXI. Record Maintenance and Confidentiality.

A. CONTRACTOR and/or subcontractors shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis. The record shall contain client identification; problem assessment; treatment, training, care and/or service plan, as applicable; medical information when appropriate; progress notes including termination summary and an assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years.

B. CONTRACTOR agrees that all client records shall be kept confidential in accordance with ORS 192.495 through 192.530, 45 CFR 205.50 and 42 CFR Part 2, and any OAR promulgated by State of Oregon Community Services pertaining to client records.

XXII. Assignment. This contract shall not be assigned by CONTRACTOR.

XXIII. Modification.

A. In the event that COUNTY's contract obligation is modified by federal or state initiated change, COUNTY may modify this contract through written notification of changes sent to CONTRACTOR by mail. Such modification shall be effective immediately or otherwise on a date specified by COUNTY in the modification. CONTRACTOR shall acknowledge receipt of modification through written notification sent to COUNTY within fifteen (15) working days of receipt of COUNTY's modification letter. Such modifications shall be attached as contract amendments.

B. Any proposed modifications to this contract which are COUNTY or CONTRACTOR initiated and which are mutually agreed upon shall be reduced to writing by COUNTY, signed by both parties and attached as contract amendments.

> Rewrite

XXIV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, 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 contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

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

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

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide services under the contract.

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

3. If the Agreements between COUNTY and State Community Services for provision of emergency basic needs and community action services are terminated by the State for any reason.

4. Upon notice of improper or illegal use of funds provided under this agreement.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreements between COUNTY and State Community Services for provision of emergency basic needs and community action services. CONTRACTOR agrees that if COUNTY's obligations to State Community Services are terminated in whole or in part, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination after COUNTY is notified or has knowledge of such termination.

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

XXV. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

PART III: SPECIAL CONDITIONS

The following Special Conditions are in addition to and not in lieu of any provisions contained in the General Conditions of this contract. In the event of a conflict between General and Special Conditions, these provisions shall prevail.

I. Definitions.

A. "COUNTY" means the County of Multnomah, by and through the Multnomah County Department of Human Services (DHS) acting as contracting agent.

B. "CONTRACTOR" means the Community Action Agency of Portland (CAAP) or its successor.

C. "Governing board" means the Multnomah County Board of Commissioners (BCC), which is the duly elected governing board of COUNTY, acting as the governing board of the countywide community action agency (CAA) pursuant to ORS 184.802 and this contract.

D. "CONTRACTOR board" means the incorporated board of directors of CONTRACTOR, which is appointed in accordance with CONTRACTOR's adopted bylaws to govern CONTRACTOR, and which is legally and fiscally responsible for operations of the private not-for-profit agency that contracts with COUNTY.

E. "Administering board" means the expanded and reconfigured CAAP Board, which is appointed in accordance with provisions contained in Section III (C) of these Special Conditions to advise the CAA governing board, acting as the administering board for the CAA pursuant to ORS 184.802 and this contract.

F. "Director" means the Director of the Department of Human Services or his or her designee, acting as COUNTY's administrative authority for the CAA.

G. "Client" means a person served by or utilizing the services of a not-for-profit or proprietary subcontractor under this contract.

H. "Direct services" means helping an individual client to meet a basic need, to improve his/her quality of life or to achieve self-sufficiency through direct provision of a resource, opportunity or service, which may include performance of any or all of the following program activities by a subcontractor: information and referral; intake; client eligibility determination; client assessment; case planning; individual client advocacy; provision of cash, vouchers, or in-kind benefits and services; counseling; follow-up; and reassessment.

Direct services do not include: conducting an energy audit of a dwelling unit; direct client contact by CONTRACTOR for the purposes of monitoring and evaluating service delivery or contract compliance; and client contact which is not part of CONTRACTOR's on-going program that results in directing a client to an appropriate subcontractor or other agency in response to the contact.

I. "Clearinghouse" means a central agency which has authority to approve or deny provision of a resource, opportunity or service to a client of another social service agency which performs intake, eligibility determination, case planning and other direct service activities, and which uses the clearinghouse to authorize provision of specific resources, opportunities or services.



J. "Funders Advisory Committee" means the body established by Multnomah County Resolution 88-25 and Ordinance No. _____, and City of Portland Resolution No. 34415, to advise local funders on the coordination of funding decisions for emergency basic needs and community action services.

K. "Delegate Agency Advisory Group" means the association which represents social service agencies that have subcontracts with CONTRACTOR for the provision of emergency basic needs and community action services.

L. "Consultation" means an informal or formal request for comment, opinion or response.

M. "Prior consultation" means a formal request for comment, opinion or response prior to a decision or action, where the intent is that the comment, opinion or response will influence the decision, action or outcome.

N. "Involvement" means an opportunity for formal participation in a deliberative process through a committee, task force, hearing or meeting.

O. "Notification" means formal notice of a decision or action.

P. "Prior notification" means formal notice prior to a decision becoming final or an action being executed.

Q. "Subcontract" means a written agreement for providing direct services to clients, or for performing clearinghouse functions, which is entered into between CONTRACTOR and a social service agency or vendor using funds made available in whole or in part through, and pursuant to the terms of, this contract. Subcontracts may be entered into on either a reimbursement basis for a specified line item budget or on fee-for-service basis for specified rates. For the purposes of this contract, except as noted, "subcontract" does not refer to agreements entered into by CONTRACTOR using funds made available wholly from funding sources which are not part of this contract.

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R. "Subcontractor" means a no.-for-profit or proprietary agency, including private vendors, with which CONTRACTOR enters into a subcontract pursuant to this contract.

II. Governance and Administration of the Community Action Agency (CAA).

A. CONTRACTOR agrees to assign all rights and responsibilities to the Board of Multnomah County Commissioners pertaining to its current designation as governing board of the community action agency for a specified service area within the boundaries of the City of Portland, as defined under Title 42, Chapter 106, Section 9902 of the Federal Code and under ORS 184.802.

B. As a consequence, all revenue contracts between State of Oregon Community Services and CONTRACTOR shall be assigned, transferred to or renewed in favor of COUNTY as of the effective date of this contract. Such revenue contracts shall encompass all Community Service Block Grant (CSBG), Emergency CSBG, Emergency Shelter Grant Program, Low Income Energy Assistance Program (LIEAP), LIEAP Weatherization, U.S. and Oregon Departments of Energy Weatherization, Exxon Weatherization, Stripper Well Weatherization, State Homeless Assistance Program, and all related funds allocated by State Community Services for emergency basic needs and community action services in the incorporated and unincorporated areas of Multnomah County. Other revenue contracts of CONTRACTOR unrelated to these funds will remain unchanged.

C. By the terms of Multnomah County Resolution 88-25, the Board of County Commissioners (BCC) has agreed to accept the governing board designation assigned to it by CONTRACTOR for CONTRACTOR'S former service area. Subject to approval by State of Oregon Community Services, the BCC shall expand its current designation to become the governing board of a newly created countywide community action agency, and the final authority for community action services within the incorporated and unincorporated boundaries of Multnomah County.

D. The overall mission of the countywide community action agency (CAA) created as a result of these actions shall be to counteract the causes and effects of poverty in Multnomah County:

1. by increasing the availability of resources and opportunities for low income citizens to meet their basic needs, to improve their quality of life and to achieve self sufficiency; and

2. by promoting a more equitable distribution of resources and access to opportunities.

E. Pursuant to ORS 184.802, the Director's Office of the Department of Human Services shall be COUNTY's administrative authority for the CAA, with the Department acting as the contracting agent for Multnomah County. As such, CONTRACTOR shall be directly responsible to the Director's Office for administration, operation and subcontracting of CAA programs, with day-to-day administration vested in CONTRACTOR through this contract.

F. For the purposes of this agreement CONTRACTOR board shall perform two functions related to administration of the CAA:

1. as the incorporated board of directors of CONTRACTOR, the membership of which is appointed in accordance with CONTRACTOR's adopted by-laws to govern CONTRACTOR, and which is legally and fiscally responsible for operations of the private not-for-profit agency that contracts with COUNTY; and.

2. as the designated administering board for the CAA, which is appointed in accordance with provisions contained in Section III (C) of these Special Conditions to advise the CAA governing board, pursuant to ORS 184.802 and this contract.

III. Administering Board for the Community Action Agency (CAA).

A. Pursuant to its function as the administering board for the CAA, CONTRACTOR board agrees to the following provisions regarding the size and composition of the administering board:

1. The administering board shall consist of 33 members, who shall reflect the socio-economic, cultural, racial and geographic diversity of Multnomah County; and

2. Not less than one-third of the administering board members shall represent mid and east county; and

3. The composition of the administering board shall comply with the requirements of ORS 184.802 and applicable federal laws and regulations; and

4. One-third of the administering board members shall be elected officials currently serving or their designees, who represent a balance of municipal, County and State elected officials; and

5. One-third of the administering board members shall be members of business, industry, labor, religious, welfare, education or other major groups and interests in the community; and

6. One-third of the administering board members shall be representatives of the poor in the CAA's service area. Low income board members shall be of low income status at the time of selection, as defined by 125% of the federal poverty level; and

7. Every effort shall be made to insure that the Executive Committee of the administering board shall reflect the same representation as the overall board; and

8. CONTRACTOR shall amend its by-laws and articles of incorporation in accordance with the above provisions.

B. Before the end of the contract year, COUNTY and CONTRACTOR shall review both the size and composition of the administering board.

C. Pursuant to its function as the administering board for the CAA, CONTRACTOR board agrees to the following provisions regarding appointment of members to the administering board:

1. In accordance with Multnomah County Home Rule Charter, the County Chair shall appoint administering board members who are elected public officials, with the approval of the BCC; and

2. In accordance with Multnomah County Home Rule Charter, the County Chair shall appoint administering board members who represent business, industry, labor, religious, welfare, education or other major groups and interests in the community, with the approval of the BCC; and

3. The County Chair will consider recommendations from the administering board in making the above appointments; and

4. Appointments of low income administering board members shall be made by the administering board through democratic selection procedures adequate to assure that they are representatives of the poor as well as the cultural, racial and geographic diversity of the CAA's service area; and

5. A nominating committee of the administering board shall solicit nominations for low income board positions from agencies serving and groups representing the various low income constituencies of the service area, and through the local press and news media; and

6. The administering board will consider recommendations from the County Chair in making the above appointments.

D. Current board members of CONTRACTOR board shall be offered the opportunity to be appointed to the CAA administering board, in accordance with the above provisions, for the duration of their terms on CONTRACTOR board.

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E. Pursuant to its function as the administering board for the CAA, CONTRACTOR board agrees to the following provisions regarding responsibilities and powers of the administering board:

1. The administering board shall be directly responsible to the BCC as the governing board of the CAA, pursuant to ORS 184.802; and

2. The administering board shall review and approve all program policy related to emergency basic needs and community action services, subject to the final authority of the governing board pursuant to paragraph (4) of this section; and

Add

3. Program policy related to emergency basic needs and community action services which is approved by the administering board shall be consistent with the overall mission of the CAA as stated in Section II (D) of these Special Conditions, and shall be consistent with adopted policies of the BCC and established guidelines of COUNTY; and

4. The BCC retains final authority for all policy decisions. In the event of a policy dispute between the administering board and COUNTY or the governing board, the Chair of the administering board, or the executive director of CONTRACTOR with the approval of the administering board, shall have the right to a hearing before the governing board at a regularly scheduled meeting of the BCC. The decision of the governing board shall be final; and

Re-organize

5. COUNTY shall make every effort to inform CONTRACTOR of potential policy decisions related to emergency basic needs and community action services at least one month but in any event, except as noted below, no less than one week in advance of the formal BCC meeting at which such potential decisions are scheduled for the BCC's regular agenda. In the event that such decisions are placed on the BCC's agenda through unanimous consent less than one week in advance of the formal meeting, COUNTY shall make every effort to notify CONTRACTOR prior to the meeting regarding the potential decision; and

Add

6. In adopting policy for emergency basic needs and community action services, the governing board will consult with and consider recommendations from the administering board; and

7. The administering board shall select, appoint and dismiss the executive director of CONTRACTOR, with prior consultation of the DHS Director on hiring and firing. In addition, the County Chair shall appoint one out of five members to the hiring committee of the administering board; and

8. The administering board shall approve all contracts, grant applications and budgets of CONTRACTOR which relate to emergency basic needs and community action services, with prior consultation of COUNTY; and

9. The administering board shall monitor and evaluate the effectiveness and financial conditions of CAA programs; and

10. The administering board shall insure the effectiveness of community involvement in the CAA planning process by providing for the participation of subcontractors, other agencies, low income persons and other citizens in that process.

F. The administering board shall assume all other duties delegated to it by the BCC as the governing board of the CAA, provided such duties are funded.

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IV. Delegate Agency Advisory Group.

A. CONTRACTOR shall amend its by-laws in order to formally recognize the Delegate Agency Advisory Group (DAAG) as a body that is advisory to CONTRACTOR.

B. Subcontracts of CONTRACTOR shall guarantee that any social service agency which has a subcontract with CONTRACTOR to provide emergency basic needs and/or community action services shall have a right to be a member of the DAAG. As a subcontract requirement, CONTRACTOR may stipulate agency participation in the DAAG for identified subcontractors.

C. The executive director of CONTRACTOR and the Chair of the administering board shall meet monthly with the DAAG.

D. Written reports from the DAAG shall be forwarded by CONTRACTOR to the administering board and the DHS Director.

Add

E. CONTRACTOR shall provide staffing support to the DAAG. The scope of this work shall be determined by CONTRACTOR in consultation with the DAAG by no later than September 30, 1988.

V. Functions of CONTRACTOR.

A. CONTRACTOR shall be charged with carrying out four major functions as the central administrative entity for the emergency basic needs and community action services system in Multnomah County:

1. Planning and evaluation, which includes strategic planning, service system design and resource planning; and

2. Resource management, which includes contract development, program monitoring and fiscal monitoring; and

3. Service coordination, which includes service development, service system management and services integration; and

4. Advocacy, which includes public education, resource mobilization and issue advocacy.

These functions are described in detail in Exhibit C.

B. CONTRACTOR shall amend its by-laws regarding the primary functions of CONTRACTOR in accordance with the above provisions.

C. Administrative functions centralized in CONTRACTOR shall be carried out in consultation with the FAC, with the DAAG, with other providers and with clients.

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D. CONTRACTOR shall have no direct service functions for emergency basic needs and community action services. Direct services to individual clients shall be provided through subcontracts with social service providers, unless specific written approval has been granted by COUNTY to CONTRACTOR due to extenuating circumstances.

E. CONTRACTOR shall have no clearinghouse functions for emergency basic needs and community action services. Operation of clearinghouses shall be subcontracted to social service providers, unless specific written approval has been granted by COUNTY to CONTRACTOR due to extenuating circumstances.

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F. All work performed by CONTRACTOR and subcontractors under this contract shall be in conformance with approved work plans and approved budgets.

G. Any specific objectives, expectations, reporting requirements and evaluation criteria for functions performed by CONTRACTOR under this FY 88-89 contract, which are in addition to those objectives, performance expectations, reports and criteria detailed below, shall be developed by COUNTY and CONTRACTOR in consultation with the FAC and the DAAG beginning with the effective date of this contract, and shall be finalized by no later than December 31, 1988.

H. CONTRACTOR shall cooperate in any evaluations of CONTRACTOR, subcontractors and the emergency basic needs and community action services system which are conducted by COUNTY solely or in cooperation with other funders, either directly or through independent consultants.

VI. Performance Expectations for CAA Planning and Evaluation Functions.

A. The overall performance of CONTRACTOR in carrying out planning and evaluation functions under this contract shall be evaluated on how well CONTRACTOR accomplishes the following objectives:

1. promotes informed policy development; and
2. provides centralized needs assessment and planning; and
3. provides a capacity for effective evaluation; and
4. provides timely, complete and accurate plans and documents.

B. CONTRACTOR shall provide staff support, in cooperation with City of Portland and COUNTY staff, to the Service Delivery Team which was appointed by the Emergency Basic Needs Committee (EBNC) in April 1988, in order to develop recommendations for the Funders Advisory Committee (FAC) by November, 1988 on implementation of EBNC's service delivery model.

ADD

ANNUAL COMMUNITY ACTION AGENCY PLAN

C. CONTRACTOR shall develop a Proposed FY 89-90 CAA Plan for emergency basic needs and community action services in consultation with the FAC and the DAAG, incorporating recommendations of the Service Delivery Team which are adopted by the FAC. . The Proposed Plan shall be approved by the CAA administering board and submitted to COUNTY no later than January 15, 1989.

D. At a minimum the Proposed FY 89-90 CAA Plan shall provide a rationale for CONTRACTOR's proposed FY 88-89 revenue and expenditure budget and shall address the following elements:

1. an assessment of needs for the provision of emergency basic needs and community action services in the various geographic areas throughout Multnomah County, and for the various special needs populations, including but not limited to needs for general emergency/community services, employment/income assistance services, energy/utility assistance services, food assistance services, homeless/housing assistance services, linkage services, transportation assistance services, and weatherization services; and

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2. an analysis of the capacity of the service delivery system to address identified needs in the various geographic areas throughout Multnomah County, and of the various special needs populations; and

3. a listing of program policy decisions made by the administering board since the effective date of this contract; and

4. recommendations to the governing board for changes in adopted policies and programs and/or for new policies and programs; and

5. recommendations to the governing board for FY 89-90 goals, objectives, organization, service elements, and funding levels for the service delivery system. These recommendations shall address all subcontract funds passed through from this and other revenue contracts held by CONTRACTOR for emergency basic needs and community action services. In addition, these recommendations shall address funds for emergency basic needs and community action services which are not currently channeled through CONTRACTOR, with copies of such recommendations provided to the advisory bodies and agencies responsible for such funds; and

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6. a recommended allocation plan and rationale, addressing issues of balance and equity, for distribution of FY 89-90 resources for emergency basic needs and community action services to the various geographic areas throughout Multnomah County, and for the various special needs populations; and

7. recommendations to the governing board for FY 89-90 goals, objectives, organization, service elements and funding levels for administration and operations of CONTRACTOR; and

8. a recommended FY 89-90 revenue and expenditure budget for the CONTRACTOR's administrative, operating and subcontract functions, in a format specified by COUNTY.

E. Prior to a presentation by the administering board to the BCC on the Proposed Plan, CONTRACTOR shall have held no less than one public meeting in each of the four County districts. The public and all subcontractors shall be notified of these public meetings at least 14 days in advance and have access to a copy of the Proposed Plan.

F. CONTRACTOR shall participate in hearings of the BCC which shall be held prior to April 1, 1989, regarding approval by the BCC of the Proposed Plan. Following BCC approval, CONTRACTOR shall participate in budget hearings of the BCC and in decision processes of other local funders regarding funding of the Approved Plan.

G. CONTRACTOR shall prepare an Adopted FY 89-90 CAA Plan following approval of the County Budget by the BCC and budget decisions of other local funders. The Adopted Plan shall be approved by the CAA administering board and submitted by CONTRACTOR to COUNTY no later than June 1, 1989.

H. The Adopted FY 89-90 CAA Plan shall contain all elements listed in (C) above in full, and include an approved FY 89-90 budget, CONTRACTOR's work plan for achieving adopted goals and objectives, and proposed performance indicators. The Adopted CAA Plan shall be the basis for the FY 89-90 contract between COUNTY and CONTRACTOR, and for CONTRACTOR's final budget in the contract.

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ANNUAL CAA FINAL PERFORMANCE REPORT

I. CONTRACTOR shall prepare an FY 88-89 CAA Final Performance Report for emergency basic needs and community action services which addresses how accountability of the CONTRACTOR and the delivery system was provided to COUNTY, to other funders, to providers and to clients. This Final Report shall be approved by the administering board and be submitted by CONTRACTOR to COUNTY no later than September 30, 1989. The Final Report shall contain the following elements:

- 1. end-of-year narrative and statistical summaries of performance by CONTRACTOR, incorporating the evaluation criteria established in this contract in the areas of planning and evaluation, resource management, service coordination and advocacy; and
- 2. end-of-year narrative and statistical summaries of performance by all subcontractors under this contract, incorporating evaluation criteria established in this contract and CONTRACTOR's subcontracts for various service elements; and
- 3. formal evaluations of the performance of subcontractors; and.
- 4. a cumulative listing of program policy decisions made by the administering board during the contract year; and
- 5. recommendations to the governing board for changes in adopted policies and programs and/or for new policies and programs.

J. The Final Report shall be presented by the administering board to the BCC following submission to COUNTY. Information in the Report may be used by the BCC to amend the Adopted FY 89-90 CAA Plan, and shall be used by CONTRACTOR in developing the Proposed FY 90-91 CAA Plan.

VII. Performance Expectations for CAA Resource Management Functions.

A. The overall performance of CONTRACTOR in carrying out resource management functions under this contract shall be evaluated on how well CONTRACTOR accomplishes the following objectives:

- 1. provides a single conduit for public resources; and
- 2. promotes ease in tracking and in monitoring of funds; and
- 3. insures the efficient use of administrative, operating and subcontracted funds under this contract; and
- 4. provides timely, complete and accurate reporting.

PROGRAM AND EXPENDITURE REPORTS

B. Unless otherwise required by the special conditions contained in this contract or by a funding source, CONTRACTOR shall provide monthly program and expenditure reports to COUNTY by the 30th of the month following for all administrative, operating and subcontract funds under this contract. The first monthly report for July 1988 shall be submitted by August 30, 1988. Monthly reports for CONTRACTOR and identified subcontractors, including any reports for a Client Tracking System, shall be submitted on forms specified by COUNTY, to be developed in consultation with CONTRACTOR and the DAAC.

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C. Unless otherwise required by special conditions contained in this contract or by a funding source, CONTRACTOR shall provide quarterly reports to COUNTY within 45 days from the close of each quarter for all administrative, operating and subcontract funds under this contract. Quarterly reports shall compare program performance to annual performance expectations and actual expenditures to annual budget, and shall detail progress toward meeting contract objectives. The first quarterly report for the July to September quarter shall be submitted by November 14, 1988. Quarterly reports for CONTRACTOR and identified subcontractors shall be submitted on forms specified by COUNTY, to be developed in consultation with CONTRACTOR and the DAAG. Add

CONTRACT MONITORING

D. CONTRACTOR shall develop an individual program monitoring plan and a monitoring schedule for each subcontractor under this contract, beginning with the effective date of this contract. The plan and schedule shall be completed by no later than September 30, 1988. The monitoring plan shall involve performance of on-site monitoring visits for each subcontractor no less than one time in FY 88-89, or more frequently if required by a funding source, or as determined by CONTRACTOR in reviewing the program or fiscal performance of the subcontractor.

E. CONTRACTOR shall make and document reasonable efforts to coordinate monitoring schedules and to perform joint monitoring visits with City, County voluntary and private funding sources which have not channeled FY 88-89 funds for emergency basic needs and community action services through CONTRACTOR, and which have subcontractors in common with CONTRACTOR. These efforts shall include but not be limited to such funds as may be directly contracted by the Multnomah County Departments of Environmental Services, Human Services and Justice Services.

F. At least one on-site monitoring visit shall include a standard monitoring survey and contract compliance review, a fiscal review if deemed appropriate by CONTRACTOR, client case reviews, line staff surveys, client interviews and an exit interview. Monitoring shall include the provision of technical assistance to subcontractors to facilitate contract compliance. Program and fiscal monitoring procedures and site review forms shall be developed in consultation with COUNTY, other funders and the DAAG beginning with the effective date of this contract. Procedures and forms shall be completed by no later than September 30, 1988.

G. CONTRACTOR shall complete site review reports for each site visit, including but not limited to findings and suggested corrective action plans. CONTRACTOR shall develop procedures for the preparation and approval of corrective action plans in consultation with COUNTY, other funders and the DAAG, beginning with the effective date of this contract. Procedures shall be completed by no later than September 30, 1988.

H. CONTRACTOR shall provide a monthly contract monitoring summary to COUNTY by the 30th of the month following monitoring visits.

I. CONTRACTOR shall provide brief quarterly narrative program monitoring and contract reconciliation reports to COUNTY by the 45th day following close of each quarter, beginning with the first quarter ending September 30, 1988.

OTHER REPORTS AND NOTICES

J. CONTRACTOR shall provide work plans and other reports to COUNTY, which are to be submitted to the State of Oregon on a monthly, quarterly or other basis, on a schedule which COUNTY shall determine in consultation with CONTRACTOR and State Community Services by no later than September 30, 1988. This schedule shall specify the number of working days before the due date established by SCS by which reports are to be submitted to COUNTY, unless prior approval has been granted by COUNTY due to extenuating circumstances.

K. CONTRACTOR shall submit to COUNTY a prior notification of intent to apply for funds at least 14 days before submission of any grant application by CONTRACTOR for emergency basic needs or community action services funds which could result in revenue contracts with COUNTY, in order for the Director to request timely approval by the BCC. In the event of documented extenuating circumstances, COUNTY may accept a notice of intent with less than the required 14 days notice prior to submission of the grant application.

VIII. Performance Expectations for CAA Service Coordination Functions.

A. The overall performance of CONTRACTOR in carrying out service coordination functions under this contract shall be evaluated on how well CONTRACTOR accomplishes the following objectives:

1. promotes integration of service networks through coordinating both the delivery of services and the development of new service elements within the emergency basic needs and community action services system; and
2. promotes the integration of the emergency basic needs and community action services system with other social and health service systems; and
3. provides timely, complete and accurate reporting.

B. CONTRACTOR shall develop a work plan for service coordination activities in consultation with COUNTY, the FAC and the DAAG, beginning with the effective date of this contract. This work plan shall address the provision of technical assistance to subcontractors and other providers in carrying out service coordination functions.

C. The service coordination work plan shall be submitted by CONTRACTOR to COUNTY by no later than December 31, 1988. COUNTY shall approve or modify this work plan within 15 days of submission.

D. CONTRACTOR shall cooperate with programs of DHS and other Departments of Multnomah County in carrying out service coordination functions. This cooperation shall include reasonable participation in task forces and other activities intended to streamline communications with providers, to coordinate and simplify reporting requirements, to coordinate planning efforts, to minimize duplication of services, to promote both service network and service system integration and to develop a continuum of services. Potential areas of cooperation include services to the chronically mentally ill, to substance abusers, to youth and to corrections clients, and services funded by Community Development Block Grant (CDBG) funds. The degree of participation in such efforts shall be determined through consultation between COUNTY and CONTRACTOR.

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E. CONTRACTOR shall provide brief quarterly narrative reports of service coordination activities to COUNTY by the 45th day following the close of each quarter, beginning with the first quarter ending September 30, 1988. Such reports shall include accomplishments for the quarter and an analysis of barriers to improved coordination.

IX. Performance Expectations for CAA Advocacy Functions.

A. The overall performance of CONTRACTOR in carrying out advocacy functions under this contract shall be evaluated on how well CONTRACTOR accomplishes the following objectives:

1. provides a central focus for advocacy regarding emergency basic needs and community action services; and
2. provides timely, complete and accurate reporting.

B. CONTRACTOR shall develop a work plan for advocacy activities in consultation with COUNTY, the FAC and the DAAG, beginning with the effective date of this contract. This work plan shall address the provision of technical assistance to subcontractors and other providers in carrying out advocacy functions.

C. The advocacy work plan shall be submitted by CONTRACTOR to COUNTY by no later than December 31, 1988. COUNTY shall approve or modify this work plan within 15 days of submission.

D. CONTRACTOR shall provide brief quarterly narrative reports of advocacy activities to COUNTY by the 45th day following the close of each quarter, beginning with the first quarter ending September 30, 1988. This report shall include accomplishments to date and an analysis of barriers to more effective advocacy efforts.

X. Fiscal Practices.

A. CONTRACTOR shall convert to a July 1 to June 30 fiscal year, with an effective date of July 1, 1988.

B. CONTRACTOR shall provide a close-out Financial Statement to COUNTY for the period ending June 30, 1988, by no later than August 30, 1988. This Statement shall accurately identify carry over balances by service element and revenue type for all revenue contracts assigned to COUNTY by CONTRACTOR effective July 1, 1988.

C. CONTRACTOR shall provide an agencywide audit to COUNTY for the period from January 1, 1988 to June 30, 1988, by no later than November 28, 1988. This audit shall be paid for out of funds allocated for audits in the approved FY 88-89 Budget. With the audit, CONTRACTOR shall provide to COUNTY a reconciliation, as necessary, between the June 30, 1988 Financial Statement and the findings of the audit, by service element and revenue type.

D. COUNTY and CONTRACTOR shall develop a financial management system, meeting the approval of COUNTY, such as is necessary to fulfill the requirements contained in this contract. Subject to approval by the DHS Director, COUNTY shall provide technical assistance to CONTRACTOR in developing and implementing this system.

→ Add

E. CONTRACTOR shall provide an agencywide audit to COUNTY for the period from July 1, 1988 to June 30, 1989, by no later than November 28, 1989. This audit shall be paid for out of funds allocated for audits in the approved FY 88-89 Budget. With the audit, CONTRACTOR shall provide to COUNTY a reconciliation, as necessary, between reimbursements provided by COUNTY to CONTRACTOR during the fiscal year period and the findings of the audit, by service element and revenue type.

XI. Budget and Reimbursement.

A. CONTRACTOR shall be reimbursed for administration and for operations of the community services and weatherization programs on the basis of the negotiated and approved line item budget and personnel detail in Exhibit E.

B. CONTRACTOR shall not create or delete a position in the approved budget, not alter the full time equivalency of an approved position, without prior consultation of COUNTY.

C. All reimbursements under this contract shall be for eligible activities and expenditures for the identified service element and revenue type. Each service element and revenue type under this contract has distinct budgetary requirements and a funding cap which cannot be exceeded. Any expenditures or performance by CONTRACTOR or subcontractors which exceeds the separate funding cap for a service element and/or revenue type are CONTRACTOR's sole responsibility and shall not entitle CONTRACTOR to additional reimbursements. Any underexpenditure in one service element and/or revenue type cannot be used to fund an overexpenditure in another service element or revenue type.

D. CONTRACTOR shall not transfer COUNTY funds designated for subcontracts to other budget line items. CONTRACTOR shall not transfer funds among the three categories in the approved budget of Personnel Services, Materials and Services and Capital Outlay, without prior written approval of COUNTY.

E. Capital outlay is allowable only with prior approval of COUNTY, and with prior State approval if federal or state funds are involved. Purchase of any single non-expendable item for over \$100 which has a life expectancy of over one year shall be considered capital outlay. Approved capital outlay purchases shall require solicitation, documentation and retention of three bids before CONTRACTOR may execute the purchase.

F. CONTRACTOR shall inform COUNTY in writing and in advance of receipt of any additional non-County funds not projected in the approved budget which could or will have an impact on the quality or cost of providing any services under this contract, including grants, fees, rebates, and reimbursement for administrative overhead.

G. COUNTY and CONTRACTOR agree to review the approved budget and associated performance expectations, and to renegotiate the budget and expectations as may be mutually agreed, in the event of external factors which impact revenues for this contract, including but not limited to:

1. if revenues which could be available for administration and operations of CONTRACTOR exceed projections in the approved budget.

2. if revenues which are available for administration and operations of CONTRACTOR fall short of projections in the approved budget.

*

3. if new revenues for subcontracts which exceed projections in the approved budget are added to this contract.

H. COUNTY reserves the right to charge indirect fees at a 0.7 % pass through rate for federal and state funds per COUNTY's indirect cost recovery policy, when such fees are an eligible reimbursement under the grant. This provision shall not apply to existing contracts assigned to COUNTY by CONTRACTOR to be effective July 1, 1988.

I. CONTRACTOR shall anticipate, in preparing a proposed budget to submit as part of the Proposed FY 89-90 CAA Plan in accordance with Section VI of these Special Conditions, that no more than 15% of federal and state funds may be retained by CONTRACTOR for administration and community services program operations which otherwise could be available to subcontractors for direct service and clearinghouse functions, and no more than 25% of federal and state funds may be retained by CONTRACTOR for administration and weatherization program operations which would otherwise be available for weatherization services.

XII. Payments.

A. COUNTY shall issue one-month allotments to CONTRACTOR of one twelfth (1/12) of annual contract amounts by the 10th of the month. Unless otherwise specified by a funding source or by COUNTY for an identified service element, this procedure will apply to all annually budgeted administration, operating and subcontract funds under this contract, except fee-for-service subcontracts. Issuance of monthly allotments shall be subject to timely submission of accurate expenditure reports for the preceeding month, beginning in the second month of the contract. If cumulative reported expenditures are less than cumulative payments for the same period, the next month's payment shall be adjusted accordingly.

B. Revenues for service elements which must be expended prior to the expiration date of this contract shall be paid out to CONTRACTOR by the 10th of the month in monthly allotments which correspond to the total amount of the contract divided by the number of months in the revenue contract with COUNTY.

C. Allotments will be adjusted for increases or decreases in annual contract amounts when contract amendments are fully executed by both CONTRACTOR and COUNTY.

D. Fee-for-service subcontracts will be reimbursed within 10 working days of receipt by COUNTY of CONTRACTOR billing for documented expenditures.

E. Any one-time-only start up or approved capital outlay funds so identified in the budget for this contract shall be paid in two installments: a 90% lump sum of such funds shall be paid at the beginning of the contract period within 10 working days of written request from CONTRACTOR and approval by COUNTY; the remaining 10% shall be paid within 10 working days of receipt and approval by COUNTY of itemized expenditure documentation for the the entire contracted amount.

F. For specified revenue types or for identified line items in the approved budget, CONTRACTOR may request ~~approval for COUNTY or COUNTY~~ may otherwise determine to provide payments on an accelerated schedule or a lump sum payment to CONTRACTOR.

Add

G. Delinquent program, audit and/or financial reports for any service element or revenue type may result in withholding of all payments due to CONTRACTOR for all revenue types and service elements in this contract, until such time as the delinquency is corrected.

XIII. Subcontracts.

A. CONTRACTOR shall enter into master contracts with subcontractors which shall combine into a single contract all service elements and revenue types for provision of emergency basic needs and community action services through that subcontractor. However, CONTRACTOR may allow existing contracts with subcontractors for LIEAP to continue in effect until expiration.

B. Unless otherwise specified by a revenue source or by COUNTY, all subcontracts except fee-for-service subcontracts shall be for a 12 month service period from July 1, 1988, to June 30, 1989.

C. Unless otherwise specified in this contract, performance expectations for direct service and clearinghouse functions performed by all subcontractors under this FY 88-89 contract shall be developed by CONTRACTOR in consultation with COUNTY, the FAC and the DAAG beginning with the effective date of this contract. These performance expectations shall be completed by no later than December 31, 1988. Expectations shall include service objectives, evaluative criteria encompassing outcome measures and indicators of the subcontractor's accountability to CONTRACTOR and to clients, and reporting requirements.

XIV. Subcontract Awards.

A. Subcontractors may be not-for-profit or proprietary organizations.

B. With prior consultation of COUNTY, CONTRACTOR may renew FY 87-88 direct service and clearinghouse subcontracts for FY 88-89, with an effective date of July 1, 1988 when executed prior to July 1 or otherwise with written approval of COUNTY.

C. CONTRACTOR shall enter into a subcontract for FY 88-89 with the reconfigured not-for-profit Multnomah County Community Action Agency (MCCAA), incorporated as Human Solutions Inc. (HSI). The subcontract shall be effective upon the spin off date of MCCA from COUNTY. This subcontract with HSI shall contain such protections for HSI as are stipulated by COUNTY and as are in accordance with State statutes. Any financial burden imposed upon CONTRACTOR by these protections shall be paid for by COUNTY. The Letter of Agreement between COUNTY and HSI, Exhibit A, is hereby made part of this contract by reference.

D. Subject to satisfactory contract compliance by HSI, CONTRACTOR's subcontract with HSI shall pass through intact all FY 88-89 subcontract funds so designated by COUNTY. In addition, COUNTY has directly advanced a County General Fund appropriation of \$152,446 to HSI by means of the Letter of Agreement, as a one-time-only procedure in order to ensure orderly start-up and adequate cash flow for the new not-for-profit. The reporting and accounting requirements for this advance payment, as a 12 month revenue to HSI for emergency/community services, shall be the responsibility of CONTRACTOR as part of its subcontract with HSI, and shall be reflected in the subcontract. Any future CGF allocations to HSI shall be passed through CONTRACTOR.

E. CONTRACTOR shall utilize procedures for letting new subcontracts for direct service functions, clearinghouse functions and other activities under this contract that are in full compliance with applicable federal and state laws and regulations. CONTRACTOR shall develop and formalize such purchasing procedures in consultation with COUNTY and other funders beginning with the effective date of this contract. These procedures shall be completed by no later than December 31, 1988. The procedures shall include provisions that all subcontracts shall be awarded through competitive process, and that the administering board or a designated screening committee shall evaluate potential contractors using evaluation criteria specified in that process.

F. The Proposed FY 89-90 CAA Plan developed by CONTRACTOR in accordance with Section VI of these Special Conditions shall anticipate that all funds made available for direct service and clearinghouse functions under the FY 89-90 contract shall be awarded through competitive processes employing the procedures described above.

XV. Subcontractor Grievance Procedures.

A. A subcontractor which is aggrieved by an action or decision of the executive director of CONTRACTOR shall have a right to appeal that action or decision by providing a written notice of appeal to the Chair or Secretary of the administering board within 30 days of first knowledge of the action or decision. The request for an appeal must state the issue under dispute and the grounds for appeal.

B. Within 25 working days of receipt of the appeal, the administering board shall provide an opportunity for a hearing by the aggrieved party before the full board. The administering board shall decide the issue within a time frame agreed to with the aggrieved party and in no case later than 30 days from the presentation of the appeal to the board. If the matter has such immediate fiscal consequences or is of such fiscal or service urgency that the agency or clients will suffer irreparable harm by such delay, the Chair of the administering board shall schedule a hearing before the full Board within 5 days of receipt of the written appeal. In such circumstances, within 5 days from the date of the hearing the administering board shall make its decision.

C. The administering board's decision shall be a formal board action and shall be in writing, stating reasons for the decision.

D. Within 30 days of being notified of the administering board's decision, an aggrieved subcontractor may appeal the decision to the governing board through a written request to the DHS Director. A copy shall be provided by the aggrieved party to CONTRACTOR. The request shall state the grounds for appeal of the administering board's decision.

E. The decision of the governing board may be made with or without conducting a formal appeal hearing, and shall be communicated in writing from the Director to CONTRACTOR and the aggrieved party no later than 30 days from the Director's receipt of the appeal request. The decision of the administering board shall be upheld by the governing board except in the following circumstances:

1. The administering board's decision is in conflict with policies adopted by the governing board; or

X

2. There has been an abuse of discretion by CONTRACTOR and/or the administering board; or

3. CONTRACTOR and/or the administering board has committed a procedural error in failing to follow its administrative procedure. In the case of a procedural error alone, the governing board shall remand the decision back to the administering board to be corrected.

XVI. Subcontractor Payments.

A. CONTRACTOR shall issue one month allotments to subcontractors of one twelfth (1/12) of annual subcontract amounts by the 15th of the month. Unless otherwise specified by a revenue source or specified or approved by COUNTY for an identified service element or revenue type, this procedure shall apply to all subcontract funds under this contract, except fee for-service contracts. Issuance of monthly allotments shall be subject to timely submission of accurate expenditure reports for preceding month, beginning in the second month of the contract. If cumulative reported expenditures are less than cumulative payments for the same period, the next month's payment shall be adjusted accordingly.

B. Revenues for service elements which must be expended prior to the expiration date of this contract shall be paid out to the subcontractor by the 15th of the month in monthly allotments which correspond to total amount of the contract divided by the number of months in the revenue contract with COUNTY.

C. Fee-for-service subcontracts shall be reimbursed by CONTRACTOR within five working days of receipt of payments from COUNTY to CONTRACTOR for documented subcontractor expenditures.

D. For specified revenue types or for identified line items in the approved budget, subcontractor may request approval of CONTRACTOR and COUNTY or COUNTY may otherwise determine to allow CONTRACTOR to provide payments on an accelerated schedule or a lump sum payment to subcontractor.

AJJ

XVII. Emergency/Community Services.

A. CONTRACTOR shall insure that all emergency basic needs and other community action activities funded by Community Service Block Grant (CSBG) funds and County General Funds (CGF), which are performed under this contract by CONTRACTOR and subcontractors, shall be performed in accordance with the following: approved work plans and budgets; State Community Services (SCS) and COUNTY specifications; OAR 410-60-000 et seq.; and applicable federal laws and regulations, including the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35 as amended).

B. CONTRACTOR shall determine subcontractor performance expectations for emergency basic needs and other community action services funded by CSBG and CGF funds in consultation with COUNTY and the DAAG beginning with the effective date of this contract. These expectations shall be completed by no later than September 30, 1988.

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XVIII. Energy/Utility Assistance Services.

A. CONTRACTOR shall insure that all energy assistance activities funded by the Low Income Energy Assistance Program (LIEAP), which are performed under this contract by CONTRACTOR and subcontractors, shall be performed in accordance with the following: approved work plans and budgets; SCS and COUNTY specifications; OAR 410-60-000 et seq.; and applicable federal laws and regulations, including the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35 as amended).

B. CONTRACTOR shall determine subcontractor performance expectations for energy/utility assistance services funded by LIEAP in consultation with COUNTY and the DAAG beginning with the effective date of this contract. These expectations shall be completed by no later than December 31, 1988.

XIX. Homeless/Housing Assistance Services.

A. CONTRACTOR shall insure that all homeless/housing assistance activities funded by Community Services Block Grants (CSBG), County General Funds (CGF), Emergency Community Services Block Grants (ECSBG), the Emergency Shelter Grant Program (ESGP), or the State Homeless Assistance Program (SHAP), which are performed under this contract by CONTRACTOR and subcontractors, shall be performed in accordance with the following: approved work plans and budgets; SCS and COUNTY specifications; OAR 410-60-000 et seq. for CSBG and ECSBG funds and OAR 410-100-000 et seq. for SHAP funds; and applicable federal laws and regulations, including the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35 as amended).

B. CONTRACTOR shall insure that all work and activities funded by the Emergency Shelter Grant Program shall be performed in accordance with the provisions of Part C of Title V of HUD's appropriation for the Fiscal Year 1987, Section 101 (g) P.L. 99-500 and the regulation contained in 24 CFR 575 and, particularly, the Debarred Contractors provisions contained in 24 CFR 575.59 (f) as amended, and the Federal Labor Standard Act. A maximum of 15% of ESGP funds may be used for essential services as defined by HUD regulations. Add

C. CONTRACTOR shall further insure that any structure(s) being rehabilitated or otherwise funded by the Emergency Shelter Grant Program under this contract will be used as shelter(s) for homeless individuals for three (3) years subsequent to the execution of this contract. If the shelter use of the referenced structure(s) is less than three (3) years, COUNTY shall recover the grant funds on a pro-rata basis based on the actual amount of time the structure(s) was used as a shelter facility.

C. CONTRACTOR shall determine subcontractor performance expectations for homeless/housing assistance services funded with CSBG, CGF, ECSBG, ESGP, and SHAP funds in consultation with COUNTY and the DAAG beginning with the effective date of this contract. These expectations shall be completed by no later than September 30, 1988.

D. Quarterly reports for both FFY 87 and 88 ESGP funds shall be filed by the 10th day of the month following the end of each calendar quarter. A final report will be due 10 days after all rehabilitation work is completed or otherwise after the contract period is completed.

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XX. Linkage Services.

A. CONTRACTOR shall insure that all linkage services activities funded by County General Funds (CGF), which are performed under this contract by subcontractors, shall be performed in accordance with the following: the EBNC Linkage Services Advisory Group Report definition, goals and standards for Level III Linkage Services, detailed in Exhibit D; and COUNTY specifications.

B. Unless otherwise approved by COUNTY, CGF for linkage services shall be subcontracted ~~on a reimbursement basis at \$10 per hour of client related services for the provision of Level III case planning, intervention and monitoring services by a dedicated staff position. Allowable expenditures reimbursed~~ under these subcontracts may include direct program costs (personnel, materials and services) and a maximum of 10% for administrative overhead. Add

C. CONTRACTOR shall determine subcontractor performance expectations for linkage services funded by CGF in consultation with COUNTY and the DAAG beginning with the effective date of this contract. Those expectations shall be completed by no later than September 30, 1988.

XXI. Weatherization Services.

A. Subject to approval by State Community Services, CONTRACTOR shall act as the designated agent of COUNTY for administration and operations of weatherization services programs in the incorporated and unincorporated boundaries of Multnomah County.

B. CONTRACTOR shall insure that all weatherization program activities funded by EXXON Overcharge funds (EXXON), LIEAP Weatherization funds, Oregon Department of Energy (ODOE) funds, Stripper Well funds and U.S. Department of Energy (USDOE) funds, which are performed under this contract by CONTRACTOR and subcontractors, shall be performed in accordance with the following: approved work programs and budgets; SCS and COUNTY specifications; OAR 410-60-000 et seq.; and current Oregon DOE and/or LIEAP State Plan(s), which are hereby incorporated by reference and made part of this agreement.

C. CONTRACTOR and all weatherization subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50--000 through 410-50-030

The US DOE statement of assurances (OMB No. 1901-0247) detailed in Exhibit B, which shall be signed by CONTRACTOR and all subcontractors, and which is hereby incorporated by reference and made part of this agreement.

D. All income that is generated by or attributable to federal weatherization funds, including grants, fees and rebates to CONTRACTOR or subcontractors, shall be identified and segregated for expenditures relating to federal weatherization programs. Expenditures are to be made within the grant year earned.

E. Unless disallowed by State Community Services, CONTRACTOR shall pass through intact in the CONTRACTOR'S subcontract with HSI, referenced in Section XIV of these Special Conditions, all weatherization funds for the period from July 1, 1988 to March 31, 1989 so designated by COUNTY, subject to satisfactory contract compliance by HSI.

F. CONTRACTOR shall determine subcontractor performance expectations for weatherization services funded by federal and state funds in consultation with COUNTY, and also with HSI for its service area, beginning with the effective date of this contract. These expectations shall be completed by no later than September 30, 1988.

G. Monthly reports for all weatherization funds, certified by CONTRACTOR'S executive director, shall be provided to COUNTY by the 7th day of each month following, on standard reporting forms provided by the State.

H. The Proposed FY 88-89 CAA Plan submitted by CONTRACTOR to COUNTY in accordance with Section VI of these Special Conditions shall contain recommendations for the organization of weatherization services programs as of April 1, 1989, including administration, operations and service delivery. Those recommendations shall be developed in consultation with HSI and other subcontractors, and shall specifically consider the comparative cost effectiveness of providing weatherization services through subcontracts with proprietary organizations vs. not-for-profit agencies.

XXII. Contract Renewal.

A. COUNTY stipulates that CONTRACTOR shall be a sole source provider for the services detailed in this contract, and qualifies for an exemption from the competitive request for proposal (RFP) process pursuant to Multnomah County Administrative Procedure No. 2703. This exemption is based upon the following findings:

1. CONTRACTOR is the only agency with a board of directors which meets the statutory and geographical requirements set forth in ORS 184.802 for an administering board to administer programs of this nature and scope; and

2. CONTRACTOR board is currently serving the Portland Metropolitan area, and a reconfiguration of this board as specified in this contract could immediately implement the services required by COUNTY; and

3. At this time, no other agency could organize, elect officers, or provide continuity of emergency basic needs and community action services.

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B. This contract will be renewed annually for a maximum of four additional years subject to:

1. continuing satisfactory contract compliance, including compliance with all approved work programs and approved budgets, accomplishment of contract objectives and maintaining required community accountability and involvement; and
2. continuing compliance with applicable federal, State and County laws and regulations; and
3. continuing submission of timely, true, accurate and complete reports; and
4. continuing evidence of satisfactory audits indicating appropriate fiscal administration necessary for carrying out this contract; and
5. continuing availability of federal, State and local funds to CONTRACTOR through this and other contracts, exclusive of County General funds, such as are necessary for carrying out the terms of this contract.

XXIII. Corrective Actions.

A. Upon written notification by COUNTY of a finding of failure to satisfactorily comply with contract expectations, CONTRACTOR shall submit a Corrective Action Plan to COUNTY within ten working days. COUNTY will provide such notification to the executive director of CONTRACTOR and the Chair of the administering board. COUNTY will, in writing, approve, modify or disapprove a Corrective Action Plan submitted by CONTRACTOR within five working days following its receipt.

B. A continuing finding of unsatisfactory contract compliance 45 days after approval by COUNTY of CONTRACTOR'S Corrective Action Plan shall be grounds for termination of the contract.

> Rewrite

XXIV. Appeal of Termination.

A. Notwithstanding Section XXIV (B) of the General Conditions, and subject to the terms contained in Section XXIII of the Special Conditions, termination of this agreement by COUNTY, in whole or in part, with 30 days written notice to CONTRACTOR shall be for cause, which may include but not be limited to:

> Rewrite

1. Failure to fulfill obligations under this agreement including compliance with federal regulations, Oregon Administrative Rules, approved work plans and approved budgets.
2. Submission of reports that are untimely, fraudulent, incorrect or incomplete.
3. All other conditions cited in Section XXIV of the General Conditions.

B. In the event that CONTRACTOR is aggrieved upon receipt of a written notice from the COUNTY to CONTRACTOR of a 30 day termination or immediate termination of this contract, CONTRACTOR shall have a right to a hearing before the BCC as the CAA governing board. The request for such a hearing must be submitted in writing to the Director within 10 days of CONTRACTOR's receipt of the written notice of termination, and must state the specific grounds for the appeal. The hearing shall be conducted at a regularly scheduled meeting of the BCC within 20 days of CONTRACTOR's request for a hearing.

C. The decision of the governing board regarding an appeal by CONTRACTOR of the termination of this contract shall take the form of a formal Board action and shall be in writing. In the case of contract termination, the governing board's decision shall be subject to binding arbitration in the same manner as disputes between Local Governments and a State agency are subject to arbitration under ORS 190.710 et seq.

D. Agreement notices and response times for a decision under binding arbitration shall be reasonable under the circumstances, and the arbitrator shall be the ultimate decider of the reasonableness of all time requirements.

E. The decision of the arbitrator shall be final. Both parties hereby agree that neither issues arbitrated nor the arbitrator's decision shall be subject to litigation.

XXV. Agency Name.

A. CONTRACTOR shall change its name in accordance with its new countywide responsibilities as the central administrative agency for the emergency basic needs and community action services system.

B. CONTRACTOR shall amend its by-laws and articles of incorporation accordingly to reflect its new name.

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

APPROVED:

COMMUNITY ACTION AGENCY OF PORTLAND
OR ITS SUCCESSOR
812 S.W. Washington, Suite 300
Portland, OR 97205

MULTNOMAH COUNTY
DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

By _____
Agency Executive Director Date

By _____
Community Services Program Date

By _____
Agency Board Chairperson Date

By _____
Director Date
Department of Human Services

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

EXHIBITS

- EXHIBIT A. LETTER OF AGREEMENT BETWEEN COUNTY AND HUMAN SOLUTIONS, INC.
- EXHIBIT B. U.S. DEPARTMENT OF ENERGY (USDOE) ASSURANCE OF COMPLIANCE
(OMB NO. 1901-0247)
- EXHIBIT C. CAA FUNCTIONS
- EXHIBIT D. EBNC LINKAGE SERVICES ADVISORY GROUP REPORT "DEFINITIONS, GOALS
AND STANDARDS"
- EXHIBIT E. APPROVED FY 88-89 BUDGET AND PERSONNEL DETAIL
- EXHIBIT F. COPY OF CONTRACTOR'S LIABILITY INSURANCE COVERAGE
- EXHIBIT G. COPY OF CONTRACTOR'S WORKERS' COMPENSATION INSURANCE COVERAGE

Original
Submitted

DRAFT

MULTNOMAH COUNTY
DEPARTMENT OF HUMAN SERVICES
DIRECTOR'S OFFICE
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: JULY 1, 1988 TO: JUNE 30, 1989

CONTRACTOR NAME: COMMUNITY ACTION AGENCY OF PORTLAND TELEPHONE: 295-6790
(OR ITS SUCCESSOR)

CONTRACTOR ADDRESS: 812 S.W. WASHINGTON, SUITE 300 I.R.S. NUMBER: _____
PORTLAND, OREGON 97205

PART I: SERVICES UNDER REIMBURSEMENT

Subject to the General Conditions, Special Conditions and exhibits attached hereto and by reference made part of this agreement, CONTRACTOR agrees to provide identified services within the service element(s) listed below. Based upon approved work plans and budgets, COUNTY agrees to reimburse CONTRACTOR for eligible expenditures of CONTRACTOR and subcontractors in providing the services specified in this contract, up to the maximum amounts specified below.

ADMINISTRATION AND OPERATIONS FUNDS

<u>SERVICE ELEMENT</u>	<u>FUNDING SOURCE</u>	<u>MAX. ANNUAL TOTAL PAYABLE</u>
ADMINISTRATION	COMMUNITY SERVICES (CSBG) FFY's 88 & 89	\$ 27,240
	LOW INCOME ENERGY ASSIST. (LIEAP) FFY 89	\$ 17,500
	U.S. DEPART. OF ENERGY (USDOE) FFY 87/88	\$ 36,025
	LIEAP WEATHERIZATION (WX) FFY 88	\$ 4,730
	COUNTY GENERAL FUNDS	\$ 77,380
	SUBTOTAL ADMINISTRATION	\$ 162,875 ¹

¹(anticipates \$25,390 administrative recovery from State refugee REEP and TAP programs; total approved budget = \$ 188,265)

COMMUNITY SERVICES PROGRAM OPERATIONS	CSBG - STATE SCS (one time only)	\$ 15,000
	COUNTY GENERAL FUNDS	\$ 92,620
	SUBTOTAL COMMUNITY SERVICES OPERATIONS	\$ 107,620 ²

²(anticipates \$50,493 from City of Portland BCD and \$36,000 from United Way of Columbia-Willamette; total approved budget = \$ 194,113)

WEATHERIZATION PROGRAM OPERATIONS	USDOE/EXXON FFY 87/88	\$ 99,800
	USDOE/EXXON FFY 88/89	\$ 41,348
	LIEAP WX FFY's 88 & 89	\$ 67,144
	PETROL. VIOLATION ESCROW (STRIPPER WELL)	\$ 2,500
	ORE. DEPT. OF ENERGY (ODOE) HAP PROJECT	\$ 78,250
	ODOE APARTMENT PROJECT	\$ 17,200
	SUBTOTAL WEATHERIZATION OPERATIONS	\$ 306,242 ³

³(anticipates \$32,000 from City of Portland Energy Office Block-by-Block program; total approved budget = \$338,242)

TOTAL ADMINISTRATION AND OPERATIONS \$ 576,737⁴

⁴(anticipates \$143,883 from other funding sources; total approved budget for administration and operations = \$ 720,620)

SUBCONTRACT FUNDS

<u>SERVICE ELEMENT</u>	<u>FUNDING SOURCE</u>	<u>MAX. ANNUAL TOTAL PAYABLE</u>
EMERGENCY/COMMUNITY SERVICES City service area	CSBG FFY's 88 & 89	\$ 360,562 ¹
EMERGENCY/COMMUNITY SERVICES East Co. service area (all pass through)	CSBG FFY's 87 & 88 COUNTY GENERAL FUNDS FY 88-89	\$ 198,000 ¹ \$ 152,446 ²
TOTAL EMERGENCY/COMMUNITY SERVICES SUBCONTRACTS		\$ 766,678^{1,2}
ENERGY ASSISTANCE City service area	LIEAP FFY's 88 & 89 (expenditures after 12/01/88)	\$ 167,711 ¹
ENERGY ASSISTANCE East Co. service area (all pass through - after 12/01/88)	LIEAP FFY 's 88 & 89	\$ 131,571 ¹
TOTAL ENERGY ASSISTANCE SERVICES SUBCONTRACTS		\$ 299,282¹
HOMELESS ASSISTANCE Countywide (all pass through)	STATE HOMELESS ASST.(SHAP) FY 88-89 EMERGENCY SHELTER GRANT (ESGP) FFY 88 EMERGENCY CSBG (ECSBG) FFY 87 & 88 COUNTY GENERAL FUNDS FY 88-89 SUBTOTAL COUNTYWIDE SERVICES	\$ 551,000 ¹ \$ 8,500 \$ 55,000 ¹ \$ 52,200 \$ 666,700 ¹
HOMELESS ASSISTANCE East co. service area (all pass through)	ESGP FFY 87	\$ 4,904
TOTAL HOMELESS ASSISTANCE SERVICES SUBCONTRACTS		\$ 671,604¹
LINKAGE SERVICES Countywide (all pass through)	COUNTY GENERAL FUNDS FY 88-89	\$ 196,500
TOTAL LINKAGE SERVICES SUBCONTRACTS		\$ 196,500
WEATHERIZATION SERVICES City service area	USDOE/EXXON FFY 87/88 USDOE/EXXON FFY 88/89 LIEAP WX FFY's 88 & 89 STRIPPER WELL YOUTH PROJECT FY 88 ODOE HAP PROJECT FY 88-89 ODOE APARTMENT PROJECT FY 88-89 SUBTOTAL CITY SERVICE AREA	\$ 470,500 ¹ \$ 179,717 \$ 170,000 ¹ \$ 97,500 \$ 225,000 \$ 63,800 \$ 1,206,517 ¹
WEATHERIZATION SERVICES East Co. service area (all pass through)	USDOE/EXXON FFY 87/88 USDOE/EXXON FFY 88/89 LIEAP WX FFY's 88 & 89 STRIPPER WELL YOUTH PROJECT FFY 88 ODOE HAP PROJECT FY 88-89 ODOE APARTMENT PROJECT FY 88-89 SUBTOTAL EAST CO. SERVICE AREA	\$ 57,816 ¹ \$ 127,333 ¹ \$ 141,569 ¹ \$ 60,244 \$ 97,325 \$ 26,824 \$ 511,111 ¹
TOTAL WEATHERIZATION SERVICES SUBCONTRACTS		\$ 1,717,628¹
TOTAL ALL SUBCONTRACT SERVICES		\$ 3,596,022^{1,2}
TOTAL ADMINISTRATION, OPERATIONS AND SUBCONTRACT SERVICES		\$ 4,172,759^{1,2}

¹Carry over balance for CAAP assigned contracts and MCCA A expenditures estimated; to be adjusted upon receipt of Financial Statements for period ending 6/30/1988.

²Payment through direct contract between COUNTY and Human Solutions Inc.; HSI expenditure reporting to and accounting by CONTRACTOR under this contract.

PART II: GENERAL CONDITIONS

WHEREAS, CONTRACTOR, a private not-for-profit corporation under ORS Chapter 61 and IRS 501 (c)(3), has consented pursuant to the terms of this contract, and with the approval of State of Oregon Community Services, to assign its community action agency designation and all rights and responsibilities thereunder to the governing board of Multnomah County; and

WHEREAS, in consideration of receiving this voluntary assignment of community action agency governing board designation for a specified service area within Multnomah County, COUNTY has agreed to enter into this renewable sole source contract with CONTRACTOR subject to the terms set forth herein; and

WHEREAS, CONTRACTOR has, or will cause to have and to maintain, a board of directors in conformance with ORS 184.802 (4)(b) and the provisions of this contract, which can serve as the administering board for the new countywide community action agency with the powers and responsibilities set forth herein; and

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation as the designated community action agency for the incorporated and unincorporated areas of Multnomah County, pursuant to ORS 184.802; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, the goal of this contract is to insure accountability of CONTRACTOR and the delivery system for emergency basic needs and community action services to COUNTY, to other funders, to providers and to clients; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified emergency basic needs and community action services as stated below:

I. Service Objectives and Evaluation. Within the service area boundaries of incorporated and unincorporated Multnomah County, CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, client and fiscal records by authorized agents of COUNTY, Oregon State Community Services, and Federal Government. CONTRACTOR agrees to maintain program, client, and fiscal records consistent with Oregon Administrative Rules and applicable regulations, and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR shall be bound by all applicable provisions of the current State Community Services Intergovernmental Agreements between COUNTY and State Community Services for provision of emergency basic needs and community action services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Cooperative Planning Requirements. CONTRACTOR recognizes that planning with COUNTY and other state and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in meetings and planning efforts instigated by COUNTY, to provide all data which may be required by COUNTY, and to adjust its programs as necessary to achieve compliance with COUNTY and state programmatic goals.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the COUNTY'S emergency basic needs and community action program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as the governing authority and/or as a funding source for emergency basic needs and community action services in flyers, brochures, and other publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Department of Human Services Director (hereafter referred to as "Director.") as COUNTY'S administrative authority for services provided under this contract.

VII. Discrimination, Prohibitions and Special Federal and State Requirements. CONTRACTOR assures and certifies with respect to funds made available through this contract that:

A. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR will comply with the following: all provisions of Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973 (29 USC S 701 et seq.) as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance."; and the Age Discrimination Act of 1975 (42 USC S 6101 et seq.) which prohibits discrimination on the basis of age. CONTRACTOR further acknowledges that no person or group of persons shall, on the grounds of age, race, color, national origin, primary language, sex, religion, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. CONTRACTOR will immediately take any measures necessary to effectuate this agreement.

B. CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity. CONTRACTOR 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.

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

D. CONTRACTOR will comply with the provisions of the Hatch Act which limits the political activity of employees. CONTRACTOR further acknowledges that no government funds made available through this contract shall be used for political activities.

E. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded through this contract.

F. CONTRACTOR will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.

G. CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

H. CONTRACTOR shall insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of a project under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

I. CONTRACTOR will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purpose for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

J. CONTRACTOR will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

F. In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three days after termination.

G. All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR.

H. Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or termination of the contract.

IX. Fidelity Bond. CONTRACTOR shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds.

X. Workers' Compensation.

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this agreement and is incorporated herein as part of this agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Subcontracts.

A. CONTRACTOR shall not enter into any subcontract without prior written approval of the Director.

B. CONTRACTOR shall have a written contract with each subcontract agency. CONTRACTOR agrees to furnish a copy of each subcontract to the Director upon request.

C. All subcontracts must be executed prior to the first day of service, unless prior written approval has been granted by the Director.

D. At a minimum all subcontract agreements must specify:

1. That subcontractor shall comply with all applicable provisions of this Agreement between COUNTY and CONTRACTOR and provide all assurances required by Section VII of these General Conditions; and

2. That subcontractor shall comply with all applicable federal, state, county and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations; and

K. CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

L. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

VIII. Liability.

A. CONTRACTOR is solely responsible for the conduct of its programs. CONTRACTOR, its employees, and agents shall not be deemed employees or agents of COUNTY or State Community Services. Except for claims arising in whole or in part from the negligence of COUNTY, its employees, or its agents, CONTRACTOR agrees to hold and save harmless and defend COUNTY and State Community Services, their officers and employees against all suits, actions or claims of any character arising out of the acts or omissions of CONTRACTOR or its officers, agents, and employees in carrying out the terms of this contract.

B. CONTRACTOR shall obtain, and at all times keep in effect, a Standard Comprehensive Liability Insurance Policy. At its own expense, CONTRACTOR shall maintain coverage for not less than \$100,000 for personal injury to each person, \$300,000 for each occurrence and \$300,000 for each occurrence involving property damages including consequential damages; or a single limit policy of not less than \$300,000 covering all claims per occurrence. Coverage shall include but not be limited to defamation of character, libel, slander, false imprisonment, and other similar causes of action. The limit expressed above shall not limit indemnities under the preceding paragraph. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this agreement and is incorporated herein as part of this agreement. While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon 30 days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

C. Failure to maintain liability insurance as provided in this agreement may, at COUNTY's option, be cause for immediate termination of this contract.

D. In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts set forth in either ORS 30.270 or in the amounts listed above, whichever is greater.

E. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

3. That subcontractor agrees that it is an independent contractor and not an agent of COUNTY or CONTRACTOR. The subcontractor shall indemnify and save harmless COUNTY and CONTRACTOR, their officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the subcontractor, their own subcontractors or the employees of either; or on account of or in consequence of carrying out the terms of the subcontract; or because of any act or omission, neglect or misconduct of the subcontractor.

4. That subcontractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of the subcontractor. Such liability insurance, whatever the form, shall not be less than the following:

a. \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;

b. \$100,000 to any claimant for all other claims arising out of a single accident or occurrence;

c. \$300,000 for any number of claims arising out of a single accident or occurrence.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, the subcontractor shall immediately notify CONTRACTOR and COUNTY orally and in writing within three (3) days.

5. That subcontractor shall obtain, and maintain at all times during the terms of the subcontract, workers' compensation insurance covering injuries to employees while carrying out employee duties under the subcontract as required by state statute, rules and regulations.

6. That certificates of insurance showing coverage as required shall be attached to all subcontracts at the time of execution.

XII. Litigation.

A. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR, the prevailing party to litigation shall be entitled to reasonable attorney's fees.

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

XIII. Monitoring.

A. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Community Services and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

B. COUNTY is responsible for monitoring fiscal performance of CONTRACTOR under this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. Recovery of funds will be made as prescribed in this contract in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

C. CONTRACTOR agrees to abide by procedures contained in Multnomah County Department of Human Services Subcontractors' Financial Procedures. CONTRACTOR will be subject to a county financial contract compliance review.

D. CONTRACTOR is responsible for monitoring services provided by subcontractors under this contract to ensure that all services conform to State Community Services and COUNTY standards and other performance requirements specified in this contract. CONTRACTOR is further responsible for monitoring the fiscal performance of subcontractors under this contract.

XIV. Audits.

A. CONTRACTOR agrees to permit, and shall require subcontractors to permit, authorized representatives of COUNTY, State Community Services, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS), or Department of Energy (USDOE), to make such review of the records of CONTRACTOR and subcontractors that these entities may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit, and shall require subcontractors to permit, authorized representatives of COUNTY and State Community Services to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR shall provide and will require subcontractors to provide to COUNTY an annual audit of all receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by CONTRACTOR or its subcontractors. All audits required pursuant to this section must be prepared by an independent and qualified external auditor at the end of the fiscal year, upon termination of this agreement, or upon termination of a subcontract agreement.

C. All fiscal records and audits required hereunder must be prepared consistent, as applicable to CONTRACTOR and subcontractors, with the following:

1. Standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities and Functions" (1981) by the Comptroller General of the United States.

2. The Single Audit Act of 1984 (P.L. 98-502) as applicable.

3. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

4. Office of Management and Budget (OMB):

a. Circulars A-87, A-95, and A-102 Attachments A-0 and A-128 if CONTRACTOR is a governmental entity;

b. Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

5. Oregon Administrative Rules (OAR);

6. Department of Human Services Subcontractors' Financial Procedures.

D. The auditor must state in the audit report that the audit meets the cited standards and include a management letter.

E. CONTRACTOR shall establish and maintain, and shall be responsible for insuring that subcontractors establish and maintain, systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

F. All audits must be submitted to COUNTY within 150 days after the end of the fiscal year, termination of this agreement, or termination of a subcontract agreement. Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

G. All audit work papers pertaining to the annual audit shall be open for examination by any and all federal, state and county auditors and/or representatives.

H. CONTRACTOR shall be responsible for the monitoring and audit requirements of its subcontractors.

XV. Program Reporting and Payment Requirements.

A. CONTRACTOR agrees to prepare and furnish such plans, work plans, data, descriptive information and reports as may be requested by COUNTY and/or as needed to comply with state or federal requirements. CONTRACTOR agrees to, and does hereby grant COUNTY and State Community Services the right to reproduce, use, and disclose all or any part of the plans, reports, data, and technical information furnished to COUNTY.

B. Unless otherwise specified in this contract, funds for CONTRACTOR and subcontractors will be paid in one-month allotments of 1/12th of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;
2. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified.

C. CONTRACTOR agrees to submit required monthly fiscal reports for CONTRACTOR and subcontractors as specified in the DHS Subcontractors's Financial Procedures. If expenditure reporting by CONTRACTOR or a subcontractor is required, all expenditures for each service element under this contract must be reported, not just those paid for from contract funds. Contract payments are contingent upon receipt of these required reports.

All final budget and expenditure reports must be received within thirty (30) days after the end of the contract period. Expenses not reported within this specified time period will be the sole responsibility of CONTRACTOR.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principles, Oregon Administrative Rules, and applicable federal requirements as specified below. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. CONTRACTOR agrees that fee-for-service billing to COUNTY will be supported by dated, signed documentation for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this agreement. If, however, any audit questions remain unresolved at the end of this three year period, all records must be retained until final resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. As applicable and as required by COUNTY, CONTRACTOR agrees to prepare and furnish enrollment, service, and termination information on Client Tracking System (CTS) forms for all clients when the services element is funded wholly or in part by COUNTY. CTS data shall be submitted by the 30th of the month following service, or in another manner as prescribed by COUNTY. Forms shall be completed in accordance with standards established by COUNTY.

E. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):

- a. Circulars A-87, A-95, and A-102 Attachments A-0 and A-128 if CONTRACTOR is a governmental entity;

- b. Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Oregon Administrative Rules (OAR);

4. Department of Human Services Subcontractors' Financial Procedures.

There shall be up-to-date accounting records for each emergency basic needs and community action service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to requirements of OAR and DHS Procedures.

CONTRACTOR will maintain minimal accounting records and written financial policies and procedures as required by OAR and DHS Procedures.

F. CONTRACTOR will submit an annual budget no later than July 1, 1988, as well as quarterly year-to-date actual-to-budget comparisons within forty five (45) days after the end of each quarter. All budget reports will be submitted with the minimum format and content specified in the DHS Procedures.

G. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XVI. Recovery of Funds.

A. Expenditures of CONTRACTOR and/or subcontractors may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Any refunds to the federal and state governments resulting from federal or state audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within ten working days of receipt of formal notice of disallowance of contract expenditures.

B. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or State Community Services. COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVII. Budget Transfers. CONTRACTOR may not transfer Department of Human Services contract funds from one service element to another or between program areas without prior written approval of COUNTY.

XVIII. Property Management. All property purchased with contract and/or start-up funds is the property of COUNTY and/or State Community Services. CONTRACTOR shall meet the following procedural requirements for all such property:

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

B. The record shall indicate whether the item of property was new or used at the time of acquisition. The aggregate of the individual costs shown on the record cards shall equal the balance of the subsidiary cost account for nonexpendable property.

C. All certificates of title or other evidences of ownership obtained for items purchased with contract and/or start-up funds shall show COUNTY and/or State Community Services as the owner of such items.

D. All nonexpendable property obtained with contract and/or start-up funds shall have COUNTY identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

E. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

F. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of the property shall be investigated and fully documented.

G. Adequate maintenance procedures shall be implemented to keep the property in good condition.

H. A current report of property purchased with Department of Human Services contract funds within the last five years shall be submitted to COUNTY annually at the close of COUNTY's fiscal year (June 30).

I. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Community Services any unexpended and unobligated funds, and all unexpended and/or nonexpendable personal property purchased with COUNTY funds as directed by COUNTY and/or the State. This general provision shall apply to all agreements unless superseded below.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third party rebates and reimbursements up to and including the contracted billing amount and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for emergency basic needs and community action services meeting the standards of COUNTY and State Community Services.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to CONTRACTOR. Such withholding of payment for cause, may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY's and/or to the State of Oregon Community Services' satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of CONTRACTOR.

XXI. Record Maintenance and Confidentiality.

A. CONTRACTOR and/or subcontractors shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis. The record shall contain client identification; problem assessment; treatment, training, care and/or service plan, as applicable; medical information when appropriate; progress notes including termination summary and an assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years.

B. CONTRACTOR agrees that all client records shall be kept confidential in accordance with ORS 192.495 through 192.530, 45 CFR 205.50 and 42 CFR Part 2, and any OAR promulgated by State of Oregon Community Services pertaining to client records.

XXII. Assignment. This contract shall not be assigned by CONTRACTOR.

XXIII. Modification.

A. In the event that COUNTY's contract obligation is modified by federal or state initiated change, COUNTY may modify this contract through written notification of changes sent to CONTRACTOR by mail. Such modification shall be effective immediately or otherwise on a date specified by COUNTY in the modification. CONTRACTOR shall acknowledge receipt of modification through written notification sent to COUNTY within fifteen (15) working days of receipt of COUNTY's modification letter.

B. In the event of COUNTY or CONTRACTOR initiated contract changes, COUNTY may modify this contract through COUNTY's formal modification process noted above.

XXIV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, 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 contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

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

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

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide services under the contract.

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

3. If the Agreements between COUNTY and State Community Services for provision of emergency basic needs and community action services are terminated by the State for any reason.

4. Upon notice of improper or illegal use of funds provided under this agreement.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreements between COUNTY and State Community Services for provision of emergency basic needs and community action services. CONTRACTOR agrees that if COUNTY's obligations to State Community Services are terminated in whole or in part, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination after COUNTY is notified or has knowledge of such termination.

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

XXV. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

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PART III: SPECIAL CONDITIONS

The following Special Conditions are in addition to and not in lieu of any provisions contained in the General Conditions of this contract. In the event of a conflict between General and Special Conditions, these provisions shall prevail.

I. Definitions.

A. "COUNTY" means the County of Multnomah, by and through the Multnomah County Department of Human Services (DHS) acting as contracting agent.

B. "CONTRACTOR" means the Community Action Agency of Portland (CAAP) or its successor.

C. "Governing board" means the Multnomah County Board of Commissioners (BCC), which is the duly elected governing board of COUNTY, acting as the governing board of the countywide community action agency (CAA) pursuant to ORS 184.802 and this contract.

D. "CONTRACTOR board" means the incorporated board of directors of CONTRACTOR, which is appointed in accordance with CONTRACTOR's adopted bylaws to govern CONTRACTOR, and which is legally and fiscally responsible for operations of the private not-for-profit agency that contracts with COUNTY.

E. "Administering board" means the expanded and reconfigured CAAP Board, which is appointed in accordance with provisions contained in Section III (C) of these Special Conditions to advise the CAA governing board, acting as the administering board for the CAA pursuant to ORS 184.802 and this contract.

F. "Director" means the Director of the Department of Human Services or his or her designee, acting as COUNTY's administrative authority for the CAA.

G. "Client" means a person served by or utilizing the services of a not-for-profit or proprietary subcontractor under this contract.

H. "Direct services" means helping an individual client to meet a basic need, to improve his/her quality of life or to achieve self-sufficiency through direct provision of a resource, opportunity or service, which may include performance of any or all of the following program activities by a subcontractor: information and referral; intake; client eligibility determination; client assessment; case planning; individual client advocacy; provision of cash, vouchers, or in-kind benefits and services; counseling; follow-up; and reassessment.

Direct services do not include: conducting an energy audit of a dwelling unit; direct client contact by CONTRACTOR for the purposes of monitoring and evaluating service delivery or contract compliance; and incidental client contact which is not part of CONTRACTOR's on-going program, and that results in directing a client to an appropriate subcontractor or other agency in response to the contact.

I. "Clearinghouse" means a central agency which has authority to approve or deny provision of a resource, opportunity or service to a client of another social service agency which performs intake, eligibility determination, case planning and other direct service activities, and which uses the clearinghouse to authorize provision of specific resources, opportunities or services.

J. "Funders Advisory Committee" means the body established by Multnomah County Resolution 88-25 and Ordinance No. _____, and City of Portland Resolution No. 34415, to advise local funders on the coordination of funding decisions for emergency basic needs and community action services.

K. "Delegate Agency Advisory Group" means the association which represents social service agencies that have subcontracts with CONTRACTOR for the provision of emergency basic needs and community action services.

L. "Consultation" means an informal or formal request for comment, opinion or response.

M. "Prior consultation" means a formal request for comment, opinion or response prior to a decision or action, where the intent is that the comment, opinion or response will influence the decision, action or outcome.

N. "Involvement" means an opportunity for formal participation in a deliberative process through a committee, task force, hearing or meeting.

O. "Notification" means formal notice of an decision or action.

P. "Prior notification" means formal notice prior to a decision becoming final or an action being executed.

II. Governance and Administration of the Community Action Agency (CAA).

A. CONTRACTOR agrees to assign all rights and responsibilities to the Board of Multnomah County Commissioners pertaining to its current designation as governing board of the community action agency for a specified service area within the boundaries of the City of Portland, as defined under Title 42, Chapter 106, Section 9902 of the Federal Code and under ORS 184.802.

B. As a consequence, all revenue contracts between State of Oregon Community Services and CONTRACTOR shall be assigned, transferred to or renewed in favor of COUNTY as of the effective date of this contract. Such revenue contracts shall encompass all Community Service Block Grant (CSBG), Emergency CSBG, Emergency Shelter Grant Program, Low Income Energy Assistance Program (LIEAP), LIEAP Weatherization, U.S. and Oregon Departments of Energy Weatherization, Exxon Weatherization, Stripper Well Weatherization, State Homeless Assistance Program, and all related funds allocated by State Community Services for emergency basic needs and community action services in the incorporated and unincorporated areas of Multnomah County. Other revenue contracts of CONTRACTOR unrelated to these funds will remain unchanged.

C. By the terms of Multnomah County Resolution 88-25, the Board of County Commissioners (BCC) has agreed to accept the governing board designation assigned to it by CONTRACTOR for CONTRACTOR'S former service area. Subject to approval by State of Oregon Community Services, the BCC shall expand its current designation to become the governing board of a newly created countywide community action agency, and the final authority for community action services within the incorporated and unincorporated boundaries of Multnomah County.

D. The overall mission of the countywide community action agency (CAA) created as a result of these actions shall be to counteract the causes and effects of poverty in Multnomah County:

1. by increasing the availability of resources and opportunities for low income citizens to meet their basic needs, to improve their quality of life and to achieve self sufficiency; and

2. by promoting a more equitable distribution of resources and access to opportunities.

E. Pursuant to ORS 184.802, the Director's Office of the Department of Human Services shall be COUNTY's administrative authority for the CAA, with the Department acting as the contracting agent for Multnomah County. As such, CONTRACTOR shall be directly responsible to the Director's Office for administration, operation and subcontracting of CAA programs, with day-to-day administration vested in CONTRACTOR through this contract.

F. For the purposes of this agreement CONTRACTOR board shall perform two functions related to administration of the CAA:

1. as the incorporated board of directors of CONTRACTOR, the membership of which is appointed in accordance with CONTRACTOR's adopted by-laws to govern CONTRACTOR, and which is legally and fiscally responsible for operations of the private not-for-profit agency that contracts with COUNTY; and.

2. as the designated administering board for the CAA, which is appointed in accordance with provisions contained in Section III (C) of these Special Conditions to advise the CAA governing board, pursuant to ORS 184.802 and this contract.

III. Administering Board for the Community Action Agency (CAA).

A. Pursuant to its function as the administering board for the CAA, CONTRACTOR board agrees to the following provisions regarding the size and composition of the administering board:

1. The administering board shall consist of 33 members, who shall reflect the socio-economic, cultural, racial and geographic diversity of Multnomah County; and

2. Not less than one-third of the administering board members shall represent mid and east county; and

3. The composition of the administering board shall comply with the requirements of ORS 184.802 and applicable federal laws and regulations; and

4. One-third of the administering board members shall be elected officials currently serving or their designees, who represent a balance of municipal, County and State elected officials; and

5. One-third of the administering board members shall be members of business, industry, labor, religious, welfare, education or other major groups and interests in the community; and

6. One-third of the administering board members shall be representatives of the poor in the CAA's service area. Low income board members shall be of low income status at the time of selection, as defined by 125% of the federal poverty level; and

7. Every effort shall be made to insure that the Executive Committee of the administering board shall reflect the same representation as the overall board; and

8. CONTRACTOR shall amend its by-laws and articles of incorporation in accordance with the above provisions.

B. Before the end of the contract year, COUNTY and CONTRACTOR shall review both the size and composition of the administering board.

C. Pursuant to its function as the administering board for the CAA, CONTRACTOR board agrees to the following provisions regarding appointment of members to the administering board:

1. In accordance with Multnomah County Home Rule Charter, the County Chair shall appoint administering board members who are elected public officials, with the approval of the BCC; and

2. In accordance with Multnomah County Home Rule Charter, the County Chair shall appoint administering board members who represent business, industry, labor, religious, welfare, education or other major groups and interests in the community, with the approval of the BCC; and

3. The County Chair will consider recommendations from the administering board in making the above appointments; and

4. Appointments of low income administering board members shall be made by the administering board through democratic selection procedures adequate to assure that they are representatives of the poor as well as the cultural, racial and geographic diversity of the CAA's service area; and

5. A nominating committee of the administering board shall solicit nominations for low income board positions from agencies serving and groups representing the various low income constituencies of the service area, and through the local press and news media; and

6. The administering board will consider recommendations from the County Chair in making the above appointments.

D. Current board members of CONTRACTOR board shall be offered the opportunity to be appointed to the CAA administering board, in accordance with the above provisions, for the duration of their terms on CONTRACTOR board.

E. Pursuant to its function as the administering board for the CAA, CONTRACTOR board agrees to the following provisions regarding responsibilities and powers of the administering board:

1. The administering board shall be directly responsible to the BCC as the governing board of the CAA, pursuant to ORS 184.802; and

2. The BCC retains final authority for all policy decisions. In the event of a policy dispute between the administering board and COUNTY or the governing board, the Chair of the administering board, or the executive director of CONTRACTOR with the approval of the administering board, shall have the right to a hearing before the governing board at a regularly scheduled meeting of the BCC. The decision of the governing board shall be final; and

3. The administering board shall review and approve all program policy related to emergency basic needs and community action services; and

4. Program policy related to emergency basic needs and community action services which is approved by the administering board shall be consistent with the overall mission of the CAA as stated in Section II (D) of these Special Conditions, and shall be consistent with adopted policies of the BCC and established guidelines of COUNTY; and

5. In adopting policy for emergency basic needs and community action services, the governing board will consult with and consider recommendations from the administering board; and

6. COUNTY shall inform CONTRACTOR of potential policy decisions related to emergency basic needs and community action services at least one week in advance of the formal BCC meeting at which such potential decisions are scheduled for the BCC's regular agenda. In the event that such decisions are placed on the BCC's agenda through unanimous consent less than one week in advance of the formal meeting, COUNTY shall make every effort to notify CONTRACTOR prior to the meeting regarding the potential decision; and

7. The administering board shall select, appoint and dismiss the executive director of CONTRACTOR, with prior consultation of the DHS Director on hiring and firing. In addition, the County Chair shall appoint one out of five members to the hiring committee of the administering board; and

8. The administering board shall approve all contracts, grant applications and budgets of CONTRACTOR which relate to emergency basic needs and community action services, with prior consultation of COUNTY; and

9. The administering board shall monitor and evaluate the effectiveness and financial conditions of CAA programs; and

10. The administering board shall insure the effectiveness of community involvement in the CAA planning process by providing for the participation of subcontractors, other agencies, low income persons and other citizens in that process.

F. The administering board shall assume all other duties delegated to it by the BCC as the governing board of the CAA, provided such duties are funded.

IV. Delegate Agency Advisory Group.

A. CONTRACTOR shall amend its by-laws in order to formally recognize the Delegate Agency Advisory Group (DAAG) as a body that is advisory to CONTRACTOR.

B. Subcontracts of CONTRACTOR shall guarantee that any social service agency which has a subcontract with CONTRACTOR to provide emergency basic needs and/or community action services shall have a right to be a member of the DAAG. As a subcontract requirement, CONTRACTOR may stipulate agency participation in the DAAG for identified subcontractors.

C. The executive director of CONTRACTOR and the Chair of the administering board shall meet monthly with the DAAG.

D. Written reports from the DAAG shall be forwarded by CONTRACTOR to the administering board.

E. CONTRACTOR shall provide staffing support to the DAAG. The scope of this work shall be determined by CONTRACTOR in consultation with the DAAG by no later than September 30, 1988.

V. Functions of CONTRACTOR.

A. CONTRACTOR shall be charged with carrying out four major functions as the central administrative entity for the emergency basic needs and community action services system in Multnomah County:

1. Planning and evaluation, which includes strategic planning, service system design and resource planning; and

2. Resource management, which includes contract development, program monitoring and fiscal monitoring; and

3. Service coordination, which includes service development, service system management and services integration; and

4. Advocacy, which includes public education, resource mobilization and issue advocacy.

These functions are described in detail in Exhibit C.

B. CONTRACTOR shall amend its by-laws regarding the primary functions of CONTRACTOR in accordance with the above provisions.

C. Administrative functions centralized in CONTRACTOR shall be carried out in partnership with the FAC, with the DAAG, with other providers and with clients.

D. CONTRACTOR shall have no direct service functions for emergency basic needs and community action services. Direct services to individual clients shall be provided through subcontracts with social service providers, unless specific written approval has been granted by COUNTY to CONTRACTOR due to extenuating circumstances.

E. CONTRACTOR shall have no clearinghouse functions for emergency basic needs and community action services. Operation of clearinghouses shall be subcontracted to social service providers, unless specific written approval has been granted by COUNTY to CONTRACTOR due to extenuating circumstances.

F. All work performed by CONTRACTOR and subcontractors under this contract shall be in conformance with approved work plans and approved budgets.

G. Any specific objectives, expectations, reporting requirements and evaluation criteria for functions performed by CONTRACTOR under this FY 88-89 contract, which are in addition to those objectives, performance expectations, reports and criteria detailed below, shall be developed by COUNTY and CONTRACTOR in consultation with the FAC and the DAAG beginning with the effective date of this contract, and shall be finalized by no later than December 31, 1988.

H. CONTRACTOR shall cooperate in any evaluations of CONTRACTOR, subcontractors and the emergency basic needs and community action services system which are conducted by COUNTY solely or in cooperation with other funders, either directly or through independent consultants.

VI. Performance Expectations for CAA Planning and Evaluation Functions.

A. The overall performance of CONTRACTOR in carrying out planning and evaluation functions under this contract shall be evaluated on how well CONTRACTOR accomplishes the following objectives:

1. promotes informed policy development; and
2. provides centralized responsibility for needs assessment and planning; and
3. provides a capacity for effective evaluation; and
4. provides timely, complete and accurate plans and documents.

B. CONTRACTOR shall provide staff support to the Service Delivery Team which was appointed by the Emergency Basic Needs Committee (EBNC) in April 1988, in order to develop recommendations for the Funders Advisory Committee (FAC) by November, 1988 on implementation of EBNC's service delivery model.

ANNUAL COMMUNITY ACTION AGENCY PLAN

C. CONTRACTOR shall develop a Proposed FY 89-90 CAA Plan for emergency basic needs and community action services, incorporating recommendations of the Service Delivery Team which are adopted by the FAC. The Plan is to be approved by the CAA administering board and submitted to COUNTY no later than January 15, 1989. At a minimum this Proposed Plan shall provide a rationale for CONTRACTOR's Proposed FY 88-89 revenue and expenditure budget and shall address the following elements:

1. an assessment of needs for the provision of emergency basic needs and community action services in the various geographic areas throughout Multnomah County, and for the various special needs populations, including but not limited to needs for general emergency/community services, employment/income assistance services, energy/utility assistance services, food assistance services, homeless/housing assistance services, linkage services, transportation assistance services, and weatherization services; and
2. an analysis of the capacity of the service delivery system to address identified needs in the various geographic areas throughout Multnomah County, and of the various special needs populations; and
3. a listing of program policy decisions made by the administering board since the effective date of this contract; and
4. recommendations to the governing board for changes in adopted policies and programs and/or for new policies and programs; and
5. recommendations to the governing board for FY 89-90 goals, objectives, organization, service elements, and funding levels for the service delivery system. These recommendations shall address funds for emergency basic needs and community action services which are not currently channeled through CONTRACTOR as well as all subcontract funds passed through this and other revenue contracts held by CONTRACTOR; and

6. a recommended allocation plan and rationale, addressing issues of balance and equity, for distribution of FY 89-90 resources for emergency basic needs and community action services to the various geographic areas throughout Multnomah County, and for the various special needs populations; and

7. recommendations to the governing board for FY 89-90 goals, objectives, organization, service elements and funding levels for administration and operations of CONTRACTOR; and

8. a recommended FY 89-90 revenue and expenditure budget for the CONTRACTOR's administrative, operating and subcontract functions, in a format specified by COUNTY.

D. The Proposed FY 89-90 CAA Plan shall be developed by CONTRACTOR in consultation with the FAC and the DAAG. Prior to a presentation by the administering board to the BCC on the Proposed Plan, CONTRACTOR shall have held no less than one public meeting in each of the four County districts. The public and all subcontractors shall be notified of these public meetings at least 14 days in advance and have access to a copy of the Proposed Plan.

E. CONTRACTOR shall participate in hearings of the BCC which shall be held prior to April 1, 1989, regarding approval by the BCC of the Proposed Plan. Following BCC approval, CONTRACTOR shall participate in budget hearings of the BCC and in decision processes of other local funders regarding funding of the Approved Plan.

F. CONTRACTOR shall prepare an Adopted FY 89-90 CAA Plan following approval of the County Budget by the BCC and budget decisions of other local funders. The Adopted Plan shall be submitted by CONTRACTOR to COUNTY no later than June 1, 1989. The Adopted Plan shall contain all elements listed in (C) above, and include an approved FY 89-90 budget, CONTRACTOR's work plan for achieving adopted goals and objectives, and proposed performance indicators. The Adopted CAA Plan shall be the basis for the FY 89-90 contract between COUNTY and CONTRACTOR, and for CONTRACTOR's final budget in the contract.

ANNUAL CAA FINAL PERFORMANCE REPORT

G. CONTRACTOR shall prepare an FY 88-89 CAA Final Performance Report for emergency basic needs and community action services which addresses how accountability of the CONTRACTOR and the delivery system was provided to COUNTY, to other funders, to providers and to clients. This Final Report shall be approved by the administering board and be submitted by CONTRACTOR to COUNTY no later than September 30, 1989. The Final Report shall contain the following elements:

1. end-of-year narrative and statistical summaries of performance by CONTRACTOR, incorporating the evaluation criteria established in this contract in the areas of planning and evaluation, resource management, service coordination and advocacy; and

2. end-of-year narrative and statistical summaries of performance by all subcontractors under this contract, incorporating evaluation criteria established in this contract and CONTRACTOR's subcontracts for various service elements; and

3. formal evaluations of the performance of subcontractors; and.

4. a cumulative listing of program policy decisions made by the administering board during the contract year; and

5. recommendations to the governing board for changes in adopted policies and programs and/or for new policies and programs.

H. The Final Report shall be presented by the administering board to the BCC following submission to COUNTY. Information in the Report may be used by the BCC to amend the Adopted FY 89-90 CAA Plan, and shall be used by CONTRACTOR in developing the Proposed FY 90-91 CAA Plan.

VII. Performance Expectations for CAA Resource Management Functions.

A. The overall performance of CONTRACTOR in carrying out resource management functions under this contract shall be evaluated on how well CONTRACTOR accomplishes the following objectives:

1. provides a single conduit for public resources; and
2. promotes ease in tracking and in monitoring of funds; and
3. insures the efficient use of administrative, operating and subcontracted funds under this contract; and
4. provides timely, complete and accurate reporting.

PROGRAM AND EXPENDITURE REPORTS

B. Unless otherwise required in this contract or by a funding source, CONTRACTOR shall provide monthly program and expenditure reports to COUNTY by the 30th of the month following for all administrative, operating and subcontract funds under this contract. The first monthly report for July 1988 shall be submitted by August 30, 1988. Monthly reports for CONTRACTOR and identified subcontractors shall be submitted on forms specified by COUNTY, to be developed in consultation with CONTRACTOR.

C. Unless otherwise required in this contract or by a funding source, CONTRACTOR shall provide quarterly reports to COUNTY within 45 days from the close of each quarter for all administrative, operating and subcontract funds under this contract. Quarterly reports shall compare program performance to annual performance expectations and actual expenditures to annual budget, and shall detail progress toward meeting contract objectives. The first quarterly report for the July to September quarter shall be submitted by November 14, 1988. Quarterly reports for CONTRACTOR and identified subcontractors shall be submitted on forms specified by COUNTY, to be developed in consultation with CONTRACTOR.

CONTRACT MONITORING

D. CONTRACTOR shall develop an individual program monitoring plan and a monitoring schedule for each subcontractor under this contract, beginning with the effective date of this contract. The plan and schedule shall be completed by no later than September 30, 1988. The monitoring plan shall involve performance of on-site monitoring visits for each subcontractor no less than one time in FY 88-89, or more frequently if required by a funding source, or as determined by CONTRACTOR in reviewing the program or fiscal performance of the subcontractor.

E. CONTRACTOR shall make and document reasonable efforts to coordinate monitoring schedules and to perform joint monitoring visits with City, County voluntary and private funding sources which have not channeled FY 88-89 funds for emergency basic needs and community action services through CONTRACTOR, and which have subcontractors in common with CONTRACTOR. These efforts shall include but not be limited to such funds as may be directly contracted by the Multnomah County Departments of Environmental Services, Human Services and Justice Services.

F. At least one on-site monitoring visit shall include a standard monitoring survey and contract compliance review, a fiscal review if deemed appropriate by CONTRACTOR, client case reviews, line staff surveys, client interviews and an exit interview. Monitoring shall include the provision of technical assistance to subcontractors to facilitate contract compliance. Program and fiscal monitoring procedures and site review forms shall be developed in consultation with COUNTY, other funders and the DAAG beginning with the effective date of this contract. Procedures and forms shall be completed by no later than September 30, 1988.

G. CONTRACTOR shall complete site review reports for each site visit, including but not limited to findings and suggested corrective action plans. CONTRACTOR shall develop procedures for the preparation and approval of corrective action plans in consultation with COUNTY, other funders and the DAAG, beginning with the effective date of this contract. Procedures shall be completed by no later than September 30, 1988.

H. CONTRACTOR shall provide a monthly contract monitoring summary to COUNTY by the 30th of the month following monitoring visits.

I. CONTRACTOR shall provide brief quarterly narrative program monitoring and contract reconciliation reports to COUNTY by the 45th day following close of each quarter, beginning with the first quarter ending September 30, 1988.

OTHER REPORTS AND NOTICES

J. CONTRACTOR shall provide work plans and other reports to COUNTY, which are to be submitted to the State of Oregon on a monthly, quarterly or other basis, on a schedule which COUNTY shall determine in consultation with CONTRACTOR and State Community Services by no later than September 30, 1988. This schedule shall specify the number of working days before the due date established by SCS by which reports are to be submitted to COUNTY, unless prior approval has been granted by COUNTY due to extenuating circumstances.

K. CONTRACTOR shall submit to COUNTY a prior notification of intent to apply for funds at least 14 days before submission of any grant application by CONTRACTOR for emergency basic needs or community action services funds which could result in revenue contracts with COUNTY, in order for the Director to request timely approval by the BCC. In the event of documented extenuating circumstances, COUNTY may accept a notice of intent with less than the required 14 days notice prior to submission of the grant application.

VIII. Performance Expectations for CAA Service Coordination Functions.

A. The overall performance of CONTRACTOR in carrying out service coordination functions under this contract shall be evaluated on how well CONTRACTOR accomplishes the following objectives:

1. promotes integration of service networks through coordinating both the delivery of services and the development of new service elements within the emergency basic needs and community action services system; and

2. promotes the integration of the emergency basic needs and community action services system with other social and health service systems; and

3. provides timely, complete and accurate reporting.

B. CONTRACTOR shall develop a work plan for service coordination activities in consultation with COUNTY, the FAC and the DAAG, beginning with the effective date of this contract. This work plan shall address the provision of technical assistance to subcontractors and other providers in carrying out service coordination functions.

C. The service coordination work plan shall be submitted by CONTRACTOR to COUNTY by no later than December 31, 1988. COUNTY shall approve or modify this work plan within 15 days of submission.

D. CONTRACTOR shall cooperate with programs of DHS and other Departments of Multnomah County in carrying out service coordination functions. This cooperation shall include reasonable participation in task forces and other activities intended to streamline communications with providers, to coordinate and simplify reporting requirements, to coordinate planning efforts, to minimize duplication of services, to promote both service network and service system integration and to develop a continuum of services. Potential areas of cooperation include services to the chronically mentally ill, to substance abusers, to youth and to corrections clients, and services funded by Community Development Block Grant (CDBG) funds. The degree of participation in such efforts shall be determined through consultation between COUNTY and CONTRACTOR.

E. CONTRACTOR shall provide brief quarterly narrative reports of service coordination activities to COUNTY by the 45th day following the close of each quarter, beginning with the first quarter ending September 30, 1988. Such reports shall include accomplishments for the quarter and an analysis of barriers to improved coordination.

IX. Performance Expectations for CAA Advocacy Functions.

A. The overall performance of CONTRACTOR in carrying out advocacy functions under this contract shall be evaluated on how well CONTRACTOR accomplishes the following objectives:

1. provides a central focus for advocacy regarding emergency basic needs and community action services; and

2. provides timely, complete and accurate reporting.

B. CONTRACTOR shall develop a work plan for advocacy activities in consultation with COUNTY, the FAC and the DAAG, beginning with the effective date of this contract. This work plan shall address the provision of technical assistance to subcontractors and other providers in carrying out advocacy functions.

C. The advocacy work plan shall be submitted by CONTRACTOR to COUNTY by no later than December 31, 1988. COUNTY shall approve or modify this work plan within 15 days of submission.

D. CONTRACTOR shall provide brief quarterly narrative reports of advocacy activities to COUNTY by the 45th day following the close of each quarter, beginning with the first quarter ending September 30, 1988. This report shall include accomplishments to date and an analysis of barriers to more effective advocacy efforts.

X. Fiscal Year.

A. CONTRACTOR shall convert to a July 1 to June 30 fiscal year, with an effective date of July 1, 1988.

B. CONTRACTOR shall provide a close-out Financial Statement to COUNTY for the period ending June 30, 1988, by no later than August 30, 1988. This Statement shall accurately identify carry over balances by service element and revenue type for all revenue contracts assigned to COUNTY by CONTRACTOR effective July 1, 1988.

C. CONTRACTOR shall provide an agencywide audit to COUNTY for the period from January 1, 1988 to June 30, 1988, by no later than November 28, 1988. This audit shall be paid for out of funds allocated for audits in the approved FY 88-89 Budget. With the audit, CONTRACTOR shall provide to COUNTY a reconciliation, as necessary, between the June 30, 1988 Financial Statement and the findings of the audit, by service element and revenue type.

D. CONTRACTOR shall provide an agencywide audit to COUNTY for the period from July 1, 1988 to June 30, 1989, by no later than November 28, 1989. This audit shall be paid for out of funds allocated for audits in the approved FY 88-89 Budget. With the audit, CONTRACTOR shall provide to COUNTY a reconciliation, as necessary, between reimbursements provided by COUNTY to CONTRACTOR during the fiscal year period and the findings of the audit, by service element and revenue type.

XI. Budget and Reimbursement.

A. CONTRACTOR shall be reimbursed for administration and for operations of the community services and weatherization programs on the basis of the negotiated and approved line item budget and personnel detail in Exhibit E.

B. CONTRACTOR shall not create or delete a position in the approved budget, not alter the full time equivalency of an approved position, without prior consultation of COUNTY.

C. All reimbursements under this contract shall be for eligible activities and expenditures for the identified service element and revenue type. Each service element and revenue type under this contract has distinct budgetary requirements and a funding cap which cannot be exceeded. Any expenditures or performance by CONTRACTOR or subcontractors which exceeds the separate funding cap for a service element and/or revenue type are CONTRACTOR's sole responsibility and shall not entitle CONTRACTOR to additional reimbursements. Any underexpenditure in one service element and/or revenue type cannot be used to fund an overexpenditure in another service element or revenue type.

D. CONTRACTOR shall not transfer COUNTY funds designated for subcontracts to other budget line items. CONTRACTOR shall not transfer funds among the three categories in the approved budget of Personnel Services, Materials and Services and Capital Outlay, without prior written approval of COUNTY.

E. Capital outlay is allowable only with prior approval of COUNTY, and with prior State approval if federal or state funds are involved. Purchase of any single non-expendable item for over \$100 which has a life expectancy of over one year shall be considered capital outlay. Approved capital outlay purchases shall require solicitation, documentation and retention of three bids before CONTRACTOR may execute the purchase.

F. CONTRACTOR shall inform COUNTY in writing and in advance of receipt of any additional non-County funds not projected in the approved budget which could or will have an impact on the quality or cost of providing any services under this contract, including grants, fees, rebates, and reimbursement for administrative overhead.

G. COUNTY and CONTRACTOR agree to review the approved budget and associated performance expectations, and to renegotiate the budget and expectations as may be mutually agreed, in the event of external factors which impact revenues for this contract, including but not limited to:

1. if revenues which could be available for administration and operations of CONTRACTOR exceed projections in the approved budget.

2. if revenues which are available for administration and operations of CONTRACTOR fall short of projections in the approved budget.

3. if new revenues for subcontracts which exceed projections in the approved budget are added to this contract.

H. COUNTY reserves the right to charge indirect fees at a 0.7 % pass through rate for federal and state funds per COUNTY's indirect cost recovery policy, when such fees are an eligible reimbursement under the grant. This provision shall not apply to existing contracts assigned to COUNTY by CONTRACTOR to be effective July 1, 1988.

I. CONTRACTOR shall anticipate, in preparing a proposed budget to submit as part of the Proposed FY 89-90 CAA Plan in accordance with Section VI of these Special Conditions, that no more than 15% of federal and state funds may be retained by CONTRACTOR for administration and community services program operations which otherwise could be available to subcontractors for direct service and clearinghouse functions, and no more than 25% of federal and state funds may be retained by CONTRACTOR for administration and weatherization program operations which would otherwise be available for weatherization services.

XII. Payments.

A. COUNTY shall issue one-month allotments to CONTRACTOR of one twelfth (1/12) of annual contract amounts by the 10th of the month. Unless otherwise specified by a funding source or by COUNTY for an identified service element, this procedure will apply to all annually budgeted administration, operating and subcontract funds under this contract, except fee-for-service subcontracts. Issuance of monthly allotments shall be subject to timely submission of accurate expenditure reports for the preceding month, beginning in the second month of the contract. If cumulative reported expenditures are less than cumulative payments for the same period, the next month's payment shall be adjusted accordingly.

B. Revenues for service elements which must be expended prior to the expiration date of this contract shall be paid out to CONTRACTOR by the 10th of the month in monthly allotments which correspond to the total amount of the contract divided by the number of months in the revenue contract with COUNTY.

C. Allotments will be adjusted for increases or decreases in annual contract amounts when contract amendments are fully executed by both CONTRACTOR and COUNTY.

D. Fee-for-service subcontracts will be reimbursed within 10 working days of receipt by COUNTY of CONTRACTOR billing for documented expenditures.

E. Any one-time-only start up or approved capital outlay funds so identified in the budget for this contract shall be paid in two installments: a 90% lump sum of such funds shall be paid at the beginning of the contract period within 10 working days of written request from CONTRACTOR and approval by COUNTY; the remaining 10% shall be paid within 10 working days of receipt and approval by COUNTY of itemized expenditure documentation for the the entire contracted amount.

F. For specified revenue types or for identified line items in the approved budget, CONTRACTOR may request approval for COUNTY or COUNTY may otherwise determine to provide a lump sum payment to CONTRACTOR.

G. Delinquent program, audit and/or financial reports for any service element or revenue type may result in withholding of all payments due to CONTRACTOR for all revenue types and service elements in this contract, until such time as the delinquency is corrected.

XIII. Subcontracts.

A. CONTRACTOR shall enter into master contracts with subcontractors which shall combine into a single contract all service elements and revenue types for provision of emergency basic needs and community action services through that subcontractor. However, CONTRACTOR may allow existing contracts with subcontractors for LIEAP to continue in effect until expiration.

B. Unless otherwise specified by a revenue source or by COUNTY, all subcontracts except fee-for-service subcontracts shall be for a 12 month service period from July 1, 1988, to June 30, 1989.

C. Unless otherwise specified in this contract, performance expectations for direct service and clearinghouse functions performed by all subcontractors under this FY 88-89 contract shall be developed by CONTRACTOR in consultation with COUNTY, the FAC and the DAAG beginning with the effective date of this contract. These performance expectations shall be completed by no later than December 31, 1988. Expectations shall include service objectives, evaluative criteria encompassing outcome measures and indicators of the subcontractor's accountability to CONTRACTOR and to clients, and reporting requirements.

XIV. Subcontract Awards.

A. Subcontractors may be not-for-profit or proprietary organizations.

B. With prior consultation of COUNTY, CONTRACTOR may renew FY 87-88 direct service and clearinghouse subcontracts for FY 88-89, with an effective date of July 1, 1988 when executed prior to July 1 or otherwise with written approval of COUNTY.

C. CONTRACTOR shall enter into a subcontract for FY 88-89 with the reconfigured not-for-profit Multnomah County Community Action Agency (MCCAA), incorporated as Human Solutions Inc. (HSI). The subcontract shall be effective upon the spin off date of MCCAA from COUNTY. This subcontract with HSI shall contain such protections for HSI as are stipulated by COUNTY and as are in accordance with State statutes. Any financial burden imposed upon CONTRACTOR by these protections shall be paid for by COUNTY. The Letter of Agreement between COUNTY and HSI, Exhibit A, is hereby made part of this contract by reference.

D. Subject to satisfactory contract compliance by HSI, CONTRACTOR's subcontract with HSI shall pass through intact all FY 88-89 subcontract funds so designated by COUNTY. In addition, COUNTY has directly advanced a County General Fund appropriation of \$152,446 to HSI by means of the Letter of Agreement, as a one-time-only procedure in order to ensure orderly start-up and adequate cash flow for the new not-for-profit. The reporting and accounting requirements for this advance payment, as a 12 month revenue to HSI for emergency/community services, shall be the responsibility of CONTRACTOR as part of its subcontract with HSI, and shall be reflected in the subcontract. Any future CGF allocations to HSI shall be passed through CONTRACTOR.

E. CONTRACTOR shall utilize procedures for letting new subcontracts for direct service functions, clearinghouse functions and other activities under this contract that are in full compliance with applicable federal and state laws and regulations. CONTRACTOR shall develop and formalize such purchasing procedures in consultation with COUNTY and other funders beginning with the effective date of this contract. These procedures shall be completed by no later than December 31, 1988. The procedures shall include provisions that all subcontracts shall be awarded through competitive process, and that the administering board or a designated screening committee shall evaluate potential contractors using evaluation criteria specified in that process.

F. The Proposed FY 89-90 CAA Plan developed by CONTRACTOR in accordance with Section VI of these Special Conditions shall anticipate that all funds made available for direct service and clearinghouse functions under the FY 89-90 contract shall be awarded through competitive processes employing the procedures described above.

XV. Subcontractor Grievance Procedures.

A. A subcontractor which is aggrieved by an action or decision of the executive director of CONTRACTOR shall have a right to appeal that action or decision by providing a written notice of appeal to the Chair or Secretary of the administering board within 30 days of first knowledge of the action or decision. The request for an appeal must state the issue under dispute and the grounds for appeal.

B. Within 25 working days of receipt of the appeal, the administering board shall provide an opportunity for a hearing by the aggrieved party before the full board. The administering board shall decide the issue within a time frame agreed to with the aggrieved party and in no case later than 30 days from the presentation of the appeal to the board. If the matter has such immediate fiscal consequences or is of such fiscal or service urgency that the agency or clients will suffer irreparable harm by such delay, the Chair of the administering board shall schedule a hearing before the full Board within 5 days of receipt of the written appeal. In such circumstances, within 5 days from the date of the hearing the administering board shall make its decision.

C. The administering board's decision shall be a formal board action and shall be in writing, stating reasons for the decision.

D. Within 30 days of being notified of the administering board's decision, an aggrieved subcontractor may appeal the decision to the governing board through a written request to the DHS Director. A copy shall be provided by the aggrieved party to CONTRACTOR. The request shall state the grounds for appeal of the administering board's decision.

E. The decision of the governing board may be made with or without conducting a formal appeal hearing, and shall be communicated in writing from the Director to CONTRACTOR and the aggrieved party no later than 30 days from the Director's receipt of the appeal request. The decision of the administering board shall be upheld by the governing board except in the following circumstances:

1. The administering board's decision is in conflict with policies adopted by the governing board; or

2. There has been an abuse of discretion by CONTRACTOR and/or the administering board; or

3. CONTRACTOR and/or the administering board has committed a procedural error in failing to follow its administrative procedure. In the case of a procedural error alone, the governing board shall remand the decision back to the administering board to be corrected.

XVI. Subcontractor Payments.

A. CONTRACTOR shall issue one month allotments to subcontractors of one twelfth (1/12) of annual subcontract amounts by the 15th of the month. Unless otherwise specified by a revenue source or specified or approved by COUNTY for an identified service element or revenue type, this procedure shall apply to all subcontract funds under this contract, except fee for-service contracts. Issuance of monthly allotments shall be subject to timely submission of accurate expenditure reports for preceeding month, beginning in the second month of the contract. If cumulative reported expenditures are less than cumulative payments for the same period, the next month's payment shall be adjusted accordingly.

B. Revenues for service elements which must be expended prior to the expiration date of this contract shall be paid out to the subcontractor by the 15th of the month in monthly allotments which correspond to total amount of the contract divided by the number of months in the revenue contract with COUNTY.

C. Fee-for-service subcontracts shall be reimbursed by CONTRACTOR within five working days of receipt of payments from COUNTY to CONTRACTOR for documented subcontractor expenditures.

D. For specified revenue types or for identified line items in the approved budget, subcontractor may request approval of CONTRACTOR and COUNTY or COUNTY may otherwise determine to allow CONTRACTOR to provide a lump sum payment to subcontractor.

XVII. Emergency/Community Services.

A. CONTRACTOR shall insure that all emergency basic needs and other community action activities funded by Community Service Block Grant (CSBG) funds and County General Funds (CGF), which are performed under this contract by CONTRACTOR and subcontractors, shall be performed in accordance with approved work plans and budgets, State Community Services (SCS) and COUNTY specifications, OAR 410-60-000 et seq and applicable federal laws and regulations, including the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35 as amended).

B. CONTRACTOR shall determine subcontractor performance expectations for emergency basic needs and other community action services funded by CSBG and CGF funds in consultation with COUNTY and the DAAG beginning with the effective date of this contract. These expectations shall be completed by no later than September 30, 1988.

XVIII. Energy/Utility Assistance Services.

A. CONTRACTOR shall insure that all energy assistance activities funded by the Low Income Energy Assistance Program (LIEAP), which are performed under this contract by CONTRACTOR and subcontractors, shall be performed in accordance with approved work plans and budgets, SCS and COUNTY specifications, OAR 410-60-000 et seq. and applicable federal laws and regulations, including the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35 as amended).

B. CONTRACTOR shall determine subcontractor performance expectations for energy/utility assistance services funded by LIEAP in consultation with COUNTY and the DAAG beginning with the effective date of this contract. These expectations shall be completed by no later than December 31, 1988.

XIX. Homeless/Housing Assistance Services.

A. CONTRACTOR shall insure that all homeless/housing assistance activities funded by Community Services Block Grants (CSBG), County General Funds (CGF), Emergency Community Services Block Grants (ECSBG), the Emergency Shelter Grant Program (ESGP), or the State Homeless Assistance Program (SHAP), which are performed under this contract by CONTRACTOR and subcontractors, shall be performed in accordance with approved work plans and budgets, SCS and COUNTY specifications, OAR 410-60-000 et seq. for CSBG and ECSBG funds, OAR 410-100-000 et seq. for SHAP funds and applicable federal laws and regulations, including the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35 as amended).

B. CONTRACTOR shall insure that all work and activities funded by the Emergency Shelter Grant Program shall be performed in accordance with the provisions of Part C of Title V of HUD's appropriation for the Fiscal Year 1987, Section 101(g) P.L. 99-500 and the regulation contained in 24 CFR 575 and, particularly, the Debarred Contractors provisions contained in 24 CFR 575.59 (f) as amended, and the Federal Labor Standard Act. It is also understood and agreed upon that any structure(s) being rehabilitated or otherwise funded under this contract will be used as shelter(s) for homeless individuals for three (3) years subsequent to the execution of this contract. If the shelter use of the referenced structure(s) is less than three (3) years, COUNTY shall recover the grant funds on a pro-rata basis based on the actual amount of time the structure(s) was used as a shelter facility.

C. CONTRACTOR shall determine subcontractor performance expectations for homeless/housing assistance services funded with CSBG, CGF, ECSBG, ESGP, and SHAP funds in consultation with COUNTY and the DAAG beginning with the effective date of this contract. These expectations shall be completed by no later than September 30, 1988.

D. Quarterly reports for both FFY 87 and 88 ESGP funds shall be filed by the 10th day of the month following the end of each calander quarter. A final report will be due 10 days after all rehabilitation work is completed or otherwise after the contract period is completed.

XX. Linkage Services.

A. CONTRACTOR shall insure that all linkage services activities funded by County General Funds (CGF), which are performed under this contract by subcontractors, shall be performed in accordance with the EBNC Linkage Services Advisory Group Report definition, goals and standards for Level III Linkage Services, detailed in Exhibit D, and with COUNTY specifications.

B. Unless otherwise approved by COUNTY, CGF for linkage services shall be subcontracted at \$10 per hour of client related services for the provision of Level III case planning, intervention and monitoring services by a dedicated staff position. Allowable expenditures under these subcontracts may include direct program costs (personnel, materials and services) and a maximum of 10% for administrative overhead.

C. CONTRACTOR shall determine subcontractor performance expectations for linkage services funded by CGF in consultation with COUNTY and the DAAG beginning with the effective date of this contract. Those expectations shall be completed by no later than September 30, 1988.

XXI. Weatherization Services.

A. Subject to approval by State Community Services, CONTRACTOR shall act as the designated agent of COUNTY for administration and operations of weatherization services programs in the incorporated and unincorporated boundaries of Multnomah County.

B. CONTRACTOR shall insure that all weatherization program activiites funded by EXXON Overcharge funds (EXXON), LIEAP Weatherization funds, Oregon Department of Energy (ODOE) funds, Stripper Well funds and U.S. Department of Energy (USDOE) funds, which are performed under this contract by CONTRACTOR and subcontractors, shall be performed in accordance with approved work programs and budgets, State Community Services and COUNTY specifications, OAR 410-60-000 et seq., and current Oregon DOE and/or LIEAP State Plan(s) which are hereby incorporated by reference and made part of this agreement.

C. CONTRACTOR and all weatherization subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including but not limited to:

- 10 CFR 600.103 - Cost Determination
 - 10 CFR 600.104 - Responsible Applicant
 - 10 CFR 600.105 - Special Restrictive Conditions of the Award
 - 10 CFR 600.107 - Cost Sharing
 - 10 CFR 600.109 - Financial Management Systems
 - 10 CFR 600.110 - Cash Depositories
 - 10 CFR 600.111 - Bonding and Insurance
 - 10 CFR 600.112 - Payment
 - 10 CFR 600.113 - Program Income
 - 10 CFR 600.114 - Budget and Project Revisions
 - 10 CFR 600.115 - Performance Reports
 - 10 CFR 600.117 - Property Management
 - 10 CFR 600.119 - Procurement Under Grants and Subgrants
 - 10 CFR 600.120 - Audit Requirements
 - 10 CFR 600.124 - Record Retention Requirement
- Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)
OAR 410-50--000 through 410-50-030

The US DOE statement of assurances (OMB No. 1901-0247) detailed in Exhibit B, which shall be signed by CONTRACTOR and all subcontractors, and which is hereby incorporated by reference and made part of this agreement.

D. All income that is generated by or attributable to federal weatherization funds, including grants, fees and rebates to CONTRACTOR or subcontractors, shall be identified and segregated for expenditures relating to federal weatherization programs. Expenditures are to be made within the grant year earned.

E. Unless disallowed by State Community Services, CONTRACTOR shall pass through intact in the CONTRACTOR'S subcontract with HSI, referenced in Section XIV of these Special Conditions, all weatherization funds for the period from July 1, 1988 to March 31, 1989 so designated by COUNTY, subject to satisfactory contract compliance by HSI.

F. CONTRACTOR shall determine subcontractor performance expectations for weatherization services funded by federal and state funds in consultation with COUNTY, and also with HSI for its service area, beginning with the effective date of this contract. These expectations shall be completed by no later than September 30, 1988.

G. Monthly reports for all weatherization funds, certified by CONTRACTOR'S executive director, shall be provided to COUNTY by the 7th day of each month following, on standard reporting forms provided by the State.

H. The Proposed FY 88-89 CAA Plan submitted by CONTRACTOR to COUNTY in accordance with Section VI of these Special Conditions shall contain recommendations for the organization of weatherization services programs as of April 1, 1989, including administration, operations and service delivery. Those recommendations shall be developed in consultation with HSI and other subcontractors, and shall specifically consider the comparative cost effectiveness of providing weatherization services through subcontracts with proprietary organizations vs. not-for-profit agencies.

XXII. Contract Renewal.

A. COUNTY stipulates that CONTRACTOR shall be a sole source provider for the services detailed in this contract, and qualifies for an exemption from the competitive request for proposal (RFP) process pursuant to Multnomah County Administrative Procedure No. 2703. This exemption is based upon the following findings:

1. CONTRACTOR is the only agency with a board of directors which meets the statutory and geographical requirements set forth in ORS 184.802 for an administering board to administer programs of this nature and scope; and

2. CONTRACTOR board is currently serving the Portland Metropolitan area, and a reconfiguration of this board as specified in this contract could immediately implement the services required by COUNTY; and

3. At this time, no other agency could organize, elect officers, or provide continuity of emergency basic needs and community action services.

B. This contract will be renewed annually for a maximum of four additional years subject to:

1. continuing satisfactory contract compliance, including compliance with all approved work programs and approved budgets, accomplishment of contract objectives and maintaining required community accountability and involvement; and

2. continuing compliance with applicable federal, State and County laws and regulations; and

3. continuing submission of timely, true, accurate and complete reports; and

4. continuing evidence of satisfactory audits indicating appropriate fiscal administration necessary for carrying out this contract; and

5. continuing availability of federal, State and local funds to CONTRACTOR through this and other contracts, exclusive of County General funds, such as are necessary for carrying out the terms of this contract.

XXIII. Corrective Actions.

A. Upon written notification by COUNTY of a finding of failure to satisfactorily comply with contract expectations, CONTRACTOR shall submit a Corrective Action Plan to COUNTY within ten working days. COUNTY will provide such notification to the executive director of CONTRACTOR and the Chair of the administering board. COUNTY will, in writing, approve, modify or disapprove a Corrective Action Plan submitted by CONTRACTOR within five working days following its receipt.

B. A continuing finding of unsatisfactory contract compliance 30 days after approval by COUNTY of CONTRACTOR'S Corrective Action Plan shall result in a requirement for development by CONTRACTOR of a second Corrective Action Plan. A continuing finding of unsatisfactory contract compliance 60 days after initial approval by COUNTY of CONTRACTOR'S Corrective Action Plan shall be grounds for termination of the contract, unless otherwise addressed in an approved corrective action plan.

XXIV. Appeal of Termination.

A. Termination of this agreement by COUNTY, in whole or in part, with 30 days written notice to CONTRACTOR as provided for in Section XXIV of the General Conditions shall be for cause, which may include but not be limited to:

1. Failure to fulfill obligations under this agreement including compliance with federal regulations, Oregon Administrative Rules, approved work plans and approved budgets.

2. Submission of reports that are untimely, fraudulent, incorrect or incomplete.

3. All other conditions cited in Section XXIV of the General Conditions.

B. In the event that CONTRACTOR is aggrieved upon receipt of a written notice from the COUNTY to CONTRACTOR of a 30 day termination or immediate termination of this contract, CONTRACTOR shall have a right to a hearing before the BCC as the CAA governing board. The request for such a hearing must be submitted in writing to the Director within 10 days of CONTRACTOR's receipt of the written notice of termination, and must state the specific grounds for the appeal. The hearing shall be conducted at a regularly scheduled meeting of the BCC within 20 days of CONTRACTOR's request for a hearing.

C. The decision of the governing board regarding an appeal by CONTRACTOR of the termination of this contract shall take the form of a formal Board action and shall be in writing. In the case of contract termination, the governing board's decision shall be subject to binding arbitration in the same manner as disputes between Local Governments and a State agency are subject to arbitration under ORS 190.710 et seq.

D. Agreement notices and response times for a decision under binding arbitration shall be reasonable under the circumstances, and the arbitrator shall be the ultimate decider of the reasonableness of all time requirements.

E. The decision of the arbitrator shall be final. Both parties hereby agree that neither issues arbitrated nor the arbitrator's decision shall be subject to litigation.

XXV. Agency Name.

A. CONTRACTOR shall change its name in accordance with its new countywide responsibilities as the central administrative agency for the emergency basic needs and community action services system.

B. CONTRACTOR shall amend its by-laws and articles of incorporation accordingly to reflect its new name.

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

APPROVED:

COMMUNITY ACTION AGENCY OF PORTLAND
OR ITS SUCCESSOR
812 S.W. Washington, Suite 300
Portland, OR 97205

MULTNOMAH COUNTY
DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

By _____
Agency Executive Director Date

By _____
Community Services Program Date

By _____
Agency Board Chairperson Date

By _____
Director Date
Department of Human Services

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

DRAFT #5 6/20/88

LETTER OF AGREEMENT

- PARTIES:
- Multnomah County by and through the Social Services Division, Department of Human Services, hereinafter referred to as "COUNTY" and Human Solutions, Inc., hereinafter referred to as "HSI".
- PURPOSE:
- To establish the conditions of the transfer, effective 7/1/88, of those [certain] services, employees and funding presently operating as the County program called Multnomah County Community Action Agency, (MCCAA) from County operation to HSI.
- FUNDING:
- For the Fiscal Year 1988-89, COUNTY agrees that all State CSBG, LIEAP, LIEAP Weatherization, DOE, EXXON and Youth Conservation Corps funds [otherwise dedicated] previously allocated to MCCAA[, together with \$152,446 in County General Funds,] will [transfer] be subcontracted to HSI through the [newly formed county-wide Community Action Agency] successor to the Community Action Agency of Portland (CAAP). County agrees that it will pass these funds on intact [It is agreed that funds will be passed through intact] - no direct, indirect or administrative costs will be withheld and County will pass this requirement on to CAAP's successor. [by the County or the newly formed Community Action Program].
 - Both parties agree that this agreement is subject to the availability of Federal, State and Local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY will notify HSI as soon as notification is received from the fund source.
 - COUNTY has allocated \$152,446 to the operation of programs to be provided by HSI for the FY 1988-89. This is a twelve month allocation; however, on July 1, 1988 COUNTY will advance to HSI the entire \$152,446 so that HSI may immediately begin business with adequate cash-flow. Any future CGF allocations to HSI will be passed through CAAP's successor as part of the subcontract agreement between HSI and CAAP's successor. The reporting and accounting requirements for this advance payment made by COUNTY will be included in and made part of that subcontract agreement. These CGF dollars include \$38,856 of one-time-only support and \$113,590 [base operating] operational support. Of the [base] operational support, \$42,280 [of] is allocated to direct services [support] and \$75,877 [of] is for administration [administrative support].

- Both parties understand COUNTY will eliminate the one-time-only funding for HSI in the second year and that it is COUNTY'S intent to reduce County General Fund support specific to HSI in the second and subsequent years of transfer in favor of providing equal CGF support to all areas of the County [so as to reduce and eventually eliminate the General Fund subsidy]. HSI agrees to engage in fund raising activity in an effort to offset any CGF reductions.

EMPLOYEE
ASSURANCES:

- HSI agrees, to the extent it is legally obligated, to conform to Oregon Revised Statutes 236.610 through 236.650 in the management of its personnel policies and procedures with regard to County employees transferred to HSI pursuant to this agreement.
- COUNTY [agrees to the transfer of employees] employees shall be transferred subject to the HSI classifications, salaries, benefits and personnel policies attached to this agreement.
- HSI agrees that it will not discriminate in hiring employees or providing services on the basis of race, color, religion, sex, ethnicity and pursuant to federal requirements, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance."

SPACE:

- COUNTY agrees to lease to HSI space at the facility formerly known as the David Douglas Administration Building at 2900 S.E. 122nd pursuant to the attached lease agreement. It is [further agreed] County's intent that the rent charged will be no greater than that which would have been charged if HSI were still a County program. (Add agreement to include escape clause for HSI to terminate with reasonable notice.)
- Both parties agree to negotiate a lease for rental of the space that includes but is not limited to: cost per square foot of space, including maintenance costs; term of agreement; payment provisions; conditions of termination or modification and any special requirements.
- [County agrees that any portion of lease costs rebated to the County by the David Douglas School District in exchange for improvements made to the building with any portion of CDBG funds set aside in 1985 for the mid-county community center project shall be rebated to HSI in direct proportion to the amount of space occupied by HSI relative to the total amount of space leased by the County in the current lease year.]
- [County agrees to remodel and furnish the space according to the plans developed by Bainbridge and Associates and approved by County Facilities Management and HSI. Such improvements will include, but are not limited to, carpeting and painting of space occupied by HSI, installing a central air conditioning system for the HSI portion of the building, providing modular Herman Miller panels adequate to provide individual space for all HSI employees, and insuring an adequate supply of heat, light and

EQUIPMENT:

- COUNTY agrees to transfer to HSI all goods and expendable supplies which are onsite at current MCCAAs facilities or are receivable upon the effective date of this agreement.
- COUNTY agrees to transfer all equipment presently used in the operation of the transferred programs and services. Equipment is identified in the inventory attached to this agreement.
- HSI agrees that, if it ceases to continue providing community action and emergency services within Multnomah County, all transferred equipment will revert to the County and/or the State for disposition.
- [HSI agrees to keep the equipment in a state of good repair at its own expense.]
- [HSI agrees that all items transferred will be used for the purposes of the agreement ... (security interest language to be substituted for this).]

VEHICLES:

- COUNTY agrees to transfer all vehicles purchased with program funds and presently used for the operation of the MCCAAs programs, as identified in the attached inventory.
- COUNTY agrees to lease to HSI through 9/30/88 three Ford Pintos at the rate of \$.30 per mile. HSI will be billed monthly by the _____th of the month following use and HSI will pay the bill by the _____. This agreement is subject to HSI procuring insurance for the operation of the vehicles, including liability coverage in accordance with State requirements.
- HSI agrees that, if it ceases to continue providing community action and emergency services within Multnomah County, all transferred vehicles will revert to the County and/or the State for disposition.
- [HSI agrees to procure and maintain insurance for operation of the vehicles described in Attachment _____, including liability coverage with a minimum limit of _____ per accident or occurrence and collision coverage with a minimum limit of _____ per vehicle.]
- [HSI agrees to keep the vehicles in a state of good repair at its own expense. (HSI suggested this be deleted . . .)]
- [HSI agrees to use the vehicles in direct support of HSI services (add security interest language).]

FISCAL
ASSURANCES:

- All accounts payable liabilities incurred on or before June 30, 1988 will remain with Multnomah County. In order to liquidate these liabilities, all payment vouchers must be identified by funding source and submitted to Accounts Payable no later than July 25, 1988 for payment. If no funding source monies are available for the payment, HSI will be billed. If payment isn't made within 30 days, County will withhold funds from CAAP's successor, who will in turn withhold funds from HSI.

All accounts receivable outstanding as of June 30, 1988 will remain with Multnomah County. Any monies received by HSI to cover these accounts receivable will be turned over to the Multnomah County Finance Division immediately upon receipt. Collections will be applied by funding source and a monthly reconciliation will be provided to HSI.

Advances will be handled as current year (FY 1988-89) receipts if the funding source continues with HSI. Any other outstanding advances as of June 30, 1988 will need to be handled according to the grantor's directions.

The Imprest Bank Account shall be closed. All imprest cash funds together with all petty cash funds and all balancing receipts must be turned into the Multnomah County Finance Division on June 30, 1988.

[3055B] MAS 5/31/88

cc:

HSI Board
Don Eckton
Marie Reeder
Duane Zussy
Gary Smith
Susan Clark
Bill Thomas
Ramsey Weit
Teri Anderson
Wayne George
Tom Guiney
Jean Uzelac
Mindy Brown
Carrie Miller
Barbara Donin
Bill Farver/Martin Winch

NOTE

--- underscore =
new language

[] = deleted language

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

COMMUNITY ACTION AGENCY OF PORTLAND (OR ITS SUCCESSOR)

(hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Community Action Agency of Portland
or its successor:

By _____
Agency Executive Director Date

By _____
Agency Board Chairperson Date

[4992A]

PLANNING AND EVALUATION

CAA PLANNING responsibilities should encompass strategic planning, service system design and resource planning.

- a. Strategic planning involves design and implementation of a community planning process - conducted by the CAA among policy makers, providers, clients and citizens - in order to develop a common data base, to annually identify needs, to establish goals and measurable objectives, to determine community priorities, and to develop strategies for accomplishing those priorities. Products include multi-year strategic plans for the service system and for the CAA, as well as annual updates.
- b. Service system design involves determination of the most effective configuration of services to meet the identified needs of clients while making optimal use of resources. Examples include determining the mix of neighborhood-based, access, and special needs services, developing policies regarding use of funds for areawide programs, and assessing the effectiveness of such service programs (e.g. State homeless program, voucher program).
- c. Resource planning involves annual resource identification, budgeting, and grant development to meet priorities of the strategic plan in the context of the service system design. Grant development may include the provision of technical assistance to providers who are submitting grant applications.

RESOURCE MANAGEMENT

CAA RESOURCE MANAGEMENT responsibilities should encompass contract development, program monitoring and fiscal monitoring.

- a. Contract development involves defining services and performance standards, developing RFP's, selecting subcontractors, and issuing contracts. (For designated funds, local funders may elect to perform certain tasks directly rather than through the CAA, e.g. issue an RFP.)
- b. Program monitoring involves review of subcontractor performance to ensure delivery of services as specified in the contract, and includes regular consultation with service providers and technical assistance as needed.
- c. Fiscal monitoring involves review of subcontractor fiscal activities to ensure the legitimate use of resources, as well as CAA internal accountability.

Funds which the CAA should serve as resource manager for include: Community Services Block Grant (CSBG) funds; Low Income Energy Assistance Program (LIEAP), Weatherization and other energy assistance funds; State Homeless Assistance Program (SHAP) funds; Emergency Food and Shelter funds (FEMA) for Multnomah County, or for the Tri-County area if responsibility for staffing the FEMA Board is transferred from United Way to the CAA; City and County Community Development Block Grant (CDBG) and General Funds appropriated for emergency basic needs and community action services; and other funds as appropriate.

CAA FUNCTIONS

SERVICE COORDINATION

CAA SERVICE COORDINATION responsibilities should encompass service development, service system management and services integration

- a. Service development involves both assisting and coordinating the development of new service elements within the emergency basic needs and community action services system, in order to respond to urgent and emergent needs.
- b. Service system management involves coordinating the delivery of services within the emergency basic needs and community action services system, in order to minimize duplication and to maximize effective use of limited resources.
- c. Services integration involves coordinating emergency basic needs and community action services with other human services programs and systems, in order to provide for an appropriate range, depth and continuum of human services in the community.

ADVOCACY

CAA ADVOCACY responsibilities should encompass public education, resource mobilization and issue advocacy.

- a. Public education involves outreach to the community-at-large regarding emergency basic needs, homelessness, and poverty.
- b. Resource mobilization involves proactively seeking funds and other support from federal, state, local, and private funders to expand resources for emergency basic needs and community action services.
- c. Issue advocacy involves mobilizing community efforts both directly and through subcontractors, particularly efforts focused on empowering low income persons, in order to influence public policy and budgetary decisions. (Individual client advocacy would be the responsibility of direct service providers.)

DEFINITIONS, GOALS, STANDARDS

Linkage services generically can be defined as a joint planning process between client and provider with a goal of efficient access to emergency services leading to self-sufficiency. Linkage services provide appropriate connections with other services and coordinate a service delivery plan for a client, although an agency providing linkage services may or may not provide the other services that a client needs. Linkage is "client management" or any activity which seeks to develop/enhance an individual's basic capacity to do for themselves, and can include phone advocacy, meeting with another provider about a specific client and follow-up activities. Linkage concepts as focused on in this report have been predominantly based on an adequate service delivery system for the homeless.

The Advisory Group began its task by developing a common ground for group perceptions and definitions. In doing so, the group reaffirmed the definition of emergency basic needs as: emergency and transitional shelter, housing, food, energy assistance, transportation, medical assistance and employment/income maintenance. Although not necessarily emergency basic needs the group felt strongly that childrens' needs, crisis intervention/counseling, personal hygiene and legal assistance were needs that often went hand in hand with emergency basic needs and could be part of a coordinated system of linkage services.

The twelve populations defined as needing services in the Shelter Report were identified and their need for linkage services reaffirmed. These were: Families, victims of domestic/sexual violence, mentally/emotionally disturbed single men and women, corrections clients, (permanently or long term) physically disabled, youth, prostitutes, alcohol/drug addicted, elderly, MR/DD, and couples without children. Access to all services including linkage by any other person/household, such as the temporarily disabled, refugees, etc., would occur through the twelve established categories.

Finally, the group reaffirmed a geographical look at Portland/Multnomah County that included the following neighborhood areas: SE, NE, N, East County, Downtown, SW (not downtown), Burnside and NW (not Burnside).

The Advisory Group identified five levels of intervention and associated goals and standards for optimal linkage. In doing so, the Advisory Group recognized that a comprehensive service delivery system strives to provide a continuum of services to be responsive to the individualized nature of the range of needs clients present. Specific emergency basic needs services are designed to be responsive to specific problems, problems which define to some degree the type and duration of services required. However, regardless of the specific problem or service, linkage services are necessary for effective delivery of emergency basic needs services. A fundamental premise in providing linkage services involves maximizing client self-sufficiency, thus the least level of intervention should be applied initially when confronting a client's needs.

-- Level I Linkage: Information

1. Definition: Providing current information, on a general or individualized basis based on a client identified need, with respect to opportunities and services available to respond to a specific need or problem. Involves a mini-assessment. Limited in scope and duration.

2. Goals:

- a. To assure that people in need know about appropriate services available to them to support problem resolution
- b. To guide people in need to a point of access to a larger network of services
- c. To reduce the need for direct intervention
- d. To encourage self-sufficiency
- e. To provide a centralized resource for collecting, storing, updating and disseminating data pertaining to the needs of the populations being served.

3. Standards: Level I Linkage:

- a. Should provide accurate and pertinent information to an inquirer in response to a general request for emergency basic needs services or to a specific request for a particular service.
- b. Should provide detailed data to an inquirer concerning community services available, in terms of the inquirer's needs for general information about services, the services in an identified geographical area, and/or specific services in relation to particular needs of the inquirer.
- c. should provide referrals by directing the inquirer to appropriate organization(s) capable of meeting self-identified needs.
- d. should maintain an up to date resource file of services for either a broad range of needs or those specific to responding to the needs of a specific population.
- e. involves little/minimal documentation.
- f. should be able to assist approximately six to ten clients per hour (phone or walk-in) assuming ten minutes or less per client contact.

-- Level II Linkage Referral and short term intervention

1. Definition: Assisting clients who require more than information but whose needs involve a relatively clear and uncomplicated solution where linkage of limited scope/duration and/or involvement will be sufficient. Needs assessment involves the provider's assistance in identifying the problem with the client. Includes information and referral and might include crisis intervention, agency generated contact with other appropriate community resources, intake, detailed problem solving, advocacy, follow-up.

2. Goals:

- a. To provide an appropriate level of services to clients when direct, individualized help of limited duration and involvement is needed.
- b. To insure fair and equal access to services
- c. To reduce the need for more intensive intervention
- d. To promote self-sufficiency by assisting clients with early-stage problem resolution
- e. To enhance service delivery responsiveness to the unique needs of population(s) being served

3. Standards: Level II Linkage

- a. Should intervene appropriately with a client in response to a declared or perceived problem in client functioning or a need for service provision
- b. Should be provided by staff with appropriate assessment and intervention skills to enable them to identify and respond to the client's need for specific services and to formulate a short term plan of action
- c. Should provide referrals by actively participating in linking the client with needed services and engaging in follow-up as necessary and possible
- d. Should provide intervention and advocacy with a third party, when appropriate, for the purpose of obtaining needed goods and services.
- e. Should be able to assist two clients per hour based on an interaction of 30 minutes or less

-- Linkage Level III Case planning, intervention and monitoring

1. Definition: Developing and providing an individualized assistance plan by integrating and coordinating multiple services. Involves assessment, planning, assisting in plan implementation and monitoring services. This level of linkage differs from Level II in degree of intervention and difficulty of problems rather than in the kind of services provided. Length of intervention is based on the extent of assistance a client needs but a brief intervention might involve Level III if the problems to be resolved are complicated or difficult to identify, requiring the provider to devote considerable energy to establishing links and identifying solutions. Level III should assist clients in reaching self-sufficiency or transitioning to ongoing case assistance (management or treatment). Level III involves cases whose duration might range from a few days to 90 days.

2. Goals:

- a. To facilitate choice of the most appropriate services when direct, individualized and long(er) term intervention is required
- b. To facilitate access to a complete range of needed services
- c. To ensure the intensive delivery of services to each client who needs this level of intervention
- d. To maximize self-sufficiency by assisting clients in resolving long term problems
- e. To ensure periodic review of the appropriateness of the range of services being provided to population(s) served

3. Standards: Level III Linkage

- a. Should involve linkage service worker's acceptance of primary responsibility for generating and coordinating appropriate community resources necessary to address an individual client's problem(s)^o
- b. Should be provided by trained and skilled staff capable of providing effective long-term intervention
- c. Should involve a well-documented case file for every client which describes the elements and outcomes of each phase of the linkage process
- d. Should involve reassessments on a scheduled basis, appropriate to specific client service needs
- e. Should be capable of assisting one client per hour based on a one hour interaction. Client management could include: phone advocacy, face to face client interaction, staffings concerning specific client issues, record-keeping.

4. Additional Caseload Information -- Level III

The frequency of contact between provider and client defines the caseload limit for each linkage service worker in providing Level III linkage. Some programs expect to see clients five times a week or have sixty contacts (at least) in a 90 day period while other programs that see a client only once a week would expect to have fourteen contacts in a 90 day period. Those programs that see a client every day could be expected to see approximately five to seven households a day. Therefore a caseload would be five to seven clients. Those programs seeing clients once a week could be expected to see 25 to 35 different households per week with the caseload per worker thus being 25 to 35.

The following recommendations have been proposed for caseload by population: (This is an average -- some clients may require more time, so fewer will be seen although the total hours of service to clients would be equivalent.)

30 clients -- 1 hour client related service per week for: (120 households per year)

Couples
Singles
Elderly
Corrections
MR/DD
Alcohol/Drug

15 clients -- 2 hours of client related service per week for: (60 households per year)

MED
Physically disabled
Youth
Families
Prostitutes
Domestic violence

Note: Many populations served by Level III Linkage need additional types of service for linkage to be successful. For example, a linkage service worker might need the assistance of an interpreter in order to effectively work with a deaf client. Costs for these necessary, adjunct services have not been calculated into any estimates of client caseload or caseload costs.

The Linkage Services Advisory Group has determined that linkage for emergency basic needs services encompasses only Levels I through III. However, the Advisory Group recognizes that, due to gaps in ongoing service delivery, two additional levels of linkage are necessary. Descriptions of those follow. (The Advisory Group chose only to define the linkage level and has not attempted to ascribe goals or standards.)

-- Level IV Linkage Difficult to Resolve

1. Definition: Involves cases that are very hard to resolve or are unresolvable in 90 days. Clients may be able to achieve self-sufficiency or transition to ongoing assistance but because of the nature of their situation, are unable to do so in a limited time period. This level also includes everyone not already covered or reached such as those needing outreach, repeat clients and those who refuse treatment. Goals and standards, for the most part, must be defined on a population by population basis although many of the goals and standards identified in Linkage Level III are applicable.

-- Level V Linkage Treatment or case management

1. Definition: Assisting clients with an intent to serve on an ongoing basis (over 90 days) until the problem is resolved or as is necessary for functioning in the community. This includes treatment/case management for the chronically mentally ill, alcohol and drug addicted and other individuals with ongoing human service needs. Generally, Level V is funded by the county and so may be defined in some degree by the funding source. Level V Linkage should encompass provision of Levels I, II and III as appropriate to an individualized case plan. Level IV and V Linkage by and large will not be addressed in this report.

Notes: 1. In determining caseload information and costs associated with linkage services, the Advisory Group focused on the issue of direct client management as defined previously. Administrative costs and other overhead costs were not included but must be considered integral to the provision of linkage services.

DELIVERY OF LINKAGE SERVICES

A. Basic Principles

The Advisory Group identified three basic principles for organizing optimal service delivery.

1. Client-focused: Linkage services should provide the appropriate level of intervention to meet the identified need(s) of the client for both specific emergency basic needs and for ongoing problem resolution to minimize the need to return to the emergency basic needs system. Linkage services must be flexible enough to adapt to the specific needs and capabilities of a client.
2. Easy to enter: There should be multiple points of access into a coordinated system of service delivery. There should be consistent and uniform provision of Level I linkage leading to Levels II and III as needed. Any entry point should be able to refer to a more limited number of agencies providing Level II and III. This will maximize use of resources by limiting service overlap.

3. Population focused: The delivery system for linkage services should be defined by the populations served and be neighborhood based as appropriate. In general, linkage services should be geographically dispersed rather than centralized except as will be indicated in the criteria section to follow. Level I linkage should be available throughout the emergency basic needs system but individuals should be encouraged to utilize central telephone access through United Way's Information and Referral system, Metro and the Portland Women's Crisis Line. Level II and III linkage should be organized through existing networks/coalitions or formal systems of agencies which serve the emergency basic needs of an identified target population.

B. Criteria with Which to Judge Services -- Levels II and III

The Advisory Group generated criteria with which to judge service delivery and potential providers for Level II and III linkage. These criteria included:

- o Does the population (or service) require a centralized access point or should access be through neighborhood (decentralized) points.
- o Are there specific times when access to linkage should be available.
- o Is appropriate resource information available to the provider.
- o Are emergency basic needs services already in place (multi-service).
- o Are there some "discretionary funds" available for client use.
- o Is there access to resources to deal with the immediate problem. (On-site or easily accessible.)

Each population coalition then reviewed its linkage service needs vis a vis these criteria. The availability of appropriate resource information, current/ongoing provision of emergency basic needs services, "discretionary funds" and access to resources were all cited by each coalition as necessary for an appropriate linkage system for the specific population. Other criteria by population follows.

<u>Population</u>	<u>Desirable Service Characteristic</u>
Youth	A centralized, downtown base. Multi-service center. Daytime hours sufficient.
Prostitutes	Geographical location not important, a centralized, downtown base would probably be best. Seven days a week, noon to midnight access. Multi-service center.
Domestic Violence	Geographical location not important. Phone contact availability 24 hours. Multi-service access.
Aging	Neighborhood base. Regular office hours, five days a week. Multi-service access. (There is no real need to alter the current system of aging services delivery. Efforts need to center on ways to plug in emergency service clients to the ongoing system.)
Singles/Couples	Neighborhood base. Regular office hours, five days a week. Multi-service access.

Population

Desirable Service Characteristic

Alcohol/Drug	A system wide program funneling people into the established alcohol/drug system.
Families	Neighborhood base. Regular office hours, five days a week. Multi-service access.
Physically disabled	Not geographically based but centralized. Regular office hours, five days a week. Multi-service access.
Corrections	Non-geographically based, centralized in downtown. 24 hour phone access otherwise regular office hours, five days a week. Easily able to deal with immediate problem.
MR/DD	no information available.
MED	Neighborhood based utilizing the quadrant system. 24 hour crisis response. Multi-service access.

All populations need 24 hour, 7 day a week access to Levels I and II Linkage. systems to provide these services should be coordinated through Information and Referral, Metro Crisis and the Portland Women's Crisis Line.

C. Levels of Intervention

The Advisory Group identified an optimal level of intervention which should be available to support each major service element of the six emergency basic needs service areas.

1. Level I linkage should be made available to any and every user of emergency basic needs services. Information should be available through centralized telephone access as well as on-site wherever any emergency basic needs service is provided. This could occur through distribution of written handouts or through personal contact. A mini-assessment using the criteria of population, need and geography would be used (as appropriate) to determine the direction of the information. The client does their own contact with the agency to which they are referred. The intent is not to provide the needed service directly but to provide a bridge to that service.

2. Level II linkage, short term intervention, which includes information, should be made available to persons who have limited problems and needs for emergency basic needs services. These clients have a reasonable prospect for problem resolution and self-sufficiency in a relatively short period of time and whose problems do not require intensive intervention. Level II linkage should be available on-site or by referral to support specific, immediate and individualized outcomes. Providing Level II could occur in either a geographically based setting, neighborhood multi-service centers providing multi-services for whatever populations have needs, or by a population service base, providing services to specific populations only. Like Level I, Level II provides access to services and access to the next level of Linkage.

3. Level III linkage, case planning, includes both Levels I and II and should be made available to persons who have multiple or complex problems but who have a reasonable chance of achieving problem resolution and self-sufficiency if a concentrated effort is made to work in concert with them. Level III linkage should be available on-site or by referral to support specific and general individualized outcomes. Level III might also be provided when an individual, who is eligible for ongoing case management, has an emergency basic need that must be met while they are waiting to access the ongoing system

D. Point of Access for Levels 2 and 3

The Advisory Group identified an optimal array of geographical access points for each major target population.

1. Families should have entry to Level III linkage services through a minimum of six non-overlapping, geographical districts (N, NE, NW, SW, SE, E). Level II linkage should be available Downtown and in Burnside while optimally Level III would occur only in neighborhoods.
2. Singles/Couples should have access to both levels of linkage services through neighborhoods -- eight, non-overlapping, geographical districts (N, NE, NW, SW, SE, E, Downtown, Burnside).
3. Alcohol/drug dependent individuals would access the system depending on whether or not they were homeless. Homeless alcohol/drug clients would access the system through Downtown and Burnside. Non-homeless alcohol/drug clients would access the system as singles, couples, or families in neighborhood based services, not, through the alcohol/drug system.
4. Victims of domestic violence would access Level II linkage through a centralized system. Level III would be provided using current domestic violence service providers which are multi-site, non-neighborhood based.
5. MED individuals would receive linkage services through a minimum of four, non-overlapping geographical districts (N/NE, W, SE, E)
6. Mentally retarded/developmentally disabled (MR/DD) individuals should be served through one centralized agency with county-wide responsibility.
7. The elderly should be served using the existing system.
8. Access for youth should be focused in one centralized geographic location (downtown).
9. Access for ex-offenders should remain centralized in one agency with county-wide responsibility.
10. Prostitutes should be able to access linkage services through a centralized location.

11. The physically disabled should be able to access linkage services through a centralized location. Additionally, those disabled persons under 60 and Title 19 eligible should be able to access services through the Multnomah County Aging Services Division.

CURRENT GAPS IN LINKAGE SERVICES

The Advisory Group assessed the adequacy of linkage services available to support the current level of each emergency basic needs element, in comparison to the optimal level of intervention needed. Gaps were found in the availability of all levels of linkage.

1. There are often gaps in the reliability and consistency of on-site information to support identified emergency basic needs services; most often, information is absent or inconsistently available. As a result, inaccurate or inappropriate information is provided causing frustrations or missed service opportunities. If access to Level I is to be encouraged through use of United Way's Information and Referral line Metro and the Portland Women's Crisis Line, sufficient training to providers and sufficient funding must be available.

2. While there are some agencies providing Level II Linkage, there are major and serious gaps in the availability of Level II linkage to support virtually all the identified emergency basic needs service elements. Outside of the County Aging System, short term intervention is at best inconsistently available if not completely unavailable.

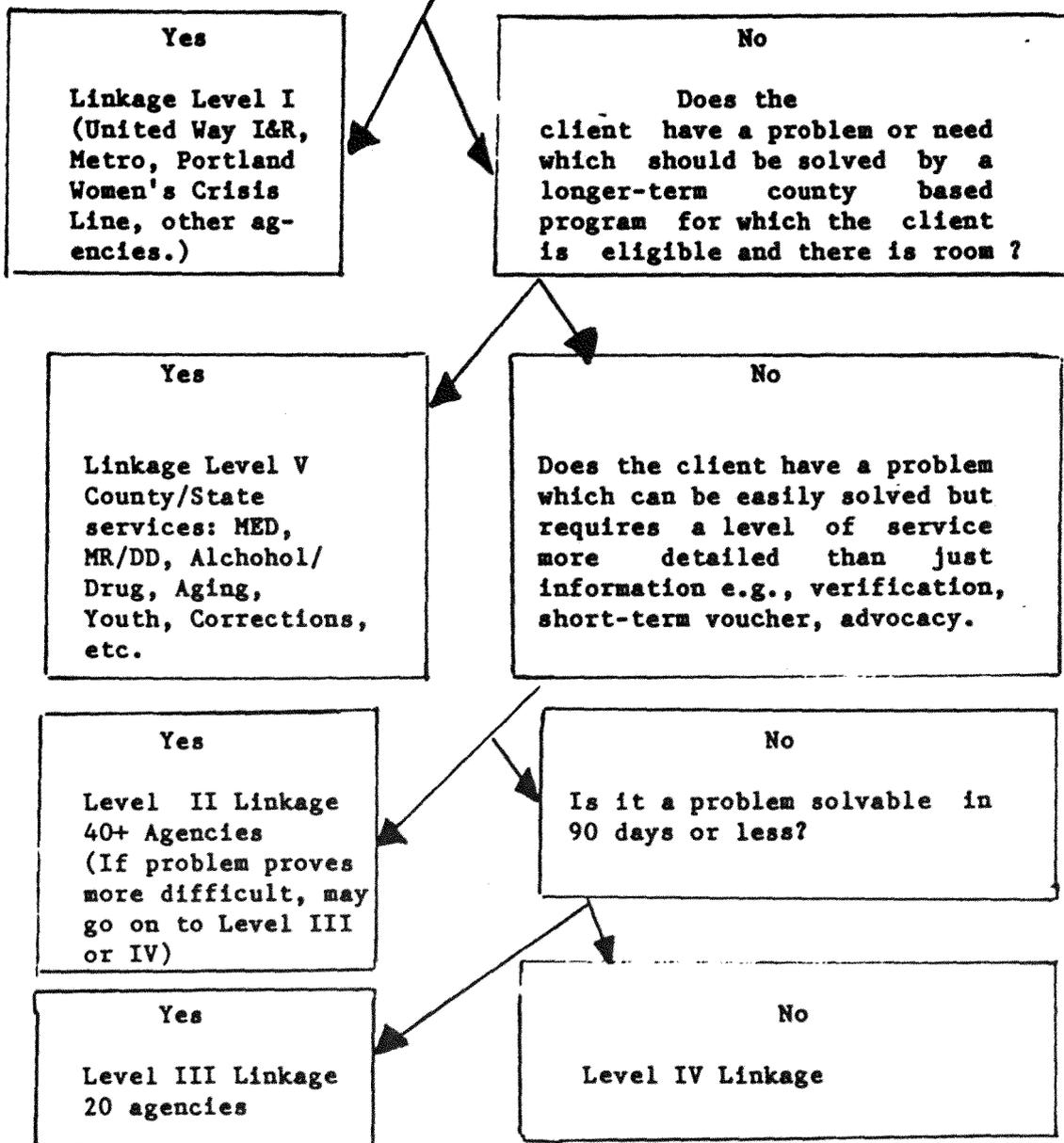
3. There are significant gaps in the availability of Level III linkage in support of several emergency basic needs elements such as linkage for frequent users of the emergency food box system and other special needs populations. Some Level III linkage has been available to support certain specialized shelters (families, victims of domestic/sexual violence, ex-prostitutes, corrections) and transitional housing for a number of populations (families, MED and youth), particularly through State Homeless Program funds managed by the CAAP, but it is not sufficient to meet the need.

Appendices: Membership Roster
Flow Chart of System
Recommendations to EBNC on funding case management

FLOW - CHART LINKAGE SERVICES

Client with an emergency basic need of food, shelter, housing, medical, transportation, unemployment or energy assistance.

Does client only need to be given the correct information in order to solve the problem?



COMMUNITY ACTION AGENCY OF PORTLAND
812 SW WASHINGTON, SUITE 300
PORTLAND, OREGON 97204

AGENCY BUDGET FOR FISCAL YEAR JULY 1, 1988 - JUNE 30, 1989

23-Jun-88

Category	Proposed Budget Admin	Proposed Budget Comm Svs Operations	Proposed Budget Comm Svs Contracts	Proposed Budget Weatherization Operations	Proposed Budget Weatherization Contracts	Total CAAP Contract Agreement
Personnel	125,264	110,116		154,605		389,985
Overtime	0	0		11,250		11,250
Fringes & Taxes	37,731	33,244		46,737		117,712
PS Subtotal	162,995	143,360	0	212,592	0	518,947
Audit	4,500	0		0		4,500
Pass-thru(Delegate Agencies)	0	0	1,878,394	0	1,823,628	3,702,022
Professional Services	1,500	6,000		74,717		82,217
Supplies	3,864	4,000		1,640		9,504
Telephone	2,420	8,478		3,600		14,498
Postage	500	4,500		617		5,617
Space Costs	4,610	9,230		13,625		27,465
Insurance	1,521	0		0		1,521
Printing	750	2,250		1,820		4,820
Local Travel	480	2,620		5,350		8,450
Out of State Travel	0	2,400		1,450		3,850
Equipment Purchase	0	7,000		5,766		12,766
Equipment Maintenance	2,400	0		3,209		5,609
Membership Fees/Training/Misc.	2,725	3,000		5,450		11,175
OTO (Expansion Costs)	0	1,275		8,406		9,681
M&S and Capital Subtotal	25,270	50,753	1,878,394	125,650	1,823,628	3,903,695
Total Agency Budget	188,265	194,113	1,878,394	338,242	1,823,628	4,422,642
Revenue Sources						
LIEAP	17,500		299,282			316,782
State Homeless Assistance			619,404			619,404
WX	40,755			306,242	1,717,628	2,064,625
County*	77,380	92,620	401,146			571,146
CSBG	27,240		558,562			585,802
State OTO		15,000				15,000
Total County Budget	162,875	107,620	1,878,394	306,242	1,717,628	4,172,759
SRP (REEP)	25,390					25,390
City		50,493		32,000	106,000	188,493
United Way		36,000				36,000
Additional Non-County Funds	25,390	86,493	0	32,000	106,000	249,883
Total Agency Budget	188,265	194,113	1,878,394	338,242	1,823,628	4,422,642

* OTO for this FY \$152,446 of County General Fund Support will pass directly from County to Human Solutions, Inc. (NCCAA).

23-Jun-88

CAAP Personnel

POSITION	FTE	BASE	FRINGE	TOTAL
Administration				
Exec. Director	1.00	40,944	12,361	53,305
Business Mgr	1.00	31,163	9,408	40,571
Fiscal Tech	0.33	3,897	1,090	4,987
Accountant	1.00	22,620	6,829	29,449
Fiscal Monitor	0.50	8,640	2,608	11,248
Admin Assistant	1.00	18,000	5,434	23,434
Admin Total	4.83	125,264	37,731	162,995
Comm Svs				
CS coordinator	1.00	27,036	8,162	35,198
Contracts Manager	1.00	24,357	7,353	31,710
Program Planner	1.00	20,502	6,190	26,692
Advocate	0.50	11,671	3,523	15,194
Program Monitor	0.50	12,000	3,623	15,623
Clerical/Secty	1.00	14,550	4,393	18,943
Comm Svs Total	5.00	110,116	33,244	143,360
Weatherization Program				
WX Manager	1.00	30,557	9,225	39,782
Audit Inspec Coord	1.00	23,116	6,974	30,090
AA/Monitor	1.00	22,665	6,844	29,509
Audit Inspector #1	1.00	19,686	6,004	25,690
Audit Inspector #2	1.00	19,874	5,999	25,873
Audit Inspector #3	1.00	17,900	5,405	23,305
Office Specialist	1.00	20,807	6,286	27,093
WX Overtime		11,250	0	11,250
Total Weatherization	7.00	165,855	46,737	212,592
Total Agency	16.83	401,235	117,712	518,947

23-Jun-88

		Proposed Budget Admin	Proposed Budget Comm Sys Operations	Proposed Budget Comm Sys Contracts	Proposed Budget Weatherization Operations	Proposed Budget Weatherization Contracts	+	CAAP Contract County Budget
REVENUE SOURCE DETAIL								
-----	Code							
LIEAP	2072	17,500		299,282			+	316,782
Homeless Assistance							+	
SHAP	2394			551,000			+	551,000
ESGP				13,404			+	13,404
ECSBG				55,000			+	55,000
Weatherization							+	
LIEAP WX	2073	4,730			67,144	311,569	+	383,443
USDOE/Exxon Stripper Well		36,025			141,148	835,366	+	1,012,539
ODOE	2395				2,500	157,744	+	160,244
CSBG	2071	27,240		558,562	95,450	412,949	+	508,399
State CSBG OTO	2071		15,000				+	15,000
County General Fund	7601	77,380	92,620	401,146			+	571,146
							+	
		=====	=====	=====	=====	=====	+	=====
Total County Revenues		162,875	107,620	1,878,394	306,242	1,717,628	+	4,172,759

AREA PLAN AMENDMENT SUMMARY

District 2 Multnomah

FY 86-89

Date Effective 7/1/88

Date Submitted 5/10/88

Page 5 of 8

Matrix Number	Description of Revised Item	Reason for Revision	Adv. Com. App'l	Funding Source	Dollar Diff.	Number of Units Diff.		Unit Value Difference		Contract Cost Difference		Documents Submitted
					+ or -	To	From	To	From	To	From	
24	Counseling (Short Term Intervention) budget decreased by \$282; units increased	Reflects new fiscal year budget	NA	III-B County City Other Inkind PI	+7,394 +9,996 (10,790) (3,617) (3,372) +107	8,827	8,566	15.03	15.52	14.45	14.26	E-1
28	Health Screening budget increased by \$32,787; units increased	Reflects new fiscal year budget	NA	County PI Other Inkind	+684 +350 +9,235 +22,518	12,174	12,016	10.28	7.69	1.97	1.91	E-1
32	Money Management budget decreased by \$7,396; units remained the same	Reflects new fiscal year budget	NA	City Other	+284 (7,680)	741	741	13.13	23.11	13.13	12.75	E-1
33	Volunteer Services budget increased by \$334; units increased	Reflects new fiscal year budget	NA	III-B PI County City Other Inkind	(1,087) (60) +1,516 +2,640 +18,317 (20,992)	10,894	10,365	5.06	5.29	3.33	3.23	E-1

Area Agency on Aging

Approval: _____ date / /

Title: _____

Advisory Committee Chairman

Review: _____ date / /

Senior Services Division Approval

Region Mgr. _____ date _____ Program _____ date _____

Field Ops. _____ date _____ Admin. _____ date _____

Bus. Svcs. _____ date _____

Audits _____ date _____

AREA PLAN AMENDMENT SUMMARY

District 2 Multnomah FY 86-89 Date Effective 7/1/88 Date Submitted 5/10/88 Page 6 of 8

Matrix Number	Description of Revised Item	Reason for Revision	Adv. Com. App'l	Funding Source	Dollar Diff.	Number of Units Diff.		Unit Value Difference		Contract Cost Difference		Documents Submitted
					+ or -	To	From	To	From	To	From	
34	Mental Health budget increased by \$41,815; units increased	Reflects new fiscal year budget	NA	III-B County PI Other Inkind	+3,735 +23,114 (2) +11,019 +3,949	2,872	2,638	46.83	43.68	25.70	25.23	E-1
34a	Mental Health Special Projects budget increased by \$115	Reflects new fiscal year budget	NA	County	+115	NA	NA	NA	NA	NA	NA	E-1
37	Center Renovation budget decreased by \$91,103	Reflects new fiscal year budget	NA	III-B Other Inkind	(84,075) (5,560) (1,468)	0	3	0	30,367.67	NA	NA	E-1
38	Nutrition Consultant budget decreased by \$574; service continued under Admin	Reflects new fiscal year budget	NA	III-C-1	(574)	0	48	0	11.96	0	11.96	E-1
41	Home Delivered Meals budget increased by \$219,738; units increased	Reflects new fiscal year budget	NA	III-C-2 USDA PI Other Inkind	+24,102 +39,959 +27,620 +261,903 (133,846)	459,379	399,103	3.17	3.10	2.45	2.63	E-1

Area Agency on Aging

Approval: _____ date / /
 Title: _____

Advisory Committee Chairman

Review: _____ date / /

Senior Services Division Approval

Region Mgr. _____ date _____ Program _____ date _____
 Field Ops. _____ date _____ Admin. _____ date _____
 Bus. Svcs. _____ date _____
 Audits _____ date _____

AREA PLAN AMENDMENT SUMMARY

District 2 Multnomah

FY 86-89

Date Effective 7/1/88

Date Submitted 5/10/88

Page 7 of 8

Matrix Number	Description of Revised Item	Reason for Revision	Adv. Com. App'l	Funding Source	Dollar Diff. + or -	Number of Units Diff.		Unit Value Difference		Contract Cost Difference		Documents Submitted
						To	From	To	From	To	From	
41a	Title XIX Home Delivered Meals to 60+ Medicaid clients budget increased by \$2,865	Reflects new fiscal year budget	NA	USDA	+2,865	28,548	23,402	.57	.57	.57	.57	E-1
44	Home Care budget increased by \$15,747; units increased	Reflects new fiscal year budget	NA	OPI PI	+14,992 +755	53,070	52,767	8.42	8.17	8.42	8.17	E-1
46	Personal Care budget decreased by \$21,369; units decreased	Reflects new fiscal year budget	NA	OPI PI	(19,989) (1,380)	20,358	22,860	11.65	11.31	11.65	11.31	E-1
48	Chore budget decreased by \$3,982; units decreased	Reflects new fiscal year budget	NA	OPI PI	(4,146) +164	310	689	11.09	10.77	11.09	10.77	E-1

Area Agency on Aging

Approval: _____ date / /

Title: _____

Advisory Committee Chairman

Review: _____ date / /

Senior Services Division Approval

Region Mgr. _____ date _____ Program _____ date _____

Field Ops. _____ date _____ Admin. _____ date _____

Bus. Svcs. _____ date _____

Audits _____ date _____

AREA PLAN AMENDMENT SUMMARY

District 2 Multnomah

FY 86-89

Date Effective 7/1/88

Date Submitted 5/10/88

Page 8 of 8

Matrix Number	Description of Revised Item	Reason for Revision	Adv. Com. App'l	Funding Source	Dollar Diff.	Number of Units Diff.		Unit Value Difference		Contract Cost Difference		Documents Submitted
						+ or -	To	From	To	From	To	
51	Case Management budget increased by \$5,494; units increased	Reflects new fiscal year budget	NA	III-B OPI PI Match County City Other Inkind	(15,165) +655 +243 (18,271) +21,588 +23,272 +2,669 (9,497)	37,037	36,990	16.13	16.01	14.93	14.59	E-1
60	Day Care budget increased by \$1,092; units increased	Reflects new fiscal year budget	NA	PI	+1,092	462	424	21.64	21.00	21.64	21.00	E-1
61	Respite Care budget decreased by \$376; units decreased	Reflects new fiscal year budget	NA	Other Inkind	+5,167 (5,543)	3,302	3,403	10.52	10.32	7.73	7.50	E-1
63	AFH licensing budget decreased by \$27,546	Reflects new fiscal year budget	NA	County Other	+6,799 (34,345)	NA	NA	NA	NA	NA	NA	E-1 E-3
69a	Miscellaneous Medical budget decreased by \$324	Reflects new fiscal year budget	NA	PI	(324)	34	34	192.65	202.18	192.65	202.18	E-1

Area Agency on Aging

Approval: _____ date / /

Title: _____

Advisory Committee Chairman

Review: _____ date / /

Senior Services Division Approval

Region Mgr. _____ date _____ Program _____ date _____

Field Ops. _____ date _____ Admin. _____ date _____

Bus. Svcs. _____ date _____

Audits _____ date _____

District 2 Multnomah

AREA PLAN E-1

Act. No.	Service Categories	CASH RESOURCES										TO-KIND RESOURCES			BUDGET OBJECTIVES									
		XIX/SSBG	III-B	III-C1	III-C2	OP1	P1	Match	USDA	COUNTY	CITY	Other	Sub-Total	Match	Other	Grand Total	Units of Service	Cost per Unit	No. of Pers. Served	Cost per Case	ASO Price/Unit			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)			
1	ASD Admin	354,896														354,896					NA	NA	NA	NA
1	ASD Admin		28,974					44,917		258,846	11,327,729					289,827					NA	NA	NA	NA
1	ASD Admin			183,973												183,973					NA	NA	NA	NA
1	ASD Admin					76,193										76,193					NA	NA	NA	NA
1	ASD Admin															0					NA	NA	NA	NA
2	ASD Services		80,397					14,058		78,480	1,688					184,621					NA	NA	NA	NA
5	PAS															0					NA	NA	NA	NA
8	Prof. Svc.		38,888													38,888					NA	NA	NA	NA
1	ASD Case Rgm	2,822,812								84,823						2,907,635					NA	NA	NA	NA
6	Riskfactor											30,870				3,846,188					NA	NA	NA	NA
8	Training		1,137													1,137					NA	NA	NA	NA
11	Ombudsman									8,200						8,200					NA	NA	NA	NA
Subtotal/ASO		3,277,298	158,905	183,973	0	76,193	0	58,973	0	436,859	125,417	30,870	4,265,388	0	0	4,265,388					NA	NA	NA	NA
12	Info/Internet		11,381						388	128,000			81,834			11,381					NA	NA	NA	NA
12a	Internet		11,381													11,381					NA	NA	NA	NA
13	Outreach															0					NA	NA	NA	NA
13a	Outreach															0					NA	NA	NA	NA
13b	Outreach															0					NA	NA	NA	NA
17	Transportation		89,841					7,200								97,041					NA	NA	NA	NA
18	Newsletter															0					NA	NA	NA	NA
19	Resource File										10,110	6,480	16,570			26,670					NA	137.11	180	137.11
Subtotal/ACC		0	179,261	0	0	0	7,400	120,000	0	189,817	88,888	183,618	123,814	0	0	461,539					NA	NA	NA	NA
20	Guardian/Care									212,541						212,541					NA	NA	NA	NA
21	Legal Services		31,673					768			14,366	52,795				88,237					NA	188.44	464	188.44
Subtotal/Leg		0	31,673	0	0	0	158	0	0	212,541	14,580	52,795	311,739	0	85,680	366,739					NA	NA	NA	NA
22	Congregat/Meal			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22a	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22b	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22c	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22d	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22e	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22f	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22g	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22h	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22i	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22j	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22k	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22l	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22m	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22n	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22o	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22p	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22q	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22r	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22s	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22t	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22u	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22v	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22w	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22x	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22y	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
22z	USDA Nutrition			397,458				247,395		161,329						806,182					NA	NA	NA	NA
Subtotal/USDA		0	85,986	420,458	0	0	248,792	0	161,329	178,004	177,588	437,823	1,647,826	0	190,721	1,838,347					NA	NA	NA	NA
61	HomeDel. Meals			494,696				371,743		260,743						1,127,182					NA	NA	NA	NA
61a	XIX H. O. Meals			494,696				371,743		260,743						1,127,182					NA	NA	NA	NA
64	Home Care															0					NA	NA	NA	NA
64a	Home Care															0					NA	NA	NA	NA
64b	Home Care															0					NA	NA	NA	NA
64c	Home Care															0					NA	NA	NA	NA
64d	Home Care															0					NA	NA	NA	NA
64e	Home Care															0					NA	NA	NA	NA
64f	Home Care															0					NA	NA	NA	NA
64g	Home Care															0					NA	NA	NA	NA
64h	Home Care															0					NA	NA	NA	NA
64i	Home Care															0					NA	NA	NA	NA
64j	Home Care															0					NA	NA	NA	NA
64k	Home Care															0					NA	NA	NA	NA
64l	Home Care															0					NA	NA	NA	NA

District 2 Multnomah

DATE: 5/17/88

FORM E-2

TYPE B OPERATING BUDGET
Proposed XIX/SSBG Administrative Expenditures
FY 1989

TITLE XIX/SSBG BUDGET THIS PLAN/AMENDMENT

\$3,277,298

EXPENDITURES:

PAYROLL EXPENSES:

Salaries	\$2,021,306
Premium	60,640
Overtime	0
Temporary	0
Subtotal Salaries	<u>2,081,946</u>
Social Security	
Worker's Compensation (SAIF)	
Unemployment Insurance	
Life & Health Insurance	
Disability Insurance	
Retirement	
Subtotal Other Payroll Expenses	<u>771,335</u>
TOTAL PAYROLL EXPENSES	<u>2,853,281</u>

SERVICES AND SUPPLIES EXPENSES:

Professional Services	0
Printing & Reproduction	5,707
Utilities	
Communications	10,864
Rentals	180,332
Repairs & Maintenance	2,575
Postage	7,519
Supplies	12,820
Food	
Education & Training	5,371
Travel	2,726
Insurance	
External Data Processing	
Dues & Subscriptions	
Miscellaneous	
Indirect	130,930
Telephone Services	23,423
Data Processing	2,000
Motor Pool	26,950
Building Management	12,800
Other Internal Services	
Equipment	0
TOTAL SERVICES & SUPPLIES EXPENSES	<u>424,017</u>

TOTAL PROJECTED EXPENDITURES

\$3,277,298

State of Oregon
 Department of Human Resources
 Senior Services Division

District 2 Multnomah

5/1/87
 File Name: e3ap.xls

E - 3 STAFFING PLAN

Position (1)	ASD No (2)	Work Unit (Org. Chart) (3)	Classification (4)	FTE (5)	Annual Salary (6)	Annual OPE (7)	Total Annual Salary (8)	Funding Source/Salary/Wage Dollars				
								XII/SSBB (9)	OAA (10)	OPI (11)	Other (12)	
Branch Mgr.		ILTC-E BRANCH, CBC	Prog. Superv	1	28,865	11,330	40,195	40,195				
PAS - RN		ILTC-E BRANCH, CBC	Comm. Health Nurse	1	28,379	11,397	39,776	39,776				
PAS - SW		ILTC-E BRANCH, CBC	Social Worker	1	28,647	10,164	38,811	38,811				
Lead Worker		ILTC-E BRANCH, CBC	Case Mgr. 2	2	49,318	18,190	67,508	67,508				
Intake/CN & APS		ILTC-E BRANCH, CBC	Case Mgr. 2	2	46,980	16,600	63,580	63,580				
Risk Intervention		ILTC-E BRANCH, CBC	Case Mgr. 2	1.5	28,321	11,608	39,929	39,929				
Ongoing C. Mgmt.		ILTC-E BRANCH, CBC	Case Mgr. 2	4	90,079	32,544	122,623	122,623				
Elderlink CN		ILTC-E BRANCH, CBC	Case Mgr. 2	1	19,363	6,351	25,714				25,714	
Medical Worker		ILTC-E BRANCH, CBC	Office Asst 3	1	21,005	6,848	27,853	27,853				
SUBTOTAL		ILTC-E BRANCH, CBC		14.5	340,957	125,032	465,989	440,275	0	0	25,714	
Manager		ILTC-E BRANCH, NF Prog	Prog. Supervisor	1	28,157	11,035	39,192	39,192				
Lead Wkr/Rel/Ab		ILTC-E BRANCH, NF Prog	Case Mgr. 2	1	24,659	8,015	32,674	32,674				
Relocation/Abuse		ILTC-E BRANCH, NF Prog	Case Mgr. 2	4.5	95,264	35,928	131,192	131,192				
Lead Wkr. (NF)		ILTC-E BRANCH, NF Prog	Case Mgr. 2	1	21,006	8,020	29,026	29,026				
Case Mgr.-N.F.		ILTC-E BRANCH, NF Prog	Case Mgr. 1	10.5	196,155	82,355	278,510	278,510				
Office Manager		ILTC-E BRANCH, NF Prog	Office Asst. 3	1	20,309	8,764	29,073	29,073				
Secretary		ILTC-E BRANCH, NF Prog	Office Asst. 2	3	53,051	22,923	75,974	75,974				
Receptionist		ILTC-E BRANCH, NF Prog	Office Asst. 1	2	27,270	12,540	39,810	39,810				
SUBTOTAL		ILTC-E BRANCH, NF PRDG.		24	465,871	189,580	655,451	655,451	0	0	0	
Manager		Public Guardian	Prog. Manager 1	1	36,510	12,962	49,472				49,472	
Deputy Guardian		Public Guardian	Admin Spec. 1	1	31,739	11,450	43,189				43,189	
Accountant		Public Guardian	Fin. Spec. 1	1	29,830	11,439	41,271				41,271	
Rec/Secretary		Public Guardian	Office Asst. 2	2	33,684	14,782	47,866				47,866	
SUBTOTAL		PUBLIC GUARDIAN		5	131,771	50,027	181,798	0	0	0	181,798	
SUBTOTAL SALARY		AGING SERVICES DIVISION		116.79	2,698,844	1,031,213	3,730,057	2,779,851	231,865	66,246	652,095	
Premium Pay		ASD Central			23,937	6,712	30,649	3,914	6,456	1,854	18,425	
Overtime		ASD Central			3,294	923	4,217				4,217	
Temporary		ASD Central			3,520	361	3,881				3,881	
Premium Pay		Long Term Care Branches			54,306	15,210	69,516	69,516				
TOTAL		AGING SERVICES DIVISION		116.79	2,783,901	1,054,419	3,838,320	2,853,281	238,321	68,100	678,618	

State of Oregon
Department of Human Resources
Senior Services Division

District 2 Multnomah

5/1/87
File Name: e3ap.wts

E - 3 STAFFING PLAN

Position (1)	ASD No. (2)	Work Unit (Org. Chart) (3)	Classification (4)	FTE (5)	Annual		Total Annual Salary (8)	Funding Source/Salary/Wage Dollars			
					Salary (6)	OPE (7)		III/SSSB (9)	UAA (10)	DPI (11)	Other (12)
Director		Aging Svs. Division	Prog.Mgr.3	1	46,813	16,493	63,306	31,653			31,653
Link.Network		Aging Svs. Division	Prog.Super.	0.52	16,525	5,113	21,638				21,638
P.G.Invest.		Aging Svs. Division	StaffAssist.	1	46,813	15,804	62,617				62,617
SUBTOTAL		AGING SVS. DIVISION		2.52	110,151	37,410	147,561	31,653	0	0	115,953
Admin.Svs.Mgr.		Admin Services	ProgStaffAsst.	1	30,020	11,712	41,732	20,866			20,866
Planner		Admin Services	Prog.Dvpt.Spec.	1	25,002	7,035	32,037	12,815	12,815		6,407
Accountant		Admin Services	Fin.Spec.1	1	26,252	8,653	34,905	17,453			17,453
Fin.Tech.		Admin Services	Fin.Technician	1	20,771	9,266	30,037	9,912	12,315	7,810	
MISSuperv.		Admin Services	Admin.Spec.2	1	28,205	11,354	39,559	7,912	15,824		15,823
MIS Specialist		Admin Services	Admin.Spec.1	0.45	13,427	4,686	18,113		9,057	9,057	
Office Mgr/Sec.		Admin Services	Office Asst. 3	1	18,828	17,414	26,242	13,121			13,121
Sec/Rec/Data		Admin Services	Office Asst. 2	4.52	73,546	30,484	104,030	5,379	34,583		64,068
SUBTOTAL		ADMIN SERVICES		10.97	236,051	90,604	326,655	87,458	84,593	16,866	137,738
Prog.Svcs.Mgr		Program Services	Human Svcs Mgr	1	37,690	12,152	49,842	39,874			9,968
Prof. Svcs.		Program Services	Prog. Super.	1	28,655	10,692	39,347		39,347		
SUBTOTAL		PROGRAM SERVICES		2	66,345	22,844	89,189	39,874	39,347	0	9,968
Manager		Adult Housing	Human Svcs. Spec.	1	33,275	11,911	45,186				45,186
Hsg.Prog.Spec.		Adult Housing	Prog. Dvpt. Spec	2.3	60,294	22,242	82,536	36,403			46,133
Sec/Rec.		Adult Housing	Office Asst. 2	2.3	36,564	14,995	51,559	11,089			40,470
SUBTOTAL		ADULT HOUSING		5.6	130,133	49,148	179,281	47,492	0	0	131,789
Manager		Community Services	Human Svcs. Spec	1	29,328	10,911	40,239		35,008	5,231	
Prog.Specialists		Community Services	Prog. Dvpt. Spec	3.5	102,010	38,158	140,168		52,055	38,933	49,135
Secretary		Community Services	Office Asst. 2	0.95	17,812	8,265	26,077		20,862	5,215	
SUBTOTAL		COMMUNITY SERVICES		5.45	149,150	57,334	206,484	0	107,925	49,379	49,135
Manager		Long Term Care Central	Prog.Mgr 1	1	34,456	13,367	47,823	47,823			
Prog.Specialist		Long Term Care Central	Prog. Dvpt. Spec	0.5	14,919	5,903	20,822	20,822			
Secretary		Long Term Care Central	Office Asst. 2	1	15,665	6,838	22,503	22,503			
SUBTOTAL		LONG TERM CARE CENTRAL		2.5	65,040	26,108	91,148	91,148	0	0	0

State of Oregon
Department of Human Resources
Senior Services Division

District 2 Multnomah

E - 3 STAFFING PLAN

5/1/87

File Name: e3ap.vks

Position (1)	ASB No (2)	Work Unit (Org. Chart) (3)	Classification (4)	FTE (5)	Annual Salary (6)	Annual OPE (7)	Total Annual Salary (8)	Funding Source/Salary/Wage Dollars				
								11X/SSBB (9)	OAA (10)	OPT (11)	Other (12)	
Branch Mgr.		LTC-West Branch	Prog. Supervisor.	1	34,385	12,974	47,359	47,359				
PAS - RN		LTC-West Branch	Comm. Health Nurse	1	24,169	9,220	33,389	33,389				
PAS - SW		LTC-West Branch	Social Worker	1	25,510	9,297	34,807	34,807				
Lead Worker		LTC-West Branch	Case Mgr 2	2	49,318	20,710	70,028	70,028				
Risk Intervention		LTC-West Branch	Case Mgr 2	0.5	10,597	4,692	15,289	15,289				
Ongoing C. Mngt.		LTC-West Branch	Case Mgr 2	3	65,686	22,383	88,069	88,069				
Office Mgr		LTC-West Branch	Office Asst 3	1	18,813	7,325	26,138	26,138				
Medical Worker		LTC-West Branch	Office Asst 3	0.5	10,503	4,666	15,169	15,169				
Secretary		LTC-West Branch	Office Asst. 2	1.5	24,015	9,810	33,825	33,825				
SUBTOTAL		LTC-WEST BRANCH		11.5	262,996	101,077	364,073	364,073	0	0	0	0
Branch Mgr.		LTC-NE Branch	Prog. Supervisor.	1	32,279	12,737	45,016	45,016				
PAS - RN		LTC-NE Branch	Comm. Health Nurse	1	30,923	10,717	41,640	41,640				
PAS - SW		LTC-NE Branch	Social Worker	1	23,152	9,561	32,713	32,713				
Lead Worker		LTC-NE Branch	Case Mgr 2	1	24,659	9,467	34,126	34,126				
Intake/CH & APS		LTC-NE Branch	Case Mgr 2	3	70,470	29,064	99,534	99,534				
Risk Intervention		LTC-NE Branch	Case Mgr 2	1	18,891	7,789	26,628	26,628				
Ongoing C. Mngt.		LTC-NE Branch	Case Mgr 2	3.75	88,322	30,748	119,070	119,070				
Office Mgr		LTC-NE Branch	Office Asst 3	1	19,625	8,573	28,198	28,198				
Medical Worker		LTC-NE Branch	Office Asst 3	1	21,005	7,939	28,944	28,944				
Secretary		LTC-NE Branch	Office Asst. 2	2	37,308	14,452	51,760	51,760				
Receptionist		LTC-NE Branch	Office Asst. 1	1	15,054	5,145	20,199	20,199				
SUBTOTAL		LTC-NE BRANCH		16.75	381,678	146,142	527,820	527,820	0	0	0	0
Branch Mgr.		LTC-SE Branch	Prog. Supervisor.	1	32,353	11,869	44,222	44,222				
PAS - RN		LTC-SE Branch	Comm. Health Nurse	1	24,275	9,250	33,525	33,525				
PAS - SW		LTC-SE Branch	Social Worker	1	28,647	10,084	38,731	38,731				
Lead Worker		LTC-SE Branch	Case Mgr 2	2	49,318	18,430	67,748	67,748				
Intake		LTC-SE Branch	Case Mgr 2	2	46,980	17,020	64,000	64,000				
Risk Intervention		LTC-SE Branch	Case Mgr 2	1.5	32,974	10,629	43,603	43,603				
Ongoing C. Mngt.		LTC-SE Branch	Case Mgr 2	3	62,375	24,119	86,494	86,494				
Office Mgr		LTC-SE Branch	Office Asst. 3	1	20,309	7,744	28,053	28,053				
Medical Worker		LTC-SE Branch	Office Asst 3	0.5	10,503	4,666	15,169	15,169				
Secretary		LTC-SE Branch	Office Asst. 2	2	35,913	14,435	50,348	50,348				
Receptionist		LTC-SE Branch	Office Asst. 1	1	15,054	7,661	22,715	22,715				
SUBTOTAL		LTC-SE BRANCH		16	358,701	135,907	494,608	494,608	0	0	0	0

District 2 Multnomah

LOCAL MATCH AND
OTHER RESOURCES DETAIL

Budget and Objectives
E-4

Cash Resources

Inkind Resources

Source	Total	Local		III-B		III-C1		III-C2		OPI		XIX/SSBG	
		Budget	Other	Match	Other	Match	Other	Match	Other	Match	Other	Match	Other
County (ASD Funds)	1,199,452	407,932		0	697,497								94,023
City	570,290			227,042	343,248								
County(Other Agency)	0		0										
Grants	29,253												29,253
Contractor Resources	1,000,231		56,223		531,098		132,479		274,447		5,167		917
	0												
	0												
	0												
	0												
	0												
	0												
	0												
	0												
	0												
	0												
Totals	2,799,226	407,932	56,223	227,042	1,571,843	0	132,479	0	274,447	0	5,167	0	124,093

ASD Note: Local Programs columns added to detail Other Resources budgeted to County-sponsored programs administered by Aging Services Division, i.e., Health Screening, Mental Health, Public Guardian, Adult Foster Care Licensing, and Indigent Burial. Funds for Ombudsman, although County funded, are detailed in IIIB column since Ombudsman is a IIIB OAA service.

EXHIBIT 1, FUNDING LEVEL FOR OAA PRIORITY SERVICES
Comparison of Prior Year Expenditures to Contract Year Budget

SERVICE	PRIOR YEAR EXPENDITURE 1988				CONTRACT YEAR BUDGET 1989			
	OAA	OPI	OTHER FUNDS	TOTAL	OAA	OPI	OTHER FUNDS	TOTAL
Transportation	125,446		284,928	410,374	69,941		289,475	359,416
Information/Referral	76,494		262,288	338,782	87,399		253,171	340,570
Outreach	2,525		33,214	35,739	0		0	0
Case Management	329,446	109,359	166,327	605,132	303,389	110,014	184,185	597,588
Other Access			23,320	23,320	17,901		30,679	48,580
TOTAL ACCESS	533,911	109,359	770,077	1,413,347	478,630	110,014	757,510	1,346,154
Home Care		428,153	21,403	449,556		425,576	21,279	446,855
Personal Care		228,293	11,687	239,980		225,883	11,294	237,177
Home Health Nur./Aide				0		0	0	0
Chore		7,419		7,419		3,273	164	3,437
Other In-home		43,124	6,820	49,944		37,824	13,367	51,291
TOTAL IN-HOME	0	706,999	39,910	746,909	0	692,656	46,104	738,760
TOTAL LEGAL ASSISTANCE	30,750		304,942	335,692	31,673		335,066	366,739

OPI Home Care and Personal Care meet the requirements for sufficient In-home Services (OAA Section 306 (a)(2)(B)). AAAs must meet the requirements of OAA Section 306 (a)(2).

ASD Note: OTHER FUNDS includes cash and inkind resources.

EXHIBIT 2, ALLOCATED FUNDS, CONTRACTED FUNDS, AND TITLE III TRANSFERS

	PART B	PART C-1	PART C-2	PART D	OPI	XIX/SS86
	Social Services	Congregate Meals	Home Delivered Meals	In-Home Services	Oregon Project Independence	Medicaid Soc. Service Block Grant
FY '89 Allocation	\$576,578	\$867,049	\$194,248	\$9,134	\$915,343	\$3,173,939
FY 87-88						
Unallocated	\$0	\$95,954	\$36,493	\$12,178	\$5,200	\$0
Anticipated						
Carryover	\$5,593	\$41,142	\$0	\$0	\$0	\$103,359
Transfers	\$171,003	(\$434,958)	\$263,955	\$0	\$0	\$0
Funds Available	\$753,174	\$569,187	\$494,696	\$21,312	\$920,543	\$3,277,298
FY '89 Budget						
This Action	\$753,174	\$524,423	\$494,696	\$0	\$878,863	\$3,277,298
Uncontracted						
Funds Available	\$0	\$44,764	\$0	\$21,312	\$41,680	\$0

Negative numbers indicated with parentheses.
All estimated carryover subject to closeout verification.

APPENDIX - ATTACHMENT 3

SENIOR SERVICES DIVISION
AGREEMENT FOR DISTRIBUTION AND USE OF DONATED FOODS
AND CASH ASSISTANCE

In order to effectuate the programs of the United States Department of Agriculture for the donation of food commodities, the Senior Services Division (SSD) ("Distributing Agency") and

Recipient Agency

MULTNOMAH COUNTY AGING SERVICES DIVISION
Street and No., or RFD and Box No.

426 SW STARK, 5TH FLOOR

City, State, and Zip Code

County

PORTLAND OR 97204

MULTNOMAH

The Area Agency on Aging ("Recipient Agency") do covenant and agree as follows:

SSD agrees to distribute cash assistance, and the Oregon Department of Education donated food, to Recipient Agency in accordance with regulations, Donation of Foods for Use in the United States, its Territories, and Possessions, and Areas Under Its Jurisdiction (7 CFR 250), Commodity Supplemental Food Program (7 CFR 247), and Administration of the Food Distribution Program to Households on Indian Reservations (7 CFR 283), hereinafter referred to as "regulations" and any amendments made after this agreement. The regulations are made a part hereof. The regulations provide that SSD give Recipient Agency written notice of any amendments of the regulations and reasonable opportunity to conform its operation to any amendment which requires modification of its operations.

Recipient Agency agrees to accept donated food and/or cash assistance for distribution in accordance with the regulations and any amendment thereto, and to comply with all the provisions thereof, and any instructions or procedures issued in connection therewith, including the following:

1. The agency will designate a representative, who will be charged with the responsibility for the proper management and use of commodities and/or cash assistance received. He will be authorized to obligate the agency's funds, and to sign, on behalf of the agency, requests for commodities or cash reports, or other documents necessary in the U.S. Department of Agriculture food program.

2. Commodities and/or cash assistance received under this agreement will be used solely for the benefit of those persons served or assisted by the Recipient Agency, and will not be otherwise disposed of without prior written approval of the Distributing Agency. Under no circumstances will USDA commodities be sold or traded.
3. Commodities will be requested and accepted only in such quantities as can and will be fully utilized without waste.
4. Normal food expenditures will not be reduced because of the receipt or acceptance of these commodities.
5. The Recipient Agency agrees that if it improperly uses any commodity or causes loss of or damage to a commodity through its failure to provide proper storage or care, that the Recipient Agency shall make restitution as prescribed by the Distributing Agency.
6. That representatives of the Distributing Agency and the United States Department of Agriculture may make inspection of the commodities in storage or of the facilities used by the Recipient Agency at any reasonable time.
7. Remit to the Distributing Agency a basic unit fee on all commodities received by the Recipient Agency. This unit charge (based upon units received, such as a sack, case, box, baler, etc.) will be set to cover the cost of expenses incurred by the Distributing Agency for warehousing, handling, and maintaining accountability on all commodities received and distributed.
8. Containers received with shipments of donated commodities will be used exclusively for storage or general use containers at the Recipient Agency's facilities or will be sold and the proceeds shall be used solely for the payment of expenses of the Commodity Distribution Program, which includes transportation, storage, and handling of commodities.
9. The Recipient Agency agrees to investigate promptly any shortage, loss, or damage to commodities and to report the facts relating to each case promptly to the Distributing Agency. The Distributing Agency will have the final determination as to when each case has been properly adjusted.
10. Facilities for the proper handling and storage of commodities requested and accepted will be provided.
11. Commodities received under this agreement will be served with no distinction or segregation whatever between paying and non-paying persons in the type of meals served and the manner of serving.

12. Accurate records shall be maintained pertaining to all transactions relating to the receipt, disposal, and inventory of commodities, including records with respect to the receipt and disbursement of funds. All records required in this section shall be retained for a period of three (3) years from the close of the federal fiscal year to which they pertain. As a minimum, these records will contain the following:
 - a. A record of all commodities and cash assistance received, including date and quantity.
 - b. A record of all amounts of commodities withdrawn from central storage for food preparation purposes.
 - c. A full explanation of any inventory differences.
 - d. An inventory record of donated commodities used and on hand at the end of each month must be maintained.
 - e. A record of cash disbursements.
13. Representatives of the Distributing Agency and the U.S. Department of Agriculture are authorized to inspect and audit all records, including financial records and reports, pertaining to the distribution and use of commodities, and may review or audit the procedures and methods used in carrying out the requirements of this agreement at any reasonable time and place, to insure compliance with the terms and conditions.
14. Recipient Agency shall submit Quarterly Inventory Reports to the Distributing Agency covering receipt and use of food commodities issued including an inventory of food on hand. Recipient Agency will submit such other reports as may be required from time to time by the Distributing Agency.
15. Either agency may terminate this agreement by giving 30 days' notice in writing to the other party. The Distributing Agency may cancel this agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with, by notice in writing to the Recipient Agency. Subject to such notice of termination or cancellation of the agreement, the Recipient Agency agrees to comply with the instructions of the Distributing Agency either to: (a) redonate all remaining inventories of commodities in its possession or control; or (b) return such inventories to the Distributing Agency and transmit such reports as are required by the Distributing Agency to record final disposition of such inventories. The Recipient Agency will be held accountable for any losses occurring prior to and after the date of cancellation, which may be revealed in a final closing audit of the Recipient Agency's operations.

Except that any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

16. Processing and labeling of commodities. Distributing Agencies, Subdistributing Agencies, or Recipient Agencies may employ commercial or institutional facilities to process commodities by converting them into different end-products or by repackaging them after securing written approval from the Distributing Agency to do so. When this is done, Distributing Agencies shall, and Subdistributing Agencies and Recipient Agencies shall be required to enter into written agreements with such processing facilities. These agreements shall provide, as a minimum, that the processing facility shall: (a) fully account for the commodities delivered into its possession by production of an appropriate number of units of end-product or packages; (b) be liable for the return of all commodities not so accounted for or for the value thereof; (c) use or dispose of the containers in which the commodities are received in accordance with the instructions of the Distributing Agency, Subdistributing Agency, or Recipient Agency; and (d) maintain records and submit reports to the Distributing Agency, Subdistributing Agency, or Recipient Agency pertaining to the performance of the contract. When commercial or institutional facilities are employed to process commodities, the end products if placed in containers, or the repackaged commodity, shall be plainly labeled "Contains Commodities Donated by the United States Department of Agriculture - Not To Be Sold or Exchanged" or "Donated by the United States Department of Agriculture - Not To Be Sold or Exchanged" whichever is appropriate. When Distributing Agencies, Subdistributing Agencies, or Recipient Agencies use their own facilities to process commodities, the containers shall be plainly labeled as provided above to the extent practicable and within the limitations of available funds and personnel.

SSD AND RECIPIENT AGENCY AGREE THAT:

This agreement shall become effective when executed by both parties and shall continue until terminated as provided herein. Either party hereto may, by giving at least 30 days' written notice, terminate this Agreement unless such action would conflict with the intent of pertinent legislation: Provided, that, upon receipt of evidence that the terms and conditions of the regulations have not been fully complied with by the Recipient Agency, SSD may terminate this Agreement immediately by notice in writing to Recipient Agency, unless such action would conflict with the intent of pertinent legislation: and provided further, that in the case of noncompliance with Civil Rights regulations, termination shall be in accordance with hearing procedures established therefor. Upon any termination of this Agreement, Recipient Agency agrees to comply with the instructions of SSD either to distribute or to redonate all food remaining in its possession or control in accordance with the Regulations and any amendment thereto and any instructions or procedures issued in connection therewith.

No Member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

No monies or other benefits may be paid out under this program unless this Agreement is completed and filed as requested by existing regulations (7 CFR Part 250).

The reporting and/or recordkeeping requirements contained herein have been Approved by the Office of Management and Budget in accordance with the Federal Reports Act of 1942.

USDA Entitlement Option

Federal Fiscal Year - 89

October 1, 1988 September 30, 1989
Beginning Date Thru Ending Date

Indicate your choice(s) by filling in the appropriate percentage(s). Your choice(s) must total 100%.

Cash-in-lieu 100 %

Commodity foods 0 %

RECIPIENT AGENCY	SENIOR SERVICES DIVISION
BY (Signature) <i>James Mc Connell</i>	BY (Signature)
NAME (Type or Print) JAMES MC CONNELL	NAME (Type or Print)
TITLE DIRECTOR, AGING SERVICES DIVISION	TITLE
DATE <i>5/24/88</i>	DATE
	REVIEWED BY: PROGRAM ASSISTANCE SECTION BY: _____ DATE: _____ SSD CONTRACTS OFFICER BY: _____ DATE: _____



MULTNOMAH COUNTY OREGON

73
J.160

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • Chair • 248-3308
PAULINE ANDERSON • District 1 • 248-5220
GRETCHEN KAFOURY • District 2 • 248-5219
CAROLINE MILLER • District 3 • 248-5217
POLLY CASTERLINE • District 4 • 248-5213
JANE MCGARVIN • Clerk • 248-3277

June 30, 1988

Mr. Duane Zussy, Director
Department of Human Services
426 SW Stark
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held June 30, 1988, the following action was taken:

In the matter of ratification of 16 revenue)
agreements and two addenda with the State Com-)
munity Services delegating to Multnomah County)
various federal and state funds for emergency)
basic needs and community action services in the)
former services areas of the Community Action)
Agency of Portland and MCCA R-29)

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said Intergovernmental Agreements be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Harriet Weber
Bill Thomas

Meeting Date 6/30/88
Agenda No. R-29

COPY OF ALL ATTACHED AGREEMENTS AVAILABLE FROM CLERK OF THE BOARD
REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreements with
State Community Services

Informal Only* _____ (Date) Formal Only _____ (Date)

DEPARTMENT Human Services DIVISION Director's Office

CONTACT Bill Thomas TELEPHONE x 3782

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/ Bill Thomas

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear state-
ment of rationale for the action requested.

The attached revenue agreements and addendums with State Community Services delegate to Multnomah County various federal and state funds for emergency basic needs and community action services in the former service areas of the Community Action Agency of Portland and MCCA. The responsibility for managing these funds has been assigned to the DHS Director's Office. A detailed listing of the sixteen agreements and two amendments is contained in the attached memo to the Chair of the Board.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other: Federal/State

BOARD OF
COUNTY COMMISSIONERS
1988 JUN 23 AM 11:51
MULTNOMAH COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

FROM: Bill Thomas *Bill Thomas*
Emergency Basic Needs Coordinator

DATE: June 22, 1988

SUBJECT: Recommendation for Ratification of State Community Services
Agreements For Emergency Basic Needs and Community Action Services

RECOMMENDATION: The Director's Office recommends ratification of sixteen (16) attached revenue agreements and two agreement amendments from State Community Services. The agreements fund the provision of a variety of emergency basic needs and community action services in Multnomah County, including emergency/community services, energy assistance, homeless assistance and weatherization.

As a consequence of the Board of County Commissioners being designated as the countywide governing authority for community action services effective July 1, 1988, a number of Federal and State funds are being delegated to Multnomah County through assignment or transfer of contracts from the Community Action Agency of Portland (CAAP). As a result of both the assignment by the CAAP of its governing board designation to the BCC and the spin-off of MCCA, the responsibility for managing these funds has been assigned to the Director's Office of the Department of Human Services.

ANALYSIS: These revenue agreements include:

- A. Six existing contracts which are being assigned by the CAAP to DHS effective as of July 1, 1988, for services in CAAP's former service area;
- B. Four new contracts and one contract amendment beginning July 1, 1988, which are being transferred from the CAAP to DHS for services in CAAP's area;
- C. Two new contracts to begin July 1, 1988, which are being transferred from the CAAP to DHS for countywide services; and
- D. Four new/renewal contracts and one contract amendment to begin July 1, 1988, for services in MCCA's former service area.

A detailed listing of these agreements follows.

Memorandum to Gladys McCoy
 SCS Revenue Agreements
 June 22, 1988

SERVICE ELEMENT	FUNDING SOURCE	DURATION	AMOUNT
A. Assignments from CAAP to DHS for CAAP service area			
Emergency/community services	Community Services Block Grant (CSBG)	12/31/88	\$ 352,802* ✓
Energy assistance	Low Income Energy Asst. Program (LIEAP)	12/31/88	\$ 175,211* ✓
Homeless assistance	HUD Emergency Shelter Grant Program (ESGP)	9/15/88	\$ 25,404* ✓
Homeless assistance	Emergency CSBG (ECSBG)	8/31/88	\$ 72,386* ✓
Weatherization	LIEAP Weatherization	12/31/88	\$ 251,306* ✓
Weatherization	U.S. Dept. of Energy (DOE)/EXXON Overcharge	3/31/89	\$1,034,113* ✓
* Close out balance to be determined; less than total amount indicated			
B. Transferred to DHS for CAAP service area			
Weatherization	Stripper Well (PVE)	9/30/88	\$ 105,000 ✓
Weatherization	USDOE/EXXON	3/31/89	\$ 239,622 ✓
Weatherization	amendment to USDOE	3/31/89	\$ 1,000 ✓
Weatherization	Ore. Dept. of Energy (ODOE)/Stripper Well	3/31/89	\$ 85,050 ✓
Weatherization	ODOE	3/31/89	\$ 333,205 ✓
C. New revenues transferred to DHS for countywide services			
Homeless assistance	ESGP	9/15/88	\$ 8,500 ✓
Homeless assistance	State Homeless Asst. Program (SHAP)	6/30/89	\$ 532,000 ✓
D. New revenues for MCCA service area			
Emergency/community services	CSBG	6/30/89	\$ 187,642 ✓
Weatherization	Stripper well	9/30/88	\$ 60,244 ✓
Weatherization	ODOE/Stripper well	3/31/89	\$ 26,824 ✓
Weatherization	ODOE	3/31/89	\$ 97,325 ✓
Weatherization	amendment to USDOE	3/31/89	\$ 1,000 ✓

Memorandum to Gladys McCoy
SCS Revenue Agreements
June 22, 1988

BACKGROUND: On March 3, 1988, the Board of County Commissioners unanimously passed Resolution 88-25, and thereby adopted the following recommendations from the City-County Emergency Basic Needs Committee:

A. to "create a single countywide community action agency to coordinate planning and channeling of funds for emergency basic needs and community action services in Multnomah County" under contract with the Board of County Commissioners which expands "its current designation to become the countywide governing authority for community action;" and

B. to "adopt a service delivery model organized around 9-12 emergency service centers;" and

C. to "establish an Advisory Committee to advise the funders and the countywide community action agency;" and

D. "the transition of MCCA to a private not-for-profit agency capable of continuing to deliver quality services in Mid and East County;" and

the Board of County Commissioners further instructed the Department to enter into negotiations with the CAAP Board in order to move implementation forward.

In the intervening months, representatives from the County and the CAAP have successfully negotiated terms for an contract whereby the CAAP assigns its governing board designation to the BCC. As a consequence, the County will enter into a contract with an expanded CAAP Board and reconfigured CAAP agency to serve as the single administrative entity for the emergency basic needs and community action services system in this county. In addition, a transfer agreement has been successfully negotiated with the Board of Directors of the newly incorporated Human Solutions Inc., in order to provide direct services in MCCA's former service area. (Both of these documents are being placed on the Board's agenda for review and approval.)

As a result of these actions, intergovernmental agreements have been prepared by State Community Services in recognition of the BCC's new status as countywide governing authority for community action. These agreements delegate funds to Multnomah County which by federal and state statutes are required to be contracted with the designated community action agency for the effected geographical service area, in this case all of Multnomah County.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM (See instructions on reverse side)

DHS #149 88-89

TYPE I and TYPE II checkboxes for Professional Services, Revenue, Grant Funding, Intergovernmental Agreement, etc.

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Emergency Shelter Grant Program funds for former service area of Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

RFP/BID # Date of RFP/BID Date of Exemption

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon Dpt. of Human Resources Mailing Address 207 Public Service Bldg. Salem OR 97310 Phone 378-4729 Employer ID# or SS# n/a Effective Date July 1, 1988 Termination Date September 15, 1988 Total Amount of Agreement \$25,404*

Payment Terms Lump Sum Monthly Other Requirements contract-requisition required Purchase Order No.

*close-out balance remaining in assigned contract to be determined

Required Signatures:

Department Head Duane Jussy (signature) Date 6/22/88

Purchasing Director (Type II Contracts Only) Date

County Counsel Date

Budget Office Date

County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION, VENDOR CODE, VENDOR NAME, TOTAL AMOUNT, LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND.



MULTNOMAH COUNTY OREGON
CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS # 151 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # 1 to Contract # _____
(Original Contract Amount 239,622)
(212,013 VS DOE)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is an admendment to a revenue agreement with State Community Services for delegation to Multnomah County of US Department of Energy funds for training and technical assistance in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation

Contractor is MBE FBE

Contractor Name State of Oregon
 Dpt. of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date March 31, 1989
 Total Amount of Agreement \$ 239,622.00
 Addendum: 1,000.00
 TOTAL 240,622.00
(212,013 VS DOE)

Payment Terms
 Lump Sum \$ 1,000
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Duane Jussy (pc) Date 6/22/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE	VENDOR NAME				TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rey. Code 2077 TBA VS DOE	\$ 1,000.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM (See instructions on reverse side)

DHS # 154 88-89

TYPE I

- Professional Services under \$10,000
Revenue
Grant Funding
Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
PCRB Contract
Maintenance Agreement
Licensing Agreement

Amendment # to Contract # (Original Contract Amount)

Amendment # to Contract # (Original Contract Amount)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of US Department of Energy/ Exxon funds to weatherize homes in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

RFP/BID # Date of RFP/BID Date of Exemption

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon Dpt. of Human Resources
Mailing Address 207 Public Service Bldg. Salem OR 97310
Phone 378-4729
Employer ID# or SS# n/a

Payment Terms
Lump Sum \$
Monthly \$
Other \$

Effective Date July 1, 1988

Termination Date March 31, 1989

Total Amount of Agreement \$ 239,622

Requirements contract-requisition required
Purchase Order No.

Required Signatures:

Department Head Duane Zussy (M) Date 6/22/88

Purchasing Director (Type II Contracts Only) Date

County Counsel Date

Budget Office Date

County Executive/Sheriff Date

Table with columns: TRANSACTION CODE, AGENCY, PO DATE, ACCOUNTING PERIOD, BUDGET FY, ACTION (Original Entry, Adjustment)

Table with columns: VENDOR CODE, VENDOR NAME, TOTAL AMOUNT

Main table with columns: LINE NO., CONTRACT NUMBER, FUND, AGENCY, ORGANIZATION, ACTIVITY, OBJECT, SUB OBJ, REPT CATEG, DESCRIPTION, AMOUNT, INC/DEC IND



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS #156 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with the State Community Services for delegation to Multnomah County of Federal Low Income Energy Assistance Program funds to provide energy assistance in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds had been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Department of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date December 31, 1988
 Total Amount of Agreement \$ 175,211*

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

*close-out balance remaining in assigned contract to be determined
Required Signatures:

Department Head Duane Tussy (pc) Date 6/22/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACT/ON				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code 2072	\$ 175,211.00*	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

DHS # 157 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date ~~XXXX~~ 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Federal Community Services Block Grant funds for the former service area of Community Action Agency of Portland. Responsibility for managing these funds has been assigned to DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Dpt. of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
December 31, 1988
 Termination Date _____
 Total Amount of Agreement \$ 352,802*

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

*close-out balance of assigned contracts to be determined

Required Signatures:

Department Head Duane Wussy (pc) Date 6/22/88
 Purchasing Director _____ Date _____
 (Type II Contracts Only)
 County Counsel _____ Date _____
 Budget Office _____ Date _____
 County Executive/Sheriff _____ Date _____

TRANSACTION CODE	PO	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT	\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					CSBG Rev. Code 2071	\$ 352,802.00*	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS # 158 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Federal Low Income Energy Assistance Program funds to weatherize homes in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
 Mailing Address Dpt. of Human Resources
207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date December 31, 1988
 Total Amount of Agreement \$ 251,306*

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

*close-out balance remaining in assigned contract to be determined

Required Signatures:

Department Head Duane Jussy (DC) Date 6/22/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Revenue Code 2073	\$ 251,306 00*	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS #159 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone 248-3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7th

Revenue agreement with State Community Services for Oregon Dept. of

Description of Contract
Energy and Federal Stripper Well funds to weatherize identified HUD low-income apartments in East County. Responsibility for managing these funds has been assigned to the DHS Director's Office as a result of the MCCA spin-off.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State Community Services
Mailing Address 207 Public Service Bldg.
Salem, OR 97310
Phone 1-378-4729
Employer ID# or SS# N/A

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____

Effective Date July 1, 1988
Termination Date March 31, 1989

Requirements contract-requisition required
Purchase Order No. _____

Total Amount of Agreement \$ ODOE \$25,547
Stripper Well 1,277
Total Contract \$ 26,824

Required Signatures:

Department Head Diane Zussy (CD) Date 6/22/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME					TOTAL AMOUNT		\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)	
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Codes ODOE 2395	\$25,547	
									Stripper Well 2077	\$1,277	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS #160 88-89

<p>TYPE I</p> <input type="checkbox"/> Professional Services under \$10,000 <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Grant Funding <input checked="" type="checkbox"/> Intergovernmental Agreement	<p>TYPE II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement
Amendment # _____ to Contract # _____ (Original Contract Amount _____)	Amendment # _____ to Contract # _____ (Original Contract Amount _____)

Contact Person Bill Thomas Phone 248-3782 Date 6/21/88
 Department Human Services Division Administration Bldg/Room 160/7

Description of Contract Revenue agreement with State Community Services for Oregon Dept. of Energy funds to weatherize identified Housing Authority of Portland units in east county. Responsibility for managing these funds has been assigned to the DHS Director's Office as a result of the MCCA spin-off.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____
 Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State Community Services
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 1-378-4792
 Employer ID# or SS# N/A
 Effective Date July 1, 1988
 Termination Date March 31, 1989
 Total Amount of Agreement \$ 97,325

Payment Terms
 Lump Sum \$ _____
 Monthly \$ 12,000
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head *Duane Juszay* Date 6/22/88
 Purchasing Director _____ Date _____
 (Type II Contracts Only)
 County Counsel _____ Date _____
 Budget Office _____ Date _____
 County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev Code ODOE 2395	\$ 97,325	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS #162 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Federal Community Services block grant funds for the former service area of MCCA. Responsibility for the management of these funds has been assigned to the DHS Director's Office as a result of the MCCA spin off.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
 Mailing Address Dept. of Human Resources
207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 187,642.00

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____

Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head Duane Jussy (DC) Date 6/22/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
						<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)					
VENDOR CODE	VENDOR NAME				TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
		156	010	0130					Rev. Code 2071	\$ 187,642.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

DHS #163 88-89

TYPE II

- TYPE I**
- Professional Services under \$10,000
 - Revenue
 - Grant Funding
 - Intergovernmental Agreement

- TYPE II**
- Professional Services over \$10,000 (RFP, Exemption)
 - PCRB Contract
 - Maintenance Agreement
 - Licensing Agreement

Amendment # _____ to Contract # _____
 (Original Contract Amount _____)

Amendment # _____ to Contract # _____
 (Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88
 Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Oregon Department of Energy funds to weatherize Portland Housing Authority units in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____
 Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Dept. of Human Resources
 Mailing Address 207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date March 31, 1989
 Total Amount of Agreement \$ 333,205

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Duane Tussy (W) Date 6/22/88
 Purchasing Director _____ Date _____
 (Type II Contracts Only)
 County Counsel _____ Date _____
 Budget Office _____ Date _____
 County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	IN DI
		156	010	0130					ODOE Rev. Code 2395	\$ 333,205.00	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS # 164 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/21/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Oregon Department of Energy and Federal Stripper Well funds to weatherize various apartment buildings in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
 Mailing Address Dpt. of Human Resources
207 Public Service Bldg.
Salem OR 97310
 Phone 378-4729
 Employer ID# or SS# n/a
 Effective Date July 1, 1988
 Termination Date March 31, 1989
 Total Amount of Agreement \$ 85,050

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head Diane Jussy (cc) Date 6/22/88
 Purchasing Director _____ Date _____
 Type II Contracts Only)
 County Counsel _____ Date _____
 Budget Office _____ Date _____
 County Executive/Sheriff _____ Date _____

INSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION			
							<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)			
VENDOR CODE	VENDOR NAME					TOTAL AMOUNT	\$			
CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	156	010	0130					Rev. Code 2395	\$ 81,000.00	
	156	010	0130					Rev. Code 2077	\$ 4,050.00	
									\$	
									\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS #165 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone 248-3782 Date 6/22/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for Federal Petroleum Violation Escrow funds for a summer youth employment program to weatherize homes in east county. Responsibility for managing these funds has been assigned to the DHS Director's Office as a result of the MCCA spin-off.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State Community Services
 Mailing Address 207 Public Service Bldg.
Salem, OR 97310
 Phone 1-1378-4792
 Employer ID# or SS# N/A

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____

Effective Date July 1, 1988

Termination Date September 30, 1988

Total Amount of Agreement \$60,244

Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head Duane Wessing (w) Date 6/22/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code for P.V.E. to be assigned	\$60,244	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

DHS #166 88-89

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/22/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Federal Petroleum Violation Escrow funds for a summer youth employment program to weatherize homes in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State of Oregon
Dept. of Human Services
Mailing Address 207 Public Service Bldg.
Salem, OR 97310
Phone 1-378-4729
Employer ID# or SS# N/A
Effective Date July 1, 1988
Termination Date Sept. 30, 1988
Total Amount of Agreement \$105,000

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head Duane Zussy (WC) Date 6/22/88

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE	VENDOR NAME				TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					Rev. Code for 2077 P.V.E. to be assigned	\$105,000	
										\$	
										\$	
										\$	

COPY OF ALL ATTACHED AGREEMENTS AVAILABLE FROM CLERK OF THE BOARD
REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of Intergovernmental Agreements with
State Community Services

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Director's Office

CONTACT Bill Thomas TELEPHONE x 3782

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/ Bill Thomas

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear state-
ment of rationale for the action requested.

The attached revenue agreements and addendums with State Community Services delegate to Multnomah County various federal and state funds for emergency basic needs and community action services in the former service areas of the Community Action Agency of Portland and MCCA. The responsibility for managing these funds has been assigned to the DHS Director's Office. A detailed listing of the sixteen agreements and two amendments is contained in the attached memo to the Chair of the Board.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other: Federal/State

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL David C. Sharrow

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) J. Kue

OTHER _____
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3782

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Duane Zussy, Director *Duane Zussy*
Department of Human Services

FROM: Bill Thomas *Bill Thomas*
Emergency Basic Needs Coordinator

DATE: June 22, 1988

SUBJECT: Recommendation for Ratification of State Community Services
Agreements For Emergency Basic Needs and Community Action Services

RECOMMENDATION: The Director's Office recommends ratification of sixteen (16) attached revenue agreements and two agreement amendments from State Community Services. The agreements fund the provision of a variety of emergency basic needs and community action services in Multnomah County, including emergency/community services, energy assistance, homeless assistance and weatherization.

As a consequence of the Board of County Commissioners being designated as the countywide governing authority for community action services effective July 1, 1988, a number of Federal and State funds are being delegated to Multnomah County through assignment or transfer of contracts from the Community Action Agency of Portland (CAAP). As a result of both the assignment by the CAAP of its governing board designation to the BCC and the spin-off of MCCA, the responsibility for managing these funds has been assigned to the Director's Office of the Department of Human Services.

ANALYSIS: These revenue agreements include:

- A. Six existing contracts which are being assigned by the CAAP to DHS effective as of July 1, 1988, for services in CAAP's former service area;
- B. Four new contracts and one contract amendment beginning July 1, 1988, which are being transferred from the CAAP to DHS for services in CAAP's area;
- C. Two new contracts to begin July 1, 1988, which are being transferred from the CAAP to DHS for countywide services; and
- D. Four new/renewal contracts and one contract amendment to begin July 1, 1988, for services in MCCA's former service area.

A detailed listing of these agreements follows.

Memorandum to Gladys McCoy
 SCS Revenue Agreements
 June 22, 1988

SERVICE ELEMENT	FUNDING SOURCE	DURATION	AMOUNT
A. Assignments from CAAP to DHS for CAAP service area			
Emergency/community services	Community Services Block Grant (CSBG)	12/31/88	\$ 352,802*
Energy assistance	Low Income Energy Asst. Program (LIEAP)	12/31/88	\$ 175,211*
Homeless assistance	HUD Emergency Shelter Grant Program (ESGP)	9/15/88	\$ 25,404*
Homeless assistance	Emergency CSBG (ECSBG)	8/31/88	\$ 72,386*
Weatherization	LIEAP Weatherization	12/31/88	\$ 251,306*
Weatherization	U.S. Dept. of Energy (DOE)/EXXON Overcharge	3/31/89	\$1,034,113*
* Close out balance to be determined; less than total amount indicated			
B. Transferred to DHS for CAAP service area			
Weatherization	Stripper Well (PVE)	9/30/88	\$ 105,000
Weatherization	USDOE/EXXON	3/31/89	\$ 239,622
Weatherization	amendment to USDOE	3/31/89	\$ 1,000
Weatherization	Ore. Dept. of Energy (ODOE)/Stripper Well	3/31/89	\$ 85,050
Weatherization	ODOE	3/31/89	\$ 333,205
C. New revenues transferred to DHS for countywide services			
Homeless assistance	ESGP	9/15/88	\$ 8,500
Homeless assistance	State Homeless Asst. Program (SHAP)	6/30/89	\$ 532,000
D. New revenues for MCAA service area			
Emergency/community services	CSBG	6/30/89	\$ 187,642
Weatherization	Stripper well	9/30/88	\$ 60,244
Weatherization	ODOE/Stripper well	3/31/89	\$ 26,824
Weatherization	ODOE	3/31/89	\$ 97,325
Weatherization	amendment to USDOE	3/31/89	\$ 1,000

Memorandum to Gladys McCoy
SCS Revenue Agreements
June 22, 1988

BACKGROUND: On March 3, 1988, the Board of County Commissioners unanimously passed Resolution 88-25, and thereby adopted the following recommendations from the City-County Emergency Basic Needs Committee:

A. to "create a single countywide community action agency to coordinate planning and channeling of funds for emergency basic needs and community action services in Multnomah County" under contract with the Board of County Commissioners which expands "its current designation to become the countywide governing authority for community action;" and

B. to "adopt a service delivery model organized around 9-12 emergency service centers;" and

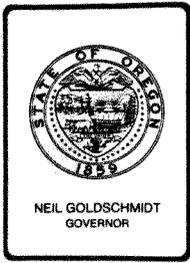
C. to "establish an Advisory Committee to advise the funders and the countywide community action agency;" and

D. "the transition of MCCA to a private not-for-profit agency capable of continuing to deliver quality services in Mid and East County;" and

the Board of County Commissioners further instructed the Department to enter into negotiations with the CAAP Board in order to move implementation forward.

In the intervening months, representatives from the County and the CAAP have successfully negotiated terms for an contract whereby the CAAP assigns its governing board designation to the BCC. As a consequence, the County will enter into a contract with an expanded CAAP Board and reconfigured CAAP agency to serve as the single administrative entity for the emergency basic needs and community action services system in this county. In addition, a transfer agreement has been successfully negotiated with the Board of Directors of the newly incorporated Human Solutions Inc., in order to provide direct services in MCCA's former service area. (Both of these documents are being placed on the Board's agenda for review and approval.)

As a result of these actions, intergovernmental agreements have been prepared by State Community Services in recognition of the BCC's new status as countywide governing authority for community action. These agreements delegate funds to Multnomah County which by federal and state statutes are required to be contracted with the designated community action agency for the effected geographical service area, in this case all of Multnomah County.



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 14, 1988

William Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear Mr. Thomas:

Enclosed are four copies of the State Homeless
Assistance Program (SHAP) Contract.

Please sign and return all copies to this office as soon
as possible.

If you have any questions, please call me at 378-4729.

Sincerely,

Kelly Sedore

Kelly Sedore
Financial Management Team

cc: Grant File

Enclosure

064

AGREEMENT FOR THE DELEGATION OF STATE HOMELESS ASSISTANCE
PROGRAM (SHAP) FUNDS

Between

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)
and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
(hereinafter referred to as the Subgrantee)

By this agreement, the Grantee transfers \$532,000.00
to the Subgrantee for the period beginning July 1, 1988
and ending June 30, 1989 with the following conditions and
requirements.

Work to be Performed

All work and activities, under this agreement, shall be performed in accordance with provisions of the Oregon Administrative Rules (OAR) 410-60-000 et seq., The Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35 as amended), the Approved Work Program, the approved Budget and the terms of this agreement. In addition, the Subgrantee and all the Subgrantee's contractors and subcontractors, shall comply with all applicable federal, state, county and local laws, ordinances and regulations in the performance of this contract.

Assurances

The Subgrantee assures that (a) no SHAP Homeless Funds will be utilized for political activities, (b) no person shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or any activity funded, in whole or in part, by this contract and (c) no discrimination shall occur on the basis of age under the Age discrimination Act of 1975 (42 USC S 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC S 701 et seq.)

3. Fiscal and Program Management

The Subgrantee shall maintain financial and program records documenting all its expenditures with generally accepted accounting principles. The Grantee, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Subgrantee which are directly pertinent to this delegation of funds for the purpose of making audit, examination, excerpts, and transcripts.

Accurate and timely reports shall be filed in compliance with OAR 410-60-025.

4. Audits

All grant transactions must be audited annually by a qualified and independent auditor in compliance with the standards contained in the U.S. General Accounting Office publication entitled "Standards for Audit for Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States. The agency auditor must state in the audit report that the audit meets the cited standards and include a management letter. The audit report shall be submitted to the Grantee no later than 180 days following the end of the Subgrantee's accounting year or termination of this agreement. The Subgrantee shall be responsible for the monitoring and audit requirements of its contractors and subcontractors.

5. Changes in Agreement and Termination

The Grantee or the Subgrantee may change this agreement, the approved work program and budget at any time as set out in OAR 410-60-025. All such changes mutually agreed upon shall be signed and attached to this contract as amendments.

Either party, upon 30 days written notice delivered by certified mail or in person, may terminate this agreement, in whole or in part, for cause which may include but not be limited to:

- (A) Failure to fulfill obligations under this agreement including compliance with OAR 410-60-015 et seq., the approved work program and the approved budget.
- (B) Submission of reports that are untimely, fraudulent, incorrect or incomplete.
- (C) Improper or illegal use of funds provided under this agreement and as set out in OAR 410-60-010 et seq.
- (D) Any authorization, license, approval or filing necessary to allow Subgrantee to carry out its obligations under this agreement fails to be issued or granted, or expires, lapses, is revoked, withdrawn or withheld.

(E) Subgrantee:

1. applies for or consents to the appointment of or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property;
2. admits in writing its inability, or is generally unable to pay its debts as they become due;
3. makes a general assignment for the benefit of its creditors;
4. is adjudicated a bankrupt or insolvent;
5. fails to controvert in a timely or appropriate manner or agrees in writing to, an involuntary petition for bankruptcy.

(F) If SCS funding for the SHAP is not obtained and continued at a level sufficient to allow for funding of the indicated transfer, this agreement may be modified to accommodate a reduction in funds.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party which have already accrued prior to such termination. The rights or remedies of Grantee shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

In the event of termination, all property, documents, data, studies, etc., and unexpended funds relative to this agreement, shall be returned to the Grantee. Any additional expenditures of SHAP Funds must have the prior written approval of Grantee.

Hold Harmless Provisions

The Subgrantee agrees to indemnify, defend and hold harmless the State of Oregon and its officers, agents and employes from claims, lawsuits and judgments of whatever nature brought against those parties which arise from the activities of the Subgrantee, its contractors or subcontractors, from their performance of the provisions of this agreement. This indemnity provision shall not require the Subgrantee to defend or indemnify the State against any action based solely on the alleged negligence of the State.

Payments to Agencies with 12-Month Contracts

The grant application will include a schedule of payments to meet the cash needs of the subgrantee. The procedure for the disbursement of the payments by the Grantee will be as follows:

- a. Grantee shall pay an amount based on Subgrantee's grant application sufficient for 60 days' operation to Subgrantee upon the signing of this agreement.

- b. Grantee shall pay the next scheduled payment after the Subgrantee's "Request for SHAP Funds" form, attached as Exhibit A hereto, has been received and approved by the Grantee. Approval shall only be given if Subgrantee's cash level reaches 30 days cash requirements and all required SHAP Reports have been submitted to Grantee. Processing will normally take ten (10) working days.
- c. At the end of each quarter, the Subgrantee shall file a quarterly financial report pursuant to OAR 410-60-025(1)(c). Upon review of this quarterly financial report, Grantee may adjust the amount transferred to Subgrantee, within the limits of the total grant amount, upward or downward to reflect the actual expenditure of funds.

8. Withholding

Grantee shall withhold all payments due to Subgrantee from all contracts and agreements in effect between Grantee and Subgrantee if Subgrantee violates any provision of this agreement including, but not limited to:

- (a) if program, audit, or financial reports required by OAR 410-60-025 are delinquent;
- (b) if annual audits are not in compliance with federal standards.

9. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

10. Severability

If any provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. Assignment

Subgrantee shall not assign or transfer its interest in this agreement without the express written consent of the Grantee.

12. Waiver

The failure of the Grantee to enforce any provision of this agreement shall not constitute a waiver by the Grantee of that or any other provision.

13. Attorney Fees

The prevailing party in any lawsuit under this agreement, shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

14. Merger.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

Delegate Code: 9995
State I.D. #: _____
Federal I.D. #: _____

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-85, and A-102, as they related to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employes of state and local governments.
6. It will establish safeguards to prohibit employes from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial condition for the receipt of any Federal financial assistance for construction or acquisition purpose for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

APPLICATION FOR HOMELESS EMERGENCY SHELTER FUNDS
ATTACHMENT I - PROPOSED WORK PROGRAM NARRATIVE

PROGRAM TITLE _____

SUBGRANTEE NAME _____

PROGRAM PERIOD _____ TO _____

PROGRAM NARRATIVE

AGENCY NAME _____

For each separate program prepare the following:

1. Program title:
2. Program narrative including:
 - a. Objectives to be achieved for all services provided through this program. Objectives must be stated in terms that are measurable and/or quantifiable and must show an increase in service delivery.
 - b. A Homeless Shelter Program Narrative Report with the "Planned" section completed. An example of a completed report is enclosed for your use.
3. Evaluation plan:

An evaluation plan for each program must be included in your application. The purpose of this plan is to demonstrate that an effort was made to document the effects of your allocation's expenditure.
4. A Proposed Program Budget using the forms in Attachment III.

Program Narrative Report

State of Oregon
Office of the Director
Department of Human Resources
State Community Services

Contract Date: _____
Period Covered: _____
Agency Name: _____
Contact Person: _____
Telephone No.: _____

OBJECTIVES:

Planned

Actual

B. OTHER ACTIVITIES:

Planned

Actual

C. CORRECTIVE ACTION UNDERTAKEN:

- Use additional sheets if necessary.

APPLICATION FOR HOMELESS EMERGENCY SHELTER FUNDS

ATTACHMENT III - PROPOSED PROGRAM BUDGET

PROGRAM TITLE _____

SUBGRANTEE NAME _____

PROGRAM PERIOD _____, 19__ to _____, 19__

	AMOUNT
1.1 - Personal Services	
1.3 - Professional Services	
1.3 - Audit	
2.1 - Travel - Instate	
2.1 - Travel - Out-of-State	
2.2 - Space Costs	
2.3 - Consumable Supplies	
2.4 - Lease & Purchase of Equipment	
2.6 - Other Costs (including Administration)	
TOTAL	

APPLICATION FOR HOMELESS EMERGENCY SHELTER FUNDS

SCHEDULE OF PROFESSIONAL SERVICES

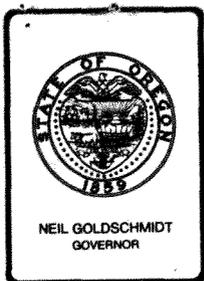
PROGRAM TITLE _____

SUBGRANTEE NAME _____

PROGRAM PERIOD _____, 19__ to _____, 19__

CONTRACTOR NAME	AMOUNT
TOTAL	

This supporting schedule must be provided for those line items requiring detailed information. Total must agree with the amounts indicated on the budget line items supported by the schedule.



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 20, 1988

Bill Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear Bill:

Enclosed is a contract for the City of Portland component of the Multnomah County Summer Youth Employment Program.

This contract is being sent prior to State Community Services (SCS) receiving a work plan and appropriate budget categories for the purposes of the county reviewing method, as per your request. The dollar amount is contingent on several variables, SCS approval of the work plan/itemized budget categories and the availability of funds.

Thank you for your cooperation dealing with this issue, if you have any questions or concerns, please contact me at once.

Sincerely,

Les Ferguson
Financial Management Team

enc.

345.ms

SCS CODE <u>647-9-20-16-64-43</u>	Petroleum Violation Escrow (PVE)	Amount <u>\$105,000.00</u>
SCS CODE _____	DOE	Amount \$ _____
SCS CODE _____	LIEAP	Amount \$ _____
	LIEAP Administrative funds:	
		Amount \$ _____

PROJECT TITLE: DOE/PVE/LIEAP Low Income Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS
BETWEEN

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
(hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
U.S. DOE:			
PVE	\$105,000.00	JUNE 1, 1988	SEPT. 30, 1988
LIEAP			
LIEAP Administrative Funds			

- Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1989 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 89 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/PVE/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/PVE/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/PVE/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/PVE/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Single Audit Act of 1984, the office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter. If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/PVE payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;
- e. Certification of a Community Action Agency (CAP) in your

area;

- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

11. Equipment Purchases. Any equipment purchased with DOE/PVE /LIEAP Weatherization funds shall remain the property of the Grantee, and proper inventory records shall be retained identifying that property as DCE/PVE/LIEAP Weatherization equipment. Inventory records shall be filed with the Grantee on a quarterly basis. All purchases of equipment costing more than \$100 per item shall require three bids solicited and retained by Subgrantee. Prior written approval of Grantee is required before Subgrantee can purchase such equipment.

12. Payments. Grantee shall pay 17% of the DOE/PVE grant amount and 25% of the LIEAP grant amount upon the signing of this agreement. Thereafter, Subgrantee shall receive a monthly reimbursement from Grantee after filing timely and accurate reports pursuant to Section 3 hereof. LIEAP Administrative Funds shall be paid according to the terms set out in the Addendum attached hereto.

13. Indemnity. The Subgrantee shall save and hold harmless the State of Oregon, the Grantee, its officers, employees and members, from all claims, suits or action of whatsoever nature resulting from or arising out of the activities of the Subgrantee or its Subcontractors, agents or employees under this agreement.

14. Captions. The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

15. Severability. If any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Attorney Fees. The prevailing party in any lawsuit under this agreement shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Waiver. The failure of Grantee to enforce any provision of this agreement shall not constitute a waiver by Grantee of that or any other provision.

18. Subcontractors. Subgrantee shall not enter into any subcontracts for any of the work scheduled under this agreement without following federal regulations for subcontracting and receiving prior written approval from Grantee for its procedures for awarding subcontracts and reporting on the work performed under these subcontracts.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the grantee that sufficient funds are available to finance this agreement as indicated.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By _____
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

Date: _____

By _____
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

9. It will assist the Department of Energy or Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying the Department of Energy or Health and Human Services of the existence of any such properties, and by (b) complying with all requirements established by the Department of Energy or Health and Human Services to avoid or mitigate adverse effects upon such properties.

U.S. Department of Energy

Assurance of Compliance

Nondiscrimination in Federally Assisted Programs

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

(hereinafter called the "Subgrantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Educational Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the Subgrantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Multnomah County, Oregon:

By _____
Community Services Program Date

By _____
Department of Human Services Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel Date



MULTNOMAH COUNTY OREGON

Check EBCC copies

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- Professional Services under \$10,000
- Revenue
- Grant Funding
- Intergovernmental Agreement

TYPE II

- Professional Services over \$10,000 (RFP, Exemption)
- PCRB Contract
- Maintenance Agreement
- Licensing Agreement

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Bill Thomas Phone x3782 Date 6/22/88

Department Human Services Division Administration Bldg/Room 160/7

Description of Contract This is a revenue agreement with State Community Services for delegation to Multnomah County of Federal Petroleum Violation Escrow funds for a summer youth employment program to weatherize homes in the former service area of the Community Action Agency of Portland. Responsibility for managing these funds has been assigned to the DHS Director's Office.

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

Reviewed For MBE FBE Participation

Contractor is MBE FBE

State of Oregon
 Contractor Name Dept. of Human Services
 Mailing Address 207 Public Service Bldg.
Salem, OR 97310
 Phone 1-378-4729
 Employer ID# or SS# N/A
 Effective Date July 1, 1988
 Termination Date Sept. 30, 1988
 Total Amount of Agreement \$105,000

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

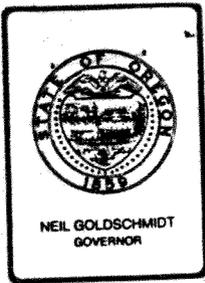
Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	TOTAL AMOUNT	ACTION				
						\$	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0130					<i>Rev Code 2077</i> P.V.E. to be assigned	\$105,000	
										\$	
										\$	
										\$	



Department of Human Resources

OFFICE OF THE DIRECTOR

State Community Services

207 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE (503) 378-4729

June 20, 1988

Bill Thomas
Multnomah County Department
of Human Services
426 SW Stark, 7th Floor
Portland, OR 97204

Dear Bill:

Enclosed is a contract for the City of Portland component of the Multnomah County Summer Youth Employment Program.

This contract is being sent prior to State Community Services (SCS) receiving a work plan and appropriate budget categories for the purposes of the county reviewing method, as per your request. The dollar amount is contingent on several variables, SCS approval of the work plan/itemized budget categories and the availability of funds.

Thank you for your cooperation dealing with this issue, if you have any questions or concerns, please contact me at once.

Sincerely,

Les Ferguson

Les Ferguson
Financial Management Team

enc.

345.ms

SCS CODE <u>647-9-20-16-64-43</u>	Petroleum Violation Escrow (PVE)	Amount <u>\$105,000.00</u>
SCS CODE _____	DOE	Amount \$ _____
SCS CODE _____	LIEAP	Amount \$ _____
	LIEAP Administrative funds:	
		Amount \$ _____

PROJECT TITLE: DOE/PVE/LIEAP Low Income Weatherization Assistance

AGREEMENT FOR THE DELEGATION OF FUNDS

BETWEEN

OREGON STATE COMMUNITY SERVICES
Department of Human Resources
(hereinafter referred to as the Grantee)

and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
(hereinafter referred to as the Subgrantee)

By this agreement and all the attachments, the Grantee transfers the following sums for the following periods subject to the following conditions and requirements.

	Amount:	From:	To:
U.S. DOE:			
PVE	\$105,000.00	JUNE 1, 1988	SEPT. 30, 1988
LIEAP			
LIEAP Administrative Funds			

- Work to be Performed. The Subgrantee shall perform the attached work program(s) in a satisfactory manner. The 1989 DOE Weatherization Plan and/or LIEAP Weatherization Guide are incorporated into and made a part of this Agreement.

2. Compliance with Approved Programs. All activities will be performed in accordance with the approved work programs, the approved budgets, terms of this agreement, and the Federal Fiscal Year (FFY) 89 Oregon DOE and/or LIEAP State Plan(s).

3. Reports and Records. The Subgrantee shall submit certified, timely, complete and accurate reports to the Grantee detailing the progress made toward the program objective(s) and including all administrative and program expenditures. The reports must agree with the Subgrantee's accounting records and be certified by the Subgrantee's chief executive officer. The monthly reports are to be received by the Grantee on or before the 12th day of each month following the last day of the previous month on standard reporting forms provided by the Grantee with supplemental information provided at the discretion of the subgrantee.

4. Compliance with Laws. The Subgrantee and its subcontractors shall comply with all applicable federal laws and instructions, state statutes and regulations, and local ordinances and codes including, but not limited to:

- 10 CFR 600.103 - Cost Determination
- 10 CFR 600.104 - Responsible Applicant
- 10 CFR 600.105 - Special Restrictive Conditions of the Award
- 10 CFR 600.107 - Cost Sharing
- 10 CFR 600.109 - Financial Management Systems
- 10 CFR 600.110 - Cash Depositories
- 10 CFR 600.111 - Bonding and Insurance
- 10 CFR 600.112 - Payment
- 10 CFR 600.113 - Program Income
- 10 CFR 600.114 - Budget and Project Revisions
- 10 CFR 600.115 - Performance Reports
- 10 CFR 600.117 - Property Management
- 10 CFR 600.119 - Procurement Under Grants and Subgrants
- 10 CFR 600.120 - Audit Requirements
- 10 CFR 600.124 - Record Retention Requirement

Instructions and stipulations of the Department of Energy
Instructions and stipulations of the Social Security
Administration (Title VI of the Human Services
Reauthorization Act, P.L. 98-558)

OAR 410-50-000 through 410-50-030

The Assurances listed in Exhibits A and B hereto and by this reference incorporated herein.

In cases of suspected fraud by applicants, employees, subcontractors, or vendors, the Subgrantee shall cooperate with all appropriate investigative agencies, and be solely responsible for fraudulent expenditures. The Subgrantee will also assist in recovering invalid payments made by its employees.

5. Fiscal Management. The Subgrantee and its subcontractors shall maintain accurate financial records documenting all expenditures made from Grantee funds. These records shall include adjustments to reconcile the accounting records, the financial reports to Grantee and the audit report for the common accounting period. Expenditures shall not exceed the amount set out in this contract including amendments.

All income that is generated by or attributable to DOE/PVE/LIEAP Weatherization funds shall be identified and segregated for expenditures relating to DOE/PVE/LIEAP Weatherization. If cash is deposited in a combined or centralized income-yielding bank account with non-weatherization funds, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures are to be made within the grant year earned.

All unexpended funds remaining at the end of the DOE/PVE/LIEAP Weatherization grant period(s) set out in this agreement must be returned to Grantee no later than 60 days following the expiration or termination of this agreement, with the exception of funds to pay for the audit referred to in Section 6.

The Subgrantee shall prepare and retain the records pertinent to DOE/PVE/LIEAP Weatherization program operation including client records, income documentation, and financial records, and keep such records available for a minimum of three year following final resolution of an audit of these funds.

Grantee, the Secretary of State's Office of the State of Oregon, the federal government and their duly authorized representatives shall have access to the books, documents, papers, audits and records of the Subgrantee and its Subcontractors which are directly pertinent to this grant for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of Grantee which may take possession of them at any time with three business days' notice to Subgrantee.

6. Audits. Subgrantee and its subcontractors shall maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that administration and program costs meet federal and state requirements.

All grant receipts and expenditures, from whatever source, whether cash or non-cash, and whether received or spent by Subgrantee or its subcontractors, shall be audited by an independent and qualified external auditor at the end of the grant period or upon termination as set out in Section 9. The audit must meet the standards contained in the United States General Accounting Office Publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (1981), the Single Audit Act of 1984, the office of Management and Budget Circular A-102, and any additional federal or state requirements and include a management letter prepared by the auditor. It shall be submitted to Grantee within 180 days after the end of the grant period or termination, as set out in Section 9. All auditor workpapers pertaining to the annual audit will be open for examination by any and all federal, state and Grantee auditors and/or representatives.

7. Monitoring. Monitoring of Subgrantee will be done at regular intervals. Grantee's staff will give reasonable notification of monitoring schedules. The Subgrantee must provide all records requested by Grantee for this monitoring.

Monitoring shall include, but not be limited to: inspection of client files, program records and reports, inventory records, fiscal records including original receipts for expenditures, compliance with agreement provisions, work program, budget reports, state and federal regulations.

Subgrantees will be advised within forty-five (45) days after the monitoring visit of findings. If there are deficiencies, preliminary findings will be issued with examples and corrective action will be requested. Subgrantees will have thirty days from receipt of the preliminary findings to request assistance, file a corrective plan or explain why the findings are in error.

Grantee shall notify Subgrantee of its acceptance or rejection of all or parts of the Subgrantee's response within twenty (20) days. Subgrantee will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, Grantee shall transmit to Subgrantee a finding of facts detailing the specific deficiencies and required corrective actions. Subgrantee shall have thirty (30) days to take corrective actions.

If corrective actions have not taken place by the end of the thirty (30) days, Grantee will notify Subgrantee of the sanctions it will apply. Such sanctions include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. Grantee will inform Subgrantee of the appeals process in its sanction letter. If Subgrantee subcontracts some of its functions under this grant to Subcontractors, Subgrantee is responsible for monitoring and auditing the activities of its subcontractors to assure that all regulations are being complied with and that grant funds are being spent for authorized purposes. Monitoring shall include, without limitation, all the activities listed in the second paragraph of this section. Responsibility for program integrity remains with the Subgrantee. The Subgrantee will also be responsible for insuring that Subcontractors have adequately trained their employees and verifying that the Subcontractors are processing Weatherization authorizations accurately. Any disallowed costs, due to error on the part of Subcontractors, will be considered to be disallowed costs of the Subgrantee.

8. Amendments to Agreement. Either party to this agreement may negotiate changes to this agreement, the approved work program, and budget at any time. All changes which have been mutually agreed upon shall be executed on forms provided by the Grantee, signed by both parties, and shall become amendments to this agreement.

9. Termination. The Grantee may, upon 30 days written notice delivered by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:

- a. Failure of Subgrantee to fulfill obligations under this agreement including: compliance with applicable state and federal regulations, compliance with the approved work program and attached budget, compliance with directives received from DOE, filing of accurate, complete and timely reports and audits and filing of inventory records;
- b. Improper or illegal use of funds provided under this Agreement;
- c. Suspension or reduction of Department of Energy/PVE payments to the Grantee;
- d. Suspension or reduction of Department of Health and Human Services, Social Security Administration (Title VI of the Human Services Authorization Act, P.L. 98-558) payments to the Grantee;
- e. Certification of a Community Action Agency (CAP) in your

area;

- f. Any license or certificate required by law or required to be held by Subgrantee to provide the services required by this agreement is for any reason denied, revoked, or not renewed;
- g. Subgrantee (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or its property, (2) admits in writing its inability, or is generally unable to pay, its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) is adjudicated a bankrupt or insolvent, (6) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

In the event of termination of this agreement, all money, property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subgrantee under this agreement, shall be returned to the Grantee.

The Subgrantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this agreement and within its approved Allocation Plan after receipt of a termination notice pursuant to this section.

Upon issuance of the notice to terminate this agreement by the Grantee, the Grantee may require that all grant expenditures be suspended on receipt of said notice and any additional expenditures must have prior approval by the Grantee.

Notwithstanding the above, the Subgrantee shall not be relieved of its liability to the Grantee for damages sustained by the Grantee by virtue of any breach of this agreement by the Subgrantee. The Grantee may withhold any reimbursement to the Subgrantee for the purpose of set-aside until such time as the exact damages due to Grantee from the Subgrantee are agreed upon or otherwise determined.

10. Equal Opportunity. The Subgrantee agrees that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by Grantee.

19. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. SUBGRANTEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

It is certified by the grantee that sufficient funds are available to finance this agreement as indicated.

APPROVED:

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
426 SW Stark, 7th Floor
Portland, OR 97204

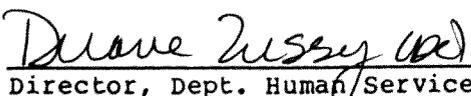
OREGON STATE COMMUNITY SERVICES
207 Public Service Building
Salem, OR 97310

SUBGRANTEE:

By  6/22/88
Community Services Program Date

By _____
Irma Flores-Gonzales, Manager

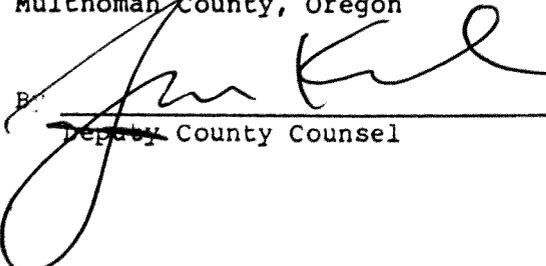
Date: _____

By  6/22/88
Director, Dept. Human Services Date

By _____
Gladys McCoy, Chair Date
Multnomah County Board of Commissioners

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By  6/23/88
Deputy County Counsel Date

ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance, and use of Federal funds for this federally assisted project. Also the Subgrantee assures and certifies with respect to the grant that:

1. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance. Subgrantee will immediately take any measures necessary to effectuate this agreement.
2. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
6. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Department of Energy or Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

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U.S. Department of Energy

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Nondiscrimination in Federally Assisted Programs

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

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Applicability and
Period of Obligation

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

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subgrantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subgrantee agrees not to discriminate on the ground of race, color, national origin, sex, or handicap, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subcontractors' Assurance

The Subgrantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

Data Collection and Access to Records

The Subgrantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subgrantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

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

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

Subgrantee:

Multnomah County, Oregon:

By William B. Brown 6/22/88
Community Services Program Date

By Duane Hussey (DC) 6/22/88
Department of Human Services Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By Laurence Kessel 6/23/88
Deputy County Counsel Date