

## ANNOTATED MINUTES

Tuesday, July 12, 1994 - 1:30 PM  
Multnomah County Courthouse, Room 602

### PLANNING ITEMS

Chair Beverly Stein convened the meeting at 1:30 p.m., with Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present, and Vice-Chair Tanya Collier excused.

**AT THE SUGGESTION OF CHAIR STEIN, BOARD DISCUSSION IN RESPONSE TO FRIENDS OF HOWARD CANYON'S REQUEST FOR A REFUND OF THE \$800.00 APPEAL/TRANSCRIPT FEE. BOB HALL AND JOHN DuBAY RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, A ONE TIME WAIVER OF THE APPEAL FEES FROM \$800.00 TO \$400.00 FOR PLANNING ITEMS C 1-94a (WEST HILLS) AND C 2-94a (HOWARD CANYON) WAS UNANIMOUSLY APPROVED.**

P-1      C 1-94a      In the Matter of Reporting to the Board the Multnomah County Planning Commission's Recommendation on the West Hills Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents

**AT THE SUGGESTION OF CHAIR STEIN, COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, TO SET A DE NOVO HEARING IN C 1-94a FOR 1:30 PM, TUESDAY, JULY 26, 1994. MR. DuBAY RESPONSE TO BOARD QUESTIONS. ARNOLD ROCHLIN AND DONNA MATRAZZO TESTIMONY IN OPPOSITION TO PROPOSED HEARING DATE; SCOPE OF REVIEW; CONCERNS REGARDING AVAILABILITY OF PLANNING COMMISSION TRANSCRIPT; AND RESPONSE TO BOARD QUESTIONS. MR. HALL AND MR. DuBAY RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD COMMENTS. DE NOVO APPEAL HEARING UNANIMOUSLY SCHEDULED FOR 1:30 PM, TUESDAY, JULY 26, 1994. CHAIR STEIN ADVISED HER OFFICE WILL MONITOR PROGRESS OF THE TRANSCRIPTION AND EVERY EFFORT WILL BE MADE TO HAVE COMPLETED TRANSCRIPT AVAILABLE AT THE PLANNING OFFICE BY 4:30 PM, FRIDAY, JULY 15, 1994. AT THE SUGGESTION OF**

**CHAIR STEIN, COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE APPEAL HEARING FORMAT AS FOLLOWS: APPELLANT ONE - 30 MINUTES TO PRESENT CASE LESS ANY TIME FOR REBUTTAL; OPPONENTS TO APPELLANT ONE - 30 MINUTES; APPELLANT TWO - 30 MINUTES TO PRESENT CASE LESS ANY TIME FOR REBUTTAL; OPPONENTS TO APPELLANT TWO - 30 MINUTES; OTHERS - 2 MINUTES PER PERSON; REBUTTAL BY APPELLANT ONE AND APPELLANT TWO WITH TIME SAVED FROM RESPECTIVE 30 MINUTES. IN RESPONSE TO A QUESTION OF COMMISSIONER HANSEN, CHAIR STEIN ADVISED THE HEARING WOULD START WITH A STAFF REPORT OF NO MORE THAN 15 MINUTES. HEARING PROCEDURE UNANIMOUSLY APPROVED. IN RESPONSE TO A QUESTION OF MR. DuBAY, CHAIR STEIN REQUESTED THAT THE PARTIES ORGANIZE THEIR TIME AND COMMUNICATE SAME TO CHAIR PRIOR TO THE HEARING.**

P-2

C 2-94a

*In the Matter of Reporting to the Board the Multnomah County Planning Commission's Recommendation on the Howard Canyon Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents*

**AT THE SUGGESTION OF CHAIR STEIN, COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, TO SET A DE NOVO HEARING IN C 2-94a FOR 1:30 PM, TUESDAY, JULY 26, 1994. AT THE REQUEST OF COMMISSIONER HANSEN, BOARD CONSENSUS TO AMEND THE MOTION TO SET THE HEARING FOR 3:30 PM. DE NOVO APPEAL HEARING UNANIMOUSLY SCHEDULED FOR 3:30 PM, TUESDAY, JULY 26, 1994. AT THE SUGGESTION OF CHAIR STEIN, COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE APPEAL HEARING FORMAT AS FOLLOWS: APPELLANT - 30 MINUTES TO PRESENT CASE LESS ANY TIME FOR REBUTTAL; OPPONENTS - 30 MINUTES AND WOULD NEED TO SELF-ORGANIZE; OTHERS - 2 MINUTES PER PERSON; REBUTTAL BY APPELLANT WITH ANY TIME SAVED FROM 30 MINUTES. HEARING PROCEDURE UNANIMOUSLY APPROVED. CHAIR STEIN ADVISED THE HEARING WOULD START WITH A STAFF REPORT OF NO MORE**

**THAN 15 MINUTES.**

**IN RESPONSE TO A QUESTION OF COMMISSIONER HANSEN, CHAIR STEIN ADVISED THAT FOLLOWING THE JULY 26 HEARINGS, ADDITIONAL HEARINGS WILL BE SCHEDULED AUGUST 9, 1994 FOR BOARD DELIBERATIONS AND DECISIONS REGARDING C 1-94a AND C 2-94a.**

*There being no further business, the meeting was adjourned at 1:55 p.m.*

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

*Deborah L. Bogstad*  
**Deborah L. Bogstad**

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*Thursday, July 14, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602*

**REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:29 a.m., with Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present, and Vice-Chair Tanya Collier excused.*

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-14) WAS UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

**C-1      *In the Matter of the Appointment of Mike Peterson to a Three Year Term on the HOUSING AND COMMUNITY DEVELOPMENT COMMISSION***

**DEPARTMENT OF HEALTH**

**C-2      *Ratification of Intergovernmental Agreement Contract 200405 Between Multnomah County and Clackamas County, Providing Refugee Health Screening Assessment Services, for the Period July 1, 1994 through June 30, 1995***

**C-3      *Ratification of Amendment No. 7 to Intergovernmental Agreement Contract***

*200724 Between Multnomah County and the Oregon Health Division, Reflecting a Grant Increase for Various Programs, for the Period July 1, 1993 through June 30, 1994*

**COMMUNITY AND FAMILY SERVICES DIVISION**

- C-4**      *Ratification of Intergovernmental Agreement Contract 101575 Between Multnomah County and Portland Public Schools, Purchasing Educational Assistance Services for Children with Mental Health Problems through the Partners Project, and Growth Promotion and Prevention Services for Children and Youth, (Infant/Toddler Care for Children of Teen Parents, Health Screenings, Family Support, and Indian Education Project Services for At-Risk American Indian Students) for the Period July 1, 1994 through June 30, 1995*
- C-5**      *Ratification of Intergovernmental Agreement Contract 102785 Between Multnomah County and the City of Fairview, Renewing Cooperative Participation as an Urban County for the Community Development Block Grant Program and HOME Investment Partnership Program, for the Period July 1, 1995 through June 30, 1998*
- C-6**      *Ratification of Intergovernmental Agreement Contract 102795 Between Multnomah County and the City of Lake Oswego, Renewing Cooperative Participation as an Urban County for the Community Development Block Grant Program and HOME Investment Partnership Program, for the Period July 1, 1995 through June 30, 1998*
- C-7**      *Ratification of Intergovernmental Agreement Contract 102805 Between Multnomah County and the City of Maywood Park, Renewing Cooperative Participation as an Urban County for the Community Development Block Grant Program and HOME Investment Partnership Program, for the Period July 1, 1995 through June 30, 1998*
- C-8**      *Ratification of Intergovernmental Agreement Contract 102815 Between Multnomah County and the City of Troutdale, Renewing Cooperative Participation as an Urban County for the Community Development Block Grant Program and HOME Investment Partnership Program, for the Period July 1, 1995 through June 30, 1998*
- C-9**      *Ratification of Intergovernmental Agreement Contract 102825 Between Multnomah County and the City of Wood Village, Renewing Cooperative Participation as an Urban County for the Community Development Block Grant Program and HOME Investment Partnership Program, for the Period July 1, 1995 through June 30, 1998*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-10**      *ORDER in the Matter of the Execution of Deed D941013 Upon Complete*

*Performance of a Contract to Lisa M. Howlett*

**ORDER 94-130.**

- C-11      *ORDER in the Matter of the Execution of Deed D941019 Upon Complete Performance of a Contract to Clemmie Mayes*

**ORDER 94-131.**

- C-12      *ORDER in the Matter of the Execution of Deed D941021 Upon Complete Performance of a Contract to Virginia Olsen*

**ORDER 94-132.**

- C-13      *ORDER in the Matter of Contract 15763 for the Sale of Certain Real Property to William E. Ryan and Kathleen J. Ryan, Husband and Wife*

**ORDER 94-133.**

- C-14      *ORDER in the Matter of Contract 15766 for the Sale of Certain Real Property to Barbara J. Cole*

**ORDER 94-134.**

**REGULAR AGENDA**

**COMMUNITY AND FAMILY SERVICES DIVISION**

- R-1      *Ratification of Intergovernmental Agreement Contract 102595 Between the City of Portland and Multnomah County, Providing Program Administration of the City of Portland Water/Sewer Crisis Assistance Program, for the Period Upon Execution through June 30, 1995*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-1. BILL THOMAS EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

- R-2      *Request for Approval of a Notice of Intent to Apply for a \$150,000 Fair Housing Initiatives Program Grant from the U.S. Department of Housing and Urban Development, for County-Wide Fair Housing Education and Outreach Activities*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. CECILE PITTS EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

- R-3      *Request for Approval of a Notice of Intent to Apply for a \$200,000 Fair Housing Month Project Grant from the U.S. Department of Housing and Urban Development, for County-Wide Fair Housing Education and Outreach Activities*

**COMMISSIONER KELLEY MOVED AND  
COMMISSIONER HANSEN SECONDED, APPROVAL OF  
R-3. CECILE PITTS EXPLANATION. NOTICE OF  
INTENT UNANIMOUSLY APPROVED.**

**PUBLIC COMMENT**

- R-4      *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

*There being no further business, the regular meeting was adjourned at 9:31 a.m.*

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

  
Deborah L. Bogstad

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**Thursday, July 14, 1994 - 9:45 AM  
(or Immediately Following Regular Meeting)  
Multnomah County Courthouse, Room 602**

**EXECUTIVE SESSION**

- E-1      *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d), for Deliberations with Labor Relations Staff Regarding Labor Negotiations. (Continued from July 7, 1994)*

**EXECUTIVE SESSION HELD.**



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

JULY 11, 1994 - JULY 15, 1994

*Tuesday, July 12, 1994 - 1:30 PM - Planning Items . . . . . Page 2*

*Thursday, July 14, 1994 - 9:30 AM - Regular Meeting . . . . . Page 2*

*Thursday, July 14, 1994 - 9:45 AM - Executive Session . . . . . Page 4*

*Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen by Paragon Cable subscribers at the following times:*

*Thursday, 6:00 PM, Channel 30  
Friday, 10:00 PM, Channel 30  
Saturday, 12:30 PM, Channel 30  
Sunday, 1:00 PM, Channel 30*

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

Tuesday, July 12, 1994 - 1:30 PM

Multnomah County Courthouse, Room 602

**PLANNING ITEMS**

- P-1      C 1-94a      *In the Matter of Reporting to the Board the Multnomah County Planning Commission's Recommendation on the West Hills Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents*
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Thursday, July 14, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

- C-1      *In the Matter of the Appointment of Mike Peterson to a Three Year Term on the HOUSING AND COMMUNITY DEVELOPMENT COMMISSION*

**DEPARTMENT OF HEALTH**

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#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

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**PUBLIC COMMENT**

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*Thursday, July 14, 1994 - 9:45 AM  
(or Immediately Following Regular Meeting)  
Multnomah County Courthouse, Room 602*

**EXECUTIVE SESSION**

- E-1      *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660 (1)(d), for Deliberations with Labor Relations Staff Regarding Labor Negotiations. (Continued from July 7, 1994)*

TANYA COLLIER  
Multnomah County Commissioner  
District 3



1120 SW Fifth St., Suite 1500  
Portland, OR 97204  
(503) 248-5217

## M E M O R A N D U M

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TO: Board Clerks  
Chair, Beverly Stein  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: April 14, 1994

SUBJECT: Summer Vacation

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This memo is to inform you that I will be out of the office from July 11, 1994 through July 25, 1994. Therefore I will not be attending the July 14 and 21 Board Meetings.

TC:sf

1994 APR 14 PM 1:59  
MULTNOMAH COUNTY  
OREGON

Meeting Date: JUL 14 1994

Agenda No.: C-1

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointment

BOARD BRIEFING: Date Requested:  
Amount of Time Needed:

REGULAR MEETING: Date Requested: July 14, 1994  
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE: 248-3953  
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointment of Mike Peterson to the Housing and Community Development Commission for a three-year term ending June 30, 1997

BOARD OF  
COUNTY COMMISSIONERS  
1994 JUL - 7 AM 11:19  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein  
OR  
DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

## BOARDS AND COMMISSIONS

### INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Housing and Community Development Commission

B. Name Mike Peterson

Address 7309 SE 64th Ave.

City Portland State OR Zip Code 97206

Do you live in \_\_\_\_\_ unincorporated Multnomah County or x a city within Multnomah County.

Home Phone (503) 771-4457

C. Current Employer Self employed, dba Atelier Portland

Address same as above

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Your Job Title Antique sales/ design consultant

Work Phone (503) 771-4457 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes x No \_\_\_\_\_

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

Tax Services N.W. 1978-81 Tax Consultant

Burns Bros Inc. 1975-78 Shift Manager

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
see attached		

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
P.S.U.	1970-72	Business

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

Sheri Campbell 7950 SE 62nd Av, Port, OR 777-7058  
Tanya Collier 1120 SW 5th Av, Suite 1500, Port, OR 248-5217

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


none

I. Affirmative Action Information

Male/ White  
sex/racial ethnic background

Birth date: Month 12 Day 05 Year 52

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

Signature 

Date June 1, 1994

**Mike Peterson (503) 771-4457**

**Volunteer Experience and References**

Portland Impact

Marilyn Miller  
233-8491

Mentor Program Volunteer Committee  
November 93-present

Neighborhood Family Center Parents Advisory Council  
June 91-present

Youth/Family Services Citizens Advisory Council  
1991-93

Program Planning Committee  
1992-93

ROSE Community Development Corporation

Nick Sauvie  
788-8052

Board of Directors  
September 93-present

Brentwood-Darlington Neighborhood Association

Board of Directors  
August 93-present

Multnomah County Health Department

Patricia Navin, CHN  
774-5950

Brentwood-Darlington Community  
Planning Group  
March 93-present

Brentwood-Darlington Community/Family  
Resource Center

Tanya Collier  
248-5217

Steering Committee  
October 93-present

MEETING DATE: JUL 14 1994

AGENDA NO.: C-2

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of Intergovernmental Agreement with Clackamas County

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 6/30/94

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

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

PERSON(S) MAKING PRESENTATION: Fronk

**ACTION REQUESTED:**

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

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

Ratification of an intergovernmental agreement with Clackamas County Public Health Division for the provision of health screening assessment services to qualified refugees residing in Clackamas County. The state will provide Multnomah County with funds to reimburse Clackamas County.

7/15/94 ORIGINALS to HERMAN BRAME  
via JOAN SEARS  
**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

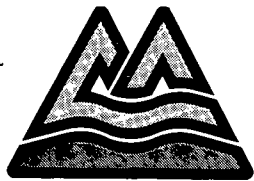
DEPARTMENT MANAGER: Bill Odegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

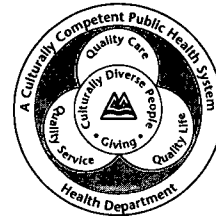
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222  
5654

BOARD OF  
COUNTY COMMISSIONERS  
1994 JUL 16 AM 11:33  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: *APB*  
Bill Odegaard

REQUESTED PLACEMENT DATE: 6/30/94

DATE: June 20, 1994

- I. Recommendation/Action Requested: The Board is requested to approve this intergovernmental agreement with Clackamas County for the provision of refugee health screening assessment services for the period July 1, 1994 to and including June 30, 1995.
- II. Background/Analysis: The Multnomah County Health Department has entered into an agreement with the state of Oregon to provide health screening assessment services for individuals who meet the definition of a refugee residing in Multnomah County under 101(a)(42) of the Immigration and Naturalization Act. The agreement with the state also requires that Multnomah County extend the services to refugees residing in Clackamas County. This contract is a renewal of the FY 93/94 contract and was forwarded to the County on June 13, 1994.
- III. Financial Impact: The state will provide the county with up to \$15,000 to pay Clackamas County for providing the services.
- IV. Legal Issues: None.
- V. Controversial Issues: None.
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental units.
- VII. Citizens Participation: None.
- VIII. Other Government Participation: None.



# CLACKAMAS COUNTY

Department of Human Services

Public Health Division

THOMAS M. TROXEL  
DIRECTOR

June 13, 1994

Esther Stotik  
International Health Ctr  
12710 SE Division St  
Portland OR 97236

Enclosed are three copies of a contract which has been signed by Clackamas County for refugee screening services during the county's 1994-95 fiscal year. Please obtain signatures from your Board members and return two complete copies to me.

Please contact me at 655-8430 for information about this agreement.

CLACKAMAS COUNTY HEALTH DIVISION

  
Barbara Hopson

enc.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200405

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-2</u> DATE <u>7/14/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Refugee health screening assessment services.RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date govt. exempt.ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Clackamas County Public Health Division  
 Mailing Address 710 Center Street  
Oregon City, Oregon 97045-4093  
 Phone 655-8384  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date July 1, 1994  
 Termination Date June 30, 1995  
 Original Contract Amount \$ Requirements  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☐ Monthly \$ \_\_\_\_\_ ☐ Net 30  
☒ Other \$ 250/health screening upon submission of invoice  
☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ 15,000

## REQUIRED SIGNATURES:

Department Manager Bill OsgaardPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 6/21/94

Date \_\_\_\_\_

Date 29 June 94Date July 14, 1994

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0410			6060		0304	screening pass thru Requirements			
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY, OREGON

and

CLACKAMAS COUNTY, OREGON

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1994, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY'S Health Department requires health screening assessment services for individuals who meet the definition of a refugee residing in Clackamas County under 101(a)(42) of the Immigration and Naturalization Act.

WHEREAS, CONTRACTOR is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this Agreement shall be from July 1, 1994, through the end of the business day September 30, 1995.

2. Statement of Work

CONTRACTOR will perform or ensure performance of health screening services to all individuals who meet the definitions of a refugee under 101(a)(42) of the Immigration and Naturalization Act. These health screening services shall be performed as follows:

a. Within one month of the arrival of a new arrival or secondary migrant refugee, CONTRACTOR either directly or through qualified subcontractors shall contact the refugee and establish an appointment for a health screening.

b. CONTRACTOR shall treat or ensure treatment of all refugees that qualify for health screening services. Refugee program-funded health screening services may be provided only to refugees who have been in the United States for less than 91 days. The initial assessment must be completed by the 91st day.

c. CONTRACTOR will provide or ensure the provision of the delivery of the following refugee health screening services:

(1) Physician services related to screening services.  
(2) Radiology and pathology services related to the initial screening and assessment.

(3) Immunization and treatment drugs.

For the following diseases:

- (a) Tuberculosis
- (b) Malaria
- (c) Hepatitis B
- (d) Enteric disease caused by ova and parasites
- (e) Anemia/Malnutrition

And one or more of the following if CONTRACTOR determines that there is a need to assess:

- (a) Sexually transmitted disease
- (b) Pregnancy
- (c) Visual impairment
- (d) Hearing impairment
- (e) Acute or chronic otitis
- (f) Dental problems
- (g) Mental/emotional problems

(h) Other health conditions discovered during the assessment and considered to be personal health problems.

d. Interpretation services shall be made available by CONTRACTOR to all refugees who received health screening assessment services.

e. Health assessment records shall be maintained in a manner to provide for confidentiality of the patient and their assessment record yet allow for CONTRACTOR and COUNTY to track health screening assessment data.

f. CONTRACTOR will treat and ensure that treatment is provided for all communicable diseases discovered in health screening.

g. Refugees with personal health problems should be referred to CONTRACTOR'S other health department services or private medical providers.

h. Program coordination with other service organizations. CONTRACTOR shares the common goal of assisting refugees to achieve economic self-sufficiency while facilitating the refugees' integration into American society. CONTRACTOR affirms the commitment to collaboration and coordination with refugee-serving organizations and agrees to:

(1) To the extent permitted by the requirements for confidentiality of client information and records, share information about refugee clients' needs and concerns and remove barriers for information-sharing whenever possible.

(2) Identify and act on opportunities to eliminate duplication of services and maximize resources to enhance services to refugees.

(3) Provide COUNTY with access to information about refugee program services, needs, concerns, and issues on request.

(4) Resolve conflicts and/or differences between refugee-serving organizations and utilize COUNTY if resolution cannot be reached.

CONTRACTOR shall complete or ensure completion of a Refugee Health Assessment Form for each individual who is provided health screening services or for each individual in which the screening was not completed. This document shall be reviewed and routed to COUNTY within fifteen (15) working days of the completion of the screening. CONTRACTOR is responsible for all training and other administrative duties with subcontractors on the completion of the assessment form.

### 3. Amendments

Terms of this Agreement shall not be waived, altered, modified, or supplemented except by a duly executed amendment. Amendments to this Agreement shall be effective only when they are reduced to writing and duly signed by both parties. During the period of amendment negotiation and amendment processing, CONTRACTOR shall be bound by the existing terms of the Agreement.

### 4. Consideration and Billings

(1) CONTRACTOR will be paid \$250/health screening of a refugee.

(2) The total sum payable under this Agreement shall not exceed \$15,000.

(3) CONTRACTOR will be paid upon receipt of a refugee health screening assessment form submitted by the CONTRACTOR.

(4) CONTRACTOR shall not exceed and COUNTY will not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before CONTRACTOR performs work subject to the amendment.

### 5. Contract Monitoring and Auditing:

a. COUNTY or its representative may perform such evaluations, monitoring, and auditing activities including the making of copies and excerpts which COUNTY, in its sole discretion, may determine are pertinent to the Agreement. COUNTY or its representative will provide notice in advance of evaluation, monitoring, or auditing activities. CONTRACTOR shall cooperate fully with all such evaluation, monitoring, and auditing and shall permit access to all records and to staff of CONTRACTOR or any subcontractor. The state of Oregon and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred under this section. Failure by CONTRACTOR to cooperate and participate in a monitoring or auditing may result in withholding of funding, financial penalties, or at the discretion of COUNTY, termination of the Agreement.

b. Any monitoring, evaluations, or audits are solely for the benefit of COUNTY and not for the benefit of CONTRACTOR. CONTRACTOR may not rely on any absence of monitoring, evaluation, or audits or the presence or absence of any informal comment regarding CONTRACTOR'S performance as a basis for failing to comply with its duties under this Agreement.

c. In the case of an audit finding requiring a disallowance as a direct result of contractor performance:

(1) CONTRACTOR shall pursue an effective course of action designed to obtain relief from the disallowance. If the disallowance is not attributable to any instance arising under this Agreement, CONTRACTOR shall cooperate to reconcile the disallowance.

(2) COUNTY finds CONTRACTOR has not followed the applicable federal regulations or has failed to meet its obligations under this Agreement, COUNTY may commence such remedial action as it reasonably believes appropriate.

d. CONTRACTOR shall comply at its expense with all requirements under either OMB Circular A-128 for audits of its operation.

#### 6. Insurance

a. Workers' Compensation Coverage. The services rendered under this Agreement are those of an independent contractor. CONTRACTOR, its subcontractors, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017 which requires them to provide worker's compensation coverage for all of their subject workers.

b. Hold Harmless Provision. To the extent permitted under Article XI, Section 10 of the Constitution of the State of Oregon, CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees from all claims, law suites, and judgments of whatever nature resulting from or arising out of the activities of CONTRACTOR under this Agreement.

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

#### 7. Retirement System Status

CONTRACTOR is a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payments under this Agreement. CONTRACTOR is also responsible for all benefit program contributions for its employees and subcontractors, agents, and officers that arise out of or under this Agreement. These programs may include but are not limited to: federal social security program, unemployment program, workers' compensation program, and Public Employees' Retirement System.

c. Subcontracts. Except as specified in the Agreement, CONTRACTOR shall not enter into any subcontracts for any of the work to be performed under this Agreement or assign or transfer any of its interest under this Agreement without the prior written consent of COUNTY.

8. Funds Available and Authorized

COUNTY certifies at the time the Agreement becomes effective that sufficient funds will be available and authorized for expenditure to finance costs of this Agreement within COUNTY'S current appropriation or limitation.

9. Special Federal Requirements

a. Compliance with Regulations 45 CFR, Parts 74, 76, 80, 83, 84, 85, 86, 90, 91, and 93. CONTRACTOR must comply with the relevant parts of 45 CFR, Parts 74, 76, 80, 83, 84, 85, 86, 90, 91, and 93. In addition:

(1) CONTRACTOR agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR, Part 60.

(2) CONTRACTOR shall maintain fiscal records and other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to accepted accounting standards and other records shall be maintained to the extent necessary to clearly reflect actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this Agreement, and further, to allow the making of excerpts, transcripts, or performing audits or examinations thereof. Such access shall be freely allowed to state and federal personnel and their duly authorized agents.

All such records shall be retained and kept accessible for three (3) years following final payment and conclusion of all pending matters.

CONTRACTOR shall comply with all federal and state laws regarding disclosure of information concerning applicants for and recipients of public assistance including but not limited to those persons applying for or receiving Aid to Families with Dependent Children, Medicaid, JOBS, Refugee Assistance, and Food Stamp programs.

CONTRACTOR and its agents, employees, and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant unless such disclosure is directly related to the administration of the program and then only to the extent permitted under ORS 411.320, 7 CFR 272.1(2), and 45 CFR 205.50 or 42 CFR 432 subpart F, as applicable.

CONTRACTOR shall limit access by its agents, employees, subcontractors, and all other persons to information contained on the Department of Human Resources central computer system and all other computer systems having access to Department of Human Resources client files to that information necessary for CONTRACTOR to perform its duties under this Agreement.



Prior to providing any employee, agent, subcontractor or other person access to its computer system or to any computer system containing Department of Human Resources client information, CONTRACTOR shall take all reasonable measures to ensure the person will comply with the confidentiality requirements of this Agreement and obtain a written agreement under which the person agrees to comply with all federal and state laws regarding the disclosure of such information, the requirements of this Agreement, and that the person will access only that information required for the person to carry out duties assigned to the person under this Agreement. CONTRACTOR shall maintain for not less than five (5) years the original agreement signed by its employees, agents, subcontractors, or other persons subject to this provision and shall make the agreements available to COUNTY upon COUNTY'S request.

CONTRACTOR shall promptly notify COUNTY of all instances in which the requirements of the foregoing provision on confidentiality is breached.

CONTRACTOR shall establish the requirements of the foregoing provision on confidentiality in all subcontracts and shall require all subcontractors to comply with these provisions.

(3) CONTRACTOR shall 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 (PL94-163).

(4) CONTRACTOR hereby agrees to provide COUNTY a written assurance that CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), and further, CONTRACTOR agrees to promptly report all infractions to the state of Oregon and to the U.S. Environmental Protection Agency.

b. Refugee Program Regulation. CONTRACTOR shall comply with all federal regulations that are contained within 45 CFR, Part 400 as well as the federal regulations for the administration of grants, civil rights programs, equal employment opportunity programs, and access to employment and programs by persons with disabilities. CONTRACTOR shall also meet all regulations covering access to employment and program benefits for all persons irrespective of their national origin and ethnic background.

CONTRACTOR compliance with these regulations must follow through to all levels of subcontracting.

c. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Covered Transactions. By execution of this Agreement, CONTRACTOR hereby certifies:

(1) Neither CONTRACTOR nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any

federal department or agency.

(2) Where CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall have attached an explanation to this Agreement.

(3) This certification is a material representation of fact upon which COUNTY relied when this transaction was entered into. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available, COUNTY or the federal government or both may pursue available remedies including suspension and/or debarment.

(4) CONTRACTOR shall provide immediate written notice to COUNTY if at any time CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "Debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 45 CFR, Part 76. Upon request COUNTY will provide a copy of those regulations or the definitions.

(6) CONTRACTOR shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by COUNTY.

(7) CONTRACTOR will include this subsection titled "Certification regarding debarment, suspension, ineligibility, and voluntary exclusion - lower-tier covered transactions," without modification in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

(8) If CONTRACTOR knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government or COUNTY, COUNTY may pursue available remedies including suspension and/or debarment.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. Drug-Free Workplace Certificate. CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace.

(b) The policy of maintaining a drug-free workplace.

(c) Any available drug counseling, rehabilitation, and employee assistance programs.

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee be given a copy of the statement required by paragraph (1).

(4) Notifying the employee in the statement required by paragraph (1) that as a condition of employment the employee will:

(a) Abide by the terms of the statement.

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(5) Notifying COUNTY in writing within ten (10) calendar days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction.

(6) Taking one of the following actions with thirty (30) calendar days of receiving notice under subparagraph (4) (b) with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

e. Restrictions on Lobbying. CONTRACTOR, by execution of this Agreement, certifies to the best of CONTRACTOR'S knowledge and belief that:

(1) No federal-appropriated funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification

of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit the Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

If instructions do not require filing the form with COUNTY and as a material condition of this Agreement, CONTRACTOR shall then also file a copy of the Standard Form-LLL with COUNTY. This filing shall occur at the same time as the filing in accordance with the instructions.

(3) CONTRACTOR shall include the language of this certification in all subcontracts at all tiers and require the subcontractors to certify and disclose accordingly.

(4) CONTRACTOR understands this certification is a material representation of fact upon which COUNTY has relied in entering into this Agreement. CONTRACTOR further understands that submission of this certification is a prerequisite imposed by Section 1352, Title 31, U.S. Code for entering into required certification and shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

(5) CONTRACTOR shall be solely responsible for all liability arising from a failure to comply with this provision and shall indemnify COUNTY for any damages suffered by COUNTY as a result of failure to comply with the terms of this provision.

f. Copyrights. Material produced under this Agreement may be copyrighted; however, prior approval of the state of Oregon Adult and Family Services Division is required. Additionally, both the state of Oregon and federal government are entitled to royalty-free, nonexclusive, and irrevocable right to use without permission of CONTRACTOR as specified in 45 CFR 77.44.

#### 10. Venue

This Agreement shall be construed in accordance with the laws of the state of Oregon. In the event litigation is entered into the action must be commenced in the Circuit Court of Oregon for the County of Clackamas.

#### 11. Waiver

Failure of COUNTY to enforce any provision of this Agreement shall not constitute a waiver by COUNTY of that or any other provision.

#### 12. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

### 13. Termination

This Agreement may be terminated under any of the following conditions:

a. This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

b. COUNTY may terminate this Agreement effective upon delivery of written notice to CONTRACTOR or at such later date as may be established by COUNTY under any of the following conditions:

(1) If COUNTY funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.

(2) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

(3) If any license or certificate required by law or regulation to be held by CONTRACTOR to provide services required by this Agreement is for any reason denied, revoked, or not renewed.

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

d. COUNTY, by written notice of default (including breach of Agreement) to CONTRACTOR may terminate the whole or any part of this Agreement:

(1) If CONTRACTOR fails to satisfactorily provide services called for by this Agreement with the time specified herein or any extension thereof.

(2) If CONTRACTOR fails to satisfactorily perform any of the provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms and after receipt of written notice from COUNTY fails to correct such failures within ten (10) days or such longer period as COUNTY may authorize.

e. The rights and remedies of COUNTY provided in the above clause related to defaults (including breach of Agreement) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

f. If at any time, including during the course of a program review or audit, it is determined that service or financial records have been falsified, COUNTY shall direct CONTRACTOR to take appropriate steps to remedy the matter. If a satisfactory remedy is not reached, COUNTY may terminate the entire or any part of this

Agreement. Any termination under this provision shall retain all rights of COUNTY to redress, including but not limited to civil and criminal prosecution.

14. Compliance with Applicable Laws

CONTRACTOR shall be in full compliance with all federal, state, and local laws, rules, and regulations applicable to this Agreement. Included within these laws but not restricted solely to this listing are the mandatory provisions of ORS 279.312, 279.314, 279.316, 279.320, 279.555, and ORS Chapter 657.

CONTRACTOR shall use recycled and recyclable materials to the maximum extent feasible in performing the requirements of this Agreement.

15. Merger Clause

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.

CONTRACTOR by the signature below of its authorized representative hereby acknowledges having read this Agreement, understands it, and agrees to be bound by its terms and conditions.

16. Contractor Data

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 \_\_\_\_\_  
Darlene Hooley, Chair  
By \_\_\_\_\_  
Ed Lindquist, Commissioner

By \_\_\_\_\_  
Judie Hammerstad, Commissioner

Signing on Behalf of the Board

MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Multnomah County Chair

Date July 14, 1994

HEALTH DEPARTMENT

By: Billi Odegard  
Billi Odegard, Director

Date: 6/21/94



Jono Hildner, Administrator  
Department of Human Services

Date

6/2/94

By:

  
Program Manager

Date:

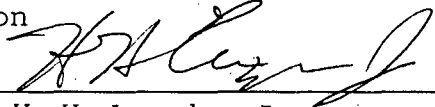
6-21-94

Federal I.D. Number

REVIEWED:

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

By:

  
H. H. Lazenby, Jr.

Date:

25 June 94

1343.doc

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 7/14/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 14 1994

AGENDA NO.: C-3

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of amendment to agreement with Oregon Health Division

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

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

PERSON(S) MAKING PRESENTATION: Fronk

**ACTION REQUESTED:**

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

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

Ratification of amendment number seven to grant with the Oregon Health Division. The amendment is the ninth issued on a statewide basis, but the seventh that impacts Multnomah County and is for the entire FY 94 period and increases revenue.

7/15/94 ORIGINALS TO HERMAN BRAME VIA JOAN SEARS

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

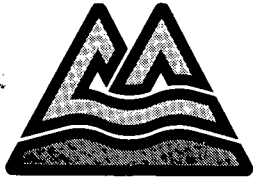
DEPARTMENT MANAGER: Bill Odegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
COUNTY COMMISSIONERS  
1994 JUL - 6 AM 11:33  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odgaard*  
B. Odgaard

REQUESTED PLACEMENT DATE:

DATE: June 23, 1994

SUBJECT: FY' 94 Grant revision #7 with the Oregon Health Division

I. Recommendation/Action Requested: The Health Department recommends approval of this grant award amendment with the Oregon Health Division for the period July 1, 1993 through June 30, 1994.

II. Background/Analysis: The changes are reflected in statewide revision #9, but is only the seventh revision that impacts Multnomah County. The changes were initiated by the state and are effective upon the Board's ratification of the revision. The County received the revision in June 1994, but the state requires that any changes reflect the entire grant period July 1, 1994 to and including June 30, 1995.

III. Financial Impact: The revision provides revenue increases:

HIV Block Grant--Client Services \$11,068

The total grant award for FY 93-94 is \$5,333,627

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Continuing to work cooperatively with other governmental agencies in the provision of health care.

VII. Citizens Participation: None.

VIII. Other Government Participation: None.

DEPARTMENT OF  
HUMAN  
RESOURCES

HEALTH DIVISION



DATE: June 8, 1994  
TO: Billi Odegaard and Tom Troxel  
FROM: Carol Allen, Director  
Community Services  
SUBJECT: FY 94 Budget Revision #9

*TO  
Tom Troxel  
Carol Allen  
from  
Billi*

Following is program information regarding FY 94 Budget Revision #9.

**HIV PROGRAM:** Multnomah County has requested that a portion of the previously announced formula increase for the HIV Block Grant - Client Services be allocated during FY 94. Clackamas County has requested that the total HIV Block Grant - Prevention increase for Community Planning be allocated during FY 94.

Please return the signed budget page by June 29, 1994, to:

Meredith Perkins  
Oregon Health Division  
Community Services, Suite 950  
800 NE Oregon St., #21  
Portland, OR 97232

/mp  
enclosures

Barbara Roberts  
Governor



800 NE Oregon Street # 21  
Portland, OR 97232-2162  
(503) 731-4030 Emergency  
(503) 252-7978 TDD  
Emergency



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200724

Amendment # 7

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # C-3 DATE 7/14/94 DEB BOGSTAD BOARD CLERK REVENUE

Department Health Division \_\_\_\_\_ Date \_\_\_\_\_Contract Originator Brame Phone x2670 Bldg/Room 160/8Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract FY 94 grant revision #8 reflecting an increase in program funding.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Oregon Health DivisionMailing Address 800 N.E. Oregon St. #21  
Portland, Oregon 97232Phone 731-4029Employer ID# or SS# N/AEffective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 4,521,016Total Amount of Previous Amendments \$ 801,543Amount of Amendment \$ 11,068Total Amount of Agreement \$ 5,333,627

(Carol Allen)

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Billie A. DeGardPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Encumber: Yes ☐ No ☐Date 6/24/94

Date \_\_\_\_\_

Date June 29, 1994Date July 14, 1994

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	Various			Various				\$11,068		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

State of Oregon  
OREGON HEALTH DIVISION  
Department of Human Resources  
NOTICE OF GRANT AWARD

1) Grantee	2) Issue Date	This Action
Name: Multnomah Co. Community Health	6/8/94	REVISION #9
Street: 426 S. W. Stark St.-7th Floor	3) Award Period	
City: Portland		
State: OR Zip Code: 97204		
		From 07/01/93 Through 06/30/94

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		387,200	0	387,200
Family Planning		345,639	0	345,639 (d) (e)
Central Drug Purchasing		598,225	0	598,225 (f)
MCH		362,395	0	362,395 (a)
Perinatal		95,934	0	95,934 (a) (b)
Babies First		71,668	0	71,668 (a) (c)
WIC		1,441,303	0	1,441,303
Breastfeeding Promotion		10,000	0	10,000
WATER		6,000	0	6,000
TB-Case Management		46,854	0	46,854
STD/VD		181,852	0	181,852
AIDS Surveillance		59,440	0	59,440

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

(a) Combined MCH / Perinatal / Babies First is \$ 529,997  
(b) Perinatal must be at least \$95,934 including perinatal outreach of \$11,443  
(c) Babies First! must be at least \$71,668  
(d) Includes community education/outreach of \$33,800 and teen/high risk services of \$14,446  
(e) Excludes Drug Account of \$86,573 (f) ADMIN 81,134  
DRUG RES 19,000  
DRUGS 498,091

6) Capital Outlay Requested in This Action			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

## OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

### ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances:

HIV/AIDS Prevention Block Grant  
HIV Seropositive Wellness Program (SWP)  
HIV Family of Seroprevalence Surveys  
HIV Surveillance Activities in Multnomah County  
HIV Care Consortia  
AIDS Minority Outreach  
STD Control Program Multnomah and Jackson Counties  
Tuberculosis Outreach  
TB General Case Management and Epidemiology  
Drinking Water Program  
Maternal and Child Health/Perinatal  
Women and Children's Health Data Project  
High Risk Infant Monitoring and Follow-Up  
School Based Health Clinics  
Family Planning  
Rural Oregon Minority Prenatal Project  
Immunization  
Women, Infants and Children Program  
State Support for Public Health

\*\*\*\*\*

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:

Approved by:

\_\_\_\_\_  
Manager, Community Services

\_\_\_\_\_  
Manager, Fiscal Services

\_\_\_\_\_  
Administrator, Health Division

Date \_\_\_\_\_

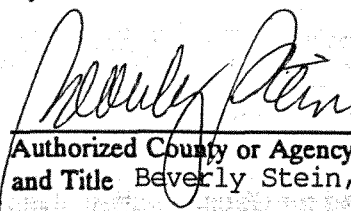
3/8/93

TO BE COMPLETED BY THE GRANTEE:

Approved by:

\_\_\_\_\_  
MULTNOMAH COUNTY, OREGON  
Local Agency Name

By:

  
\_\_\_\_\_  
Authorized County or Agency Officer  
and Title Beverly Stein, County Chair

Date July 14, 1994

REVIEWED:

LAURENCE KRESSEL, County Counsel for  
Multnomah County, Oregon

By: 

Date: 

#### 4) OSHD Funds Approved

5) Remarks:

(g) \$50,000 Jefferson; \$50,000 Grant

(h) Includes \$200 for facilitation of Statewide Alliance and \$846 for travel.

(i) A minimum of \$91,800 will be used for focussed outreach to gay/bisexual men.

(j) Combined block grant funding for HIV Prevention and Client Services is \$582,513

### 6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

## OREGON HEALTH DIVISION

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STD Control Program Multnomah and Jackson Counties  
Tuberculosis Outreach  
TB General Case Management and Epidemiology  
Drinking Water Program  
Maternal and Child Health/Perinatal  
Women and Children's Health Data Project  
High Risk Infant Monitoring and Follow-Up  
School Based Health Clinics  
Family Planning  
Rural Oregon Minority Prenatal Project  
Immunization  
Women, Infants and Children Program  
State Support for Public Health

\*\*\*\*\*

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:

Approved by:

\_\_\_\_\_  
Manager, Community Services

\_\_\_\_\_  
Manager, Fiscal Services

\_\_\_\_\_  
Administrator, Health Division

Date \_\_\_\_\_

3/8/93

TO BE COMPLETED BY THE GRANTEE:

Approved by:

MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Local Agency Name

By:

  
\_\_\_\_\_  
Authorized County or Agency Officer  
and Title Beverly Stein, County Chair

Date July 14, 1994

REVIEWED:

LAURENCE KRESSEL, County Counsel for  
Multnomah County, Oregon

By: 

Date: 



4) OSHD Funds Approved		Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
STD-Gonococcal Isolate Surveillance Project			3,000	0	3,000
TOTAL			5,322,559	11,068	5,333,627

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY94 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

## OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

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STD Control Program Multnomah and Jackson Counties  
Tuberculosis Outreach  
TB General Case Management and Epidemiology  
Drinking Water Program  
Maternal and Child Health/Perinatal  
Women and Children's Health Data Project  
High Risk Infant Monitoring and Follow-Up  
School Based Health Clinics  
Family Planning  
Rural Oregon Minority Prenatal Project  
Immunization  
Women, Infants and Children Program  
State Support for Public Health

\*\*\*\*\*

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:

Approved by:

\_\_\_\_\_  
Manager, Community Services

\_\_\_\_\_  
Manager, Fiscal Services

\_\_\_\_\_  
Administrator, Health Division

Date \_\_\_\_\_

3/8/93

TO BE COMPLETED BY THE GRANTEE:

Approved by:

MULTNOMAH COUNTY, OREGON

Local Agency Name

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 7/14/94

DEB BOGSTAD

BOARD CLERK

By:

\_\_\_\_\_  
Authorized County or Agency Officer

and Title Beverly Stein, County Chair

Date July 14, 1994

REVIEWED:

LAURENCE KRESSEL, County Counsel for  
Multnomah County, Oregon

By: \_\_\_\_\_

Date: 29 June 94

MEETING DATE: JUL 14 1994

AGENDA NO: C-4

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** FY 1994-95 Contract Renewal Between Portland Public Schools and Community and Family Services Division, for Mental Health, Growth Promotion, and Prevention Services

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: consent

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community & Family Svcs

**CONTACT:** Lorenzo Poe/Rey España **TELEPHONE:** 248-3691

**BLDG/ROOM:** B161/2nd

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

The Community and Family Services Division is renewing its contract with Portland Public Schools for FY 1994-95. The contract purchases educational assistance services for children with mental health problems through the Partners Project, and growth promotion and prevention services for children and youth (infant/toddler care for children of teen parents, health screenings, family support, and Indian Education Project services for at-risk American Indian students). The contract is for \$165,607 plus requirements, to allow for delivery of services as needed by individual children.

7/15/94 ORIGINALS TO CAROLYN TUFTESKOG

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lorenzo Poe/Rey

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

pps95.bcc

1994 JUL - 6 AM 11:33  
MULTNOMAH COUNTY  
OREGON  
COUNTY CLERK'S OFFICE



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director  
Community and Family Services Division *LP/RZ*

DATE: June 15, 1994

SUBJECT: FY 1994-95 Contract with Portland Public Schools

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of the FY 1994-95 contract with Portland Public Schools.

**II. Background/Analysis:** The Community and Family Services Division is renewing its contract with Portland Public Schools, for the purchase of mental health, growth promotion, and prevention services for children and youth. The contract includes several service areas, including:

- An agreement over access to alcohol/drug services, using an Alcohol/Drug service provider's services.
- Educational Assistance for children with mental illness.
- Family Support (TLC/TNT) for high risk youth.
- Infant/toddler care for children of teen parents.
- Health and developmental screens for pre-school age children.
- Indian Education Project services for at-risk Native American students.

**III. Financial Impact:** The contract is for \$165,607 plus requirements for the Partners Project, to allow purchase of services based on individual children's needs.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This contract provides services directed at providing access to mental health services, improving the readiness to learn of pre-school age children, retaining teen parents in school (by providing child care), and focusing on the retention of minority culture students in school.

**VII. Citizen Participation:** These programs have been supported by the Commission on Children and Families.

**VIII. Other Government Participation:** This contract represents coordination between Multnomah County and a public school district, to increase the skills and abilities of children and youth.

pps95.srs

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**  
(See Administrative Procedures CON-1)

Contract # 101575

Amendment # \_\_\_\_\_

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-4</u> DATE <u>7/14/94</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	---	--

Department: \_\_\_\_\_ Division: Community & Family Services Date: 6/15/94

Contract Originator: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room: 161/2nd

Administrative Contact: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room: 161/2nd

Description of Contract: **Contract renews purchase of mental health, infant toddler, health development screens, and Indian Education project services.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ JQRF

<p>Contractor Name: <u>Portland Public Schools</u></p> <p>Mailing Address: <u>501 N. Dixon</u> <u>Portland, OR 97227-1871</u></p> <p>Phone: <u>(503) 249-2000</u></p> <p>Employer ID# or SS#: <u>93-6000830</u></p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>165,607 + Req'ts</u></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="width:50%;">Payment Schedule</td> <td style="width:50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>fee for service</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>fee for service</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>Funds Available</u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *[Signature]* Date: June 15, 1994

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Class II Contracts Only)

County Counsel: *[Signature]* Date: June 29, 1994

County Chair/Sheriff: *[Signature]* Date: July 14, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
	See	Attached									

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

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

101575

TERM OF CONTRACT: From July 1, 1994  
CONTRACTOR NAME: Portland Public School District  
CONTRACTOR ADDRESS: 501 N. Dixon  
Portland, Oregon 97227-1871

To: June 30, 1995  
TELEPHONE: (503) 249-2000  
IRS NUMBER: 93-6000830

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Portland Public School District, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
<b>ALCOHOL/DRUG</b>					
Alcohol Outpatient	AD64}	See Attachment D, Alcohol/Drug Program			
Drug Free Outpatient	AD65}	Special Conditions. No Funds Involved.			

**CHILDRENS MENTAL HEALTH AND YOUTH PROGRAM**

Special Projects/Partners Project

Educational Assistance Service	MHS37	Req't Hrs	Cost Reimb.	See Att.E Prog.Inst.	Req'ts
Infant/Toddler Care	--	171 slots	Fee for Svc.	\$544.72	\$93,147
Health/Dvpt Screens	--	8 sess	Fee for Svc.	3,993.75	31,950
TLC/TNT	--	6 wk sess	Fee for Svc.	1,474.67	8,830
<b>Indian Education Project</b>					
Training Retreats		1 retreat	Fee for Svc.	5,486.00	5,486
Follow Up Sessions		128 sess.	Fee for Svc.	204.64	26,194
					<u>\$165,607</u>

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
n/a			

### 3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

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

### 4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Outcome	Program	% Goal
Consumers of child and adolescent outpatient mental health services will indicate a favorable response in bi-annual Consumer Satisfaction survey.	Childrens Mental Health	Baseline to be Determined
Outpatient mental health treatment for children and adolescents are culturally competent.	Childrens Mental Health	Individualized Per Agency
Outpatient mental health assessments for children and adolescents are standardized across agencies.	Childrens Mental Health	100%
75% of infant/toddlers meet developmental milestones for their age.	Youth Programs Infant/Toddler	n/a
50% of families gain measurable parenting skills.	Youth Programs TLC/TNT	n/a
Students will reach the third quarter with at least a 2.00 GPA and no letter grade less than a C in a core class.	Youth Programs Indian Ed. Proj.	n/a
Students will not have or will show improvement in attendance and social behavior.	Youth Programs Indian Ed. Proj.	n/a

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

### 5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$13,801. An additional advance up to 15 days of the contract funding amount, \$6,900, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating

expenses. The total advance shall not exceed \$20,701. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

CONTRACTOR shall comply with Multnomah County Program Instructions for the relevant programs, specifically Attachments D (Alcohol/Drug), E (Mental Health/Partners), and F (Youth Programs).



## PART B. DIVISION-WIDE GENERAL CONDITIONS

### 1. Amendments and Renewals

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

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

### 2. Assignment and Subcontracting

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

### 3. Authority of Designated Representatives

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

### 4. Availability of Funds

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

### 5. Compliance with Laws

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

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

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

## 6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

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

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

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

## 7. Contract Between State and County

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

## 8. Contractor Publicity

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

## 9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in

providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000;
- 2) Multnomah County contract funds exceed \$100,000;
- 3) Total agency budget exceeds \$500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2), v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

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

#### 10. Grievances

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

**11. Indemnification**

CONTRACTOR and COUNTY agree to indemnify, defend, and save harmless each other, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR or COUNTY, their employees, agents, or subcontractors. CONTRACTOR and COUNTY further agree to defend each other COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S, COUNTY'S or subcontractor's performance of their duties under this contract.

**12. Independent Contractor Status**

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

**13. Insurance, Bonding, and Workers Compensation**

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

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

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

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

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

#### 14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

#### 15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

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

#### 16. Monitoring and Enforcement

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

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

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

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

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 this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

#### **17. Nondiscrimination and Cultural Competence**

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

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

- 1) Agency Board of Directors, staff, and volunteers are diverse.
- 2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
- 3) Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
- 4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

#### **18. Operating Hours**

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

#### **19. Payment Terms and Reports: All Contracts**

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

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess

of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. 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 any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

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

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

## **20. Payment Terms and Reports: Fee for Service**

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

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

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

## **21. Payment Terms: Service Capacity and Cost Reimbursement**

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

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

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

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

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

## **22. Program Reporting Requirements**

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

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

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

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

## **23. Property Management**

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

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

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



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

#### **24. Record Retention**

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

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

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

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

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

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

#### **25. Religious Content**

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

#### **26. Request for Proposal**

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

#### **27. Severability**

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

#### **28. Termination**

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

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

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

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

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

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

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

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

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

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

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

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

PART C. GENERAL CONDITIONS: ALCOHOL/DRUG PROGRAM

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules. However, CONTRACTOR agrees that no person will be denied access to services within the scope of this agreement based on that person's ability to pay for such services.

2. Letter of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to continue contracting for services through the COUNTY.

3. Performance Standards

CONTRACTOR agrees to meet at least the minimum standards for performance for any service element covered under this agreement, in accordance with performance standards detailed in the Alcohol and Drug Manual of Program Instructions.

4. Reporting and Recordkeeping

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

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

5. Retention of Revenue and Earned Income

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

PART D: GENERAL CONDITIONS: MENTAL HEALTH

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Certificate of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) or the State Office of Alcohol and Drug Abuse Programs in order to continue contracting for services through the COUNTY.

3. Client Injury or Death

a. CONTRACTOR agrees to report by phone all serious injuries or deaths that occur to clients enrolled in programs funded through this agreement on the same working day that they occur. If the injury or death occurs after normal business hours or on a weekend, it is to be reported on the next working day. The report should be directed to the Community Mental Health Director; or for adults, the Supervisor of the COUNTY Adult Mental Health Program and for children, the Manager of the Child and Adolescent Mental Health Program.

b. CONTRACTORS of adult mental health services further agree to follow up with a written Critical Incident Report to COUNTY in a timely manner, per current policy and procedures.

c. COUNTY will conduct a fact-finding inquiry into all such serious injuries and deaths reported.

4. Reporting and Recordkeeping

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

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

5. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds

belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

**6. Title XIX Conditions**

If CONTRACTOR provides services funded through Title XIX, CONTRACTOR shall comply with the following requirements:

a. CONTRACTOR shall provide services as identified and defined in the Mental Health and Developmental Disability Services Division document, *Medicaid Rehabilitative Services Procedure Codes and Reimbursement Rates*.

b. CONTRACTOR shall comply with OAR 309-16-000 through 309-16-130 "Medicaid Payment for Community Mental Health Services" and with Oregon Administrative Rules and program instructions applicable to each service element.

c. CONTRACTOR shall submit the results of each 90-day Utilization Review to the COUNTY, which shall include the Title XIX Utilization Review Report form, a summary of the Content Review, and a summary of the Completeness Review. These items are due ten (10) working days following the Utilization Review date.

d. CONTRACTOR shall conduct a Title XIX Billing Review every 90 days. The Billing Review shall include a review of 25 randomly chosen line-items from Medicaid billings of the previous 90 days. Each line-item shall be evaluated for compliance with the Medicaid documentation requirements. CONTRACTOR shall submit the results of each Billing Review to the COUNTY on the Title XIX Billing Review Report form, due with each Utilization Review Report.

e. CONTRACTOR shall enroll all individuals served with Medicaid funds in the State CPMS data system.

f. CONTRACTOR shall submit any special reports as may be reasonably requested by the COUNTY.

**7. Title XIX Conditions for Services for Children and Adolescents**

In addition to the conditions for Title XIX above, any CONTRACTOR providing Title XIX funded mental health services to children and adolescents shall meet the following conditions.

a. CONTRACTOR must hold a Certificate of Approval to provide Child & Adolescent Mental Health services.

b. CONTRACTOR shall accept Medicaid eligible children and adolescents, ages 0 to 21 years old, for mental health evaluation and treatment services that are deemed medically necessary. If the appropriate treatment is not available at the CONTRACTOR agency, the CONTRACTOR shall refer the individual to other resources able to provide the appropriate treatment services.

c. CONTRACTOR shall submit the Medicaid Allocation Utilization Quarterly Report to the COUNTY within ten (10) working days following the close of the report period.

PART E. GENERAL CONDITIONS: YOUTH PROGRAM SERVICES

1. Program Principles

CONTRACTOR shall provide services which comply with the following principles:

- a. Services must be culturally appropriate and relevant;
- b. Services must be developmentally appropriate; and
- c. Services must be integrated into the larger system of child and youth services.

2. Program Reporting

In addition to program reporting requirements referenced in this contract, any CONTRACTOR providing services funded through the Youth Program shall meet the following conditions:

a. Contract services shall be monitored through the use of the Client Tracking System (CTS) and/or the Great Start Tracking System (GSCTS), and/or the Group and Volunteer Activities form (GVA), and/or any other specified reports. CONTRACTOR shall be subject to any Youth Program policies regarding contract compliance including, but not limited to, the Corrective Action Policy.

b. CONTRACTOR shall provide narrative client profiles, the minimum number to be determined by COUNTY, in the identified format. Profiles shall be done on a representative sample of clients served and be a balance of successful and unsuccessful interactions. Profiles shall be submitted no later than thirty (30) days following the end of the second program quarter.

c. CONTRACTOR shall report on mutually agreed-upon outcome indicators in the manner and timelines identified by COUNTY.

3. Service Standards

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

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

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

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

MULTNOMAH COUNTY

PORTLAND PUBLIC SCHOOL DISTRICT

BY Norman J. Juehn 6-16-94 BY \_\_\_\_\_  
Program Manager Date Date  
Alcohol/Drug Program

BY Anna Steiner 6/21/94 BY \_\_\_\_\_  
Program Manager Date Date  
Childrens Mental Health & Youth 6-23-94  
Ellen Beck

BY Lorenz R. / R3 6/15/94  
Community and Family Services Date  
Division Director

BY Beverly Stein 7/14/94  
Beverly Stein Date  
Multnomah County Chair

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 7/14/94  
DEB BOGSTAD  
BOARD CLERK

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

BY H. H. Lazenby, Jr. 6/29/94  
H. H. Lazenby, Jr. Date

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION  
CONTRACT CERTIFICATES

Attachment A

CERTIFICATE OF COMPLIANCE WITH  
SPECIAL STATE AND FEDERAL REQUIREMENTS

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

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

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

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

2. Energy Conservation

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

3. Environmental Protection

a. CONTRACTOR ensures that if federal funds payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

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

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering



into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 5. Drug-Free Workplace

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

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

#### 6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

#### 7. Displaced Persons

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

8. Flood Insurance

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

9. Historic Preservation

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

10. Minimum Wage and Maximum Hours

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

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

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

13. Department of Energy

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

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

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

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

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

#### 14. Federal Alcohol Drug Abuse and Mental Health Block Grant

If receiving such funds, CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, Community Health Services Block Grant, CFDA #93.958, and Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959 will be restricted to only public or non-profit entities.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION  
CONTRACT CERTIFICATES

CERTIFICATE REGARDING NONDISCRIMINATION

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

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

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

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

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

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

a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;

b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

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

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

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

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

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

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION  
CONTRACT CERTIFICATES

Attachment C

CERTIFICATE REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS

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

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

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

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

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

Alcohol/Drug Program Special Conditions:  
Portland Public Schools

This agreement provides for services to be provided on-site at the Counteract Program by a sub-contract provider of Multnomah County and outlines the relationship and understanding between Multnomah County and Portland Public Schools.

A. Multnomah County

1. Multnomah County will maintain a sub-contract with Mainstream Youth Program to deliver on-site Alcohol and Drug Targeted Outpatient Treatment Services to students at Counteract needing such services.
2. Multnomah County will monitor Mainstreams compliance with all applicable Administrative Rules governing the provision of treatment services.
3. Multnomah County will participate in quarterly program progress evaluation and problem solving meetings with Portland Public Schools staff and Mainstream Youth Program Representatives.

B. Portland Public Schools

1. Portland Public Schools will communicate directly with the established liaison from Mainstream Youth Program on all issues of program operation and coordination as an initial step in resolving any problems.
2. Portland Public Schools will advise the established Multnomah County liaison of any unresolved problems and Multnomah County will pursue resolution with Mainstream Youth Program within the terms of their contract.
3. Portland Public Schools will provide appropriate space for the treatment services to be provided without cost to Multnomah County or Mainstream Youth Program.
4. Portland Public Schools will establish an agreement with Mainstream Youth Program to govern the use of such space and any responsibilities of Mainstream Youth Program in occupying the space and operating these services on-site at Counteract.
5. Portland Public Schools agrees that Mainstream Youth Program will assess financial status of program participants and may charge fees or otherwise seek remuneration from third parties who may cover the student for alcohol/drug treatment.

SPECIAL CONDITIONS  
EDUCATIONAL ASSISTANCE SERVICES - PARTNERS PROJECT

1. Recruitment, hiring, and supervision of Educational Assistants for Partners Project clients who are students of Portland Public Schools will be provided by the administration of Portland Public Schools.
2. It is the responsibility of the Managed Care Coordinator, in coordination with an assistant supervisor in Special Education or their designee, to assess the need for an Educational Assistant, the circumstances under which the Educational Assistant will perform assigned duties and the number of hours the Educational Assistant is needed.
3. The Managed Care Coordinator from the Partners Project will request an Educational Assistant from the Portland Public Schools Department of Special Education under the following circumstances:
  - a. Classroom supervision, in order to maintain the child in the classroom setting when the current supervision has proven inadequate.
  - b. Stabilization of the child so as to ensure school placement by providing a transition support person for the child.
  - c. Other situations as indicated in the Plan of Care.
4. Screening for the best fit of Educational Assistant and student is done by the Managed Care Coordinator and the Supervisor of the Educational Assistant. The employment of the Educational Assistant for a particular student will not exceed six (6) hours a day, five (5) days a week during the academic school year, unless authorized by the Managed Care Coordinator.
5. All services performed by an Educational Assistant will be authorized by the Managed Care Coordinator and be consistent with the goals in the Plan of Care.
6. The Educational Assistant will provide the Managed Care Coordinator with a monthly progress report, written or oral, on progress towards the goals stated in the Plan of Care for services provided by the Educational Assistant.
7. Compensation. COUNTY agrees to pay CONTRACTOR its gross payroll cost for the Educational Assistants providing service, which payment shall be conditional upon the following applicable terms:



- a. Gross payroll cost is defined as hourly pay plus the following benefits: PERS, FICA, health and welfare, life insurance, unemployment insurance and workman's compensation.
- b. Only services identified in the Partners Project Plan of Care by type and frequency, and pre-authorized by the Managed Care Coordinator are billable. This agreement between the CONTRACTOR and the Managed Care Coordinator must be executed and received prior to any payment for services.
- c. COUNTY shall pay CONTRACTOR promptly in response to CONTRACTOR's itemized monthly billing(s). The billing invoice must include the type of service (Educational Assistance), name of the service recipient, name of the educational assistant providing the service and that individual's salary amount and fringe benefits amount for the hours of service provided; the dates of service, duration of service and total payable. Please submit all invoices to:

Partners Project Billing Section  
426 SW Stark Street, 7th floor  
Portland, Oregon 97204



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

## YOUTH PROGRAM OFFICE

### PROGRAM INSTRUCTION: INFANT/TODDLER CARE CENTER

Contractor shall deliver services in accordance with the following conditions, in addition to conditions outlined in the Youth Program Office service standards manual, the contract, and any other instructions prepared by the Housing and Community Services Division.

#### Target Population

Clients eligible for services shall be the infants/toddlers of young women enrolled in the PPS Teen Parent Program and residing in Multnomah County.

#### Services

Contractor shall provide:

- ♦ Appropriate referral of teen parent and/or child/ren to other community agencies.
- ♦ Participation time in the Infant/Toddler Center for teen parents to learn about child development, parenting skills, child care procedures, and to observe role models for appropriate adult/child interactions.
- ♦ Weekly consultation with child care staff regarding child's developmental status and focus for attention.

Contractor shall assure provision of services to be delivered by its sub-contractor, as follows:

- ♦ A minimum of three appropriately equipped CSD licensed child care facilities operated in conjunction with the Teen Parent Program schedule and conforming to state established minimum standards. Infant/Toddler Centers will maintain the capacity to serve a minimum of 28 children at all times.
- ♦ Daily activities addressing cognitive, social, emotional, and physical domains and conforming to standards of developmentally appropriate practice 6 hours per day for all school days, for a total 1,038 hours.
- ♦ Weekly consultation with case management staff regarding child's developmental status and any specialized needs.
- ♦ A daily written anecdotal observation of each child in attendance at the Center.
- ♦ Monthly recordings of developmental milestones on enrolled infants/ toddlers, and annual participation in SKIP for developmental screening and subsequent referral to the District Regional Assessment Center when appropriate.

#### Reporting

Contractor shall prepare a quarterly narrative report on the progress of the program relative to the requirements.

## MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

### PROGRAM INSTRUCTION: TLC/TNT

**Contractor** shall deliver services in accordance with the following conditions, in addition to conditions outlined in the Youth Program Office service standards manual, the contract, and any other instructions prepared by the Community & Family Services Division.

#### TARGET POPULATION

**Contractor** will provide services to a minimum of 300 unduplicated clients during the fiscal year. Clients eligible for services will be children ages 4 to 14 and their parents, who reside in North and Northeast Portland.

#### SERVICES

**Contractor** shall assure provision of services to be delivered by its sub-contractor, as follows:

- ♦ Provide two 4-day sessions and four 5-day sessions of **Summer Program** services to children and youth from North and Northeast Portland. Each week a minimum of 65 children will be served.
- ♦ Involve parents who have been referred by schools in parent activities paralleling the time span of their child's TLC/TNT involvement.
- ♦ Refer 25 parents to the Parents Reaching Out Support Group housed at Mallory Avenue Christian Church.

#### OUTCOMES/PERFORMANCE MEASUREMENTS

- ♦ 50% of the families will gain measurable parenting skills.
- ♦ 75% families will have success in communication, decision making and problem solving techniques.
- ♦ 50% of the families will be able to identify their own strengths and understand how to build on them.

#### REPORTING

**Contractor** shall report services in a narrative summary the Youth Program Office. In addition to describing activities, the narrative will include information regarding the **outcome/performance measurements**, the number of youth enrolled in each session, the number actually attending and completing these sessions, problems and or successes encountered during the provision of services, number of counselors participating in each session, and the number of parents/grandparents involved.

The final report for all summer activities must be received by October 15, 1995.

Special Conditions  
Youth Program Office  
Fiscal Year 1994-1995

Portland Public Schools  
Indian Education Program

I. Target Population

1. Contractor will provide services to a minimum of 80% of all incoming 6th grade student who are enrolled in the Portland Public School's Indian Education Project and who are of American Indian decent.
2. Students will be residents of Multnomah County.
3. No less than sixty percent (60%) of students served will successfully transition into middle school.

II. Client Services

1. Contractor will provide a minimum of three (3) student retreats that will focus on issues of alcohol and drug education, student survival skills and cultural enrichment.
2. Contractor will no less than one hundred and twenty eight (128) student follow up sessions as an enhancement to the student retreats, in an effort to monitor individual youths academic progress and performance.

III. Other Conditions

1. Contractor will provide the County with copies of education and support materials as requested.

MEETING DATE: JUL 14 1994

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Intergovernmental Agreement between Multnomah County and the City of Fairview for the 1995-97 Community Development Block Grant Program and

**SUBJECT:** HOME Investment Partnership Program

**BOARD BRIEFING**      Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:**      Date Requested: July 7, 1994

Amount of Time Needed: 10 minutes

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community and Family Services

**CONTACT:** Cecile Pitts      **TELEPHONE #:** 248-3044 or 248-3631  
Karen Whittle      **BLDG/ROOM #:** 412/2nd

**PERSON(S) MAKING PRESENTATION:** \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

The federal Department of Housing and Urban Development requires Multnomah County and its participating cities to renew its urban county qualification for the Community Development Block Grant Program and HOME Program for 1995, 1996 and 1997. This Intergovernmental Agreement between the County and the City of Fairview states program objectives, cooperative undertakings, and program requirements necessary to sustain the CDBG and HOME Programs. The Board of County Commissioners are requested to approve this Intergovernmental Agreement.

7/14/94 ORIGINALS TO KAREN WHITTLE

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lorenzo Poe / RZ

BOARD OF  
COUNTY COMMISSIONERS  
1994 JUL - 6 AM 11:32  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
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BOARD OF COUNTY COMMISSIONERS  
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners  
FROM: Lorenzo Poe, Director  
Community and Family Services Division *LP/KZ*  
DATE: June 29, 1994  
SUBJECT: Community Development Block Grant Small Cities Agreements

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of the small cities intergovernmental agreements for the period July 1, 1995 through June 30, 1998.

**II. Background/Analysis:** The Community and Family Services Division is processing agreements with the following small cities in Multnomah County:

- Fairview
- Lake Oswego
- Maywood Park
- Troutdale
- Wood Village

The intent of the agreement is to form an urban county for the purposes of applying and receiving Community Development Block Grant and HOME funding. The agreement states program objectives, cooperative undertakings, and program requirements necessary to sustain these two federal programs. No funds are transferred in these agreements.

**III. Financial Impact:** These agreements allow the County to qualify as an urban county for community development and HOME dollars. The agreements do not carry specific financial arrangements.

**IV. Legal Issues:** The agreements are necessary for the County to qualify as an urban county.

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** These agreements support the County's efforts at partnering and intergovernmental coordination.

**VII. Citizen Participation:** Agreements come under the purview of the CDBG Policy Advisory Board.

**VIII. Other Government Participation:** These agreements set up a mechanism for coordination among six local governments.

trout95.srs

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**  
(See Administrative Procedures CON-1)

Contract # 102785

Amendment # \_\_\_\_\_

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-5</u> DATE <u>7/14/94</u></p> <p align="center"><u>DEB BOGSTAD</u> <b>BOARD CLERK</b></p>
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Department: \_\_\_\_\_ Division: Community & Family Services Date: June 29, 1994

Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>City of Fairview</u></p> <p>Mailing Address: <u>300 Harrison</u> <u>Gresham, Oregon</u></p> <p>Phone: <u>(503)665-7929</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1995</u></p> <p>Termination Date: <u>June 30, 1998</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>n/a</u></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="width:50%;">Payment Schedule</td> <td style="width:50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:  
Department Manager: *Solange Poe / RZ* Date: June 29, 1994

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

County Counsel: *[Signature]* Date: 5 July 94

County Chair/Sheriff: *[Signature]* Date: July 14, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
								Not	Applicable		

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

# INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF FAIRVIEW

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and  
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1995 - 1997

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Fairview (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.



E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on February 15, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 19, 1986, October 12, 1989, and October 31, 1991, COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1995; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and

- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- ( 8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- ( 9) The CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
- (12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Comprehensive Housing Affordability Strategy (CHAS), and/or meet other requirements of the CDBG and HOME programs and other applicable laws.
- (13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1995 through June 30, 1998 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

CITY OF FAIRVIEW

By: \_\_\_\_\_

Beverly Stein, Chair

By: \_\_\_\_\_

Title: Mayor of Fairview

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:

H. H. Lagubay Jr. by R.M.  
Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 7/14/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 14 1994

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Intergovernmental Agreement between Multnomah County and the City of  
Lake Oswego for the 1995-97 Community Development Block Grant Program and  
SUBJECT: HOME Investment Partnership Program

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: July 7, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: \_\_\_\_\_ DIVISION: Community and Family Services

CONTACT: Cecile Pitts TELEPHONE #: 248-3044 or 3631  
Karen Whittle BLDG/ROOM #: 412/2nd

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The federal Department of Housing and Urban Development requires  
Multnomah County and its participating cities to renew its urban  
county qualification for the Community Development Block Grant  
Program and HOME Program for 1995, 1996 and 1997. This  
Intergovernmental Agreement between the County and the City of  
Lake Oswego states program objectives, cooperative undertakings,  
and program requirements necessary to sustain the CDBG and HOME  
Programs. The Board of County Commissioners are requested to  
approve this Intergovernmental Agreement.

7/14/94 ORIGINALS TO KAREN WHITTLE  
**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Erin Po / KZ

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director  
Community and Family Services Division *LP/RE*

DATE: June 29, 1994

SUBJECT: Community Development Block Grant Small Cities Agreements

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of the small cities intergovernmental agreements for the period July 1, 1995 through June 30, 1998.

**II. Background/Analysis:** The Community and Family Services Division is processing agreements with the following small cities in Multnomah County:

- Fairview
- Lake Oswego
- Maywood Park
- Troutdale
- Wood Village

The intent of the agreement is to form an urban county for the purposes of applying and receiving Community Development Block Grant and HOME funding. The agreement states program objectives, cooperative undertakings, and program requirements necessary to sustain these two federal programs. No funds are transferred in these agreements.

**III. Financial Impact:** These agreements allow the County to qualify as an urban county for community development and HOME dollars. The agreements do not carry specific financial arrangements.

**IV. Legal Issues:** The agreements are necessary for the County to qualify as an urban county.

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** These agreements support the County's efforts at partnering and intergovernmental coordination.

**VII. Citizen Participation:** Agreements come under the purview of the CDBG Policy Advisory Board.

**VIII. Other Government Participation:** These agreements set up a mechanism for coordination among six local governments.

trout95.srs

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102795

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-6</u> DATE <u>7/14/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
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Department: \_\_\_\_\_ Division: Community & Family Services Date: June 29, 1994

Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ JQRF

<p>Contractor Name: <u>Lake Oswego</u></p> <p>Mailing Address: <u>380 A Lake Oswego</u></p> <p style="text-align: center;"><u>Lake Oswego, Oregon</u></p> <p>Phone: <u>(503)635-0290</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1995</u></p> <p>Termination Date: <u>June 30, 1998</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>n/a</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p><input type="checkbox"/> Lump Sum \$ _____</p> <p><input type="checkbox"/> Monthly \$ _____</p> <p><input type="checkbox"/> Other \$ _____</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES: Department Manager: [Signature] Date: June 29, 1994

Purchasing Director: [Signature] Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: [Signature] Date: 5 July 94

County Chair/Sheriff: [Signature] Date: July 14, 1994

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
								Not	Applicable		

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

# INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF LAKE OSWEGO

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and  
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1995 - 1997

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Lake Oswego (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.



E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on March 7, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 25, 1986, October 12, 1989 and October 31, 1991, the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1995; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

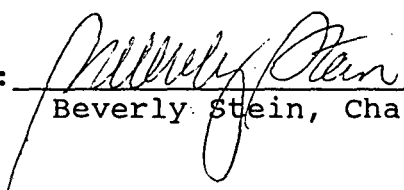
- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- ( 8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- ( 9) The CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.


- (12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Comprehensive Housing Affordability Strategy (CHAS), and/or meet other requirements of the CDBG and HOME programs and other applicable laws.
- (13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1995 through June 30, 1998 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

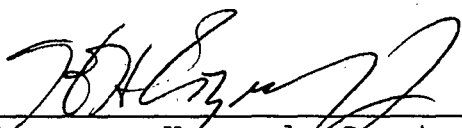
CITY OF LAKE OSWEGO

By:   
Beverly Stein, Chair

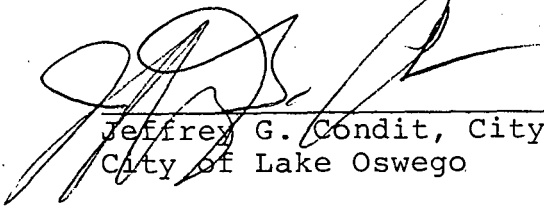
By:   
Title: Mayor of Lake Oswego  
Alice L. Schlenker,  
Authorized by R-94-26

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under state and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:

  
Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 7/14/94  
DEB BOGSTAD  
BOARD CLERK

  
Jeffrey G. Condit, City Attorney  
City of Lake Oswego

MEETING DATE: JUL 14 1994

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Intergovernmental Agreement between Multnomah County and the City of Maywood Park for the 1995-97 Community Development Block Grant Program

SUBJECT: and HOME Investment Partnership Program

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: July 7, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: \_\_\_\_\_ DIVISION: Community and Family Services

CONTACT: Cecile Pitts TELEPHONE #: 248-3044 or 248-3631  
Karen Whittle BLDG/ROOM #: 412/2nd

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The federal Department of Housing and Urban Development requires Multnomah County and its participating cities to renew its urban county qualification for the Community Development Block Grant Program and HOME Program for 1995, 1996 and 1997. This Intergovernmental Agreement between the County and the City of Maywood Park states program objectives, cooperative undertakings, and program requirements necessary to sustain the CDBG and HOME Programs. The Board of County Commissioners are requested to approve this Intergovernmental Agreement.

7/14/94 ORIGINALS TO KAREN  
**SIGNATURES REQUIRED:** WHITTLE

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Sherry Poe /K2

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director  
Community and Family Services Division *LP/RZ*

DATE: June 29, 1994

SUBJECT: Community Development Block Grant Small Cities Agreements

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the small cities intergovernmental agreements for the period July 1, 1995 through June 30, 1998.

II. Background/Analysis: The Community and Family Services Division is processing agreements with the following small cities in Multnomah County:

- Fairview
- Lake Oswego
- Maywood Park
- Troutdale
- Wood Village

The intent of the agreement is to form an urban county for the purposes of applying and receiving Community Development Block Grant and HOME funding. The agreement states program objectives, cooperative undertakings, and program requirements necessary to sustain these two federal programs. No funds are transferred in these agreements.

III. Financial Impact: These agreements allow the county to qualify as an urban county for community development and HOME dollars. The agreements do not carry specific financial arrangements.

IV. Legal Issues: The agreements are necessary for the County to qualify as an urban county.

V. Controversial Issues: none

VI. Link to Current County Policies: These agreements support the County's efforts at partnering and intergovernmental coordination.

VII. Citizen Participation: Agreements come under the purview of the CDBG Policy Advisory Board.

VIII. Other Government Participation: These agreements set up a mechanism for coordination among six local governments.

trout95.srs

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # \_\_\_\_\_

Amendment # 102805

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement  <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                  AGENDA # <u>C-7</u> DATE <u>7/14/94</u>  <u>DEB BOGSTAD</u>                  BOARD CLERK             </div>

Department: \_\_\_\_\_ Division: Community & Family Services Date: June 29, 1994

Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: **Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>Maywood Park</u> Mailing Address: <u>4510 NE 102d Annex #1</u> <u>Maywood Park, Oregon</u> Phone: <u>(503)255-9805</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1995</u> Termination Date: <u>June 30, 1998</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>n/a</u>	Remittance Address (if different) _____  <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: [Signature] Date: June 29, 1994

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: [Signature] Date: 5 July 94

County Chair/Sheriff: [Signature] Date: July 14, 1994

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
								Not	Applicable		

# INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF MAYWOOD PARK

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and  
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1995 - 1997

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Maywood Park (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.



E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on February 6, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 17, 1986, October 12, 1989 and October 31, 1991, the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1995; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.


- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- ( 8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- ( 9) The CITY supports the COUNTY'S adoption and enforcement of a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY supports the COUNTY'S adoption and enforcement of a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

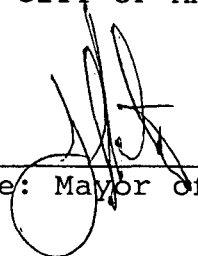
- (12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Comprehensive Housing Affordability Strategy (CHAS), and/or meet other requirements of the CDBG and HOME programs and other applicable laws.
- (13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1995 through June 30, 1998 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 27 day of June, 1994.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

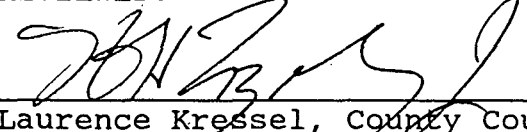
CITY OF MAYWOOD PARK

By:   
Beverly Stein, Chair

By:   
Title: Mayor of Maywood Park

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:

  
Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 7/14/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 14 1994  
AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Intergovernmental Agreement between Multnomah County and the City of Troutdale for the 1995-97 Community Development Block Grant Program and

**SUBJECT:** HOME Investment Partnership Program

**BOARD BRIEFING**      Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:**      Date Requested: July 7, 1994

Amount of Time Needed: 10 minutes

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community and Family Services

**CONTACT:** Cecile Pitts      **TELEPHONE #:** 248-3044 or 248-3631  
Karen Whittle      **BLDG/ROOM #:** 412/2nd

**PERSON(S) MAKING PRESENTATION:** \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

The federal Department of Housing and Urban Development requires Multnomah County and its participating cities to renew its urban county qualification for the Community Development Block Grant Program and HOME Program for 1995, 1996 and 1997. This Intergovernmental Agreement between the County and the City of Troutdale states program objectives, cooperative undertakings, and program requirements necessary to sustain the CDBG and HOME Programs. The Board of County Commissioners are requested to approve this Intergovernmental Agreement.

7/14/94 ORIGINALS TO KAREN WHITTLE  
**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Henry Poe / KE

BOARD OF  
COUNTY COMMISSIONERS  
1994 JUL - 5 AM 11:32  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director  
Community and Family Services Division *LP/RZ*

DATE: June 29, 1994

SUBJECT: Community Development Block Grant Small Cities Agreements

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the small cities intergovernmental agreements for the period July 1, 1995 through June 30, 1998.

II. Background/Analysis: The Community and Family Services Division is processing agreements with the following small cities in Multnomah County:

- Fairview
- Lake Oswego
- Maywood Park
- Troutdale
- Wood Village

The intent of the agreement is to form an urban county for the purposes of applying and receiving Community Development Block Grant and HOME funding. The agreement states program objectives, cooperative undertakings, and program requirements necessary to sustain these two federal programs. No funds are transferred in these agreements.

III. Financial Impact: These agreements allow the County to qualify as an urban county for community development and HOME dollars. The agreements do not carry specific financial arrangements.

IV. Legal Issues: The agreements are necessary for the County to qualify as an urban county.

V. Controversial Issues: none

VI. Link to Current County Policies: These agreements support the County's efforts at partnering and intergovernmental coordination.

VII. Citizen Participation: Agreements come under the purview of the CDBG Policy Advisory Board.

VIII. Other Government Participation: These agreements set up a mechanism for coordination among six local governments.

trout95.srs

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # \_\_\_\_\_

Amendment # 102815

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-8</u> DATE <u>7/14/94</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>

Department: \_\_\_\_\_ Division: Community & Family Services Date: June 29, 1994

Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: **Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>City of Troutdale</u> Mailing Address: _____ <u>Troutdale, Oregon</u> Phone: <u>(503)665-5175</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1995</u> Termination Date: <u>June 30, 1998</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>n/a</u>	Remittance Address (if different) _____  <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: [Signature] Date: June 29, 1994

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: [Signature] Date: 5 July 94

County Chair/Sheriff: [Signature] Date: July 14, 1994

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
								Not	Applicable		

# INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF TROUTDALE

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and  
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1995 - 1997

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Troutdale (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.



E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on February 14, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 19, 1986, October 12, 1989, and October 31, 1991, the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1995; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

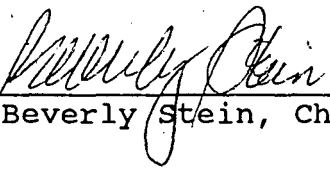
- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- ( 8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- ( 9) The CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.


- (12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Comprehensive Housing Affordability Strategy (CHAS), and/or meet other requirements of the CDBG and HOME programs and other applicable laws.
- (13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1995 through June 30, 1998 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON


CITY OF TROUTDALE

By:   
Beverly Stein, Chair

By:   
Title: Mayor of Troutdale

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:

  
Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 7/14/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 14 1994

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Intergovernmental Agreement between Multnomah County and the City of Wood Village for the 1995-97 Community Development Block Grant Program and

**SUBJECT:** HOME Investment Partnership Program

**BOARD BRIEFING**      Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:**      Date Requested: July 7, 1994

Amount of Time Needed: 10 minutes

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community and Family Services

**CONTACT:** Cecile Pitts      **TELEPHONE #:** 248-3044 or 248-3631  
Karen Whittle      **BLDG/ROOM #:** 412/2nd

**PERSON(S) MAKING PRESENTATION:** \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

The federal Department of Housing and Urban Development requires Multnomah County and its participating cities to renew its urban county qualification for the Community Development Block Grant Program and HOME Program for 1995, 1996 and 1997. This Intergovernmental Agreement between the County and the City of Wood Village states program objectives, cooperative undertakings, and program requirements necessary to sustain the CDBG and HOME Programs. The Board of County Commissioners are requested to approve this Intergovernmental Agreement.

7/14/94 ORIGINALS TO KAREN WHITTLE  
**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Felipe Poe / K

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director  
Community and Family Services Division *LP/RZ*

DATE: June 29, 1994

SUBJECT: Community Development Block Grant Small Cities Agreements

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the small cities intergovernmental agreements for the period July 1, 1995 through June 30, 1998.

II. Background/Analysis: The Community and Family Services Division is processing agreements with the following small cities in Multnomah County:

- Fairview
- Lake Oswego
- Maywood Park
- Troutdale
- Wood Village

The intent of the agreement is to form an urban county for the purposes of applying and receiving Community Development Block Grant and HOME funding. The agreement states program objectives, cooperative undertakings, and program requirements necessary to sustain these two federal programs. No funds are transferred in these agreements.

III. Financial Impact: These agreements allow the county to qualify as an urban county for community development and HOME dollars. The agreements do not carry specific financial arrangements.

IV. Legal Issues: The agreements are necessary for the County to qualify as an urban county.

V. Controversial Issues: none

VI. Link to Current County Policies: These agreements support the County's efforts at partnering and intergovernmental coordination.

VII. Citizen Participation: Agreements come under the purview of the CDBG Policy Advisory Board.

VIII. Other Government Participation: These agreements set up a mechanism for coordination among six local governments.

trout95.srs

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # \_\_\_\_\_

Amendment # 102825

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-9</u> DATE <u>7/14/94</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>

Department: \_\_\_\_\_ Division: Community & Family Services Date: June 29, 1994

Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>City of Wood Village</u> Mailing Address: _____ <u>Wood Village, Oregon</u> Phone: <u>(503)667-6211</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1995</u> Termination Date: <u>June 30, 1998</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>n/a</u>	Remittance Address (if different) _____  <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: Department Manager: [Signature] Date: June 29, 1994

Purchasing Director: [Signature] Date: \_\_\_\_\_  
 (Class II Contracts Only)

County Counsel: [Signature] Date: 5 July 94

County Chair/Sheriff: [Signature] Date: July 14, 1994

Contract Administration: [Signature] Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
								Not	Applicable		

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

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF WOOD VILLAGE

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and  
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1995 - 1997

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Wood Village (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.



E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on February 8, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 25, 1986, October 12, 1989 and October 31, 1991, the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1995; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

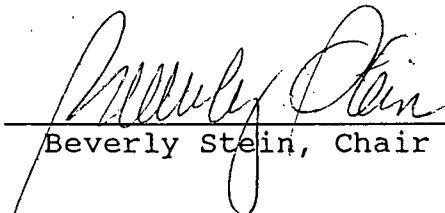
- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- ( 8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- ( 9) The CITY through a contract with Multnomah County Sheriff's Department is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction per ordinance Number 15, Section 48.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

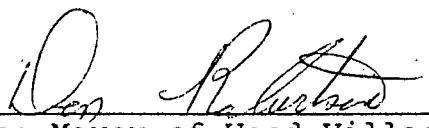
- (12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY and as concerns Wood Village, to carry out a community development program and approved Comprehensive Housing Affordability Strategy (CHAS), and/or meet other requirements of the CDBG and HOME programs and other applicable laws.
- (13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1995 through June 30, 1998 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

CITY OF WOOD VILLAGE


By:   
Beverly Stein, Chair

By:   
Title: Mayor of Wood Village

6/8/94

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:

  
Laurence Kressel, County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 7/14/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUL 14 1994

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15753. (Property originally purchased at auction.)

Deed D941013 and Board Orders attached.

7/15/94 original & copy Order & Deed to  
Bert Scott/Tax Title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Janice M. Dora

OR

DEPARTMENT MANAGER: Betsy Wellis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D941013 Upon Complete Performance of ) ORDER  
a Contract to ) 94-130  
  
LISA M. HOWLETT )

It appearing that heretofore on May 6, 1993, Multnomah County entered into a contract with LISA M. HOWLETT for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

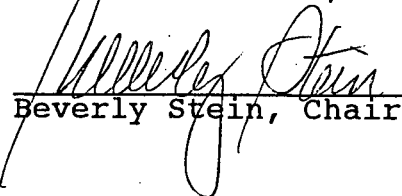
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

ELLIS ACRES  
E 1/2 OF LOT 5, BLOCK 2

Dated at Portland, Oregon this 14th day of July, 1994.

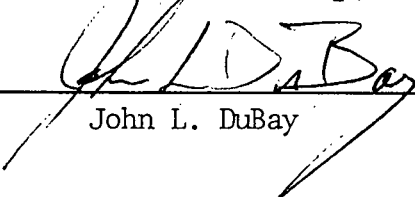


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By

  
John L. DuBay

DEED D941013

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to LISA M. HOWLETT, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

ELLIS ACRES  
E 1/2 OF LOT 5, BLOCK 2

The true and actual consideration paid for this transfer, stated in terms of dollars is \$20,000.00.

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

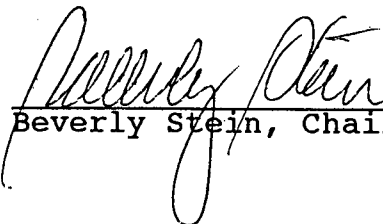
Until a change is requested, all tax statements shall be sent to the following address:

0223 SW WHITAKER ST  
PORTLAND OR 97201

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 14th day of July, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.




BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By   
John L. DuBay

By   
K. A. Tuneberg

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON

)

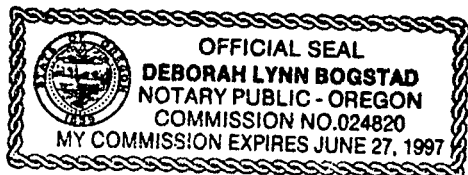
) ss

COUNTY OF MULTNOMAH

)

*On this 14th day of July, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

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



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*



MEETING DATE: JUL 14 1994.

AGENDA NO: C-11.

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_.

Amount of Time Needed: \_\_\_\_\_.

REGULAR MEETING: Date Requested: \_\_\_\_\_.

Amount of Time Needed: Consent.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation.

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.  
BLDG/ROOM #: 166/200/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15587. (Property repurchased by former owner.)

Deed D941019 and Board Orders attached.

7/15/94 ORIGINAL & COPY ORDER & DEED  
TO CEN SCOTT - TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_.

OR

DEPARTMENT MANAGER:  James M. De  Betty Welch.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D941019 Upon Complete Performance of ) ORDER  
a Contract to ) 94-131  
  
CLEMMIE MAYES )

It appearing that heretofore on January 22, 1991, Multnomah County entered into a contract with CLEMMIE MAYES for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

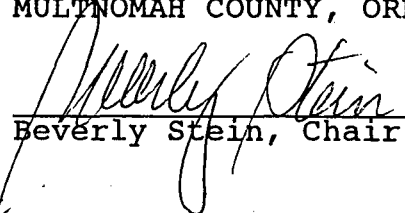
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

PIEDMONT  
LOTS 15 & 16, BLOCK 19

Dated at Portland, Oregon this 14th day of July, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay

DEED D941019

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CLEMMIE MAYES, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

PIEDMONT  
LOTS 15 & 16, BLOCK 19

The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,206.10.

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

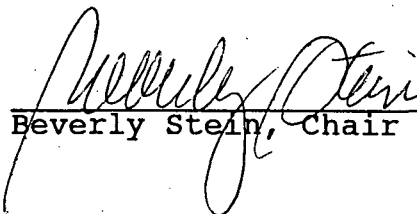
Until a change is requested, all tax statements shall be sent to the following address:

104 N KILLINGSWORTH  
PORTLAND OR 97217

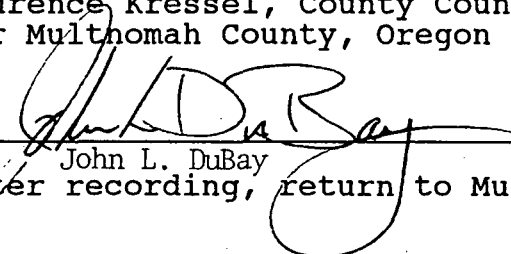
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 14th day of July, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.




BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay  
After recording, return to Multnomah County Tax Title, 166/200

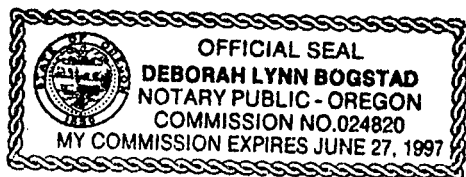
DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By   
K. A. Tuneberg  
County Tax Title, 166/200

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

*On this 14th day of July, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

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



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

MEETING DATE: JUL 14 1994  
AGENDA NO: C-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15263. (Property originally repurchased by former owner.)

Deed D941021 and Board Orders attached.

7/15/94 ORIGINAL & COPY ORDER & DEED  
TO Bev Scott/TAX TITLE

BOARD OF  
COUNTY COMMISSIONERS  
1994 JUL - 6 AM 11:32  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *James M. Jones* *Betsy Willis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D941021 Upon Complete Performance of ) ORDER  
a Contract to ) 94-132  
  
VIRGINIA OLSEN )

It appearing that heretofore on June 26, 1984, Multnomah County entered into a contract with VIRGINIA OLSEN for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

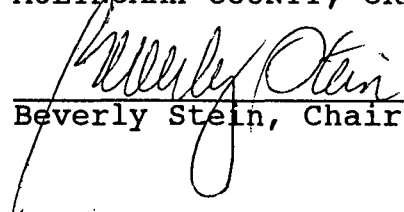
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 19, 1N 2E  
TL #315 0.23 AC  
AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 14th day of July, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

John L. DuBay

EXHIBIT A

(94219-3150)

A tract of land situated in Section 19, Township 1 North, Range 2 East of the Willamette Meridian, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at center of Section 19, 1 N, 2 E; thence south  $0^{\circ}28'$  west 1121'; thence south  $89^{\circ}40'$  east 777.44' to true point of beginning; thence south  $0^{\circ}31'$  west 199.29'; thence north  $89^{\circ}38'$  west 50'; thence north  $0^{\circ}31'$  east 199.26'; thence south  $89^{\circ}40'$  east 50' to beginning.

DEED D941021

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to VIRGINIA OLSEN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 19, 1N 2E  
TL #315 0.23 AC  
AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,607.74.

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

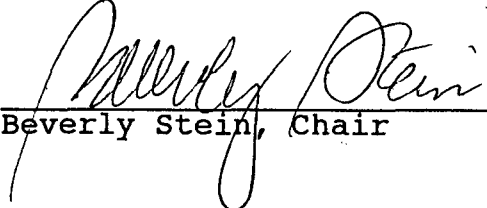
Until a change is requested, all tax statements shall be sent to the following address:

PO BOX 18122  
PORTLAND OR 97218

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 14th day of July, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

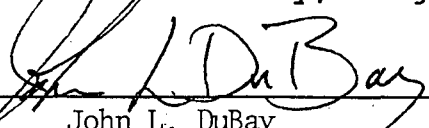
REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By

  
John L. DuBay

After recording, return to Multnomah County Tax Title, 166/200

By


  
K. A. Tuneberg



EXHIBIT A

(94219-3150)

A tract of land situated in Section 19, Township 1 North, Range 2 East of the Willamette Meridian, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at center of Section 19, 1 N, 2 E; thence south  $0^{\circ}28'$  west 1121'; thence south  $89^{\circ}40'$  east 777.44' to true point of beginning; thence south  $0^{\circ}31'$  west 199.29'; thence north  $89^{\circ}38'$  west 50'; thence north  $0^{\circ}31'$  east 199.26'; thence south  $89^{\circ}40'$  east 50' to beginning.

STATE OF OREGON

)

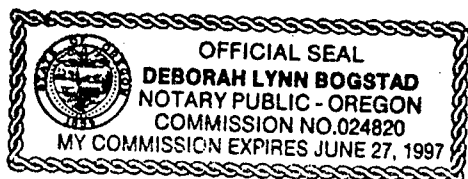
) ss

COUNTY OF MULTNOMAH

)

*On this 14th day of July, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

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



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*

MEETING DATE: JUL 14 1994.

AGENDA NO: C-13.

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owner.

BOARD BRIEFING: Date Requested: \_\_\_\_\_.

Amount of Time Needed: \_\_\_\_\_.

REGULAR MEETING: Date Requested: \_\_\_\_\_.

Amount of Time Needed: 5 minutes.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation.

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.  
BLDG/ROOM #: 166/200/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

**ACTION REQUESTED:**

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

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

Request approval of Repurchase Contract to former owner.

Contract #15763 and Board Orders attached.

7/15/94 ORIGINAL & COPY OF ORDER &  
CONTRACT TO B&W SCOTT/TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_.

OR

DEPARTMENT MANAGER: *James M. Dunn* *Botany William*.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 JUL - 6 AM 11:31

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15763                    )  
for the Sale of Certain Real Property        )     ORDER  
to    )  
    WILLIAM E. RYAN                                )     94-133  
    KATHLEEN J. RYAN                             )  
    husband & wife                                )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that WILLIAM E. RYAN and KATHLEEN J. RYAN are the former owners thereof and have applied to the county to enter into a contract to repurchase said property for the amount of \$30,685.83, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owners for said amount;

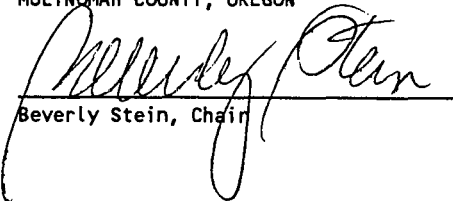
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with WILLIAM E. RYAN and KATHLEEN J. RYAN for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

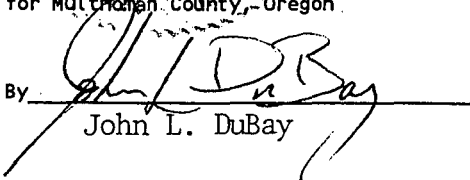
LADDS ADD  
LOT 15, BLOCK 16

for the sum of \$30,685.83, payable as follows: \$3,069.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$266.78 each, over a term of 240 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 14 day of July, 1994

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

By   
John L. DuBay

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

THIS AGREEMENT, made this 14th day of July, 19<sup>94</sup> by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and WILLIAM E. RYAN and KATHLEEN J. RYAN, husband & wife hereinafter called Purchasers; the County agrees to sell to Purchasers the property hereinafter described for the price and on the terms and conditions set forth below:

LADDS ADD  
LOT 15, BLOCK 16

A. Purchase Price.

Purchasers agree to pay the sum of \$30,685.83, to be paid \$3,069.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$266.78 over a term of 240 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchasers' specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or their agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchasers will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by purchasers or purchasers' agents or contractors results in any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchasers as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

#### C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;
2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.
3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

D. Tax Notice

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

1759 SE MAPLE AVE PORTLAND, OR 97214

E. Assignment

No assignment of this agreement or any interest therein or of any interest in any of the property herein described shall be valid unless it is approved by the County and filed with the County Clerk of Multnomah County. Terms of this agreement may be amended by the County upon assignment.

F. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by Bargain & Sale Deed.

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

IN WITNESS WHEREOF, Purchasers have set their hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON


By


  
Beverly Stein, Chair



REVIEWED

By


  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

  
WILLIAM E. RYAN

  
KATHLEEN J. RYAN

CONTRACT APPROVED:

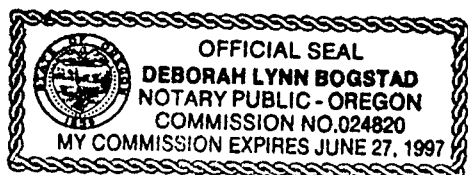
By

  
Janice Bruian, Director  
Assessment and Taxation

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 14th day of July, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

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



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



MEETING DATE: JUL 14 1994.

AGENDA NO: C-14.

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owner.

BOARD BRIEFING: Date Requested: \_\_\_\_\_.

Amount of Time Needed: \_\_\_\_\_.

REGULAR MEETING: Date Requested: \_\_\_\_\_.

Amount of Time Needed: 5 minutes.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation.

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.  
BLDG/ROOM #: 166/200/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

**ACTION REQUESTED:**

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

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

Request approval of Repurchase Contract to former owner.

Contract #15766 and Board Orders attached.

7/15/94 ORIGINAL & COPY OF ORDER  
& CONTRACT TO B/W SCOTT/TAX TITLE

BOARD OF  
COUNTY COMMISSIONERS  
1994 JUL - 6 AM 11:31  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_.

OR

DEPARTMENT MANAGER: *James M. Dineen* *Betsy Williams*.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15766                     )  
for the Sale of Certain Real Property        )     ORDER  
to    )  
BARBARA J. COLE                                    )     94-134

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that BARBARA J. COLE is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$14,631.61, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owner for said amount;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with BARBARA J. COLE for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

SARATOGA  
LOT 7, BLOCK 4

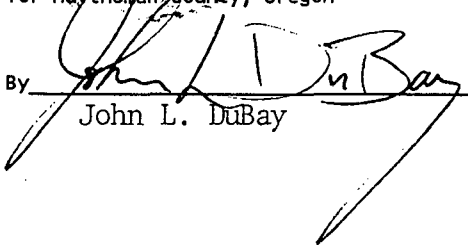
for the sum of \$14,631.61, payable as follows: \$1,463.16 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$174.09 each, over a term of 120 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 14th day of July, 1994

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
John L. DuBay

THIS AGREEMENT, made this 18 day of MAY, 1994 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and BARBARA J. COLE hereinafter called Purchaser; the County agrees to sell to Purchaser property in Multnomah County, Oregon hereinafter described for the price and on the terms and conditions set forth below:

SARATOGA  
LOT 7, BLOCK 4

A. Purchase Price.

Purchaser agrees to pay the sum of \$14,631.61, to be paid \$1,463.16 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$174.09 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on June 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

#### C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of her property.

D. Tax Notice

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

6915 N. WILLIAMS AVE PORTLAND, OR 97217

E. Assignment

No assignment of this agreement is permitted.

F. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

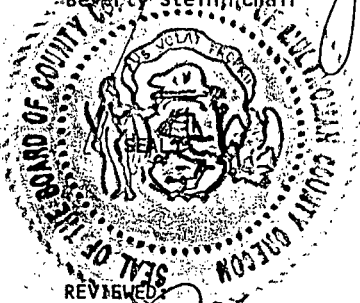
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

IN WITNESS WHEREOF, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

Barbara J. Cole  
BARBARA J. COLE



By Laurence Kressel  
Laurence Kressel, County Counsel  
Multnomah County, Oregon

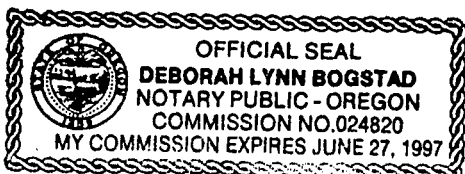
CONTRACT APPROVED:

By Kathleen A. Jurek  
Janice Druian, Director  
Assessment and Taxation

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 14th day of July, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

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



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

MEETING DATE: JUL 14 1994  
AGENDA NO: R-1

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Agreement Between City of Portland Environmental Services and Multnomah County Community and Family Services Division, for Administration of Water/Sewer Assistance Program

**BOARD BRIEFING**      Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR BRIEFING**      Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

**DEPARTMENT:** \_\_\_\_\_ **DIVISION:** Community & Family Svcs

**CONTACT:** Lorenzo Poe/Rey España      **TELEPHONE:** 248-3691  
**BLDG/ROOM:** B161/2nd

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

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

The Community and Family Services Division, Community Action Program is agreeing with the City of Portland Bureau of Environmental Services to provide program administration for the Bureau's Water/Sewer Crisis Assistance Program. The contract is a non-financial agreement for cooperation between the two governmental units.

The intergovernmental agreement runs for one year, upon execution through June 30, 1995, with potential renewals for two years.

7/15/94 ORIGINALS TO CAROLYN TUFTES KOG

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lorenzo Poe/RE

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

pdxsew95.bcc

BOARD OF  
COUNTY COMMISSIONERS  
JUL - 6 AM 11:30  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. FIFTH AVENUE, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director  
Community and Family Services Division *LP/KE*

DATE: June 20, 1994

SUBJECT: Non-Financial Intergovernmental Agreement Between City of Portland  
Bureau of Environmental Services and Multnomah County Community and  
Family Services Division

**I. Recommendation/Action Requested:** The Community and Family Services Division recommends Board of County Commissioner approval of the attached intergovernmental agreement, for the period upon execution through June 30, 1995.

**II. Background/Analysis:** The Community and Family Services Division is cooperating with the City of Portland Bureau of Environmental Services for the administration of the City's Water/Sewer Crisis Assistance Program. A non-financial agreement is being processed to clarify roles and responsibilities.

Under the Water/Sewer Crisis Assistance Program, eligible households will have access to financial assistance for their water bills. The Community Action service centers will provide information, intake, and eligibility determination and will refer eligible households to the City's Water Bureau for assistance. No funds for this function flow from the City through the County to the service centers; eligibility is determined during the normal functions of the community action service center, and households receive any financial benefit directly from the City.

This agreement sets out the expectation for partnership and cooperation between the City and County over program administration.

**III. Financial Impact:** none

**IV. Legal Issues:** none

**V. Controversial Issues:** none

**VI. Link to Current County Policies:** This program provides an opportunity for low income people to extend their personal resources and increase economic self-sufficiency.

**VII. Citizen Participation:** Program oversight is through the Community Action Commission.

**VIII. Other Government Participation:** This agreement represents a cooperative undertaking between the City of Portland and Multnomah County. It also involves seven non-profit community service centers, who will provide access to the resources for low income households.

pdxsew95.srs



# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102595

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-1</u> DATE <u>7/14/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: \_\_\_\_\_ Division: Community & Family Services Date: June 20, 1994

Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: **Intergovernmental agreement regarding administration of the City of Portland's Water/Sewer Crisis Assistance Program.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>City of Portland, Envir. Svc</u></p> <p>Mailing Address: <u>325 N.E. 122nd, PO Box 16887</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97216-0887</u></p> <p>Phone: <u>(503)823-4114</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>n/a</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule <span style="float: right;">Terms</span></p> <p><input type="checkbox"/> Lump Sum \$ _____ <span style="float: right;"><input type="checkbox"/> Due on Receipt</span></p> <p><input type="checkbox"/> Monthly \$ <u>n/a</u> <span style="float: right;"><input type="checkbox"/> Net 30</span></p> <p><input type="checkbox"/> Other \$ _____ <span style="float: right;"><input type="checkbox"/> Other</span></p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p style="padding-left: 40px;">Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p style="padding-left: 40px;">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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**REQUIRED SIGNATURES:**  
 Department Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only)

County Counsel:  Date: June 29, 1994

County Chair/Sheriff:  Date: July 14, 1994

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
								Not	Applicable		

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

## **INTERGOVERNMENTAL AGREEMENT**

### **WATER/SEWER CRISIS ASSISTANCE PROGRAM AGREEMENT**

This agreement is between the City of Portland (CITY) and Multnomah County (COUNTY) to provide administration of the Water/Sewer Crisis Assistance Program.

#### **RECITALS**

1. The City is interested in establishing a Water/Sewer Crisis Assistance Program to provide financial assistance to eligible households who cannot meet payment arrangements necessary to restore water service that has been discontinued due to non-payment of bills.
2. The City has directed the Bureaus of Environmental Services and Water to fund a Crisis Assistance Program for FY 94/95 in the amount of \$25,000.00.
3. The City has a need to obtain program administration services for the Water/Sewer Crisis Assistance Program.
4. Through a selection process Multnomah County has been selected as the agency best suited to administer this Crisis Assistance Program.
5. The City desires to enter into an agreement with Multnomah County to provide program administration services for the Water/Sewer Crisis Assistance Program.

#### **AGREEMENT**

##### **CITY OBLIGATIONS**

CITY shall provide funding for the program, referrals to the program and general support in accordance with the policies and procedures to be developed and mutually agreed upon.

##### **COUNTY OBLIGATIONS**

COUNTY will provide administration of the City's Water/Sewer Crisis Assistance Program in accordance with the policies and procedures to be mutually developed and agreed upon including:

Application intake and review  
Eligibility determination  
Disbursement of assistance  
Regular reporting to the City

## MUTUAL OBLIGATIONS

CITY and COUNTY shall develop policies and procedures for administration of the Water/Sewer Crisis Assistance Program.

## CITY AND COUNTY PROJECT MANAGERS

The City Project Manager shall be Jane Burke or such other person as shall be designated in writing by the heads of the Bureaus of Environmental Services and Water.

The County Project Manager shall be Nancy Culver or such other person as shall be designated in writing by the head of the Housing and Community Services Division.

The Project Managers are authorized to approve work and give notices referred to herein, to terminate this Agreement as provided herein and to carry out any other City or County actions referred to herein.

## EFFECTIVE AND TERMINATION DATES

This agreement shall be effective on July 1, 1994 or upon execution and terminate effective June 30, 1995, with two annual options for renewal, if mutually agreed upon.

## AMENDMENTS

By mutual agreement this Agreement may be amended by a written document signed by the authorized representatives of each party.

## COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, the City, and County shall comply with all applicable federal, state, and local laws and regulations.

## OREGON LAW AND FORUM

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

Any Litigation between the City and the County under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

## INDEMNIFICATION

To the extent permitted by Oregon Law, the Contractor shall hold harmless, defend and indemnify for public liability and property damage the City, and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this Agreement.

### CITY OF PORTLAND

By: \_\_\_\_\_  
Mike Lindberg  
Commissioner of Public Utilities

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

### MULTNOMAH COUNTY

By: \_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

Date: July 14, 1994

REVIEWED:

By: \_\_\_\_\_  
Laurence Kressel,  
County Counsel for Multnomah  
County, Oregon

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-1 DATE 7/14/94  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: JUL 14 1994

Agenda No: R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent to Apply for federal Fair Housing  
Education and Outreach Activities

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Requested: \_\_\_\_\_

REGULAR MEETING: Date Requested: July 14, 1994

Amount of Time Requested: 10 minutes

DEPARTMENT: \_\_\_\_\_ DIVISION: Community & Family Svcs.

CONTACT: Lorenzo Poe/Cecile Pitts TELEPHONE #: 248-3691 or x3044  
BLDG/ROOM #: B 161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Cecile Pitts

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community & Family Services Division requests approval for application to the U.S. Dept. of Housing & Urban Development for county-wide fair housing education and outreach activities. The grant request is for \$150,000.

**SIGNATURE REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *Lorenzo Poe*

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

CLERK OF  
COUNTY BOARD  
1994 JUL - 5 AM 11:31  
MULTI-COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION (503) 248-3691  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Community & Family Services Division

Cecile Pitts, Director  
Community Development Program

DATE: June 30, 1994

SUBJECT: Notice of Intent to Apply for Federal Fair Housing Education and Outreach Activities

- I. **Recommendation/Action Requested:** The Community and Family Services Division, Community Development Program, recommends Board of Commissioners approval of the Notice of Intent to apply for federal fair housing Education and Outreach activities under the Fair Housing Initiatives Program (FHIP) for local/community programs. The program is funded by the U.S. Department of Housing & Urban Development. The grant period is for 12 months beginning in January, 1995. **Attached to this memorandum is a copy of Notification of Fund Availability published in the Federal Register on May 16, 1994.**
- II. **Background Analysis/Grant Requirements & Goals:** The goal of the application is to further community awareness of fair housing and educate housing providers and consumers about protections and responsibilities under federal, state and local civil rights laws. These federal funds will enable Multnomah County to expand current fair housing activities to include: planning and implementing workshops; conducting outreach to special populations regarding housing rights; and production of informational materials.

The Community and Family Services Division's programs have sponsored fair housing education and outreach activities for civil rights in housing for many years. The identified

**Board of Commissioners Memorandum**

**June 30, 1994**

**Page #2**

**II. Background Analysis/Grant Requirements & Goals, contd.:**

program partnership includes: Clackamas County Social Services, Washington County Community Action Organization, Clark County Department of Community Services and a Pacific Non-Profit Management Training Center, an advocacy and training organization for persons with disabilities.

- III. Financial Impact:** The application is for a \$150,000, one-time grant with a 12-month term. There is no required match requirement; however, the Community Development Program is prepared to provide \$10,000 in Community Development Block Grant (CDBG) funds to the project, as well as \$6,620 in in-kind services. There is no long-term commitment to funding. Indirect costs will be handled in compliance with the federally approved indirect cost allocation plan. The approved rate for 1994-95 is 3.71%. The rate will be adjusted in 1995-96 to request the approved rate at that time.

- IV. Link to Current County Policies:** The application is consistent with the current Comprehensive Housing Affordability Strategy plan (Goal C). The proposal addresses the County's various benchmarks related to housing, ie. serving the homeless, providing housing to persons with disabilities, providing housing opportunities to low-income families, etc.

This Education and Outreach project proposal is complimentary to a second "Intent to Apply" request, going before the Board, for FHIP Fair Housing Month commemorative activities. If this Education and Outreach grant proposal is successful, Multnomah County will be required to execute an intergovernmental agreement with the U.S. Department of HUD to receive the funds. Further, the County will execute subcontracts with the partner agencies to carry out the program.

- V. Estimated Filing Timeline:** Grant proposals must be postmarked by July 15, 1994 and be received at HUD's Washington, D.C. headquarters within seven days.

attachment

j-110D

# DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## Office of the Assistant Secretary for Fair Housing and Equal Opportunity

[Docket No. N-94-3755; FR-3622-N-01]

### NOFA for Fair Housing Initiatives Program; FY 1994 Competitive Solicitation

**AGENCY:** Office of the Assistant Secretary for Fair Housing and Equal Opportunity, HUD.

**ACTION:** Notice of funding availability (NOFA).

**SUMMARY:** This NOFA announces the availability of up to \$14,881,000 of 1994 Fiscal Year (FY) funding for the Fair Housing Initiatives Program (FHIP). This program assists projects and activities designed to enforce and enhance compliance with the Fair Housing Act and substantially equivalent State and local fair housing laws. In the body of this document is information concerning the purpose of the NOFA, eligibility, available amounts, selection criteria, how to apply for funding, and how selections will be made.

**DATES:** An application kit for funding under this Notice will be available following publication of the Notice. The actual application due date will be specified in the application kit. However, applicants will be given at least 60 days from today's date, until July 15, 1994, to submit their applications. Applications will be accepted if they are received on or before the application due date, or are received within 7 days after the application due date, but with a U.S. postmark or receipt from a private commercial delivery service (such as, Federal Express or DHL) that is dated on or before the application due date.

**ADDRESSES:** To obtain a copy of the application kit, please write the Fair Housing Information Clearinghouse, Post Office Box 6091, Rockville, MD 20850 or call the toll free number 1-800-343-3442. Please also contact this number if information concerning this NOFA is needed in an accessible format.

**FOR FURTHER INFORMATION CONTACT:** Jacquelyn J. Shelton, Director, Office of Fair Housing Assistance and Voluntary Programs, room 5234, 451 Seventh Street, SW., Washington, DC 20410-2000. Telephone number (202) 708-0800. A telecommunications device (TDD) for hearing and speech impaired persons is available at (202) 708-0455. (These are not toll-free numbers.)

## SUPPLEMENTARY INFORMATION:

### Paperwork Reduction Act Statement

Application requirements associated with this program have been approved by the Office of Management and Budget, under section 3504(h) of the Paperwork Reduction Act of 1980 (44 U.S.C. 3054(h)), and assigned OMB control number 2529-0033.

### I. Purpose and Substantive Description

#### (a) Authority

Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-19 (Fair Housing Act), charges the Secretary of Housing and Urban Development with responsibility to accept and investigate complaints alleging discrimination based on race, color, religion, sex, handicap, familial status or national origin in the sale, rental, or financing of most housing. In addition, the Fair Housing Act directs the Secretary to coordinate action with State and local agencies administering fair housing laws and to cooperate with, and render technical assistance to, public or private entities carrying out programs to prevent and eliminate discriminatory housing practices.

Section 561 of the Housing and Community Development Act of 1987, 42 U.S.C. 3616 note, established the Fair Housing Initiatives Program (FHIP) to strengthen the Department's enforcement of the Fair Housing Act and to further fair housing. This program assists projects and activities designed to enforce and enhance compliance with the Fair Housing Act and substantially equivalent State and local fair housing laws. Implementing regulations are found at 24 CFR part 125.

Three general categories of activities were established at 24 CFR part 125 for FHIP funding under section 561 of the Housing and Community Development Act of 1987: The Administrative Enforcement Initiative, the Education and Outreach Initiative, and the Private Enforcement Initiative. Section 905 of the Housing and Community Development Act of 1992 (HCDA 1992) (Pub. L. 102-550, approved October 28, 1992), amended section 561 by adding specific eligible applicants and activities to the Education and Outreach and Private Enforcement Initiatives, as well as an entirely new Fair Housing Organizations Initiative.

More significantly, section 905 has established FHIP as a permanent program. As originally promulgated by section 561, FHIP was a demonstration program authorized to expire on September 30, 1992. Since this

demonstration period has passed, and FHIP is now a permanent program, the Department has determined that the requirements specifically tied to the demonstration period, namely, the testing guidelines at § 125.405, are no longer applicable to FHIP. Accordingly, the use of these testing guidelines is not required under this NOFA. The Department has executed a waiver of § 125.405 for the purposes of this NOFA, pending the elimination of this provision in the revision of 24 CFR part 125. Because section 905 does not eliminate any FHIP provisions other than those related to its status as a demonstration program, the Initiatives and activities currently eligible under 24 CFR part 125 remain eligible under this NOFA.

This NOFA further incorporates the HCDA 1992 section 905 FHIP additions to the extent of including the new eligible applicants and activities, and the new Fair Housing Organizations Initiative. For the purpose of future funding rounds, the Department is soliciting in a separate proposed rule comments on the amendment of 24 CFR part 125 by section 905. The proposed rule will be published shortly in the Federal Register. However, applications for FY 1994 funds will be subject to the requirements and deadlines in this NOFA. Eligible applicants should not wait for the rule's publication to prepare and submit their FY 1994 applications in response to this NOFA.

Two of the new eligible applicants, fair housing enforcement organizations and qualified fair housing enforcement organizations, are given specific definitions, which apply to this NOFA, in section 905:

*Fair housing enforcement organization* means any organization that—

- (1) Is organized as a private, tax-exempt, nonprofit, charitable organization;
- (2) Is currently engaged in complaint intake, complaint investigation, testing for fair housing violations and enforcement of meritorious claims; and
- (3) Upon the receipt of FHIP funds will continue to be engaged in complaint intake, complaint investigation, testing for fair housing violations and enforcement of meritorious claims.

*Qualified fair housing enforcement organization* means any organization, whether or not it is solely engaged in fair housing enforcement activities, that—

- (1) Is organized as a private, tax-exempt, nonprofit, charitable organization;



Meeting Date: JUL 14 1994

Agenda No: R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent to Apply for federal Fair Housing Month Activities

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Requested: \_\_\_\_\_

REGULAR MEETING: Date Requested: July 14, 1994

Amount of Time Requested: 10 minutes

DEPARTMENT: \_\_\_\_\_ DIVISION: Community & Family Svcs.

CONTACT: Lorenzo Poe/Cecile Pitts TELEPHONE #: 248-3691 or x3044  
BLDG/ROOM #: B 161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Cecile Pitts

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community & Family Services Division requests approval for application to the U.S. Dept. of Housing & Urban Development for county-wide fair housing education and outreach activities. The grant request is for \$200,000.

**SIGNATURE REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Lorenzo Poe ms

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

1994 JUL - 6 AM 11:31  
CLERK OF  
COUNTY COMMISSIONERS  
MULTI-NOMAD COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION (503) 248-3691  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mds*  
Community & Family Services Division

Cecile Pitts, Director  
Community Development Program

DATE: June 30, 1994

SUBJECT: Notice of Intent to Apply for the Federal Fair Housing Month Program

- I. **Recommendation/Action Requested:** The Community and Family Services Division, Community Development Program, recommends Board of Commissioners approval of the Notice of Intent to apply for the federal Fair Housing Month project under the Fair Housing Initiatives Program (FHIP). The program is funded by the U.S. Department of Housing & Urban Development. The grant period is for 18 months beginning in January, 1995. **Attached to this memorandum is a copy of Notification of Fund Availability published in the Federal Register on May 16, 1994.**
- II. **Background Analysis/Grant Requirements & Goals:** The goal of the application is to further community education and awareness of civil rights in housing under federal, state and local law. Special emphasis will be placed on involving advocates for persons with disabilities in educational program planning and implementation of project activities.

The Community and Family Services Division's programs have sponsored fair housing education and outreach activities for civil rights in housing for many years. The current federal initiative will allow the county to expand the activities associated with the Annual Oregon Fair Housing Conference to include participants from throughout the Northwest. This federal funding will also enable the Community Development Program to create new initiatives in the area of fair housing, including: development of educational materials for persons protected by civil rights laws; creation of school curricula to educate high school students on fair housing rights; and outreach to special populations. The identified

**II. Background Analysis/Grant Requirements & Goals, contd.:**

program partnership includes the County, the Portland Community Housing Resource Board, the Portland Housing Center, Multifamily Housing Council of Oregon, and an independent living private consultant firm.

- III. Financial Impact:** The application is for a \$200,000, one-time only grant with an 18-month term. There is no required match requirement; however, the Community Development Program is prepared to provide \$5,000 in Community Development Block Grant (CDBG) funds to the project, as well as \$6,620 in in-kind services. In addition, the Annual Fair Housing Conference receives approximately \$10,000 in public and private financial support from banks, state agencies and other funders. There is no long-term commitment to funding. Indirect costs will be handled in compliance with the federally approved indirect cost allocation plan. The approved rate for 1994-95 is 3.71%. The rate will be adjusted in 1995-96 to reflect approved rate at that time.

- IV. Link to Current County Policies:** The application is consistent with the current Comprehensive Housing Affordability Strategy plan (Goal C). The proposal addresses the County's various benchmarks related to housing, ie. serving the homeless, providing housing to persons with disabilities, providing housing opportunities to low-income families, etc.

This Fair Housing Month project proposal is complimentary to a second "Intent to Apply" request, going before the Board, for FHIP Education and Outreach funds to work on landlord education activities with fair housing representatives in Clackamas County, Washington County and Clark County, Washington. If this Fair Housing Month grant proposal is successful, Multnomah County will be required to execute an intergovernmental agreement with the U.S. Department of HUD to receive the funds. Further, the County will execute subcontracts with the partner agencies to carry out the program.

- V. Estimated Filing Timeline:** Grant proposals must be postmarked by July 15, 1994 and be received at HUD's Washington, D.C. headquarters within seven days.

attachment

j-109D

# DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## Office of the Assistant Secretary for Fair Housing and Equal Opportunity

[Docket No. N-94-3755; FR-3622-N-01]

### NOFA for Fair Housing Initiatives Program; FY 1994 Competitive Solicitation

**AGENCY:** Office of the Assistant Secretary for Fair Housing and Equal Opportunity, HUD.

**ACTION:** Notice of funding availability (NOFA).

**SUMMARY:** This NOFA announces the availability of up to \$14,881,000 of 1994 Fiscal Year (FY) funding for the Fair Housing Initiatives Program (FHIP). This program assists projects and activities designed to enforce and enhance compliance with the Fair Housing Act and substantially equivalent State and local fair housing laws. In the body of this document is information concerning the purpose of the NOFA, eligibility, available amounts, selection criteria, how to apply for funding, and how selections will be made.

**DATES:** An application kit for funding under this Notice will be available following publication of the Notice. The actual application due date will be specified in the application kit. However, applicants will be given at least 60 days from today's date, until July 15, 1994, to submit their applications. Applications will be accepted if they are received on or before the application due date, or are received within 7 days after the application due date, but with a U.S. postmark or receipt from a private commercial delivery service (such as, Federal Express or DHL) that is dated on or before the application due date.

**ADDRESSES:** To obtain a copy of the application kit, please write the Fair Housing Information Clearinghouse, Post Office Box 6091, Rockville, MD 20850 or call the toll free number 1-800-343-3442. Please also contact this number if information concerning this NOFA is needed in an accessible format.

**FOR FURTHER INFORMATION CONTACT:** Jacquelyn J. Shelton, Director, Office of Fair Housing Assistance and Voluntary Programs, room 5234, 451 Seventh Street, SW., Washington, DC 20410-2000. Telephone number (202) 708-0800. A telecommunications device (TDD) for hearing and speech impaired persons is available at (202) 708-0455. (These are not toll-free numbers.)

## SUPPLEMENTARY INFORMATION:

### Paperwork Reduction Act Statement

Application requirements associated with this program have been approved by the Office of Management and Budget, under section 3504(h) of the Paperwork Reduction Act of 1980 (44 U.S.C. 3054(h)), and assigned OMB control number 2529-0033.

### I. Purpose and Substantive Description

#### (a) Authority

Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-19 (Fair Housing Act), charges the Secretary of Housing and Urban Development with responsibility to accept and investigate complaints alleging discrimination based on race, color, religion, sex, handicap, familial status or national origin in the sale, rental, or financing of most housing. In addition, the Fair Housing Act directs the Secretary to coordinate action with State and local agencies administering fair housing laws and to cooperate with, and render technical assistance to, public or private entities carrying out programs to prevent and eliminate discriminatory housing practices.

Section 561 of the Housing and Community Development Act of 1987, 42 U.S.C. 3616 note, established the Fair Housing Initiatives Program (FHIP) to strengthen the Department's enforcement of the Fair Housing Act and to further fair housing. This program assists projects and activities designed to enforce and enhance compliance with the Fair Housing Act and substantially equivalent State and local fair housing laws. Implementing regulations are found at 24 CFR part 125.

Three general categories of activities were established at 24 CFR part 125 for FHIP funding under section 561 of the Housing and Community Development Act of 1987: The Administrative Enforcement Initiative, the Education and Outreach Initiative, and the Private Enforcement Initiative. Section 905 of the Housing and Community Development Act of 1992 (HCDA 1992) (Pub. L. 102-550, approved October 28, 1992), amended section 561 by adding specific eligible applicants and activities to the Education and Outreach and Private Enforcement Initiatives, as well as an entirely new Fair Housing Organizations Initiative.

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