

ANNOTATED MINUTES

Thursday, August 14, 2003 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:33 a.m., with Vice-Chair Maria Rojo de Steffey and Commissioners Lisa Naito and Serena Cruz present, and Commissioner Lonnie Roberts arriving at 9:36 a.m.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER CRUZ,
SECONDED BY COMMISSIONER NAITO, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-9)
WAS APPROVED, WITH COMMISSIONERS NAITO,
CRUZ, ROJO AND CHAIR LINN VOTING AYE.**

NON-DEPARTMENTAL

- C-1 Reappointments of Martha Richards and Sharon VanSickle to the REGIONAL ARTS AND CULTURE COUNCIL
- C-2 Reappointments of Thomas Landye and Howard Shapiro to the INVESTMENT ADVISORY BOARD

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-3 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to Gary and Martha Eastman-Brown

RESOLUTION 03-115.

- C-4 Renewal/Amendment 2 to Intergovernmental Agreement 4600003006 with Tri-Met for the September, 2003 through August 2004 PassPort Employee Bus Pass Program
- C-5 Government Revenue Contract (190 Agreement) 0310530 with Oregon Department of Transportation, Providing Preliminary Engineering Funds for a Sauvie Island Bridge Replacement

SHERIFF'S OFFICE

- C-6 Distillery Liquor License Application for SKYLINE DISTILLERY, 17226 NW Skyline Blvd, Portland

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-7 Renewal of Government Contract (190 Agreement) 4600004249 with TriMet, Purchasing Transportation Services for Clients of the Developmental Disabilities Services Division
- C-8 Renewal of Intergovernmental Agreement 4600004232 with City of Portland, Parks and Recreation, Purchasing Vocational and Employment Services for Persons with Developmental Disabilities
- C-9 Renewal of Revenue Agreement 0410475 with the State of Oregon Seniors and People with Disabilities, Providing Funding for Aging and Disability Services Division Planning and Administration, Long Term Care for Persons with Disabilities, and Contracted Community Services

REGULAR AGENDA **PUBLIC COMMENT**

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

NO ONE WISHED TO COMMENT.

NON-DEPARTMENTAL

- R-2 Third Reading and Possible Adoption of an ORDINANCE Creating the Departments of Business Services (MCC Chapter 6); Finance, Budget and Tax (MCC Chapter 7); and Community Services (MCC Chapter 8); Abolishing the Department of Business and Community Services; Amending and Renumbering MCC Chapter 7 and Adding Chapters 6 and 8 to Realign Departmental Responsibilities, and Declaring an Emergency
- R-3 RESOLUTION Consenting to Chair's Department Director Appointments
- R-4 RESOLUTION Establishing Fees and Charges for Chapter 6, Business Services, of the Multnomah County Code

R-5 RESOLUTION Establishing Fees and Charges for Chapter 7, Finance, Budget and Tax, of the Multnomah County Code and Repealing Resolution 03-099

R-6 RESOLUTION Establishing Fees and Charges for Chapter 8, Community Services, of the Multnomah County Code

COMMISSIONER ROJO MOVED AND COMMISSIONER SECONDED, TO POSTPONE CONSIDERATION OF AGENDA ITEMS R-2 THROUGH R-6 UNTIL THURSDAY, SEPTEMBER 18, 2003. COMMISSIONER CRUZ REQUESTED CLARIFICATION ON WHETHER THE ORDINANCE CAN BE CONSIDERED AS A THIRD READING AS IT WAS ACTUALLY VOTED DOWN AT ITS SECOND READING ON JULY 31, 2003. AT THE REQUEST OF CHAIR LINN, COUNTY ATTORNEY AGNES SOWLE ADVISED SHE WILL RESEARCH THE MATTER AND GET BACK TO THE BOARD AS TO WHETHER THE ORDINANCE WOULD COME BACK AS AN ADDITIONAL READING OR AS A NEW ORDINANCE. THE MOTION TO POSTPONE CONSIDERATION OF ORDINANCE R-2 AND RESOLUTIONS R-3 THROUGH R-6 UNTIL THURSDAY, SEPTEMBER 18, 2003, WAS APPROVED, WITH COMMISSIONERS WITH COMMISSIONERS NAITO, CRUZ, ROJO AND CHAIR LINN VOTING AYE.

R-1 First Reading of an ORDINANCE Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF FIRST READING. COMMISSIONER ROJO EXPLANATION AND COMMENTS IN APPRECIATION FOR THE WILLINGNESS OF COUNTY EMPLOYEES TO PARTICIPATE IN THIS CAMPAIGN. NO ONE WISHED TO TESTIFY.

Commissioner Roberts arrived at 9:36 a.m.

COMMISSIONER NAITO COMMENTS IN APPRECIATION OF COUNTY EMPLOYEES FOR THEIR GENEROSITY AND IN APPRECIATION FOR THE ADMINISTRATIVE EFFORTS OF THERESA SULLIVAN. COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, AMENDMENT TO REINSTATE THE STRICKEN LANGUAGE ON PAGE 2, SECTION 2(A)(2) RELATING TO THE DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES. AMENDMENT UNANIMOUSLY APPROVED. CHAIR LINN COMMENTS IN SUPPORT OF THE CAMPAIGN AND IN APPRECIATION OF THE AMOUNT OF DONATIONS COUNTY EMPLOYEES HAVE PLEDGED. FIRST READING UNANIMOUSLY APPROVED, AS AMENDED. SECOND READING THURSDAY, AUGUST 28, 2003.

R-7 Audit Follow-Up Report on Contracted Human Services. Presented by Suzanne Flynn and LaVonne Griffin-Valade.

SUZANNE FLYNN AND LAVONNE GRIFFIN-VALADE PRESENTATION OF THE FOLLOW UP REPORT ON THE CONTRACTED HUMAN SERVICES AUDIT AND RECOMMENDATIONS MADE IN 2000. JOHN BALL AND CHAIR LINN RESPONSE TO AUDIT PRESENTATION AND QUESTIONS OF COMMISSIONERS CRUZ AND NAITO REGARDING THEIR EFFORTS TO ENSURE CONSISTENCIES IN FISCAL MONITORING; FORMAL PROGRAM EVALUATION; AND MANAGEMENT PARTICIPATION AND LEADERSHIP. AT THE REQUEST OF COMMISSIONERS NAITO AND CRUZ, BRIEFING TO BE SCHEDULED IN WHICH JOHN BALL AND DEPARTMENT DIRECTORS WILL UPDATE THE BOARD ON PROGRESS OF AUDIT RECOMMENDATIONS, INCLUDING PLANS FOR CONSISTENCIES AND SYSTEM IMPROVEMENTS TO DELIVERING CONTRACTED HUMAN SERVICES.

DEPARTMENT OF COMMUNITY JUSTICE

- R-8 Request for Board Acceptance of Award of Federal Bureau of Justice Assistance Local Law Enforcement Block Grant (LLEBG) in the Amount of \$424,543

COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-8. STEVE LIDAY AND SHAUN COLDWELL EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- R-9 RESOLUTION Approving Reimbursement to the County for County Sponsored Projects from Title III Funding

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-9. BOB THOMAS EXPLANATION. RESOLUTION 03-116 UNANIMOUSLY ADOPTED.

- R-10 RESOLUTION Consenting to a Temporary Access Closure of NE 201st Avenue from NE Sandy Boulevard to a Point Approximately 100 Feet South of NE Halsey Street to Facilitate a City of Gresham Construction Project

COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-10. JIM GELHAR FROM THE COUNTY AND JEFF LAUGHTON FROM THE CITY OF GRESHAM EXPLANATION. RESOLUTION 03-117 UNANIMOUSLY ADOPTED.

- R-11 RESOLUTION Approving the Appropriation of \$2,000,000 VOI/TIS Grant into the Capital Improvement Program's FY 04 Budget for the Completion of the Justice Center Detention Electronics and Fire Alarm Upgrades Project, Justice Center Detention Electronics and Fire Alarm Upgrades Project Plans and Authorization to Proceed through Completion of the Project

COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-11. GLENN SCHNAIDT EXPLANATION AND

RESPONSE TO A QUESTION OF COMMISSIONER CRUZ. AT THE REQUEST OF COMMISSIONER CRUZ AND THE CONCURRENCE OF CHAIR LINN, STAFF WAS DIRECTED THAT PRIOR TO PLACING ANOTHER EXEMPTION REQUEST ON THE BOARD AGENDA, STAFF WILL PROVIDE THE BOARD WITH A LIST OF THE NUMBER OF CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) SOLICITATIONS THAT HAVE BEEN APPROVED OVER THE LAST FEW YEARS, ALONG WITH A REPORT OF THE GOALS THAT WERE ACCOMPLISHED BECAUSE OF AN EXEMPTION FROM THE PUBLIC BIDDING PROCESS. RESOLUTION 03-118 UNANIMOUSLY ADOPTED.

There being no further business, the meeting was adjourned at 10:07 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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AUGUST 14, 2003

BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 3	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. First Reading of an ORDINANCE Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign
Pg 3	9:40 a.m. Third Reading and Possible Adoption of a Proposed ORDINANCE Relating to Departmental Reconfigurations and Declaring an Emergency
Pg 4	10:05 a.m. RESOLUTION Approving Reimbursement to the County for County Sponsored Projects from Title III Funding
Pg 4	10:10 a.m. RESOLUTION Consenting to a Temporary Access Closure of NE 201st from NE Sandy Boulevard to a Point Approximately 100 Feet South of NE Halsey

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info

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AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 07/16/03

Requested Date: 8/14/2003

Time Requested: Consent Calendar

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn

Phone: 503/988-3308

Ext.: 83308

I/O Address: 503/600

Presenters: N/A

Agenda Title: Reappointments of Martha Richards and Sharon VanSickle to the Regional Arts and Culture Council

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Request the Board of County Commissioners reappoint Martha Richards and Sharon VanSickle to the Regional Arts and Culture Council.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Regional Arts and Culture Council (RACC) is the agency with responsibility for the stewardship of public arts investment, and for serving citizens of the region by providing leadership, strategic planning, policy development, coordination and financial support for the regional arts industry. RACC's four primary services are arts and culture in communities, public art, grants and technical assistance, and arts in the schools. The RACC Board consists of 22 members: 6 appointed by the Multnomah County Chair (with approval of the Board of County Commissioners); 10 appointed by the Mayor of the City of Portland; 2 appointed by the Clackamas County Board Chair; 2 appointed by the Washington County Board Chair; 2 appointed by the Metro President. Members are appointed to 2-year terms.
 3. **Explain the fiscal impact (current year and ongoing).** No fiscal impact.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

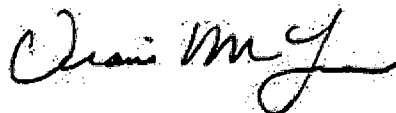
If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

- 4. Explain any legal and/or policy issues. No legal and/or policy issues.**
- 5. Explain any citizen and/or other government participation that has or will take place. N/A**

Required Signatures:

Department/Agency Director:



Date: 7/16/2003

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: July 30, 2003

Requested Date: August 14, 2003

Time Requested: N/A

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn, Delma Farrell

Phone: 503/988-3953

Ext.: 83953

I/O Address: 503/600

Presenters: Consent Calendar

Agenda Title: Request reappointments of Thomas Landye and Howard Shapiro to the Investment Advisory Board

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Request Board approval of reappointments of Thomas Landye and Howard Shapiro to the Investment Advisory Board.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The purpose of the Investment Advisory Board is to review and advise the County's investment performance and existing investment plan. Five members are appointed to 3-year terms by the County Chair with the approval of the Board of County Commissioners. The Investment Advisory Board meets quarterly.
3. **Explain the fiscal impact (current year and ongoing).** No current year or ongoing fiscal impact.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

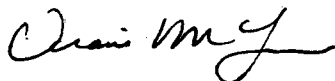
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues. No legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director:



Date: 7/30/2003

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-3

Est. Start Time: 9:30 AM

Date Submitted: 07/21/03

Requested Date: August 14, 2003

Time Requested: Consent Item

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Authorizing the Private Sale of a Tax Foreclosed Property to GARY & MARTHA EASTMAN-BROWN.

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to GARY & MARTHA EASTMAN-BROWN. The Department of Business & Community Services recommends that the private sale be approved.

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

The subject property is a vacant lot approximately 10' x 370' that came into Multnomah County ownership through the foreclosure of delinquent tax liens on October 26, 1992. The parcel is located adjacent to ten different properties and is undeveloped or in backyard areas of the properties. The party with whom we propose to enter into a private sale with is one of the adjacent property owners who proposes to develop their backyard back another ten feet. The Eastman-Browns, the prospective purchasers, do not intend to

do anything with the physical appearance of the balance of the strip other than that portion in their backyard. All of the adjacent property owners to the subject strip were notified of the proposed sale and asked to contact our office or Eastman-Brown with any questions.

The attached plat map, Exhibit A, shows the location of the property in relation to the adjacent properties to the south and north. The attached Exhibit C is an aerial showing the location and composition of the subject property.

Although no written confirmation was obtained from the City of Portland, the Tax Title Section is confident that the shape, size and location of the property make it unsuitable for the construction or placement of a dwelling under current zoning ordinances and building codes, as provided under ORS 275.225.

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

The Private Sale will allow for the full recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit B).

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

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

No citizen or government participation is anticipated.

Required Signatures:

Department/Agency Director:



Date: 07/21/03

Budget Analyst

By:

Date:

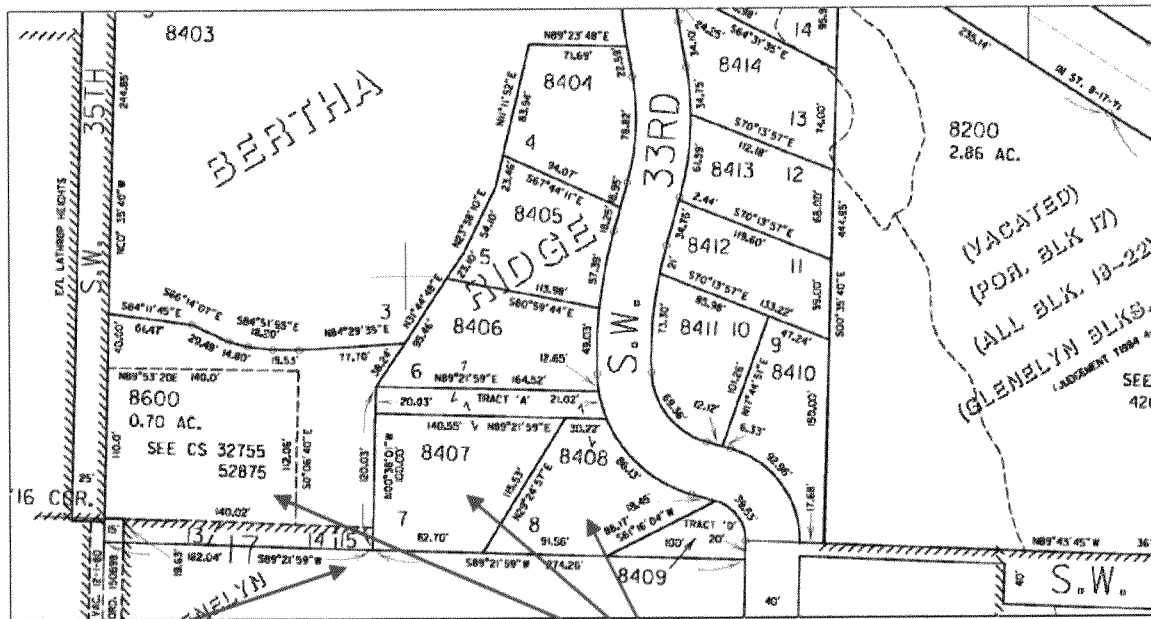
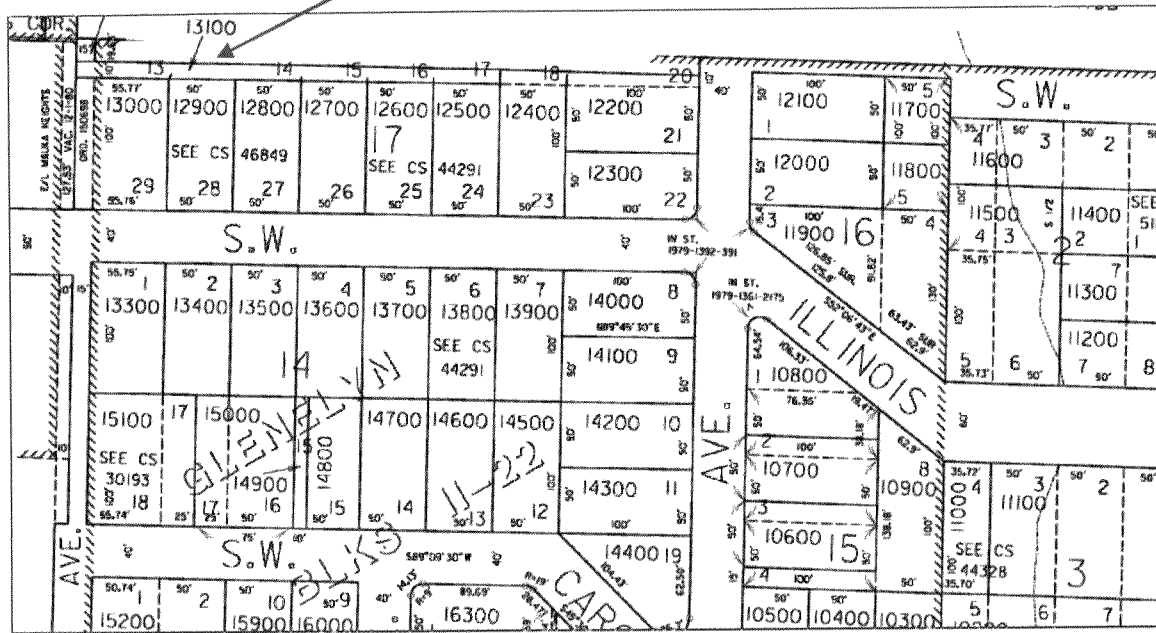
Dept/Countywide HR

By:

Date:

EXHIBIT A

Subject property



Subject strip located in this area.

3 adjacent properties to the north

EXHIBIT B
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2002-03

LEGAL DESCRIPTON:

A parcel of land lying in the Southeast one-quarter of Section 17 Township 1 South Range 1 East of the Willamette Meridian in Multnomah County, Oregon, more particularly described as follows:

The South 10 feet of Lot 13, Block 17, Glenelyn, including portion in vacated street AND the South 10 feet of Lots 14, 15, 16, and 17; Block 17, Glenelyn,

ADJACENT PROPERTY ADDRESS:	3401 SW Illinois St
TAX ACCOUNT NUMBER:	R170169
GREENSPACE DESIGNATION:	None
SIZE OF PARCEL:	Approximately 10' x 370' (3,700sqft)
ASSESSED VALUE:	\$2,100.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE
--

BACK TAXES & INTEREST:	\$144.64
TAX TITLE MAINTENANCE COST & EXPENSES:	-0-
ADVERTISING COST:	-0-
RECORDING FEE:	\$24
CITY LIENS:	\$-0-
SUB-TOTAL	\$168.64
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$650.00

EXHIBIT C



Subject property

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to GARY & MARTHA EASTMAN-BROWN.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$2,100 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the irregular shape and size of the property, i.e., approximately 10' x 370' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) GARY & MARTHA EASTMAN-BROWN, have agreed to pay \$650.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$650.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to GARY & MARTHA EASTMAN-BROWN, the following real property described in Exhibit A.

ADOPTED this 14TH day of August 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON


By  _____
Matthew O. Ryan, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

A parcel of land lying in the Southeast one-quarter of Section 17 Township 1 South Range 1 East of the Willamette Meridian in Multnomah County, Oregon, more particularly described as follows:

The South 10 feet of Lot 13, Block 17, Glenelyn, including portion in vacated street AND the South 10 feet of Lots 14, 15, 16, and 17; Block 17, Glenelyn,

Multnomah County Deed No.: D031923

Tax Account No.: R170169

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

GARY & MARTHA EASTMAN-BROWN
3401 SW ILLINOIS ST
PORTLAND OR 97239

After recording, return to:

MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

Deed D031923

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GARY and MARTHA EASTMAN-BROWN, Husband and Wife, Grantees, that certain real property, located in Multnomah County, Oregon more particularly described as follows:

As shown in attached Exhibit A.

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$650.00.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 14th day of August 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON

)

) ss

COUNTY OF MULTNOMAH

)

This Deed was acknowledged before me this 14th day of August 2003, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

A parcel of land lying in the Southeast one-quarter of Section 17 Township 1 South Range 1 East of the Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

The South 10 feet of Lot 13, Block 17, Glenelyn, including portion in vacated street AND the South 10 feet of Lots 14, 15, 16, and 17; Block 17, Glenelyn,

Multnomah County Deed No.: D031923

Tax Account No.: R170169

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-115

Authorizing Private Sale of Certain Tax Foreclosed Property to GARY & MARTHA EASTMAN-BROWN

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$2,100 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the irregular shape and size of the property, i.e., approximately 10' x 370' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) GARY & MARTHA EASTMAN-BROWN, have agreed to pay \$650.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

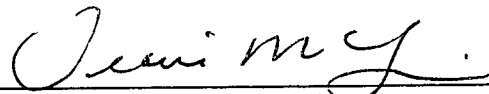
The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$650.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to GARY & MARTHA EASTMAN-BROWN, the following real property described in Exhibit A.

ADOPTED this 14th day of August 2003.



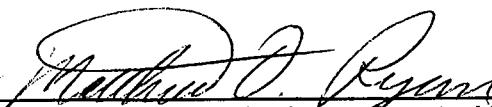
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: 

Matthew O. Ryan, Assistant County Attorney

EXHIBIT A (RESOLUTION)

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Multnomah County Deed No.: D031923

Tax Account No.: R170169

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GARY and MARTHA EASTMAN-BROWN, Husband and Wife, Grantees, that certain real property, located in Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer, stated in the terms of dollars is \$650.00.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 14th day of August 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

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Multnomah County Deed No.: D031923

Tax Account No.: R170169

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-4

Est. Start Time: 9:30 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003

Time Requested: Consent Calendar

Department: DBCS

Division: HR - Benefits

Contact/s: Caren Cox

Phone: 988-5015 **Ext.:** 22568

I/O Address: 503/4

Presenters: Gail Parnell

Agenda Title: IGA Contract Renewal with Tri-Met for PassPort Bus Pass Program
(IGA 4600003006, Amendment #2)

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

We request the Board approve renewal of the Tri-Met PassPort bus pass program for County employees for the September, 2003 – August, 2004 bus pass year. This is a bargained benefit.

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

The Passport Program now provides all regular full and part-time County employees with an annual bus pass. 9/02-8/03 was the first year all employees were eligible to participate in the bus pass program due to collective bargaining changes.

Prior to County's participation in the PassPort program, the County sponsored an individual bus pass subsidy program for management and Local 88 members. Individual employees elected to purchase an individual monthly or annual pass. The County paid 75% of the cost and employee paid 25% of the transportation fee.

The County began participation in the PassPort program October 1, 2001. When the program started only management and Local 88 employees were participating.

However, during the 10/01-8/02 bus pass year, as each labor group ratified their labor contract, which included a provision to participate in this program, members of that bargaining unit were able to begin participation and obtain a Passport bus pass.

The County has supported a bus pass program since 1998 as incentive to promote the use of public transportation by County employees.

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

The total project cost for 9/03-8/04 participation is \$854,019.12 (if paid in full within 30 days this is reduced by 5% to \$811,363.60). The PassPort program is financed entirely by the County. Tri-Met estimates the annual per employee per pass cost as \$211.13, based upon the results of our annual transportation survey. Expected participation is 4,045. This represents a slight per pass cost decrease from the prior bus pass year. However, the actual per employee cost is driven by participation volume and it is not possible to set that at the beginning of the plan year.

Since implementation of the PassPort program employee bus pass participation has increased nearly 200%. The program is meeting the County's goal of promoting use of mass transportation. This program is viewed by employees as a valuable component of their benefit package. 71% of current employees have been issued a PassPort bus pass.

The departments are charged on a per employee basis. Data indicates employee usage of this program continues to increase. In September, 2002 the participation rate was 61%. That increased to 71% by August, 2003. Below is a chart providing an historic review of the per user cost of the bus pass program:

Year	Program Cost	County's Per User Annual Cost	Program Type
2000-2001	\$410,999.40	\$440.04	Individual Monthly Pass
10/01 - 8/02	\$700,231.58	\$252.34	PassPort
9/02 - 8/03	\$736,025.04	\$228.20	PassPort
9/03 - 8/04	\$811,363.60	\$211.14	(Based on TriMet's estimate)

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

There are no legal issues with this agreement

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

None expected

Required Signatures:

Department/Agency Director:



Date: 08/06/03

Required Signatures:

Department/Agency Director: Daniel B. Kelly

Date: 8/6/03

Budget Analyst

By: Kayne Dargatzis

Date: 8/6/03

Dept/Countywide HR

By: Gail Parnell

Date: 8-6-03

**Tri-Met Bus Pass Validation Stickers
Informational Update**

July 30, 2003

Question: When do the current bus passes expire?

Answer: August 31, 2003

Question: When will new bus pass validation stickers be available?

Answer: Last week of August 2003 - with approval from the County Commissioners. IGA will be presented to the Commissioners at the 8/14/03 Board Meeting and we are expecting their approval.

Question: When will employees get information on the distribution of the bus pass validation stickers?

Answer: As soon as the Commissioners approve the Bus Pass Program for 9/03-8/04 plan year the benefits office will broadcast an e-mail to all County employees with a schedule of dates and locations for distribution of the bus pass stickers.

Question: What happens if I can't attend one of the distribution sessions?

Answer: After September 1, 2003, bus passes can be obtained at the Employee Benefits Office, 8 am thru 5 pm Monday - Friday, 4th floor, Multnomah Bldg., 501 SE Hawthorne. Bus pass stickers will not be available at the EBO during the sticker distribution period at the end of August because the signature books will be out in the field and each employee must sign for their own sticker.

Question: Can someone else pick up my sticker?

Answer: No - each employee must present their Tri-Met photo ID card and sign for their own sticker. There are no allowable exceptions to this rule.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 4600003006
Amendment #: #2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>08/14/03</u> DEB BOGSTAD, BOARD CLERK

Department: Support Services Division: Benefits Date: 8/2/02
 Originator: Caren Cox Phone: 988-5015 x22568 Bldg/Rm: 503/4
 Contact: Caren Cox Phone: 988-5015 x22568 Bldg/Rm: 503/4
 Description of Contract:
 RENEWAL: ☒ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>TRI-MET</u>		Remittance address _____	
Address <u>4012 S.E. 17th AVE</u>		(If different) _____	
<u>PORTLAND, OR 97202</u>			
Phone <u>503-238-7433</u>	Payment Schedule / Terms		
Employer ID# or SS# <u>93-0579353</u>	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Effective Date <u>9/01/03</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Termination Date <u>8/31/04</u>	<input checked="" type="checkbox"/> Other \$ <u>854019.12</u>	<input checked="" type="checkbox"/> Other	
Original Contract Amount \$ <u>700231.58</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____		
Total Amt of Previous Amendments \$ <u>774763.20</u>	Encumber <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Amount of Amendment \$ <u>854019.12</u>			
Total Amount of Agreement \$ <u>2329013.90</u>			

REQUIRED SIGNATURES:

Department Manager David Kaplan DATE 8/14/03
 Purchasing Manager [Signature] DATE 8/14/03
 (Class II Contracts Only)
 County Counsel [Signature] DATE 8-14-03
 County Chair [Signature] DATE _____
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

CONTRACT NO. 4600003006, Amendment #2

1. Contract #4600003006 shall be extended for an additional period commencing September 1, 2003 and ending August 31, 2004.
2. The following changes are made to Contract No 4600003006: Increase the contract by \$854,019.12, making the total contract \$2,329,013.90.
3. The maximum total payment for the **renewal period**, including expenses, shall not exceed \$854,019.12.
4. All other terms and conditions of the contract shall remain the same.

Date _____

8-14-03
Date

Date _____

Revised 12/01



**TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON**

**EMPLOYER CONTRACT
FOR**

EMPLOYER ANNUAL PASS PROGRAM (PASSPORT)

This Contract is entered into September 1st, 2003 by and between Tri-County Metropolitan Transportation District of Oregon ("TriMet") and **MULTNOMAH COUNTY - MULTIPLE SITES (SEE ATTACHMENT A)** ("Employer") with headquarters located at 501 SE Hawthorne, 4th Floor, Portland, OR 97214.

Employer's Passport price per employee per year is \$211.13. Employer's total payment due for the Passport program is \$854,019.12. Refer to (Exhibit C) attached for calculation of Passport price.

1. Term
The contract shall begin on the date entered above and shall be in effect through August 31, 2004, unless terminated by TriMet upon 30 days written notice. In the event of termination, and where Employer is in compliance with this Contract, TriMet will reimburse Employer for all returned Passport validation stickers based on the number of days remaining in the Contract term.
2. Scope of Services
Employer shall implement and maintain the Passport program at their work site(s) in accordance with Exhibit A, Passport Administrative Program Requirements, which is attached to, and made a part of this Contract.
3. Correspondence/Communications
TriMet's Marketing Representative and Employer's Transportation Coordinator shall be responsible for routine, day-to-day correspondence and communications regarding Employer's implementation of the Passport program. Upon commencement of this Contract, TriMet and Employer shall provide written notice to each other of the name and address of their respective designated Marketing Representative and Transportation Coordinator, and shall provide prompt written notice of any change thereto.

All other correspondence and communications pertaining to this Contract shall be provided to the individuals signing on behalf of the parties at the addresses indicated below the signature line.

4. The Employer's Employee Commute Options survey was completed in various summer months of 2002 and 2003, depending on when worksites started on the program. The results of this survey are attached as Exhibit B to this Contract. The total number of Employer's qualified employees, as defined in Exhibit A, Paragraph B, is 4,045.

5. Authority

Employer agrees to comply with the requirements set forth in this Contract. The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

MULTNOMAH COUNTY

By: _____
signature

Date: _____

Name: _____
please print

Title: _____

Address: _____

Telephone Number: _____

Federal Employer ID Number: _____

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON**

By: _____
signature

Date: _____

Name: KIM DUNCAN

Title: Executive Director
Marketing & Customer Services

EXHIBIT A

PASSPORT ADMINISTRATIVE PROGRAM REQUIREMENTS

Employers shall implement and maintain the Passport Program at their worksite(s) in accordance with the Passport Administrative Program Requirements (effective September 1, 2003) established for the fare, including the following:

A. Definition Of A Worksite

- 1) A worksite is a building or group of buildings located at one physical location within the TriMet service area and under the control of an employer.
- 2) An employer with multiple worksites in the region may include worksites outside of the TriMet district. The employer may purchase passes for the out-of-district worksite employees based on the pricing methodology defined in section F.2)f.iii), provided that the out-of-district worksite represents less than 25% of the employer's total number of Passport enrolled employees within the TriMet district.

B. Definition Of A Qualified Employee For Passport

- 1) Participating employers must purchase a pass for each qualified employee (100% participation) at each participating worksite regardless of whether the employee uses transit at the time of purchase.
- 2) For the purposes of Passport, a "qualified" employee is defined as any person on, or expected to be on, the employer's payroll, full or part-time, for at least six consecutive months, including business owners, associates, partners, and partners classified as professional corporations. Part-time is defined as 80 or more hours per 28-day period.
- 3) An employee who works at multiple worksites is considered a qualified employee at the worksite of his/her cost center. A cost center is the department through which the employee's salary is paid.
- 4) Contract employees, per-diem employees, and/or temporary employees are considered qualified employees if they are covered under the employer's benefits package and have been included in the survey. Otherwise they are excluded from the count of Passport qualified employees for that employer.
- 5) Exempted from the Passport Program are:
 - a. Part-time volunteers (defined as less than 80 hours per 28-day period);
 - b. Full-time volunteers (defined as 80 or more hours per 28-day period);
 - c. Employees working less than part-time (less than 80 hours per 28-day period);
 - d. Employees working a non-scheduled work week;
 - e. Field personnel required to use their personal vehicle as a condition of their job;
 - f. Employees whose regular work commute has either a start or an end time outside of TriMet's service hours (service hours are 5:00 A.M through 1:00 A.M.)
 - g. Employees whose permanent residence is located 20 or more miles outside the TriMet service district boundary;
 - h. Independent contractors;
 - i. Temporary or seasonal employees hired for a term of less than six (6) months;
 - j. Employees exempted by the Department of Environmental Quality (DEQ) for Employee Commute Option (ECO) rule purposes; and
 - k. Employees who have an annual transit pass from another source (i.e., employee is a TriMet dependent or works for two employers and has received a sticker through the other employer).
- 6) Categories of employees and volunteers who are exempted from the Passport Program, as defined in B.5) above, also must be excluded from the Employee Commute Survey.
- 7) If an employer wishes to include categories of exempted employees and/or volunteers in the Passport Program, as defined in B.5) above, the exempted personnel to be included must have photo identification issued by the contracting employer and must be included in the Employee Commute Survey.
 - a. An employer must purchase a Passport for 100% of the category(s) of exempted personnel.
 - b. The exempted personnel must be surveyed prior to receiving Passport stickers.
 - c. If the category(s) of exempted personnel has been surveyed after the original employee survey, the company mode split will be recalculated based on the new, additional survey results, and the employer's price per employee for the remainder of the Passport year will be based on the new transit mode split.

C. Definition of Transit Mode Split

- 1) The transit mode split is defined as follows: (Total number of transit trips to the worksite by qualified employees) divided by (Total number of trips to the worksite by qualified employees).
- 2) If more than one commute mode is used to travel to a worksite, the commute mode for the longest portion of the trip constitutes the commute mode for the purposes of Passport.

D. Passport Survey Requirements

- 1) The Passport pricing structure is dependent on an accurate determination of the employer's transit mode split. To determine the transit mode split, employers must survey their qualified employees (and categories of exempted employees, if included in the Passport Program) using an Employee Commute Survey, or similar survey approved by TriMet.
- 2) Surveys must be conducted on the following schedule:
 - a. For the first year of participation:
 - i. A pre-program survey, within twelve months prior to program implementation, of all qualified employees to determine transit mode split and the first year contract price; and
 - ii. A follow-up survey before the second year contract renewal, to determine the second year contract price and the effectiveness of the program; and
 - b. For all contract renewals after the first year:
 - i. A follow-up survey at least every other year after the first follow-up survey. Each subsequent follow-up survey must be conducted within twelve months prior to the contract renewal date.
 - ii. The most recent Employee Commute Survey data available will be used to determine the Passport price, even if the survey conducted is for reasons other than to meet the minimum survey requirements for Passport.
- 3) The survey instrument must be approved by TriMet; and
 - a. The survey must be distributed to all employees and achieve a return rate of a minimum of 75%; or
 - b. Companies with 400 or more employees at a worksite may use a statistically valid sampling methodology with the prior approval of DEQ or TriMet's Marketing Information Department and achieve a return rate of a minimum of 75%.
- 4) Surveys must be distributed during the week following a typical workweek for the worksite and not bordering on a holiday.
- 5) If an employer moves a worksite to a different location during a contract year, the original contract price remains valid until the expiration of the contract. In the case that the new location results in a significant change in transit service from the previous location, the employer must re-survey its qualified employees before the next contract renewal to identify the transit mode split at the new worksite. The next contract price will be calculated according to the mode split at the new worksite location. The survey schedule for subsequent years will be determined as set forth above in D.2)b.
- 6) If an employer moves from the Regional Program pricing into the Flat Rate Program pricing, the employer would:
 - a. finish out the contract year with no change in pricing;
 - b. survey employees at the new worksite before the end of the contract year to determine a new transit commute mode split;
 - c. be assessed the flat rate price in the following contract year; and
 - d. conduct surveys according to the survey schedule established in section D.
- 7) If an employer moves from the Flat Rate Program pricing to the Regional Program pricing, the employer would:
 - a. finish out the contract year with no change in pricing;
 - b. survey employees at the new worksite before the end of the contract year to determine a new transit commute mode split;
 - c. calculate the new price in the following contract year as specified in F.2);
 - d. conduct surveys according to the survey schedule established in Section D.
- 8) An employer may participate at individual worksites, or all worksites. If an employer wishes to participate in Passport at more than one worksite, the survey may be conducted using one of the following methods:
 - a. Individual Worksites Survey Method - The employer must survey qualified employees at each worksite separately to determine the transit mode split at each worksite. Each worksite's price per pass is based on the transit mode split at that site; or
 - b. Fully Aggregated Worksite Survey Method - All worksites may be surveyed together. The price per pass for each worksite will be based on a single aggregated mode split for all worksites.
 - c. If an employer adds a worksite(s), the new site(s) must survey as specified in D.2)a. above. After the first year of participation in Passport, the survey schedule for the new worksite(s) will follow according to the schedule established by the existing contract.
 - d. If an employer wishes to purchase Passport for employees at a worksite outside of the TriMet service area, it is not necessary to survey those employees and if they are surveyed, the resulting information cannot be used to determine overall transit mode split. The per pass price for those employees is based on the pricing methodology set forth in section F.2)f.iii).
- 9) An employer new to the TriMet service district wishing to participate in Passport immediately upon start-up, or an employer not currently on Passport that moves to a new worksite and wants to immediately participate in Passport, will not have survey data available. Consequently, the overall transit mode split will not be available for pricing purposes. During the first three months of business at the worksite, the employer will complete an Employee Commute Survey. During this interim three-month period, the Passport price will be based on the aggregated mode split of all employers participating in Passport (19.3% for 2002-2003, or \$118.70 per pass). The total first-year contract price per pass will be calculated based on the employer's mode split as determined by the survey, and adjusted based on the payments made for the initial three-month period.

E. Passport Fare Requirements

- 1) The price of the Passport shall be calculated on an annual basis, from September 1 through August 31. For employers joining the Passport Program mid-year, the price of the Passport shall be pro-rated based on the number of months remaining in the year (September 1 through August 31).
- 2) TriMet will issue annual validation stickers for all qualified employees at the contract price. If the employer hires additional qualified employees during the Contract term, the employer shall purchase additional annual validation stickers, at a prorated cost, for these additional new hires.
- 3) Employers have the option of re-selling the Passport fare instrument to their employees; however, the price shall not exceed the employer's purchase price per employee.
- 4) No commission or sales discount will be provided on Passport sales.
- 5) TriMet will not provide refunds for terminated employees. Replacement stickers will be provided for replacement employees upon documentation that the original sticker was collected from the terminated employee.

Section F., Passport Price, is available upon request.

G. Passport Fare Instrument

- 1) The employee's photo identification card with the affixed annual validation sticker shall constitute the Passport fare instrument and must be carried by the employee as proof of fare payment. Employers shall provide the employee with a photo identification card, which shall be affixed with an annual validation sticker provided by TriMet. The sticker must be placed on the employee's photo identification card, preferably near the photo.
- 2) TriMet may create, at the request of the employer, a standard photo ID card for the use of their employees, for the purposes of Passport. TriMet may affix an administrative fee for this service.
- 3) The employer shall verify qualified employee status before providing an employee with an annual validation sticker.
- 4) Employee photo identification cards already provided by the employer, may be used as the fare instrument when affixed with an annual validation sticker. The photo identification card must be approved by TriMet as an acceptable fare instrument prior to use with a Passport annual validation sticker. The card must display the following:
 - a. A photo of the employee;
 - b. The employee's name; and
 - c. The company's name.
- 5) The employee's photo identification card with an affixed annual validation sticker is valid through the month and year shown on the validation sticker, and shall allow All-Zone travel for TriMet services within the TriMet Service District, including regular bus and MAX service, and door-to-door LIFT service.
- 6) Annual validation stickers must be made available to all qualified employees.
- 7) The Passport fare instrument may not be provided to or used by non-employees, and is a valid fare instrument only for the person whose name and photo appear on the identification card.
- 8) Only one validation sticker may be issued to any qualified employee.
- 9) TriMet is not responsible for replacing lost or stolen validation stickers. TriMet may replace damaged or destroyed validation stickers. TriMet reserves the right to require employers to provide upon request, adequate documentation of the damaged or destroyed sticker(s).
- 10) Employers must collect employee photo identification with validation sticker upon an employee's separation from employment. TriMet reserves the right to require employers to provide upon request, photocopies of separated employees' photo ID with the annual validation sticker, or other documentation approved by TriMet, as documentation of fare instruments collected from separated employees.
- 11) In the event that TriMet reasonably believes that any of an employer's employees has duplicated, altered, or otherwise has used the annual validation sticker in an unauthorized manner, TriMet may request the employer to immediately confiscate the annual validation sticker from the employee and return it to TriMet. In addition, TriMet may exercise any of its available legal remedies, including having its Fare Inspectors or other authorized agents confiscate the annual validation sticker, and seek prosecution pursuant to state law.

H. Payment Options; Issuance of Validation Stickers; and Contract Remedies

- 1) All contracts shall be for up to one Passport year (September 1 through August 31). Two signed original contracts must be received before the contract start date.
- 2) The employer shall be required to enter into a written contract in a minimum annual amount of the annual adult all-zone pass. This amount may be pro-rated for less than one year, as provided for in the program requirements.
- 3) Employers with a total contract amount of \$2,500 or greater may submit the total payment amount in full or may pay the total payment in equal quarterly installments.
 - a. Payment in Full- A discount of 5% off the entire contract balance may be taken if full payment is received within 30 days of the contract start date. If full payment is not received within 30 days of the contract start date, the 5% discount will be void. Employers electing to pay in full must submit at least a quarterly payment before stickers will be issued. No Passport annual validation stickers will be issued until the first payment or a purchase order is received. Employers

renewing their contracts, with prior credit approval from TriMet, will be invoiced with payment due net 30 days from the invoice date.

- b. Quarterly Payments- Employers electing to make quarterly payments are required to submit payment for the first quarter in advance, with subsequent quarterly payments due net 30 days from the invoice date. No Passport annual validation stickers will be issued until the first payment or a purchase order is received. Employers renewing their contracts, with prior credit approval from TriMet, will be invoiced for the first quarter with payments due net 30 days from the invoice date.
- 4) Employers with a total contract amount of less than \$2,500 must pay the contract amount in full before the contract start date. No Passport annual validation stickers will be issued until the payment or a purchase order is received. Employers renewing their contracts, with prior credit approval from TriMet, will be invoiced with payment due net 30 days from the invoice date. A discount of 5% off the entire contract balance may be taken if full payment is received within 30 days of the contract start date.
- 5) Payment for additional stickers purchased throughout the contract year must be paid in one lump sum, and will not be calculated into remaining quarterly payments. Payment for additional stickers is due net 30 days from the date of the invoice.
- 6) Payments not received by the due date will accrue interest at an annual rate of 18%.
- 7) In the event an employer elects to make quarterly installment payments and fails to make a payment as scheduled in the contract, TriMet reserves all its legal remedies, including the right to demand return of both issued and unissued Passport validation stickers. Upon TriMet's demand, the employer shall return both issued and unissued Passport validation stickers within ten working days.
- 8) Invoices past due over 90 days will be forwarded to TriMet's Legal Department for further action.
- 9) Payment(s) shall be submitted to TriMet's Finance Department, Attn: Accounts Receivable-FN4, at 4012 SE 17th, Portland, Oregon, 97202.
- 10) TriMet will deliver the Passport validation stickers to the employer, normally within ten (10) business days of TriMet's receipt of an employer's total payment or first quarterly installment due as described above. For employers renewing their contracts, and with prior credit approval from TriMet, validation stickers will be delivered normally within ten (10) business days of receipt of an employer's signed contract. TriMet is not responsible for late deliveries. All deliveries shall be to the employer's business address identified on the contract, to a designated representative of the employer who must sign for receipt of the validation stickers. TriMet reserves the right to limit the number of validation stickers delivered at any one time, or to determine the delivery schedule thereof.
- 11) In any action or suit based upon any of the rights and obligations of the parties contained in this Contract, including but not limited to those set forth in this Paragraph (H), where TriMet is the prevailing party, employer shall be liable for TriMet's reasonable attorneys fees and its costs and disbursements.

I. Information Required of Employers

- 1) Prior to contract approval, TriMet must receive in a letter on the employer's letterhead, the Employer Commute Survey data form, or an equivalent document with the following information:
 - a. the total number of qualified employees;
 - b. the total number of employees in other employee work groups included in Passport at the participating worksite(s); and
 - c. a copy of the employer's Employee Commute Survey results and data. If an employer has not implemented an Employee Commute Survey at the worksite(s), this program requires that an employer administer an Employee Commute Survey prior to the start of Passport.
- 2) A participating employer must conduct follow-up surveys as defined above, with results and data provided to TriMet. The survey instruments must be in conformance with the survey requirements as described in the program requirements.
- 3) TriMet, at its sole discretion, may require an employer to verify the number of qualified employees and to confirm employee status at any time during the term of the contract.
- 4) Employees must sign a statement verifying that they have received a Passport validation sticker. The employer must keep these signatures and corresponding employee numbers on file and make them available for TriMet's review upon request by TriMet. The statement must include the requirement that the photo ID card with Passport annual validation sticker is non-transferable and may only be used by the employee to whom it was issued.
- 5) TriMet reserves the right to demand return of any or all Passport validation stickers and immediately terminate a contract, if TriMet reasonably determines that the information provided by an employer has been falsified and/or Passport validation stickers have been provided intentionally to non-qualified persons. The employer's sole remedy in that event shall be a reimbursement for all unissued Passport validation stickers returned to TriMet, prorated, based on the number of days remaining in the contract term.

Attachment A



TriMet 2003-2004 Passport Price Estimate Worksheet

AUG 05 2003
ColMultnomah County
Date Prepared: August 5, 2003

The TriMet Passport program provides an opportunity for employers to purchase non-transferable all-zone annual TriMet transit passes for all qualified employees. The Passport price is based on the percentage of transit ridership (i.e., transit mode split from the Employer's most recent Employee Commute Survey) and the price of an all-zone annual transit pass. The proposed annual all-zone fare is \$638.00. The minimum total contract price for Passport is \$638.00 and the minimum price per employee is \$20.00.

2003-2004 Passport Price Estimate

Work Site	# Years on PP	Most Recent Transit Mode Split	Total Qualified Employees	2002-03 Price Per Employee	2003-04 Price Per Employee (full)	2003-04 Total (full)	2003-04 Price Per Employee (adjusted)* - full Adj.	2003-04 Total Passport Price
TOTALS			4,045		\$211.14	\$854,066.95	\$211.13	\$854,019.12

8-5-03

Date

Employer Initials

Mktg Rep Initials

NOTE:

A discount of 5% off the entire contract balance may be taken if full payment is received by TriMet within 30 days of the contract start date. Please confirm that the information above is accurate to the best of your knowledge by initialing and dating this sheet. Passport contracts will be created when this signed price estimate worksheet is returned to your TriMet Marketing Representative. You may fax it to (503) 962-6469 or mail it to 4012 SE 17th Avenue MK2, Portland, OR 97202. The 2003-2004 Passport prices shown on this worksheet are estimates and are subject to change until the 2003-2004 Passport contract is signed by both parties.

Marketing Rep to Complete:

Co. ID#: 4713
Contract Start Date: 9/1/2003
Contract End Date: 8/31/2004
Survey Date: 8/1/03

Subsidy Level: 100%
Billing: Annual
Phone ID Type: Employer

* After year 2 on the program, the employer will pay no more than a 10% or \$20.00 increase over the previous year's adjusted price, whichever is greater. The adjusted price is the previous year's price plus the percentage increase in the annual adult all-zone pass price.

Per site / per Dan

Tri-Met

8/5/2003

TOTAL P.02

Detail follows...



TriMet 2003-2004 Passport Price Estimate Worksheet

Multnomah County

Date Worksheet Prepared: August 5, 2003

The TriMet Passport program provides an opportunity for employers to purchase non-transferable all-zone annual TriMet transit passes for all qualified employees. The Passport price is based on the percentage of transit ridership (i.e., transit mode split from the Employer's most recent Employee Commute Survey) and the price of an all-zone annual transit pass. The proposed annual all-zone fare is \$638.00. The minimum total contract price for Passport is \$638.00 and the minimum price per employee is \$20.00.

2003-2004 Passport Price Estimate

Work Site	# Years on PP	Most Recent Transit Mode Split	Total Qualified Employees	2002-03 Price Per Employee	2003-04 Price Per Employee (full)	2003-04 Total (full)	2003-04 Price Per Employee (adjusted)* - fnl. Adj.	2003-04 Total Passport Price
Adult Community Justice - 1415-B SE 122nd	2	11.8%	20	\$42.44	\$75.28	\$1,505.68	\$75.28	\$1,505.68
Aging & Disability Services - 4925 N Albina	2	11.8%	30	\$45.51	\$75.28	\$2,258.52	\$75.28	\$2,258.52
Aging & Disability Services - 5325 NE MLK	2	15.4%	29	\$67.65	\$98.25	\$2,849.31	\$98.25	\$2,849.31
Animal Services - 1700 W Columbia River Hwy	2	0.0%	36	\$20.00	\$20.00	\$720.00	\$20.00	\$720.00
Blanchard Building - 501 N Dixon	3	13.5%	116	\$83.03	\$86.13	\$9,991.08	\$86.13	\$9,991.08
Bridge Shop - 1403 SE Water	2	13.5%	41	\$68.27	\$86.13	\$3,531.33	\$86.13	\$3,531.33
Central District Office - 421 SE 10th	2	2.4%	18	\$37.52	\$20.00	\$360.00	\$20.00	\$360.00
Central Library - 801 SW 10th	3	67.5%	196	\$415.13	\$430.65	\$84,407.40	\$430.65	\$84,407.40
Commonwealth Building - 421 SW 6th	3	75.3%	428	\$463.10	\$480.41	\$205,617.19	\$480.41	\$205,617.19
Corrections Facility - 1906 SE Halsey	1	0.0%	11		\$20.00	\$220.00	\$20.00	\$220.00
Courthouse - 1021 SW 4th	3	59.4%	227	\$365.31	\$378.97	\$86,026.64	\$378.97	\$86,026.64
Dexco Building - 727 NE 24th	2	18.0%	31	\$116.24	\$114.84	\$3,560.04	\$114.84	\$3,560.04
East - 600 NE 8th	2	17.4%	97	\$104.55	\$111.01	\$10,768.16	\$111.01	\$10,768.16
Elections Division - 1040 SE Morrison	2	26.3%	14	\$61.50	\$167.79	\$2,349.12	\$167.79	\$2,349.12
Ford Building - 2505 SE 11th	2	3.4%	38	\$73.19	\$21.69	\$824.30	\$21.69	\$824.30
Gresham - 495 NE Beech	2	10.7%	15	\$67.04	\$68.27	\$1,023.99	\$68.27	\$1,023.99
Hansen Building - 12240 NE Glisan	3	2.0%	85	\$20.00	\$20.00	\$1,700.00	\$20.00	\$1,700.00
HIV/HEPC Community Programs - 20 NE 10th Ave	2	9.5%	29	\$81.80	\$60.61	\$1,757.69	\$60.61	\$1,757.69
Inverness Jail - 11540 NE Inverness	3	1.2%	261	\$20.00	\$20.00	\$5,220.00	\$20.00	\$5,220.00
ISD Kelly - 4747 E Burnside	3	14.3%	76	\$87.95	\$91.23	\$6,933.78	\$91.23	\$6,933.78
Justice Center - 1120 SW 3rd	3	32.1%	402	\$197.42	\$204.80	\$82,328.80	\$204.80	\$82,328.80
Juvenile Justice - 1401 NE 68th	3	2.9%	182	\$25.83	\$20.00	\$3,640.00	\$20.00	\$3,640.00
Library Admin - 205 NE Russell	3	8.6%	115	\$33.21	\$54.87	\$6,309.82	\$54.87	\$6,309.82
McCoy Building - 426 SW Stark	3	60.7%	240	\$373.31	\$387.27	\$92,943.84	\$387.27	\$92,943.84
Mead Building - 421 SW 5th	3	77.0%	154	\$473.55	\$491.26	\$75,654.04	\$491.26	\$75,654.04
Mid-Area ADS - 2900 SE 122nd	2	4.7%	39	\$20.30	\$29.99	\$1,169.45	\$29.99	\$1,169.45
Mid-County Health Clinic - 12710 SE Division	3	9.3%	99	\$57.20	\$59.33	\$5,874.07	\$59.33	\$5,874.07
Multnomah Building - 501 SE Hawthorne	3	28.9%	415	\$164.21	\$184.38	\$76,518.53	\$184.38	\$76,518.53
N Portland Health Division - 9000 N Lombard	2	20.1%	42	\$160.52	\$128.24	\$5,386.00	\$128.24	\$5,386.00

2003-2004 Passport Price Estimate

Work Site	# Years on PP	Most Recent Transit Mode Split	Total Qualified Employees	2002-03 Price Per Employee	2003-04 Price Per Employee (full)	2003-04 Total (full)	2003-04 Price Per Employee (adjusted)* - fnl. Adj.	2003-04 Total Passport Price
NE Field Service - 2205 NE Columbia	2	7.9%	39	\$25.83	\$50.40	\$1,965.68	\$50.40	\$1,965.68
NE Health Center - 5329 NE MLK	3	7.5%	64	\$73.80	\$47.85	\$3,062.40	\$47.85	\$3,062.40
Nursing Facility Program - 3552 SE 122nd	2	2.4%	20	\$59.66	\$20.00	\$400.00	\$20.00	\$400.00
Portland Building - 1120 SW 5th	3	64.6%	110	\$397.29	\$412.15	\$45,336.28	\$412.15	\$45,336.28
Program Design & Evaluation - Lloyd District	1	6.9%	17		\$195.00	\$3,315.00	\$195.00	\$3,315.00
SE Health Clinic - 3653 SE 34th	3	2.0%	81	\$20.00	\$20.00	\$1,620.00	\$20.00	\$1,620.00
Tabor Square - 4610 SE Belmont	2	10.0%	36	\$20.00	\$63.80	\$2,296.80	\$63.80	\$2,296.80
Vector & Nuisance Control - 5235 N Columbia	2	0.0%	13	\$20.00	\$20.00	\$260.00	\$20.00	\$260.00
West Portland DSO - 1139 SW 11th	3	73.6%	20	\$452.64	\$469.57	\$9,391.36	\$469.57	\$9,391.36
Yeon Ships 1600 SE 190th Ave	3	4.9%	159	\$30.14	\$31.26	\$4,970.66	\$31.26	\$4,970.66
TOTALS			4,045		\$211.14	\$854,066.95	\$211.13	\$854,019.12

Date

Employer Initials

Mktg Rep Initials

NOTE:

A discount of 5% off the entire contract balance may be taken if full payment is received by TriMet within 30 days of the contract start date. Please confirm that the information above is accurate to the best of your knowledge by initialing and dating this sheet. Passport contracts will be created when this signed price estimate worksheet is returned to your TriMet Marketing Representative. You may fax it to (503) 962-6469 or mail it to 4012 SE 17th Avenue MK2, Portland, OR 97202. The 2003-2004 Passport prices shown on this worksheet are estimates and are subject to change until the 2003-2004 Passport contract is signed by both parties.

Marketing Rep to Complete:

Co. ID#: 4713
Contract Start Date: 9/1/2003
Contract End Date: 8/31/2004
Survey Date: 6/1/03

Subsidy Level: 100%
Billing: Annual
Photo ID Type: Employer

* After year 2 on the program, the employer will pay no more than a 10% or \$20.00 increase over the previous year's adjusted price, whichever is greater. The adjusted price is the previous year's price plus the percentage increase in the annual adult all-zone pass price.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Aging & Disability Services Albina

4925 N Albina

Portland, OR. 97217

Employee population (Eco-affected) 30
 Questionnaires returned (Out of 30) 23
 Response rate 77%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	81%
Non ECO Survey # 2	Jun-03	78%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 73%
 Weekly auto trips to reduce 5

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	85	63	6	0	0	0	0	6	10	0	0	0	0	6
Total*	111	82	8	0	0	0	0	8	13	0	0	0	0	8
Total Auto Trips*	86	82	4	0	0	0	0	4	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	75%	13%	0%	0%	0%	0%	0%	13%	7.4%	1%	0%	1%	0%	4%
Non ECO Survey # 2	74%	7%	0%	0%	0%	0%	0%	7%	11.8%	0%	0%	0%	0%	7%
Change from baseline**	-1%	-6%	0%	0%	0%	0%	0%	-6%	4.4%	-1%	0%	-1%	0%	3%

*Adjusted to ECO-affected employees, N= 30.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Adult Community Justice

1415-B SE 122nd Avenue

Portland, OR. 97233

Employee population (Eco-affected) 20
Questionnaires returned (Out of 20) 16
Response rate 80%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	85%
Non ECO Survey # 2	Jun-03	82%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 77%
Weekly auto trips to reduce 5

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total* Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/ Max	Bike*	Walk	Bike+ Walk	Tele- Commute	Com- pressed Work Wk.
			2	3	4	5	6+	Total						
Reported	68	56	0	0	0	0	0	0	8	0	0	0	0	4
Total*	85	70	0	0	0	0	0	0	10	0	0	0	0	5
Total Auto Trips*	70	70	0	0	0	0	0	0	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	85%	1%	0%	0%	0%	0%	0%	1%	6.9%	0%	0%	0%	0%	7%
Non ECO Survey # 2	82%	0%	0%	0%	0%	0%	0%	0%	11.8%	0%	0%	0%	0%	6%
Change from baseline**	-2%	-1%	0%	0%	0%	0%	0%	-1%	4.8%	0%	0%	0%	0%	-1%

*Adjusted to ECO-affected employees, N= 20.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

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EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results		
Multnomah County - Animal Services		
1700 W Columbia River Highway		
Troutdale, OR. 97060		
Employee population (Eco-affected)		36
Questionnaires returned (Out of 36)		29
Response rate		81%
<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Non ECO Survey # 1	Jun-02	96%
Non ECO Survey # 2	Jun-03	93%
<u>Three year ECO goal (10% reduction in Baseline auto trip rate)</u>		
Auto trip rate goal		87%
Weekly auto trips to reduce		8

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2*	3	4	5	6+	Total						
Reported	103	95	1	0	0	0	0	1	0	0	0	0	0	7
Total*	128	118	1	0	0	0	0	1	0	0	0	0	0	9
Total Auto Trips*	119	118	1	0	0	0	0	1	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	95%	3%	0%	0%	0%	0%	0%	3%	0.0%	0%	0%	0%	0%	2%
Non ECO Survey # 2	92%	1%	0%	0%	0%	0%	0%	1%	0.0%	0%	0%	0%	0%	7%
Change from baseline**	-3%	-2%	0%	0%	0%	0%	0%	-2%	0.0%	0%	0%	0%	0%	5%

*Adjusted to ECO-affected employees, N= 36.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results
Multnomah County - Aging & Disability Services MLK
5325 NE MLK Jr Blvd
Portland, OR. 97211

Employee population (Eco-affected) 29
 Questionnaires returned (Out of 29) 27
 Response rate 93%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	74%
Non ECO Survey # 2	Jun-03	70%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 67%
 Weekly auto trips to reduce 4

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike*	Walk	Bike + Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	104	69	8	0	0	0	0	8	16	5	5	10	0	1
Total*	112	74	9	0	0	0	0	9	17	5	5	11	0	1
Total Auto Trips*	78	74	4	0	0	0	0	4	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	71%	7%	0%	0%	0%	0%	0%	7%	11.0%	2%	8%	9%	0%	2%
Non ECO Survey # 2	66%	8%	0%	0%	0%	0%	0%	8%	15.4%	5%	5%	10%	0%	1%
Change from baseline**	-5%	1%	0%	0%	0%	0%	0%	1%	4.4%	3%	-3%	0%	0%	-1%

*Adjusted to ECO-affected employees, N= 29.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Bridge Shop

1403 SE Water Avenue

Portland, OR. 97214

Employee population (Eco-affected) 41
 Questionnaires returned (Out of 41) 31
 Response rate 76%

Survey	Date	Auto Trip Rate
Non ECO Survey # 2	Jul-03	70%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal	70%
Weekly auto trips to reduce	0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	133	90	5	0	0	0	0	5	18	20	0	20	0	0
Total*	176	119	7	0	0	0	0	7	24	26	0	26	0	0
Total Auto Trips*	122	119	3	0	0	0	0	3	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 2		68%	4%	0%	0%	0%	0%	4%	13.5%	15%	0%	15%	0%	0%
Change from baseline**		-8%	0%	0%	0%	0%	0%	0%	2.4%	7%	0%	7%	0%	-2%

*Adjusted to ECO-affected employees, N= 41.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - First Follow-up Survey Results

Multnomah County - Blanchard Building

501 N Dixon Street

Portland, OR. 97227

Employee population (Eco-affected) 104
 Questionnaires returned (Out of 104) 95
 Response rate 91%

Survey	Date	Auto Trip Rate
Baseline	Aug-01	85%
First Follow-up	Jun-02	76%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 77%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike + Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	452	328	28	5	5	0	0	38	61	8	0	8	0	17
Total*	495	359	31	5	5	0	0	42	67	9	0	9	0	19
Total Auto Trips*	378	359	15	2	1	0	0	19	0	0	0	0	0	0
Percentage of Total Trips														
Baseline		82%	6%	0%	0%	0%	0%	6%	11.6%	0%	0%	0%	0%	0%
First Follow-up		73%	6%	1%	1%	0%	0%	8%	13.5%	2%	0%	2%	0%	4%
Change from baseline**		-10%	0%	1%	1%	0%	0%	3%	1.9%	1%	0%	1%	0%	4%

*Adjusted to ECO-affected employees, N= 104.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Central Library

801 SW 10th Avenue

Portland, OR. 97205

Employee population (Eco-affected) 190
 Questionnaires returned (Out of 190) 151
 Response rate 79%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Oct-01	19%
Non ECO Survey # 2	Jun-02	14%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 17%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike-Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	573	64	37	0	1	0	0	38	387	43	33	76	0	8
Total*	721	81	47	0	1	0	0	48	487	54	42	96	0	10
Total Auto Trips*	104	81	23	0	0	0	0	24	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	16%	5%	0%	0%	0%	0%	0%	5%	67.3%	8%	3%	11%	0%	1%
Non ECO Survey # 2	11%	6%	0%	0%	0%	0%	0%	7%	67.5%	8%	6%	13%	0%	1%
Change from baseline**	-5%	2%	0%	0%	0%	0%	0%	2%	0.2%	0%	2%	2%	0%	1%

*Adjusted to ECO-affected employees, N= 190.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Central District Office

421 SE 10th Avenue

Portland, OR. 97214

Employee population (Eco-affected) 18
 Questionnaires returned (Out of 18) 18
 Response rate 100%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	84%
Non ECO Survey # 2	Jun-03	79%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 76%
 Weekly auto trips to reduce 2

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike + Walk	Tele Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	84	66	0	0	0	0	0	0	2	3	1	4	0	12
Total*	84	66	0	0	0	0	0	0	2	3	1	4	0	12
Total Auto Trips*	66	66	0	0	0	0	0	0	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	84%	84%	0%	0%	0%	0%	0%	0%	6.1%	6%	0%	6%	0%	4%
Non ECO Survey # 2	79%	79%	0%	0%	0%	0%	0%	0%	2.4%	4%	1%	5%	0%	14%
Change from baseline**	-6%	-6%	0%	0%	0%	0%	0%	0%	-3.7%	-3%	1%	-1%	0%	11%

*Adjusted to ECO-affected employees, N= 18.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Corrections Facility

1906 SE Halsey

Troutdale, OR. 97060

Employee population (Eco-affected) 11
 Questionnaires returned (Out of 11) 11
 Response rate 100%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-03	93%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal	84%
Weekly auto trips to reduce	5

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	53	46	7	0	0	0	0	7	0	0	0	0	0	0
Total*	53	46	7	0	0	0	0	7	0	0	0	0	0	0
Total Auto Trips*	50	46	4	0	0	0	0	4	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1		87%	13%	0%	0%	0%	0%	13%	0.0%	0%	0%	0%	0%	0%

*Adjusted to ECO-affected employees, N= 11.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.

Number of Employees Riding Bus/Max

The table below shows the number of employees* who commuted using Bus/MAX and the number of days they commuted on bus/MAX during the week prior to the survey.

Employees Riding Bus/Max, (N=)	Number of Days							Total
	One	Two	Three	Four	Five	Six	Seven	
Number	0	0	0	0	0	0	0	0
Percent	0%	0%	0%	0%	0%	0%	0%	0%

*Adjusted to ECO-affected employees, N= 11.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Commonwealth Building

421 SW Sixth Avenue

Portland, OR. 97204

Employee population (Eco-affected) 498
 Questionnaires returned (Out of 498) 467
 Response rate 94%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Oct-01	37%
Non ECO Survey # 2	Jun-02	18%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 33%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	2198	371	52	8	0	0	10	70	1654	58	11	69	3	31
Total*	2344	396	55	9	0	0	11	75	1764	62	12	74	3	33
Total Auto Trips*	428	396	28	3	0	0	2	32	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1		35%	4%	1%	0%	0%	0%	5%	55.0%	2%	2%	4%	0%	1%
Non ECO Survey # 2		17%	2%	0%	0%	0%	0%	3%	75.3%	3%	1%	3%	0%	1%
Change from baseline**		-18%	-2%	0%	0%	0%	0%	-2%	20.3%	0%	-1%	-1%	0%	1%

*Adjusted to ECO-affected employees, N= 498.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Dexco Building

727 NE 24th Avenue

Portland, OR. 97232

Employee population (Eco-affected) 31
 Questionnaires returned (Out of 31) 24
 Response rate 77%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	67%
Non ECO Survey # 2	Jun-03	73%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 60%
 Weekly auto trips to reduce 19

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	111	79	5	0	0	0	0	5	20	0	0	0	0	7
Total*	143	102	6	0	0	0	0	6	26	0	0	0	0	9
Total Auto Trips*	105	102	3	0	0	0	0	3	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	62%	9%	0%	0%	0%	0%	0%	9%	18.9%	0%	3%	3%	0%	7%
Non ECO Survey # 2	71%	5%	0%	0%	0%	0%	0%	5%	18.0%	0%	0%	0%	0%	6%
Change from baseline**	9%	-5%	0%	0%	0%	0%	0%	-5%	-0.8%	0%	-3%	-3%	0%	0%

*Adjusted to ECO-affected employees, N= 31.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Courthouse

1021 SW 4th Avenue

Portland, OR. 97204

Employee population (Eco-affected) 236
 Questionnaires returned (Out of 236) 187
 Response rate 79%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Oct-01	37%
Non ECO Survey # 2	Jun-02	29%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 33%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	882	207	84	15	0	0	0	99	524	36	7	43	2	7
Total*	1113	261	106	19	0	0	0	125	661	45	9	54	3	9
Total Auto Trips*	321	261	53	6	0	0	0	59	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	32%	9%	2%	0%	0%	0%	0%	11%	53.5%	3%	1%	3%	0%	0%
Non ECO Survey # 2	23%	10%	2%	0%	0%	0%	0%	11%	59.4%	4%	1%	5%	0%	1%
Change from baseline**	-8%	1%	0%	0%	0%	0%	0%	0%	5.9%	1%	0%	2%	0%	1%

*Adjusted to ECO-affected employees, N= 236.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Results

Multnomah County - Elections Division

1040 SE Morrison Street

Portland, OR. 97214

Employee population (Eco-affected) 14
 Questionnaires returned (Out of 14) 13
 Response rate 93%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	80%
Non ECO Survey # 2	Jun-03	74%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 72%
 Weekly auto trips to reduce 1

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	57	42	0	0	0	0	0	0	15	0	0	0	0	0
Total*	61	45	0	0	0	0	0	0	16	0	0	0	0	0
Total Auto Trips*	45	45	0	0	0	0	0	0	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	80%	0%	0%	0%	0%	0%	0%	0%	10.0%	10%	0%	10%	0%	0%
Non ECO Survey # 2	74%	0%	0%	0%	0%	0%	0%	0%	26.3%	0%	0%	0%	0%	0%
Change from baseline**	-6%	0%	0%	0%	0%	0%	0%	0%	16.3%	-10%	0%	-10%	0%	0%

*Adjusted to ECO-affected employees, N= 14.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - First Follow-up Survey Results

Multnomah County - East

600 NE 8th Street

Gresham, OR. 97030

Employee population (Eco-affected) 97
 Questionnaires returned (Out of 97) 80
 Response rate 82%

Survey	Date	Auto Trip Rate
Baseline	Jun-02	72%
First Follow-up	Jul-03	77%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 64%
 Weekly auto trips to reduce 57

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+ Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	380	292	0	0	0	0	0	0	66	3	6	9	0	13
Total*	461	354	0	0	0	0	0	0	80	4	7	11	0	16
Total Auto Trips*	354	354	0	0	0	0	0	0	0	0	0	0	0	0
Percentage of Total Trips														
Baseline		69%	5%	0%	0%	0%	0%	5%	17.0%	6%	3%	8%	0%	1%
First Follow-up		77%	0%	0%	0%	0%	0%	0%	17.4%	1%	2%	2%	0%	3%
Change from baseline**		8%	-5%	0%	0%	0%	0%	-5%	0.4%	-5%	-1%	-6%	0%	3%

*Adjusted to ECO-affected employees, N= 97.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Gresham

495 NE Beech Avenue

Gresham, OR. 97030

Employee population (Eco-affected) 15
Questionnaires returned (Out of 15) 12
Response rate 80%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	79%
Non ECO Survey # 2	Jun-03	77%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 71%
Weekly auto trips to reduce 4

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	56	42	2	0	0	0	0	2	6	0	0	0	0	6
Total*	70	52	2	0	0	0	0	2	7	0	0	0	0	7
Total Auto Trips*	54	52	1	0	0	0	0	1	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	78%	2%	0%	0%	0%	0%	0%	2%	10.9%	0%	0%	0%	0%	9%
Non ECO Survey # 2	75%	4%	0%	0%	0%	0%	0%	4%	10.7%	0%	0%	0%	0%	11%
Change from baseline**	-3%	1%	0%	0%	0%	0%	0%	1%	-0.2%	0%	0%	0%	0%	2%

*Adjusted to ECO-affected employees, N= 15.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fourth Follow-up Survey Results		
Multnomah County - Ford Building		
2505 SE 11th Avenue		
Portland, OR. 97202		
Employee population (Eco-affected)		38
Questionnaires returned (Out of 38)		38
Response rate		100%
<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Baseline	Jun-97	86%
First Follow-up	Jun-99	84%
Second Follow-up	Jun-00	86%
Third Follow-up	Jun-02	76%
Fourth Follow-up	Jun-03	91%
<u>Three year ECO goal (10% reduction in Baseline auto trip rate)</u>		
Auto trip rate goal		78%
Weekly auto trips to reduce		23

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	175	151	15	0	3	0	0	18	6	0	0	0	0	0
Total*	175	151	15	0	3	0	0	18	6	0	0	0	0	0
Total Auto Trips*	159	151	8	0	1	0	0	8	0	0	0	0	0	0
Percentage of Total Trips														
Baseline	80%	13%	0%	0%	0%	0%	0%	13%	5.9%	1%	1%	1%	0%	0%
First Follow-up	78%	11%	0%	0%	0%	0%	0%	11%	9.3%	2%	0%	2%	0%	0%
Second Follow-up	83%	7%	0%	0%	0%	0%	0%	7%	8.7%	1%	1%	1%	0%	0%
Third Follow-up	69%	14%	0%	2%	0%	0%	0%	16%	11.9%	3%	0%	3%	0%	1%
Fourth Follow-up	86%	9%	0%	2%	0%	0%	0%	10%	3.4%	0%	0%	0%	0%	0%
Change from baseline**	6%	-4%	0%	2%	0%	0%	0%	-2%	-2.5%	-1%	-1%	-1%	0%	0%

*Adjusted to ECO-affected employees, N= 38.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - HIV/HEPC Community Programs

20 NE 10th Avenue 2nd Floor

Portland, OR. 97232

Employee population (Eco-affected) 29
 Questionnaires returned (Out of 29) 28
 Response rate 97%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	70%
Non ECO Survey # 2	Jun-03	68%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 63%
 Weekly auto trips to reduce 5

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	116	76	5	0	0	0	0	5	11	21	0	21	0	3
Total*	120	79	5	0	0	0	0	5	11	22	0	22	0	3
Total Auto Trips*	81	79	3	0	0	0	0	3	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	66%	9%	9%	0%	0%	0%	0%	9%	13.3%	9%	0%	9%	0%	2%
Non ECO Survey # 2	66%	4%	4%	0%	0%	0%	0%	4%	9.5%	18%	0%	18%	0%	3%
Change from baseline**	0%	-5%	-5%	0%	0%	0%	0%	-5%	-3.8%	9%	0%	9%	0%	0%

*Adjusted to ECO-affected employees, N= 29.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fifth Follow-up Survey Results

Multnomah County - Hansen Building

12240 NE Glisan Street

Portland, OR. 97230

Employee population (Eco-affected) 85
 Questionnaires returned (Out of 85) 65
 Response rate 76%

Survey	Date	Auto Trip Rate
Baseline	Jun-97	93%
First Follow-up	Jun-99	86%
Second Follow-up	Jun-00	84%
Third Follow-up	Jun-01	89%
Fourth Follow-up	Jun-02	96%
Fifth Follow-up	Jul-03	83%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 84%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	305	252	3	0	0	0	0	3	6	0	3	3	0	41
Total*	399	330	4	0	0	0	0	4	8	0	4	4	0	54
Total Auto Trips*	331	330	2	0	0	0	0	2	0	0	0	0	0	0
Percentage of Total Trips														
Baseline	91%	5%	0%	0%	0%	0%	0%	5%	1.5%	0%	2%	2%	1%	1%
First Follow-up	85%	3%	0%	0%	0%	0%	0%	3%	10.4%	1%	0%	1%	0%	0%
Second Follow-up	83%	2%	0%	0%	0%	0%	0%	2%	11.7%	3%	0%	3%	0%	0%
Third Follow-up	89%	0%	0%	0%	0%	0%	0%	0%	2.8%	1%	0%	1%	0%	7%
Fourth Follow-up	95%	2%	0%	0%	0%	0%	0%	2%	2.1%	0%	0%	0%	0%	1%
Fifth Follow-up	83%	1%	0%	0%	0%	0%	0%	1%	2.0%	0%	1%	1%	0%	13%
Change from baseline**	-8%	-4%	0%	0%	0%	0%	0%	-4%	0.4%	0%	-1%	-1%	-1%	13%

*Adjusted to ECO-affected employees, N= 85.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fourth Follow-up Survey Results

Multnomah County - ISD Kelly

4747 E Burnside Street

Portland, OR. 97215

Employee population (Eco-affected) 63
 Questionnaires returned (Out of 61) 50
 Response rate 82%

Survey	Date	Auto Trip Rate
Baseline	Jun-97	90%
First Follow-up	Jun-99	86%
Second Follow-up	Jun-00	78%
Third Follow-up	Jun-01	80%
Fourth Follow-up	Jun-02	75%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 81%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	244	180	7	0	0	0	0	7	35	1	14	15	2	5
Total*	307	227	9	0	0	0	0	9	44	1	18	19	3	6
Total Auto Trips*	231	227	4	0	0	0	0	4	0	0	0	0	0	0
Percentage of Total Trips														
Baseline	85%	10%	0%	0%	0%	0%	0%	10%	0.0%	2%	3%	5%	0%	0%
First Follow-up	85%	0%	0%	2%	0%	0%	0%	2%	3.6%	0%	4%	4%	2%	3%
Second Follow-up	77%	2%	0%	0%	0%	0%	0%	2%	10.3%	3%	5%	8%	0%	2%
Third Follow-up	80%	0%	0%	0%	0%	0%	0%	0%	8.6%	1%	5%	6%	1%	4%
Fourth Follow-up	74%	3%	0%	0%	0%	0%	0%	3%	14.3%	0%	6%	6%	1%	2%
Change from baseline**	-11%	-7%	0%	0%	0%	0%	0%	-7%	14.3%	-2%	3%	1%	1%	2%

*Adjusted to ECO-affected employees, N= 63.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fifth Follow-up Survey Results

Multnomah County - Inverness Jail

11540 NE Inverness Drive

Portland, OR. 97220

Employee population (Eco-affected) 261
Questionnaires returned (Out of 261) 255
Response rate 98%

<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Baseline	Jun-97	94%
First Follow-up	Jun-99	94%
Second Follow-up	Jun-00	93%
Third Follow-up	Jun-01	90%
Fourth Follow-up	Jun-02	92%
Fifth Follow-up	Jul-03	78%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 84%
Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Varpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike + Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	1202	912	48	0	0	0	1	49	15	5	2	7	2	217
Total*	1230	933	49	0	0	0	1	50	15	5	2	7	2	222
Total Auto Trips*	958	933	25	0	0	0	0	25	0	0	0	0	0	0
Percentage of Total Trips														
Baseline	91%	5%	0%	0%	0%	0%	0%	5%	0.0%	1%	2%	2%	0%	1%
First Follow-up	93%	3%	0%	0%	0%	0%	0%	3%	3.0%	0%	0%	1%	0%	1%
Second Follow-up	89%	7%	1%	0%	0%	0%	0%	7%	2.2%	1%	0%	1%	0%	1%
Third Follow-up	87%	7%	0%	0%	0%	0%	0%	7%	1.2%	1%	0%	1%	0%	4%
Fourth Follow-up	88%	8%	0%	0%	0%	0%	0%	9%	0.8%	1%	0%	1%	0%	2%
Fifth Follow-up	76%	4%	0%	0%	0%	0%	0%	4%	1.2%	0%	0%	1%	0%	18%
Change from baseline**	-15%	-1%	0%	0%	0%	0%	0%	-1%	1.2%	0%	-2%	-2%	0%	17%

*Adjusted to ECO-affected employees, N= 261.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fifth Follow-up Survey Results

Multnomah County - Juvenile Justice

1401 NE 68th Avenue

Portland, OR. 97213

Employee population (Eco-affected)	182
Questionnaires returned (Out of 182)	173
Response rate	95%

<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Baseline	Jun-97	92%
First Follow-up	Jul-99	90%
Second Follow-up	Jun-00	86%
Third Follow-up	Jun-01	87%
Fourth Follow-up	Jun-02	87%
Fifth Follow-up	Jul-03	86%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal	83%
Weekly auto trips to reduce	25

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/ Max	Bike	Walk	Bike+ Walk	Tele- Commute	Com- pressed Work Wk
			2	3	4	5	6+	Total						
Reported	783	665	17	0	0	0	0	17	23	10	6	16	0	62
Total*	824	700	18	0	0	0	0	18	24	11	6	17	0	65
Total Auto Trips*	709	700	9	0	0	0	0	9	0	0	0	0	0	0
Percentage of Total Trips														
Baseline	91%	2%	0%	0%	0%	0%	0%	2%	3.0%	1%	1%	2%	0%	2%
First Follow-up	88%	4%	1%	0%	0%	0%	0%	5%	1.4%	1%	2%	3%	0%	3%
Second Follow-up	84%	3%	1%	0%	0%	0%	0%	5%	8.5%	1%	1%	2%	0%	1%
Third Follow-up	84%	5%	1%	0%	0%	0%	0%	6%	4.5%	1%	0%	1%	0%	4%
Fourth Follow-up	85%	5%	1%	0%	0%	0%	0%	5%	4.2%	1%	0%	1%	0%	5%
Fifth Follow-up	85%	2%	0%	0%	0%	0%	0%	2%	2.9%	1%	1%	2%	0%	8%
Change from baseline**	-6%	0%	0%	0%	0%	0%	0%	0%	0.0%	0%	0%	0%	0%	6%

*Adjusted to ECO-affected employees, N= 182.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Justice Center

1120 SW 3rd Avenue

Portland, OR. 97204

Employee population (Eco-affected) 396
 Questionnaires returned (Out of 396) 320
 Response rate 81%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Oct-01	46%
Non ECO Survey # 2	Jun-02	60%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 42%
 Weekly auto trips to reduce 288

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike + Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	1305	726	91	9	10	0	1	111	419	24	12	36	4	9
Total*	1615	898	113	11	12	0	1	137	519	30	15	45	5	11
Total Auto Trips*	962	898	56	4	3	0	0	63	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	43%	6%	1%	0%	0%	0%	0%	7%	44.0%	3%	2%	5%	0%	1%
Non ECO Survey # 2	56%	7%	1%	1%	0%	0%	0%	9%	32.1%	2%	1%	3%	0%	1%
Change from baseline**	13%	1%	0%	1%	0%	0%	0%	2%	11.9%	-1%	-1%	-2%	0%	-1%

*Adjusted to ECO-affected employees, N= 396.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - McCoy Building

426 SW Stark Street

Portland, OR. 97204

Employee population (Eco-affected)	241
Questionnaires returned (Out of 241)	206
Response rate	85%

<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Non ECO Survey # 1	Oct-01	30%
Non ECO Survey # 2	Jun-02	30%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal	27%
Weekly auto trips to reduce	39

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+ Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	981	267	55	2	0	0	0	57	595	47	6	53	0	9
Total*	1148	312	64	2	0	0	0	67	696	55	7	62	0	11
Total Auto Trips*	345	312	32	1	0	0	0	33	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1		26%	6%	1%	1%	0%	0%	8%	62.1%	3%	0%	3%	0%	1%
Non ECO Survey # 2		27%	6%	0%	0%	0%	0%	6%	60.7%	5%	1%	5%	0%	1%
Change from baseline**		1%	-1%	-1%	-1%	0%	0%	-2%	-1.4%	2%	0%	3%	0%	0%

*Adjusted to ECO-affected employees, N= 241.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fifth Follow-up Survey Results

Multnomah County - Library Admin

205 NE Russell Street

Portland, OR. 97212

Employee population (Eco-affected) 115
 Questionnaires returned (Out of 115) 88
 Response rate 77%

<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Baseline	Jun-97	80%
First Follow-up	Jun-99	77%
Second Follow-up	Jun-00	74%
Third Follow-up	Jun-01	78%
Fourth Follow-up	Jun-02	76%
Fifth Follow-up	Jul-03	75%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 72%
 Weekly auto trips to reduce 15

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike + Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	429	303	33	4	0	0	0	37	37	16	2	18	1	33
Total*	561	396	43	5	0	0	0	48	48	21	3	24	1	43
Total Auto Trips*	419	396	22	2	0	0	0	23	0	0	0	0	0	0
Percentage of Total Trips														
Baseline		73%	14%	0%	0%	0%	0%	14%	5.6%	3%	3%	7%	0%	1%
First Follow-up		72%	11%	0%	0%	0%	0%	11%	8.2%	7%	1%	9%	0%	1%
Second Follow-up		70%	8%	2%	0%	0%	0%	10%	12.8%	3%	1%	4%	2%	2%
Third Follow-up		74%	8%	0%	0%	0%	1%	9%	4.5%	6%	3%	9%	1%	2%
Fourth Follow-up		70%	11%	1%	0%	0%	0%	12%	5.4%	6%	3%	9%	0%	4%
Fifth Follow-up		71%	8%	1%	0%	0%	0%	9%	8.6%	4%	0%	4%	0%	8%
Change from baseline**		-3%	-6%	1%	0%	0%	0%	-5%	3.0%	0%	-3%	-3%	0%	7%

*Adjusted to ECO-affected employees, N= 115.

**In percentage points. (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Mid-Area ADS

2900 SE 122nd Avenue

Portland, OR. 97236

Employee population (Eco-affected) 39
 Questionnaires returned (Out of 39) 31
 Response rate 79%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	91%
Non ECO Survey # 2	Jul-03	89%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 82%
 Weekly auto trips to reduce 12

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	149	130	4	0	0	0	0	4	7	0	0	0	1	7
Total*	187	164	5	0	0	0	0	5	9	0	0	0	1	9
Total Auto Trips*	166	164	3	0	0	0	0	3	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	89%	5%	0%	0%	0%	0%	0%	5%	3.3%	1%	0%	1%	0%	2%
Non ECO Survey # 2	87%	3%	0%	0%	0%	0%	0%	3%	4.7%	0%	0%	0%	1%	5%
Change from baseline**	-1%	-3%	0%	0%	0%	0%	0%	-3%	1.4%	-1%	0%	-1%	1%	3%

*Adjusted to ECO-affected employees, N= 39.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Mead Building

421 SW 5th Avenue

Portland, OR. 97204

Employee population (Eco-affected) 127
 Questionnaires returned (Out of 127) 99
 Response rate 78%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Nov-01	21%
Non ECO Survey # 2	Jun-02	14%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 19%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike + Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	470	56	18	2	0	0	5	25	362	13	4	17	5	5
Total*	603	72	23	3	0	0	6	32	464	17	5	22	6	6
Total Auto Trips*	85	72	12	1	0	0	1	13	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	18%	6%	0%	0%	0%	0%	0%	6%	72.4%	2%	1%	3%	0%	0%
Non ECO Survey # 2	12%	4%	0%	0%	0%	0%	1%	5%	77.0%	3%	1%	4%	1%	1%
Change from baseline**	-6%	-2%	0%	0%	0%	0%	1%	-1%	4.6%	1%	0%	1%	1%	1%

*Adjusted to ECO-affected employees, N= 127.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Second Follow-up Survey Results		
Multnomah County - Multnomah Building		
501 SE Hawthorne, 4th Floor		
Portland, OR. 97214		
Employee population (Eco-affected)		415
Questionnaires returned (Out of 415)		325
Response rate		78%
<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Baseline	Jul-01	58%
First Follow-up	Jun-02	63%
Second Follow-up	Jul-03	58%
<u>Three year ECO goal (10% reduction in Baseline auto trip rate)</u>		
Auto trip rate goal		52%
Weekly auto trips to reduce		126

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+ Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	1585	838	174	0	0	0	0	174	458	23	51	74	6	35
Total*	2024	1070	222	0	0	0	0	222	585	29	65	94	8	45
Total Auto Trips*	1181	1070	111	0	0	0	0	111	0	0	0	0	0	0
Percentage of Total Trips														
Baseline		53%	9%	1%	0%	0%	0%	10%	29.8%	3%	3%	6%	0%	1%
First Follow-up		59%	8%	1%	0%	0%	0%	9%	26.7%	2%	1%	3%	0%	2%
Second Follow-up		53%	11%	0%	0%	0%	0%	11%	28.9%	1%	3%	5%	0%	2%
Change from baseline**		0%	2%	-1%	0%	0%	0%	1%	-0.9%	-1%	0%	-1%	0%	2%

*Adjusted to ECO-affected employees, N= 415.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fourth Follow-up Survey Results

Multnomah County - Mid-County Health Clinic

12710 SE Division Street

Portland, OR. 97236

Employee population (Eco-affected) 57
 Questionnaires returned (Out of 57) 44
 Response rate 77%

Survey	Date	Auto Trip Rate
Baseline	Jun-97	93%
First Follow-up	Jun-99	84%
Second Follow-up	Jun-00	81%
Third Follow-up	Jun-01	88%
Fourth Follow-up	Jun-02	83%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 84%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	204	160	17	0	0	0	0	17	19	2	2	4	0	4
Total*	264	207	22	0	0	0	0	22	25	3	3	5	0	5
Total Auto Trips*	218	207	11	0	0	0	0	11	0	0	0	0	0	0
Percentage of Total Trips														
Baseline		92%	3%	0%	0%	0%	0%	3%	2.6%	0%	3%	3%	0%	0%
First Follow-up		81%	6%	0%	0%	0%	0%	6%	8.8%	1%	1%	2%	0%	2%
Second Follow-up		76%	8%	2%	0%	0%	0%	10%	11.2%	0%	0%	0%	0%	2%
Third Follow-up		86%	4%	2%	0%	0%	0%	6%	6.0%	0%	0%	0%	0%	3%
Fourth Follow-up		78%	8%	0%	0%	0%	0%	8%	9.3%	1%	1%	2%	0%	2%
Change from baseline**		-14%	6%	0%	0%	0%	0%	6%	6.7%	1%	-2%	-1%	0%	2%

*Adjusted to ECO-affected employees, N= 57.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - NE Field Service

2205 NE Columbia Boulevard

Portland, OR. 97211

Employee population (Eco-affected) 39
 Questionnaires returned (Out of 39) 31
 Response rate 79%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	93%
Non ECO Survey # 2	Jul-03	84%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 84%
 Weekly auto trips to reduce 1

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/ Max	Bike	Walk	Bike+ Walk	Tele- Commute	Com- pressed Work Wk.
			2	3	4	5	6+	Total						
Reported	126	102	8	0	0	0	0	8	10	0	0	0	0	6
Total*	159	128	10	0	0	0	0	10	13	0	0	0	0	8
Total Auto Trips*	133	128	5	0	0	0	0	5	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	93%	0%	0%	0%	0%	0%	0%	0%	4.2%	2%	0%	2%	0%	1%
Non ECO Survey # 2	81%	6%	0%	0%	0%	0%	0%	6%	7.9%	0%	0%	0%	0%	5%
Change from baseline**	-12%	6%	0%	0%	0%	0%	0%	6%	3.7%	-2%	0%	-2%	0%	4%

*Adjusted to ECO-affected employees, N= 39.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - N Portland Health Division

9000 N Lombard Street

Portland, OR. 97203

Employee population (Eco-affected) 42
 Questionnaires returned (Out of 42) 33
 Response rate 79%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	72%
Non ECO Survey # 2	Jun-03	71%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 65%
 Weekly auto trips to reduce 12

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike + Walk	Tele Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	144	99	5	3	0	0	0	8	29	0	5	5	0	3
Total*	183	126	6	4	0	0	0	10	37	0	6	6	0	4
Total Auto Trips*	130	126	3	1	0	0	0	4	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	72%	0%	0%	0%	0%	0%	0%	0%	26.1%	0%	2%	2%	0%	0%
Non ECO Survey # 2	69%	3%	2%	0%	0%	0%	0%	6%	20.1%	0%	3%	3%	0%	2%
Change from baseline**	-3%	3%	2%	0%	0%	0%	0%	6%	-6.0%	0%	2%	2%	0%	2%

*Adjusted to ECO-affected employees, N= 42.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Nursing Facility Program

3552 SE 122nd Avenue

Portland, OR. 97326

Employee population (Eco-affected) 20
 Questionnaires returned (Out of 20) 20
 Response rate 100%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	74%
Non ECO Survey # 2	Jul-03	80%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 67%
 Weekly auto trips to reduce 11

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	83	58	16	0	0	0	0	16	2	1	1	2	0	5
Total*	83	58	16	0	0	0	0	16	2	1	1	2	0	5
Total Auto Trips*	66	58	8	0	0	0	0	8	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	67%	15%	0%	0%	0%	0%	0%	15%	9.7%	2%	0%	2%	0%	6%
Non ECO Survey # 2	70%	19%	0%	0%	0%	0%	0%	19%	2.4%	1%	1%	2%	0%	6%
Change from baseline**	3%	4%	0%	0%	0%	0%	0%	4%	-7.3%	-1%	1%	0%	0%	0%

*Adjusted to ECO-affected employees, N= 20.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fifth Follow-up Survey Results

Multnomah County - NE Health Center

5329 NE MLK Jr Boulevard

Portland, OR. 97211

Employee population (Eco-affected) 88
 Questionnaires returned (Out of 64) 57
 Response rate 89%

<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Baseline	Jun-97	92%
First Follow-up	Jun-99	85%
Second Follow-up	Jun-00	87%
Third Follow-up	Jun-01	77%
Fourth Follow-up	Jun-02	84%
Fifth Follow-up	Jul-03	70%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 83%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2+	3+	4+	5+	6+	Total						
Reported	266	175	25	0	0	0	0	25	20	11	6	17	0	29
Total*	411	270	39	0	0	0	0	39	31	17	9	26	0	45
Total Auto Trips*	289	270	19	0	0	0	0	19	0	0	0	0	0	0
Percentage of Total Trips														
Baseline	91%	2%	0%	0%	0%	0%	0%	2%	2.9%	3%	4%	3%	0%	0%
First Follow-up	81%	8%	0%	0%	0%	0%	0%	8%	6.1%	1%	2%	3%	0%	2%
Second Follow-up	84%	5%	0%	0%	0%	1%	6%	6.7%	0%	3%	3%	0%	0%	0%
Third Follow-up	74%	6%	0%	0%	0%	0%	6%	8.6%	6%	5%	11%	0%	0%	0%
Fourth Follow-up	83%	3%	0%	0%	0%	0%	3%	12.0%	2%	0%	2%	0%	0%	0%
Fifth Follow-up	66%	9%	0%	0%	0%	0%	9%	7.5%	4%	2%	6%	0%	0%	11%
Change from baseline**	-25%	7%	0%	0%	0%	0%	7%	4.6%	1%	-2%	3%	0%	0%	10%

*Adjusted to ECO-affected employees, N= 88.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Program Design & Evaluation Services

827 NE Oregon Street, Suite 220

Portland, OR. 97232

Employee population (Eco-affected) 17
 Questionnaires returned (Out of 17) 13
 Response rate 76%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-03	57%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal	51%
Weekly auto trips to reduce	4

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	58	29	6	2	0	0	3	11	4	11	1	12	2	0
Total*	76	38	8	3	0	0	4	14	5	14	1	16	3	0
Total Auto Trips*	43	38	4	1	0	0	1	5	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1		50%	10%	3%	0%	0%	5%	19%	6.9%	19%	2%	21%	3%	0%

*Adjusted to ECO-affected employees, N= 17.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.

Number of Employees Riding Bus/Max

The table below shows the number of employees* who commuted using Bus/MAX and the number of days they commuted on bus/MAX during the week prior to the survey.

Employees Riding Bus/Max. (N=5)	Number of Days							Total
	One	Two	Three	Four	Five	Six	Seven	
Number	5	0	0	0	0	0	0	5
Percent	100%	0%	0%	0%	0%	0%	0%	100%

*Adjusted to ECO-affected employees, N= 17.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Portland Building

1120 SW 5th Avenue

Portland, OR. 97204

Employee population (Eco-affected) 64
 Questionnaires returned (Out of 64) 64
 Response rate 100%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Oct-01	21%
Non ECO Survey # 2	Jun-02	26%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal	19%
Weekly auto trips to reduce	22

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	305	77	6	0	0	3	0	9	197	11	10	21	1	0
Total*	305	77	6	0	0	3	0	9	197	11	10	21	1	0
Total Auto Trips*	81	77	3	0	0	1	0	4	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	18%	6%	1%	0%	0%	0%	0%	7%	71.0%	1%	3%	3%	0%	1%
Non ECO Survey # 2	25%	2%	0%	0%	1%	0%	3%	64.6%	4%	3%	7%	0%	0%	0%
Change from baseline**	7%	-4%	-1%	0%	1%	0%	-4%	-6.4%	3%	1%	4%	0%	-1%	-1%

*Adjusted to ECO-affected employees, N= 64.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - Tabor Square

4610 SE Belmont Street

Portland, OR. 97215

Employee population (Eco-affected) 36
 Questionnaires returned (Out of 36) 28
 Response rate 78%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Jun-02	71%
Non ECO Survey # 2	Jul-03	68%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 64%
 Weekly auto trips to reduce 6

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	130	82	12	0	0	0	0	12	13	4	10	14	0	9
Total*	167	105	15	0	0	0	0	15	17	5	13	18	0	12
Total Auto Trips*	113	105	8	0	0	0	0	8	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	67%	9%	0%	0%	0%	0%	0%	9%	0.0%	12%	3%	14%	0%	10%
Non ECO Survey # 2	63%	9%	0%	0%	0%	0%	0%	9%	10.0%	3%	8%	11%	0%	7%
Change from baseline**	-4%	0%	0%	0%	0%	0%	0%	0%	10.0%	-8%	5%	-3%	0%	-3%

*Adjusted to ECO-affected employees, N= 36.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fourth Follow-up Survey Results

Multnomah County - SE Health Clinic

3653 SE 34th Avenue

Portland, OR. 97202

Employee population (Eco-affected) 35
Questionnaires returned (Out of 35) 33
Response rate 94%

Survey	Date	Auto Trip Rate
Baseline	Jun-97	92%
First Follow-up	Jun-99	85%
Second Follow-up	Jun-00	79%
Third Follow-up	Jun-01	81%
Fourth Follow-up	Jun-02	83%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 83%
Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	150	117	15	0	0	0	0	15	3	7	3	10	0	5
Total*	159	124	16	0	0	0	0	16	3	7	3	11	0	5
Total Auto Trips*	132	124	8	0	0	0	0	8	0	0	0	0	0	0
Percentage of Total Trips														
Baseline		88%	8%	0%	0%	0%	0%	9%	0.4%	1%	2%	3%	0%	0%
First Follow-up		82%	5%	0%	0%	0%	0%	5%	5.3%	2%	2%	4%	0%	3%
Second Follow-up		76%	6%	0%	0%	0%	0%	6%	2.9%	8%	6%	13%	0%	1%
Third Follow-up		79%	3%	0%	0%	0%	0%	3%	6.9%	4%	5%	9%	0%	2%
Fourth Follow-up		78%	10%	0%	0%	0%	0%	10%	2.0%	5%	2%	7%	0%	3%
Change from baseline**		-10%	2%	0%	0%	0%	0%	1%	1.6%	4%	0%	3%	0%	3%

*Adjusted to ECO-affected employees, N= 35.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Survey Results

Multnomah County - West Portland DSO

1139 SW 11th Avenue

Portland, OR. 97205

Employee population (Eco-affected) 24
 Questionnaires returned (Out of 24) 22
 Response rate 92%

Survey	Date	Auto Trip Rate
Non ECO Survey # 1	Oct-01	23%
Non ECO Survey # 2	Jun-02	16%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 20%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk.
			2	3	4	5	6+	Total						
Reported	110	12	12	0	0	0	0	12	81	0	5	5	0	0
Total*	120	13	13	0	0	0	0	13	88	0	5	5	0	0
Total Auto Trips*	20	13	7	0	0	0	0	7	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	8%	28%	0%	0%	0%	0%	0%	28%	56.7%	0%	7%	7%	0%	0%
Non ECO Survey # 2	11%	11%	0%	0%	0%	0%	0%	11%	73.6%	0%	5%	5%	0%	0%
Change from baseline**	3%	-17%	0%	0%	0%	0%	0%	-17%	17.0%	0%	-2%	-2%	0%	0%

*Adjusted to ECO-affected employees, N= 24.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Non ECO Survey Results
Multnomah County - Vector & Nuisance Control
5235 N Columbia Boulevard
Portland, OR. 97203

Employee population (Eco-affected) 13
 Questionnaires returned (Out of 13) 10
 Response rate 77%

<u>Survey</u>	<u>Date</u>	<u>Auto Trip Rate</u>
Non ECO Survey # 1	Jun-02	97%
Non ECO Survey # 2	Jun-03	91%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 88%
 Weekly auto trips to reduce 2

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	50	44	0	5	0	0	0	5	0	0	0	0	0	1
Total*	65	57	0	6	0	0	0	6	0	0	0	0	0	1
Total Auto Trips*	59	57	0	2	0	0	0	2	0	0	0	0	0	0
Percentage of Total Trips														
Non ECO Survey # 1	97%	0%	0%	0%	0%	0%	0%	0%	0.0%	0%	0%	0%	0%	3%
Non ECO Survey # 2	88%	0%	10%	0%	0%	0%	0%	10%	0.0%	0%	0%	0%	0%	2%
Change from baseline**	-9%	0%	10%	0%	0%	0%	0%	10%	0.0%	0%	0%	0%	0%	-1%

*Adjusted to ECO-affected employees, N= 13.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.



EMPLOYEE COMMUTE OPTIONS - Fourth Follow-up Survey Results

Multnomah County - Yeon Shops

1600 SE 190th Avenue

Portland, OR. 97233

Employee population (Eco-affected) 145
 Questionnaires returned (Out of 145) 128
 Response rate 88%

Survey	Date	Auto Trip Rate
Baseline	Jun-97	92%
First Follow-up	Jun-99	91%
Second Follow-up	Jun-00	92%
Third Follow-up	Jun-01	92%
Fourth Follow-up	Jun-02	83%

Three year ECO goal (10% reduction in Baseline auto trip rate)

Auto trip rate goal 83%
 Weekly auto trips to reduce 0

This report summarizes your employees' responses to the Employee Commute Options survey. The results identify the modes of transportation your employees use to commute to your worksite and the number of weekly auto trips their choices generate. This report assumes that your company will need to comply with the Department of Environmental Quality's Employee Commute Options (ECO) Rule that targets a 10% reduction in auto trips taken to the worksite.

Weekly Employee Trips

The table below shows the number of employee trips TO this worksite during the week prior to the survey.

Number of trips	Total Weekly Trips	Drove alone	Carpool/Vanpool (by # of people in Carpool)						Bus/Max	Bike	Walk	Bike+Walk	Tele-Commute	Compressed Work Wk
			2	3	4	5	6+	Total						
Reported	608	490	27	0	0	0	0	27	30	14	0	14	0	47
Total*	689	555	31	0	0	0	0	31	34	16	0	16	0	53
Total Auto Trips*	570	555	15	0	0	0	0	15	0	0	0	0	0	0
Percentage of Total Trips														
Baseline		91%	2%	1%	1%	0%	0%	4%	1.7%	2%	0%	2%	0%	1%
First Follow-up		89%	3%	0%	0%	0%	0%	3%	5.2%	2%	0%	2%	0%	0%
Second Follow-up		89%	5%	0%	0%	0%	0%	5%	2.6%	2%	0%	3%	0%	0%
Third Follow-up		90%	5%	0%	0%	0%	0%	5%	2.8%	2%	1%	3%	0%	0%
Fourth Follow-up		81%	4%	0%	0%	0%	0%	4%	4.9%	2%	0%	2%	0%	8%
Change from baseline**		-10%	2%	-1%	-1%	0%	0%	1%	3.3%	0%	0%	0%	0%	6%

*Adjusted to ECO-affected employees, N= 145.

**In percentage points, (Current Survey - Baseline). Figures may not add up due to rounding.

Note: Your company's baseline survey establishes a 10% auto trip reduction target as a three year goal. This report shows the status of your company's progress towards meeting its auto trip reduction goal for ECO. Subsequent surveys are required by the ECO rule.

Additional details regarding survey results can be found on the pages to follow. Specific information regarding trips are provided as well as responses to supplemental questions that may have been included in the survey.

For ways to reduce your auto trip rate, please see the attached TRIPS!! sheet. Consult your TriMet marketing representative for additional information on reducing your auto trip rate.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-5

Est. Start Time: 9:30 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003

Time Requested: Consent Calendar

Department: Non-Departmental

Division: Commissioner District 1

Contact/s: Shelli Romero, Staff to Commissioner Maria Rojo de Steffey
Ian Cannon, PE, Bridge Program Manager

Phone: (503) 988-5220
(503) 988-3757

Ext.: 84435 **I/O Address:** 503/600
223 446

Presenters: Ian Cannon

Agenda Title: Government Revenue Contract (190 Agreement) 0310530 with Oregon
Department of Transportation, Providing Preliminary Engineering Funds for a
Sauvie Island Bridge Replacement

(NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other
submissions, provide clearly written title.)

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Department recommends approval of the amendment.

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

The existing Sauvie Island Bridge is reaching the end of its service life and needs to be replaced. This agreement with the Oregon Department of Transportation will provide \$1,987,000 of federal funds for the preliminary engineering (PE) phase of the replacement project. The estimated total cost of the preliminary engineering phase is

\$4,700,000. The County will finance the remaining \$2,713,000 with dedicated gas tax funds. Alternative sources of funding are being pursued to reduce the County contribution.

Total project value including this engineering is estimated to be \$33.7 million.

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

The total match required by the County on the federal dollars provided in this agreement is approximately \$500,000. Current year expenditure will be approximately \$300,000 and has been included in the FY04 budget. The remaining match requirement of approximately \$200,000 will be spent in FY05 and has been identified in the Transportation Capital Improvement Program (CIP).

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues.

The Sauvie Island Bridge Replacement is the County's highest priority Transportation project.

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

The County has conducted an extensive public involvement process during preliminary engineering, which will continue through final design and construction. Three public meetings have been held in 2003 to gather citizen views on the location and features of the new bridge. The meetings were attended by approximately 100 people, whose comments were recorded. Approximately 50 people provided comments via a telephone call, letter, facsimile, or comment card. A meeting was held with river users to identify navigational needs for the new bridge. 27 river users completed a written survey on their navigational needs. Meetings were held with five different individuals or groups of property owners who will be impacted by the new bridge, to identify their concerns, issues and questions related to the project. Multiple meetings were held with three sets of property owners. A meeting was also held with a farmer who leases farm land that will be impacted by the project. Due to the proximity of the project to US Highway 30 and a railroad owned by the state, the project team also includes Oregon Department of Transportation staff that has been consulted on various design issues. The State Division of Lands and State Historic Preservation Office were also contacted, regarding river and design issues, respectively.

Required Signatures:



Department/Agency Director:

Date: 08/04/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0310530
 Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☒ Not Attached
 Amendment #: _____

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

Department: Business and Community Services Division: Land Use & Transportation Date: 7/24/03
 Originator: Ian Cannon Phone: 83757 ext 223 Bldg/Rm: 446/Bridge
 Contact: Cathy Kramer Phone: Ext 22589 Bldg/Rm: 455/Annex
 Description of Contract: IGA with ODOT for Federal Funds on Sauvie Island Bridge Replacement Preliminary Engineering

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

Contractor	<u>Oregon Department of Transportation/Debbie Burgess</u>			Remittance address	_____
Address	<u>123 NW Flanders St.</u>			(If different)	_____
City/State	<u>Portland, OR</u>			Payment Schedule / Terms	_____
ZIP Code	<u>97209-4037</u>			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>(503) 731-8276 (Debbie Burgess)</u>			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	<u>N/A</u>			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>8/15/2003</u>	Term Date	<u>8/15/2013</u>	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date	New Term Date _____			Original Requirements Amount	\$ _____
Original Contract Amount	\$1,987,000			Total Amt of Previous Amendments	\$ _____
Total Amt of Previous Amendments	\$ _____			Requirements Amount Amendment	\$ _____
Amount of Amendment	\$ _____			Total Amount of Requirements	\$ _____
Total Amount of Agreement \$	\$1,987,000				

REQUIRED SIGNATURES: ABC for Stanghezz
 Department Manager [Signature] DATE 8/4/03
 Purchasing Manager _____ DATE _____
 County Attorney [Signature] DATE 8/6/03
 County Chair [Signature] DATE 8.14.03
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS: WBS 6700RT6013D520

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 08.14.03
 DEB BOGSTAD BOARD CLERK

LOCAL AGENCY AGREEMENT
HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROJECT
Multnomah Channel (Sauvie Island Bridge #2641) Replacement

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

RECITALS

1. Sauvie Island Bridge #2641 is a part of the county road system under the jurisdiction and control of Multnomah County.
2. By the authority granted in ORS 190.110, 366.770 and 366.775, State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency plan and propose to replace the existing Sauvie Island Bridge with a new structure, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project shall be conducted as a part of the Highway Bridge Replacement and Rehabilitation Program (HBRR) Bridge Discretionary Program (BDP), under Title 23, United States Code. The total Project cost is estimated at approximately \$34,000,000. **This Agreement is for preliminary engineering (PE) only.** The BDP funds for PE are limited to \$1,987,000. Agency shall be responsible for the match required for the federal funds, based on the maximum allowable federal fund prorata, and any portion of the Project not covered by federal funding.

Agency shall be responsible for funding the road approach work associated with the Project. Agency shall submit a letter identifying the funding source six weeks prior to advertisement of Project for bid opening. The estimate for the total Project cost is subject to change.

M C & A No. 20,708
MULTNOMAH COUNTY

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on completion of the Project and final payment or ten calendar years following the date all required signatures are obtained, whichever is sooner.

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

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

a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.

c. If Agency fails to provide payment of its share of the cost of the Project.

d. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.

e. If Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

5. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

M C & A No. 20,708
MULTNOMAH COUNTY

6. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

7. Agency shall enter into and execute this Agreement during a duly authorized session of its Board of County Commissioners.

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

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

This Project was approved by STIP Amendment (#02-05-19) into the current STIP on May 6, 2003, Key number 13017.

The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense.

The Oregon Transportation Commission on February 13, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

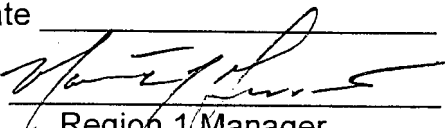
M C & A No. 20,708
MULTNOMAH COUNTY

On September 6, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Executive Deputy Director for Highways, Executive Deputy Director for Central Services, Deputy Director for OTIA, and the Chief of Staff to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, other system plans approved by the Commission such as the Traffic Safety Performance Plan, or in a line item in the approved biennial budget.

APPROVAL RECOMMENDED

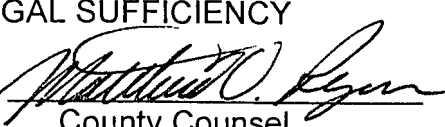
By _____
Tech Serv Mgr/Chief Engineer

Date _____

By 
Region 1 Manager

Date 7-18-03

APPROVED AS TO
LEGAL SUFFICIENCY

By 
County Counsel

Date 8/6/03

APPROVED AS TO
LEGAL SUFFICIENCY

By _____

Date _____

Agency Billing Address:

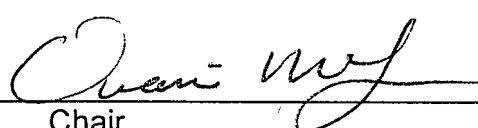
Multnomah County
1600 SE 190th Ave
Portland, OR 97233

STATE OF OREGON, by and through
its Department of Transportation

By _____
Executive Deputy Director for Highways

Date _____

MULTNOMAH COUNTY, by and
through its Elected Officials

By 
Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 08.14.03
DEB BOGSTAD, BOARD CLERK

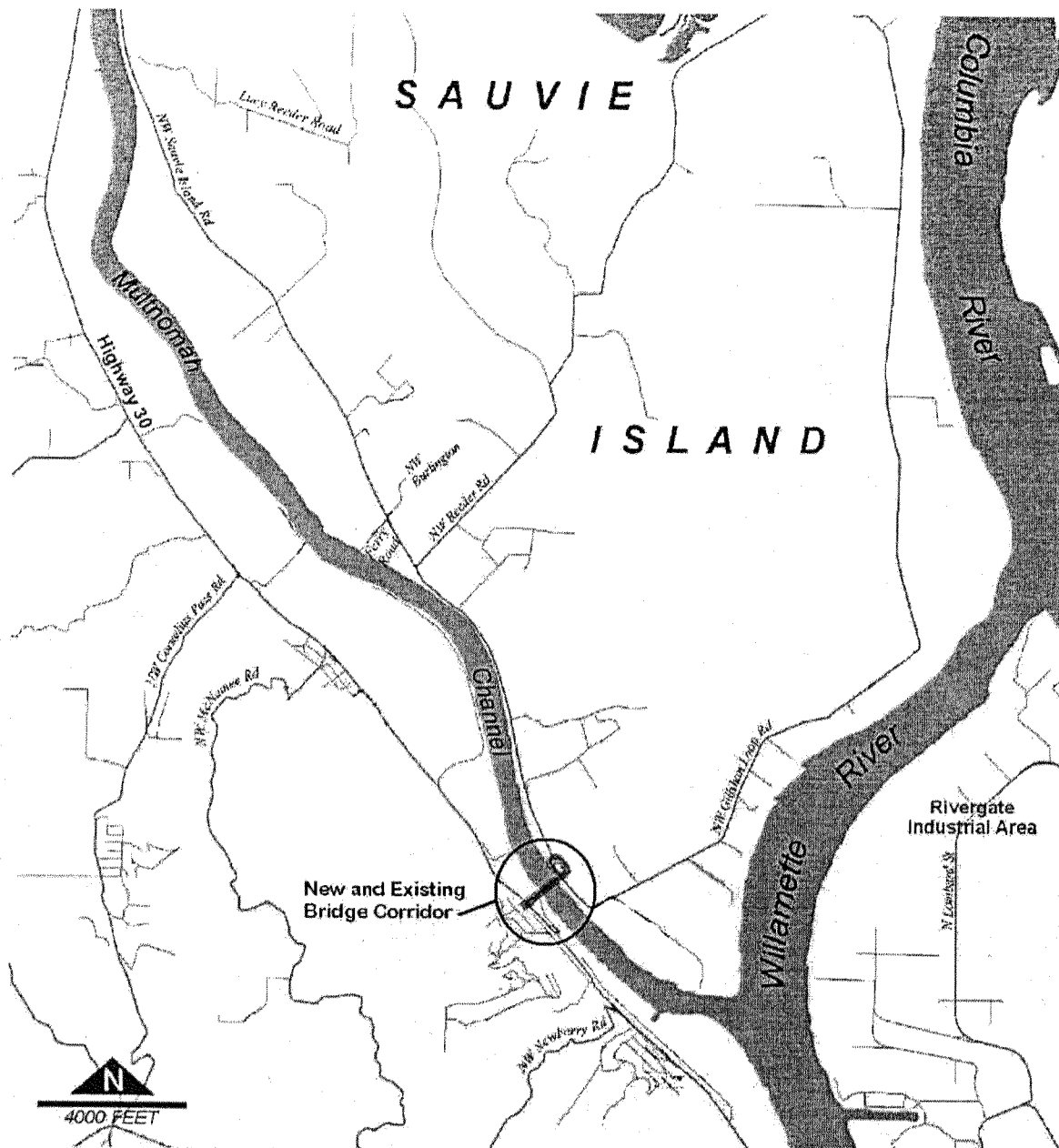


EXHIBIT "A"

ODOT Agreement # 20708

ATTACHMENT NO. 1, M C & A No. 20,708

SPECIAL PROVISIONS

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

ATTACHMENT NO. 2
STANDARD PROVISIONS
JOINT OBLIGATIONS

PROJECT ADMINISTRATION

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

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal service consultant to perform any work covered by this agreement, Agency and Consultant shall enter into a State reviewed and approved personal service contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal service contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279.051, the current State Administrative Rules and ODOT Personal Services Contracting Procedures as approved by the Federal Highway Administration (FHWA). Such personal service contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees to accept all responsibility, defend

lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR USDOT FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the US Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future US Department of Transportation financial assistance.
6. **DBE Obligations.** State and its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Agency shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Agency to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.
7. The Agency further agrees to comply with all applicable civil rights laws, rules and regulations, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
8. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of QRS 279.312, 279.314, 279.316, 279.320 and 279.555, incorporated herein by reference and made a part hereof; Title 49 CFR, Parts 26 and 90, Audits of State and Local Governments; 49 CFR Parts 18 and 24; 23 CFR Part 771; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

9. State shall submit a project funding request to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations and the Oregon Action Plan.

FINANCE

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

PROJECT ACTIVITIES

11. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
12. The party responsible for performing preliminary engineering for the project shall, as part of its preliminary engineering costs, obtain all project related permits necessary for the construction of said project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
13. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
14. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates,

check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project.

15. The State shall, as a project expense, assign a liaison person to provide project monitoring as needed throughout all phases of project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT-OF-WAY

16. State is responsible for proper acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may perform acquisition of the necessary right-of-way and easements for construction and maintenance of the project, provided Agency (or Agency's consultant) are qualified to do such work as required by the ODOT Right of Way Manual and have obtained prior approval from ODOT Region Right of Way office to do such work.
17. Regardless of who acquires or performs any of the right-of-way activities, a right-of-way services agreement shall be created by ODOT Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right-of-way, and providing oversight and monitoring. Funding authorization requests for federal right-of-way funds must be sent through the Region Right of Way offices on all projects. All projects must have right-of-way certification coordinated through Region Right of Way offices (even for projects where no federal funds were used for right-of-way, but federal funds were used elsewhere on the project). Agency should contact the Region Right of Way office for additional information or clarification.
18. State shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right-of-way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policy Act of 1970, as amended, ORS 281.060 and ORS Chapter 35, FHWA Federal Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
19. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
20. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.
21. State and Agency grants each other authority to enter onto the other's right-of-way for the performance of the project.

AGENCY OBLIGATIONS

FINANCE

22. Federal funds shall be applied toward project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
23. Agency's estimated share and advance deposit.
 - A. Agency shall, prior to commencement of the preliminary engineering and/or right-of-way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from the State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - B. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the bid. Any additional balance of the deposit, based on the actual bid must be received within 45 days of receipt of written notification by the State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within 45 days of receipt by the State of the project sponsor's written request.
 - C. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - D. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
24. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which the FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If the State approves processes, procedures, or contract administration outside the *Local Agency Guidelines*, that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
25. Costs incurred by the State and Agency for services performed in connection with any phase of the project shall be charged to the project, unless otherwise mutually agreed upon.

26. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If the State was the sole cause of the cancellation, the State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by the State or Agency, either directly or through contract services, and the State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
27. The requirements stated in the Single Audit Act must be followed by those local governments receiving \$300,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "Office of Management and Budget Circular A-133", requires local governments to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
28. Additional deposits, if any, shall be made as needed upon request from the State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the project.
29. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such invoices shall identify the project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of FAPG, 23CFR 1.11, 710, and 140. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months may not be eligible for reimbursement.
30. The cost records and accounts pertaining to work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).
31. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
- a) That right-of-way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;

b) That right-of-way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right-of-way acquisition.

c) That construction proceeds after the project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).

32. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

33. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the appropriate Region contact or Railroad & Utility Engineer. Only those costs allowable under 23 CFR 646B & 23 CFR 140I, shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of the Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, the State is under no obligation to agree to perform said duties.

UTILITIES

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

STANDARDS

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

GRADE CHANGE LIABILITY

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

CONTRACTOR CLAIMS

44. Agency shall, to the extent permitted by State law, indemnify, hold harmless and provide legal defense for the State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this agreement.

MAINTENANCE RESPONSIBILITIES

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

WORKERS' COMPENSATION COVERAGE

46. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

47. Agency certifies by signing the agreement that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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, US 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.

Paragraphs 34, 35, and 45 are not applicable to any local agency on state highway projects.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-6

Est. Start Time: 9:30 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003

Time Requested: N/A

Department: Sheriff's Office

Division: CHL Unit

Contact/s: Deputy Evalyn LaBerge

Phone: (503) 251-2481

Ext.: (503) 251-2481

I/O Address: 313/1

Presenters: Consent Calendar

Agenda Title: Distillery Liquor License Application for SKYLINE DISTILLERY, 17226 NW Skyline Blvd, Portland

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?**
Board approval of liquor license application
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
The Multnomah County Sheriff's Office has completed its investigations for the above liquor license. Assessment and Taxation reported that the address of 17226 NW Skyline Blvd is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to the liquor license for hobby only. Nothing in the background check of the owner raised any questions or concerns. With the investigation completed the Multnomah county Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the liquor License.
3. **Explain the fiscal impact (current year and ongoing).**
None.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

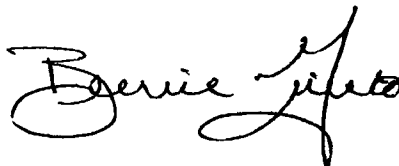
N/A

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

August 14, 2003 Board meeting.

Required Signatures:

Department/Agency Director:



Date: 08/06/03



MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

Exemplary service for a safe, livable community

BERNIE GIUSTO
SHERIFF

503 255-3600 PHONE
503 251-2484 TTY
www.sheriff-mcso.org

August 6, 2003

Board of County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, OR 97214-7355

Oregon Liquor Control Commission
9079 SE McLoughlin Boulevard
Portland, OR 97222-7355

Regarding: Skyline Distillery
17226 NW Skyline Blvd
Portland, OR 97231

Subject: Liquor License Application
Distillery

Owner: Gary A. McRobert
DOB: 03/01/55
17226 NW Skyline Blvd
Portland, OR 97231

The Multnomah County Sheriff's Office has completed its investigations for the above liquor license. Assessment and Taxation reported that the address of 17226 NW Skyline Blvd is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to the liquor license for hobby only. Nothing in the background check of the owner raised any questions or concerns.

With the investigation completed the Multnomah county Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the liquor License.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

BERNIE GIUSTO
Sheriff

From: HUFF Deborah R [deborah.r.huff@co.multnomah.or.us]
Sent: Wednesday, July 23, 2003 11:13 AM
To: LABERGE Evalyn J
Subject: RE: OLCC Application

All accounts with us are paid in full.

-----Original Message-----

From: LABERGE Evalyn J [mailto:evalyn.laberge@mcsso.us]
Sent: Wednesday, July 23, 2003 10:43 AM
To: HUFF Deborah R
Subject: OLCC Application

Please check if there are any issues with granting a Distillary License to:

Skyline Distillerys
Gary McRobert
17226 NE Skyline Blvd
Portland, OR 97231
Phone: (503) 621-3516

Mr. McRobert wishes to operate this distillery out of his home located at listed address. This is a new OLCC application.

If you have questions please contact me.

Thank-you.

Evalyn LaBerge
CHL Unit
503/251-2481

From: KIENHOLZ Don D [don.d.kienholz@co.multnomah.or.us]
Sent: Thursday, July 31, 2003 1:40 PM
To: LABERGE Evalyn J
Cc: TOKOS Derrick I; BOGSTAD Deborah L
Subject: RE: OLCC Application 17226 NW Skyline Blvd

Evalyn,

The property in question, 17226 NW Skyline Blvd, is zoned Commercial Forest Use-2. The CFU-2 zoning district does not list distilleries as an allowed use, review use, or conditional use. There is the potential for having a distillery as home occupation but such a permit has not been applied for nor is it clear it could be approved.

The owner of the property is currently applying for an accessory structure on site for holding hobby items, storage and other miscellaneous uses associated with the dwelling. They have submitted a letter Dated July 29, 2003, stating the OLCC license request is for hobby purposes only and not for commercial production or sale of liquor. Under such conditions, Land Use Planning does not object to the liquor license.

Sincerely,
Don Kienholz
Planner
Multnomah County Land Use Planning

-----Original Message-----

From: TOKOS Derrick I
Sent: Wednesday, July 23, 2003 11:24 AM
To: KIENHOLZ Don D
Subject: FW: OLCC Application

Don, please respond. You have an active case on this property for a pole building. It looks like they are trying to locate a distillery in it. Have you talked to them? A distillery is not a permitted use in the CFU-2 zone district. The only use provision in this district that they could apply under appears to be a Type B home occupation; however, it is unlikely that they could meet the approval standards, considering requirements that the activity be consistent with the character of the area and restrictions on frequency of deliveries. A Type B home occupation is a conditional use,

requiring a public hearing. An application for this use has not been filed.

Please cc me on your response and place a copy in the OLCC file that is in the lateral files next to Susan's office.

Derrick

-----Original Message-----

From: LABERGE Evalyn J [mailto:evalyn.laberge@mcsso.us]

Sent: Wednesday, July 23, 2003 11:00 AM

To: TOKOS Derrick I

Subject: OLCC Application

Please check if there are any issues with granting a Distillary License to:

Skyline Distillerys

Gary McRobert

17226 NE Skyline Blvd

Portland, OR 97231

Phone: (503) 621-3516

Mr. McRobert wishes to operate this distillery out of his home located at listed address. This is a new OLCC application.

If you have questions please contact me.

Thank-you.

Evalyn LaBerge

CHL Unit

503/251-2481

OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

BOND

PORTLAND



PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☐ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☒ Other: DIST.

ACTIONS

- ☐ Change Ownership
☒ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

Applying as:

- ☐ Individuals ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company

FOR CITY AND COUNTY USE ONLY

The city council or county commission:

MULTNOMAH County

(name of city or county)

recommends that this license be:

Granted ☒ Denied ☐

By: [Signature] (signature) 08-14-03 (date)

Name: Diane M. Linn

Title: Multnomah County Chair

OLCC USE ONLY

Application Rec'd by: HUDSON

Date: 6-13-03

90-day authority: ☐ Yes ☒ No

1. Applicant(s): [See SECTION 1 of the Guide]

① GARY A Mc ROBERT ③ _____

② SKYLINE DISTILLERY LLC ④ _____

2. Trade Name (dba): SKYLINE DISTILLERY'S

3. Business Location: 17226 NW Skyline Blvd. PORTLAND OREGON 97231
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 17226 NW Skyline Blvd. PORTLAND OREGON 97231
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503 621 1295
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes ☐ No ☒

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? ☐ Yes ☐ No Name: _____
(manager must fill out an individual history form)

10. What is the local governing body where your business is located? Multnomah
(name of city or county)

11. Contact person for this application: GARY A Mc ROBERT 503 621 1295
(name) (phone number(s))

17226 NW Skyline Blvd portland OR 97231 garymrobert@hotmail.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 5/27/03 Date _____

② _____ Date _____ ④ _____ Date _____

OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY



PORTLAND

Please Print or Type NOTE: YOU MUST ANSWER ALL QUESTIONS ON THIS FORM. IF THE QUESTION DOES NOT APPLY, WRITE N/A IN THE SPACE. ATTACH ADDITIONAL SHEETS IF NECESSARY.

- Trade Name (d.b.a.): SKYLINE DISTILLERY'S City: PORTLAND
1. Name: McRobert Gary A
(last) (first) (middle)
2. Other Names Used: _____
3. Residence Address: 17226 NW Skyline Blvd Portland OREGON 97231
(number and street) (city) (state) (ZIP code)
4. Home Phone: (503) 621 3576 Business Phone: (503) 621 12 95
5. *SSN: 540-60-2964 Place of Birth: Oregon Date of Birth: 03/01/1953 Sex: M ☒ F
(state/country) (mm) (dd) (yyyy)
6. Driver License or State ID #: 1765027 State: OREGON Spouse's name: Frances & McRobert
7. List all states, other than Oregon, where you have lived during the past ten years:
N/A
8. Do you currently hold, or have you ever held a liquor license in this or any other state? ___ Yes ☒ No
If yes, when and where? _____
9. In the past ten years, have you ever been convicted of any violation, misdemeanor or felony? (include traffic violations, if the fine was more than \$50.00) ___ Yes ☒ No
If yes, what, when and where? _____
10. Do you have any arrests or citations that have not been resolved? ___ Yes ☒ No If yes:
Arrested/Cited for: _____ Date _____ City/State/Country _____
11. If you are applying for a retail liquor license: By phone
a. Do you have any ownership interest or financial interest, direct or indirect, in any manufacturer or distributor of alcoholic beverages? ___ Yes ☒ No
If yes, what and where: N/A
b. Does any person having a financial or ownership interest in a manufacturer or distributor have an interest in, or potential claim upon your business or premises, for instance through investment, a loan, lease or contract to which you are a part either directly or indirectly? ___ Yes ___ No N/A
If yes, who? _____
12. Have you ever had a warning, violation, suspension, fine, cancellation or refusal as a licensee or service permittee, in Oregon or any other state? ___ Yes ☒ No If yes:
When: _____ Where: _____
- I understand the OLCC will use the above information to check for criminal records. I understand if my answers are not true and complete, the OLCC may deny my license application.
- Applicant Signature: Doug A McRobert Date: 5/23/03

***SOCIAL SECURITY NUMBER DISCLOSURE**

As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). The OLCC will refuse a license to any applicant or licensee who fails to provide his/her SSN. Your SSN will be used only for child support enforcement purposes unless you sign below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)). If you consent to these uses, please sign here:

Applicant Signature: Doug A McRobert Date: 5/23/03



Oregon

Theodore R. Kulongoski, Governor

Liquor Control Commission

9079 SE McLoughlin Blvd.

Portland, OR 97222-7355

(503) 872-5000

1-800-452-6522

TTY (503) 872-5013

June 27, 2003

Skyline Distilleries
Gary McRobert
17226 NW Skyline Blvd.
Portland, OR 97231

Dear Gary,

In regards to your bond requirement for a distillery license for Skyline Distilleries, Oregon Revised Statute 473.311(5) states that a distillery has a minimum bond requirement of zero. Therefore, we are not requiring a bond for your distillery license.

Please call me at 503.872.5169 if you have any questions or concerns.

Sincerely,

Dawn Harflinger
Revenue Control Coordinator
Fiscal Services Division
Oregon Liquor Control Commission

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-7

Est. Start Time: 9:30 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003
Calendar

Time Requested: Consent

Department: County Human Services

Division: Developmental Disabilities
Services Division (DDSD)

Contact/s: Patrice Botsford

Phone: 503.988.3658

Ext.: 26360

I/O Address: 166/4

Presenters: N/A

Agenda Title: Renewal of Government Revenue Contract (190 Agreement) 4600004249 with TriMet, Purchasing Transportation Services for Clients of the Developmental Disabilities Services Division

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Department of County Human Services recommends County approval of the attached Governmental Contract (non-190 Agreement) with TriMet for the period July 1, 2003 through June 30, 2004.

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

The Department of County Human Services, Aging and Disability Services Division is contracting with TriMet to provide door-to-door rides on a requirements basis for elderly clients not able to use the regular public transportation system. This contract addresses Older Americans Act rides scheduled and authorized through the District Senior Centers and does not include Medicaid Medical Transportation rides. An estimated 50% of the rides are to and from meal sites; the balance of the rides are for any other purpose identified by the rider and scheduled by ADS.

An additional contract with Radio Cab provides a back-up service when Tri-Met is unable to schedule needed rides. These two contracts draw from the same pool of funds, the

total of which is \$133,590. Payment for this contract is on a requirements basis at the rate of \$2.78 per ride. This rate is the same rate as the previous two fiscal years. Tri-Met reports the average total cost of a ride to be \$18.50, requiring a subsidy by Tri-Met of an average \$15.72 per ride. The total contract amount is up to \$133,590, a requirements funding estimate.

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

Funds for these one-way rides for FY2004 are budgeted and available from the City of Portland (70%) and the federal Older Americans Act (30%). No formal procurement process is required because Tri-Met is a quasi-governmental organization.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

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

Required Signatures:

Department/Agency Director: *Patricia K. Pate* Date: 08/01/03

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600004249

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

Amendment #: 0

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

Department: County Human Services Division: Developmental Disabilities Date: July 14, 2003
 Originator: Rex Surface Phone: 26353 Bldg/Rm: 166/4
 Contact: Tom Ochinerio Phone: 29832 Bldg/Rm: 166/4
 Description of Contract **This Intergovernmental Agreement (190) purchases transportation services for clients of the Developmental Disabilities Services Division.**

RENEWAL: ☒ PREVIOUS CONTRACT #(S): 4600003304
 RFP/BID: IGA RFP/BID DATE: _____
 EXEMPTION # _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ ORF State Cert# or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor Tri-Met Address 4012 SW 17th Avenue City/State Portland OR Zip Code 97202 Phone 503.238.4879 Employer ID# or SS# 93-0579353		Remittance Address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other	
Contract Effective Date July 1, 2003 Term Date June 30, 2004 Amendment Effect Date _____ New Term Date _____	[X] Requirements Funding Info: Original Requirements Amount \$ 1,756,183 Total Amt of Previous Amendments \$ 0 Requirements Amount Amendment: \$ 0 Total Amount of Requirements \$ 1,756,183		
Original Contract Amount \$ 0 + Requirements Total Amt of Previous Amendments \$ 0 Amount of Amendment \$ 0 Total Amount of Agreement \$ 0 + Requirements			

REQUIRED SIGNATURES

Department Manager _____	DATE <u>8/1/03</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Patrick W. Henry</u>	DATE <u>8/4/03</u>
County Chair <u>Chari</u>	DATE <u>8.14.03</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: SAP Vendor Code: 23259

Exhibit A, Rev. 03/07/03

S:\admin\Ceu\ceustartFY0304\CpuCAF\Tri-Met.doc

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-7 DATE 08-14-03
 DEB BOGSTAD, BOARD CLERK

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between TriMet (CONTRACTOR) and Multnomah County (COUNTY), pursuant to authority granted in ORS Chapter 190.

PURPOSE: The purpose of this agreement is to purchase Transportation services for people with developmental disabilities. The parties agree as follows:

1. **TERM.** The term of this agreement shall be from July 1, 2003 to June 30, 2004.
2. **RESPONSIBILITIES OF CONTRACTOR.** The CONTRACTOR agrees to provide Vocational/Employment services to people with developmental disabilities in accordance with COUNTY and State requirements for DD53 Transportation services as specified in Paragraph 12 below and as identified in Attachment A.
3. **RESPONSIBILITIES OF COUNTY.** The COUNTY agrees to compensate CONTRACTOR up to a requirements funding estimate of \$1,756,183.00 for Transportation services as specified below in **12. Additional Terms and Conditions.**
4. **TERMINATION.** This agreement may be terminated by either party upon 30 days written notice.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, COUNTY shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of COUNTY, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless COUNTY from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide nor show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
12. **ADDITIONAL TERMS AND CONDITIONS:**

A. Statement of Work.

1. CONTRACTOR shall perform the following work.

- a. **Services.** CONTRACTOR agrees to provide the Services listed below as set forth in the State 2003-2005 County Financial Assistance Contract with Multnomah County as amended from time to time, incorporated herein by reference.

Service Element Number	Service Name (Procurement Authority)	Applicable OAR/ORS	Funding Amount
DD 53	Transportation Services (IGA)	OAR 309-047-0000 through -0140, 309-049-0030 through -0225, 309-041-0550 through -0830, 309-040-0000 through -0100, 411-050-0400 through -0490, 309-046-0100 through -0230, 413-200-0301 through -0401, 416-530-0000 through -0120, 309-041-1750 through -1920 and OAR 309-041-0415.	\$1,756,183 requirements funding estimate

B. DD 53 PAYMENT TERMS: Payment Terms and Reports.**1. All Contracts Payment Terms.**

- a. **Basis of Payment.** COUNTY payment for services identified in a particular line of the contract will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the 2003-2005 State of Oregon Financial Assistance Contract with Multnomah County, based upon the sum of individual rates of clients in service at any given time and as such schedule may be amended from time to time, for services delivered under that line of the contract by CONTRACTOR during the period specified in that line, subject to the following as identified below for each service funded through this contract as applicable:
- i. Total COUNTY payment for all services delivered under a particular line of the contract shall not exceed the total funds awarded for such services as specified in the applicable line of the State of Oregon Financial Assistance Contract with Multnomah County.
 - ii. COUNTY will not pay for any units of services delivered during a particular month under a particular line of the contract in excess of the number of units specified in that line of the contract.

b. D0022-3 Local funds and Title XIX Collections for Transportation Services:

The funds subject to this special condition are subject to the following requirements:

- i. Reduction of Award:

The COUNTY may unilaterally reduce the award of funds subject to this special condition and the associated DD 53 payment rates if average monthly levels of generated FFP are not maintained.

- ii. Except as modified above, this special condition does not alter the requirements stated under Payment Procedures for DD 53 in Exhibit A of the Contract.

c. Payment Terms and Reports - All Contracts Payment Terms.

Chargeable Expenditures. CONTRACTOR may charge expenditures under this Contract only if they are:

- i. In payment for services performed under this Contract;
- ii. In payment of an obligation incurred during the Contract period;
- iii. Performed in conformance with all applicable state and federal regulations and statutes; and
- iv. Not in excess of maximum payable under this Contract.

Reporting Requirements.

- i. Reporting requirements specific to Case Rate are described below.
- ii. If required, the Annual State DHS Carryover Report is due 30 days after receipt of the forms. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.
- iii. Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports when due, may result in the withholding or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

Recovery of Funds. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from future payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after Contract 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 become delinquent, and in case of litigation, to reasonable attorney's fees.

Refunds. Any refunds to the state or federal government resulting from State (OAR 309-013-0120 through 0220) or Federal audits shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such repayments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures, or fees.

Protection against Loss or Damages. COUNTY shall have the right to withhold from payments due CONTRACTOR such sums as are necessary in COUNTY's sole opinion to protect COUNTY from any loss, damage, or claim which may result from CONTRACTOR'S failure to perform in accordance with

the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

Request for Payment. CONTRACTOR shall submit all final requests for payment or an estimate of the final requests for payments no later than July 20th or the next working day after July 20th to the COUNTY. COUNTY will not process final requests or estimates for final request for payment documents not received within the specified time and the expense shall be the CONTRACTOR'S responsibility.

Start-Up Funding. COUNTY may provide Start-Up funds for one time only expenses necessary to begin, expand or improve services. These expenses are distinct from routine operation expenses incurred in the course of providing ongoing services. Payment of Start-Up funds is subject to requirements specified in the funding award.

To receive Start-Up funds, CONTRACTOR must submit to COUNTY a line-item budget showing proposed expenditures of funds. Upon approval of the line-item budget, COUNTY may advance up to 90 percent of Start-Up funds to the CONTRACTOR depending on funding source regulations. In no case shall payment exceed start-up amount specified in Attachment A.

If awarded Start-Up funds, CONTRACTOR shall submit an expenditure report that documents actual expenditure of all funds. The expenditure report must include copies of receipts supporting the expenditures. The remaining funds may be provided upon receipt and approval of final expenditure reports, with supporting receipts, and trust deed, if applicable. The final expenditure report is due to the COUNTY 60 days after services are initiated, but no later than the last day of the contract term.

d. DDSD Special Conditions. None.

MULTNOMAH COUNTY, OREGON

TRIMET

By  8/1/03
Patricia K. Pate, Director Date
Department of County Human Services

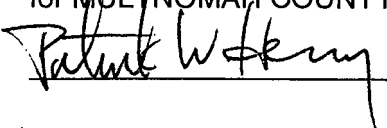
By _____
Signature Date

By  8.14.03
Diane M. Linn Date
Multnomah County Chair

Name (Please Print)

REVIEWED:
AGNES SOWLES, County Attorney
for MULTNOMAH COUNTY, OREGON

Approved as to form:

 8/4/03

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 08.14.03
DEB BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY OREGON

IGA Contract

Vendor Address

TRI MET
4012 SE 17TH AVE
PORTLAND OR 97202

Information

Contract Number 4600004249
Date 07/01/2003
Vendor No. 23259
Contact/Phone CHS DD Services /
Validity Period: 07/01/2003 - 06/30/2004
Minority Indicator: Not Identified

Estimated Target Value: 1,756,183.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>Previous contract no. 4600003304 Program contact - Rex Surface 503.988.3658 x26353</p> <p>H82500002 Transportation - Dev Disabled (USD)</p> <p>Plant: F010 Community & Family Services Requirements Tracking Number: IGA Monthly Allotment/Service Capacity/Per Client Schedule</p>	1,756,183.000	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700
Phone: (503) 988-5111

Page 1 of 1

Release Order**Vendor Address**

TRI MET
 4012 SE 17TH AVE
 PORTLAND OR 97202

Information

Release Order	4500050802
Date	07/01/2003
Vendor No.	23259
Buyer/Phone	CHS DD Services /
Validity End Date	06/30/2004
Incoterms	FOB

Ship To:

Multnomah County
 Community & Family Services
 421 SW 6th
 Portland OR 97204
 Fax: 503-988-3379

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	<p><i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments upon request.</i></p> <p><i>Previous contract no. 4600003304</i></p> <p><i>Program contact - Rex Surface 503.988.3658 x26353</i></p>				
0001	<p>H82500002 Transportation - Dev Disabled (USD) Tracking Number: IGA</p> <p>WBS: DD CLT 53 Release order against contract 4600004249 Item 00001 Monthly Allotment/Service Capacity/Per Client Schedule</p>	1,756,183.000	USD	\$ 1.0000	\$ 1,756,183.00
				Total	\$ 1,756,183.00

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-8

Est. Start Time: 9:30 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003

Time Requested: Consent Calendar

Department: County Human Services

Division: Developmental Disabilities
Services Division (DDSD)

Contact/s: Patrice Botsford

Phone: 503.988.3658

Ext.: 26360

I/O Address: 166/4

Presenters: N/A

Agenda Title: Renewal of Intergovernmental Agreement 4600004232 with City of Portland Parks and Recreation, Purchasing Vocational and Employment Services for Persons with Developmental Disabilities

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of the attached renewal IGA Contract between City of Portland (Parks & Recreation) and County Human Services – Developmental Disabilities Services Division.

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

This renewal IGA will permit the City of Portland to provide basic vocational and employment services to DDSD clients.

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

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

- 4. Explain any legal and/or policy issues involved.**
- 5. Explain any citizen and/or other government participation that has or will take place.**

Required Signatures:

Department/Agency Director:

Patricia K. Pate

Date: 08/01/03

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600004232

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

Amendment #: 0

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

Department: County Human Services Division: Developmental Disabilities Date: July 21, 2003
 Originator: Rex Surface Phone: 26353 Bldg/Rm: 166/4
 Contact: Tom Ochinerio Phone: 29832 Bldg/Rm: 166/4
 Description of Contract **This contract purchases vocational and employment services for persons with developmental disabilities.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>4600003284</u>
RFP/BID: <u>IGA</u>	RFP/BID DATE: _____
EXEMPTION # _____	
EFFECTIVE DATE: _____	EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF State Cert# _____ or <input type="checkbox"/> Self Cert <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> N/A (Check all boxes that apply)	

Contractor <u>City of Portland Parks and Recreation</u> Address <u>ATTN Nancy McKinnon/Grants</u> City/State <u>Bldg 106/1250 ATTN Nancy McKinnon</u> Zip Code _____ Phone <u>503.916.2912</u> Employer ID# or SS# <u>93-6002236</u> Contract Effective Date <u>July 1, 2003</u> Term Date <u>June 30, 2004</u> Amendment Effect Date _____ New Term Date _____	Remittance Address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other [X] Requirements Funding Info: <table border="0"> <tr> <td>Original Requirements Amount</td> <td>\$ 172,577</td> </tr> <tr> <td>Total Amt of Previous Amendments</td> <td>\$ 0</td> </tr> <tr> <td>Requirements Amount Amendment:</td> <td>\$ 0</td> </tr> <tr> <td>Total Amount of Requirements</td> <td>\$ 172,577</td> </tr> </table>	Original Requirements Amount	\$ 172,577	Total Amt of Previous Amendments	\$ 0	Requirements Amount Amendment:	\$ 0	Total Amount of Requirements	\$ 172,577
Original Requirements Amount	\$ 172,577								
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<table border="0"> <tr> <td>Original Contract Amount \$</td> <td><u>0 + Requirements</u></td> </tr> <tr> <td>Total Amt of Previous Amendments \$</td> <td><u>0</u></td> </tr> <tr> <td>Amount of Amendment \$</td> <td><u>0</u></td> </tr> <tr> <td>Total Amount of Agreement \$</td> <td><u>0 + Requirements</u></td> </tr> </table>	Original Contract Amount \$	<u>0 + Requirements</u>	Total Amt of Previous Amendments \$	<u>0</u>	Amount of Amendment \$	<u>0</u>	Total Amount of Agreement \$	<u>0 + Requirements</u>	
Original Contract Amount \$	<u>0 + Requirements</u>								
Total Amt of Previous Amendments \$	<u>0</u>								
Amount of Amendment \$	<u>0</u>								
Total Amount of Agreement \$	<u>0 + Requirements</u>								

REQUIRED SIGNATURES

Department Manager	<u>[Signature]</u>	DATE	<u>8/1/03</u>
Purchasing Manager	<u>[Signature]</u>	DATE	
County Attorney	<u>Patricia W. Henry</u>	DATE	<u>8/4/03</u>
County Chair	<u>Chair [Signature]</u>	DATE	<u>8.14.03</u>
Sheriff	_____	DATE	_____
Contract Administration	_____	DATE	_____

COMMENTS: SAP Vendor Code: 24906

Exhibit A, Rev. 03/07/03

S:\admin\Ceu\ceustartFY0304\CpuCAF\COP Parks & Recreation_CAF.doc

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-8 DATE 08.14.03
 DEB BOGSTAD, BOARD CLERK

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between the City of Portland (Parks and Recreation) (CONTRACTOR) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to purchase Vocational/Employment services for people with developmental disabilities.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2003 to June 30, 2004. This agreement may not be renewed.
2. **RESPONSIBILITIES OF CONTRACTOR.** The CONTRACTOR agrees to provide Vocational/Employment services to people with developmental disabilities in accordance with County and State requirements for DD54 Vocational/Employment services as specified in Attachment A and as described in Paragraph 12-c below.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to compensate CONTRACTOR up to a requirements funding estimate of \$172,577.00 for Vocational/Employment services as specified below in **12. Additional Terms and Conditions**, a and b.
4. **TERMINATION.** This agreement may be terminated by either party upon 30 days written notice.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide nor show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. THIS IS THE ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

a. Payment Terms and Reports - All Contracts Payment Terms

Chargeable Expenditures. CONTRACTOR may charge expenditures under this Contract only if they are:

- i. In payment for services performed under this Contract;
- ii. In payment of an obligation incurred during the Contract period;
- iii. Performed in conformance with all applicable state and federal regulations and statutes; and
- iv. Not in excess of maximum payable under this Contract.

Reporting Requirements.

- i. Reporting requirements specific to Case Rate are described below.
- ii. If required, the Annual State DHS Carryover Report is due 30 days after receipt of the forms. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.
- iii. Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports when due, may result in the withholding or reduction of payments under this Contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

Recovery of Funds. Any COUNTY funds spent for purposes not authorized by this Contract shall be deducted from future payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after Contract 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 become delinquent, and in case of litigation, to reasonable attorney's fees.

Refunds. Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or federal audits shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such repayments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures, or fees.

Protection against Loss or Damages. COUNTY shall have the right to withhold from payments due CONTRACTOR such sums as are necessary in COUNTY'S sole opinion to protect COUNTY from any loss, damage, or claim which may result from CONTRACTOR'S failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

Request for Payment. CONTRACTOR shall submit all final requests for payment or an estimate of the final requests for payments no later than July 20th or the next working day after July 20th to the Department of County Human Services (DCHS). DCHS will not process final requests or estimates for final request for payment documents not received within the specified time and the expense shall be the CONTRACTOR'S responsibility.

Start-Up Funding. COUNTY may provide Start-Up funds for one time only expenses necessary to begin, expand or improve services. These expenses are distinct from routine operation expenses incurred in the course of providing ongoing services. Payment of Start-Up funds is subject to requirements specified in the funding award.

To receive Start-Up funds, CONTRACTOR must submit to COUNTY a line-item budget showing proposed expenditures of funds. Upon approval of the line-item budget, COUNTY may advance up to 90 percent of Start-Up funds to the CONTRACTOR depending on funding source regulations. In no case shall payment exceed start-up amount specified in Attachment A.

If awarded Start-Up funds, CONTRACTOR shall submit an expenditure report that documents actual expenditure of all funds. The expenditure report must include copies of receipts supporting the expenditures. The remaining funds may be provided upon receipt and approval of final expenditure reports, with supporting receipts, and trust deed, if applicable. The final expenditure report is due to the COUNTY 60 days after services are initiated, but no later than the last day of the contract term.

b. Payment Terms and Reports – Case Rate

- i. COUNTY and CONTRACTOR shall negotiate case rates on a case-by-case basis. CONTRACTOR shall submit proposed case rates in writing to COUNTY for approval. COUNTY shall process payments by the 10th calendar day of each month. COUNTY shall adjust amounts periodically to reflect:
 - a) Increases or decreases in annual contract amounts;
 - b) Amounts of client services contributions, if applicable;
 - c) Under-utilization of contracted capacity; and
 - d) Movement of clients either into or out of services.
- ii. CONTRACTOR is required to report to the COUNTY within 72 hours any change in the status of any clients eligibility for coverage funded under case rate payments in this agreement.

c. Service Description

Employment and Community Inclusion Services (DD54) are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

PERFORMANCE REQUIREMENTS. Providers of DD54 Services funded through this Agreement must comply with OAR 309-047-0000 through 309-047-0140; as such rules may be amended from time to time.

All individuals receiving DD54 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

Vacancy Reserve Fund: The Board of Directors (or other governing authority, as applicable) of each DD54 Provider of services funded under this Agreement must define, establish, and maintain a "vacancy

reserve" fund in an amount sufficient to ensure that the Provider can continue to provide services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each DD54 Provider of services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.

Providers of DD54 services funded through this Agreement may not expend any funds received through this Agreement to cover any of the following costs arising from or related to the work of individuals receiving DD54 Services funded through this Agreement or the goods or services produced thereby: (1) the wages of individuals receiving DD54 Services funded through this Agreement; (2) other indirect labor costs; (3) supply, equipment or marketing costs; or (4) other production costs.

SPECIAL REPORTING REQUIREMENTS. Attendance Records, and Reporting Absences and Termination Services:

1. Providers of DD54 Services funded through this Agreement shall maintain daily attendance records for all individuals receiving DD54 Services funded through this Agreement, and make such records available to Department upon request. For purposes of DD54 Services, an individual shall be considered in attendance only when one of the following conditions is met:

- a. The Provider is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual shall be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in the Provider's services; or
- b. The individual is at the Provider's site, or at the individual's work site, for the days and hours specified in the individual's ISP; or
- c. The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to Provider's services; or
- d. The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family and Medical Leave Act, admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the Provider's services; or
- e. The Provider is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job development activity has been reviewed and approved by the ISP Team, as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time. Job development performed on behalf of the individual shall be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance, while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.

2. County must notify Department when an individual enrolled in DD54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration,

or admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center.

Information required in this section must be reported, in accordance with procedures designated by Department, to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit, no later than five (5) days after the first day of the individual's absence.

3. An individual enrolled in CPMS in DD54 Services must be reported in CPMS as terminated from a Provider's 00 54 Services, when the individual is not in attendance as defined in this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that Provider's services.

Employment Outcomes Systems (EOS): Providers of DD54 Services funded through this Agreement shall submit reports, as part of the Department's Employment Outcomes System (EOS), that include data that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by Department.

Direct Care Staff Wages and Turnover. Providers of DD54 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

PAYMENT PROCEDURES. Basis of payment: Department payment for DD54 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD54 Services delivered (services will only be considered delivered to individuals "in attendance" as described above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all DD54 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD54 Services as specified in the that line of the Financial Assistance Award.
2. If a unit of DD54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.
3. Department will not pay for any units of DD54 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. Department is not obligated to pay for any DD54 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
5. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD54 Services, Department will not pay any rate specified in the Developmental Disability

Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD54 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD54 Service capacity that is not utilized, as opposed to the normal DD54 Services payment methodology, which provides only for payment for DD54 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD54 Service capacity in order to ensure the availability of DD54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD54 Service capacity in service element DD57 (DD Special Projects, Start-Up).

MULTNOMAH COUNTY REQUIREMENTS. PERFORMANCE REQUIREMENTS

Final payment will reconcile any discrepancies between payments and CPMS data that may have occurred during the fiscal year.

No supported employment site shall exceed eight individuals without written consent from COUNTY Employment Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level that maximizes integration, independence and productivity.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team and approved by the Employment Program Development Specialist.

CONTRACTOR will provide a report once each quarter of the number of service hours provided weekly to each consumer during a specified 30-day period during that quarter. COUNTY Employment Development Specialist will provide forms with specified reporting period.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

When a CONTRACTOR declines to serve an individual after review of a referral packet, CONTRACTOR must provide written notification to the Employment Program Development Specialist explaining in reasonable detail why the individual cannot be served. If the individual's disability/disabilities is/are a factor in CONTRACTOR'S decision not to serve the individual, the written notification must explain in detail which essential job function(s) the individual is unable to perform even with reasonable accommodation. This notification must be provided within 30 days of receipt of referral packet.

CLOSURE. For employment and alternative to employment services that do not involve a host employer or site, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Employment Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential caregivers of developmental disabilities service recipients regarding in-service closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential caregivers of Developmental Disabilities service recipients, as well as the COUNTY Employment Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Employment Program Development Specialist for any proposed full day or part day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that Portland Public Schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

INDIVIDUAL/SLOT MOVEMENT. CONTRACTOR will allow an individual to exit with funding based on the following procedure:

1. Individual and his/her guardian express a desire to be served elsewhere;
2. ISP team majority decision supports this choice; (for the purpose of this vote, the following ISP team members receive one vote: the individual or advocate, family member, residential provider representative, vocational provider representative and service coordinator -- a total of five votes possible.)

Any member of the ISP team may appeal the decision to allow an individual to exit with funding. The appeal must be made in writing to the Multnomah County Developmental Disabilities Services Division Director. Appeal procedures will comply with Oregon Administrative Rule 309-047-0070.

CONTRACTOR may subcontract for no more than 30 days. All subcontract arrangements must purchase a similar service from a qualified vendor, receive ISP Team approval and be approved in writing by the COUNTY Employment Program Development Specialist.

UNEMPLOYMENT. CONTRACTOR agrees to participate in ISP team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing employment or alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

1. Options to be provided during periods of unemployment;
2. Clear delineation of ISP team member roles;
3. Amount of contact by CONTRACTOR during periods of employment; (Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);

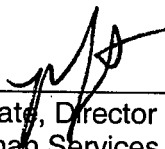
4. Timelines for implementation of the unemployment plan;
5. Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for the person during periods of unemployment, unless agreed upon by the ISP team and approved by the Employment Program Development Specialist.

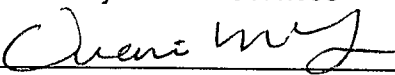
If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and funding to another contractor. COUNTY reserves the right to retain funding during this 60-day period.

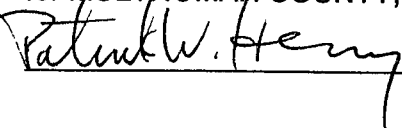
d. DDSD Special Conditions – None

MULTNOMAH COUNTY, OREGON

By  8/1/03
 Patricia K. Pate, Director
 County Human Services
 Date

By  8-14-03
 Diane M. Linn
 Multnomah County Chair
 Date

REVIEWED:
 AGNES SOWLE, County Attorney
 for MULTNOMAH COUNTY, OREGON

 8/4/03

CITY OF PORTLAND

By _____
 Signature _____ Date _____

 Name (Please Print)

Approved as to form:

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-8 DATE 08-14-03
 DEB BOGSTAD, BOARD CLERK



IGA Contract

Vendor Address

PORTLAND CITY OF PARKS & REC
ATTN NANCY MCKINNON/GRANTS
106/1250 ATTN NANCY MCKINNON

Information

Contract Number 4600004232
Date 07/01/2003
Vendor No. 24906
Contact/Phone CHS DD Services /
Validity Period: 07/01/2003 - 06/30/2004
Minority Indicator: Not Identified

Estimated Target Value: 172,577.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p><i>Previous contract no. 4600003284</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i></p> <p>H30000014 Employ & Alt Service - Dev Disabled(USD)</p> <p>Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Monthly Allotment/Case Rate/Per Client Schedule</i></p>	172,577.000	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700
Phone: (503) 988-5111

Page 1 of 1

Release Order**Vendor Address**

PORTLAND CITY OF PARKS & REC
 ATTN NANCY MCKINNON/GRANTS
 106/1250 ATTN NANCY MCKINNON

Information

Release Order	4500050766
Date	07/01/2003
Vendor No.	24906
Buyer/Phone	CHS DD Services /
Validity End Date	06/30/2004
Incoterms	FOB

Ship To:

Multnomah County
 Community & Family Services
 421 SW 6th
 Portland OR 97204
 Fax: 503-988-3379

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	<p><i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments upon request.</i></p> <p><i>Previous contract no. 4600003284</i></p> <p><i>Program contact - Rex Surface 503.988.3658 x26353</i></p> <p>H30000014 Employ & Alt Service - Dev Disabled(USD) Tracking Number: IGA</p> <p>WBS: DD CLT 54 Release order against contract 4600004232 Item 00001 <i>Monthly Allotment/Case Rate/Per Client Schedule</i></p>	172,577.000	USD	\$ 1.0000	\$ 172,577.00
				Total	----- \$ 172,577.00 -----

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: C-9

Est. Start Time: 9:30 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003

Time Requested: Consent Calendar

Department: County Human Services

Division: Aging and Disability
Services Division (ADSD)

Contact/s: Mary Shortall

Phone: 503-988-3770

Ext.: 83770

I/O Address: 166/3

Presenters: N/A

Agenda Title: Renewal of Revenue Agreement 0410475 with the State of Oregon Seniors and People with Disabilities, Providing Funding for Aging and Disability Services Division Planning and Administration, Long Term Care for Persons with Disabilities, and Contracted Community Services

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

Approval of the attached renewal Revenue Agreement between the State of Oregon, Seniors and People with Disabilities and County Human Services – Aging and Disability Services Division.

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

This is the FY 03-05 biennial agreement with the State of Oregon that contains Federal Older Americans Act and Medicaid (Title XIX) funds and State General Funds (Oregon Project Independence). These specifically fund services provided by Multnomah County

as the designated Area Agency on Aging (AAA). As the AAA, the County oversees the planning and implementation of an Area Plan for a comprehensive and coordinated service delivery system.

This Agreement transmits allocated amounts of State and Federal funds to continue services for elders and persons with disabilities. Services include planning, coordination, advocacy, long-term care, community services, adult care home licensing, Public Guardian and Conservatorship, and other services that benefit elders and persons with disabilities.

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

Funds from this Agreement are budgeted in the adopted FY 04 County Budget. This Revenue Agreement provides a total of \$24,509,022.00 for the FY 03-05 biennium. These funds will be used in both FY 04 and FY 05 to support the service contracts which together implement the Area Plan.

4. Explain any legal and/or policy issues.

This Agreement funds the Annual Plan for services for elders and persons with disabilities who live in Multnomah County.

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

Elders in Action and Disability Services Advisory Council (DSAC) have approved the annual plan and will continue to review service usage and service delivery.

Required Signatures:

Department/Agency Director: *Patricia K. Pate* Date: 08/05/03

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

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

Contract #: **0410475**

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

Amendment #: **0**

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

Department: County Human Services Division: Aging and Disability Services Date: August 4, 2003
 Originator: Mary Shortall Phone: 83770 Bldg/Rm: 166/3
 Contact: Brian Smith Phone: 26714 Bldg/Rm: 166/7
 Description of Contract: **Provides funding for ADSD planning and administration, long term care for persons with disabilities, and contracted community services.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>0010515</u>
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION # _____	
EFFECTIVE DATE: _____	EXPIRATION DATE: _____ ORS/AR #: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF State Cert# or <input type="checkbox"/> Self Cert <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> N/A (Check all boxes that apply)	

Contractor <u>State of Oregon</u> <u>Seniors and People with Disabilities</u>	
Address <u>500 Summer Street NE, E10</u>	Remittance Address _____
City/State <u>Salem, OR</u>	(If different) _____
Zip Code <u>97301-1076</u>	Payment Schedule / Terms
Phone <u>503-947-5476</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Employer ID# or SS# <u>N/A</u>	<input checked="" type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Contract Effective Date <u>July 1, 2003</u> Term Date <u>June 30, 2005</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Amendment Effect Date _____ New Term Date _____	<input type="checkbox"/> Requirements Funding Info:
Original Contract Amount \$ <u>24,509,022.000</u>	Original Requirements Amount \$ _____
Total Amt of Previous Amendments \$ <u>00</u>	Total Amt of Previous Amendments \$ _____
Amount of Amendment \$ <u>00</u>	Requirements Amount Amendment: \$ _____
Total Amount of Agreement \$ <u>24,509,022.00</u>	Total Amount of Requirements \$ _____

REQUIRED SIGNATURES

Department Manager [Signature] DATE 8/5/03
 Purchasing Manager _____ DATE _____
 County Attorney Patrick W. Henry DATE 8/6/03
 County Chair [Signature] DATE 8-14-03
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS: Customer Number 200653

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS



Oregon

Theodore R. Kulongoski, Governor

Department of Human Services

Administrative Services

Contracts and Procurement Unit

500 Summer Street NE, E03

Salem, OR 97301-1080

(503) 945-5818

Purchasing Fax (503) 373-7365

Contracts Fax (503) 373-7889

TTY (503) 945-5928

Contract Number: 106319

RECEIVED
JUN 25 2003
GENERAL COUNSEL
DEPT. OF JUSTICE
SALEM, OREGON

(DHS)

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and electronic format. To request an alternate format call the State of Oregon, Department of Human Services, Office of Contracts and Procurement at (503) 945-5818 or TTY (503) 945-5928.

STATE OF OREGON COUNTY CONTRACT FOR PURCHASE OF SERVICES

This Contract is between the State of Oregon acting by and through its Department of Human Services, hereinafter referred to as Department, and

**Multnomah County
Aging and Disability Services Department
421 SW Sixth Avenue, Third Floor
Portland, Oregon 97204**

a political subdivision of the State of Oregon, hereinafter referred to as CONTRACTOR.

Work to be performed under this Contract relates principally to the DHS'

**Seniors and People with Disabilities ("SPD")
Contract Administrator: Lee Girard or delegate
500 Summer Street NE, E10
Salem, OR 97301-1076
Phone: 503-0661229 Fax-373-7902**

"Assisting People to Become Independent, Healthy and Safe"
An Equal Opportunity Employer

1. Effective Date and Duration

This Contract shall become effective on the later of (i) July 1, 2003, or (ii) the date this Contract is fully executed and approved as required by applicable law. Unless terminated earlier in accordance with its terms or extended, this Contract shall terminate on the earlier of (i) the date Department accepts CONTRACTOR's completed performance, or (ii) June 30, 2005, whichever date occurs first. Termination shall not extinguish or prejudice Department's right to enforce this Contract in accordance with its terms.

2. PURPOSE.

CONTRACTOR shall provide services to senior and disabled individuals in the State of Oregon, in cooperation with DEPARTMENT.

3. Contract Documents; Order of Precedence.

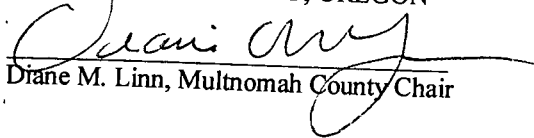
This Contract consists of the following documents, which are listed in descending order of precedence:

- | | |
|---------------|---|
| Exhibit A: | Definitions |
| Exhibit B-1: | Older Americans Act/Oregon Project Independence - Statement of Work |
| Exhibit B-2: | Medicaid Statement of Work |
| Exhibit C: | Payment and Financial Reporting |
| Exhibit D: | Special Terms and Conditions |
| Exhibit E: | Standard Terms and Conditions |
| Exhibit F: | Required SubCONTRACTOR Provisions |
| | |
| Attachment 1: | Allocated Funds, Contracted Funds & Transfers dated June 3, 2003 |
| Attachment 2: | Proposed Budget Resources dated June 18, 2003 |

[Remainder of page intentionally blank - signatures appear on following page]

SIGNATURES:


BOARD OF COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Diane M. Linn, Multnomah County Chair

8-14-03
Date

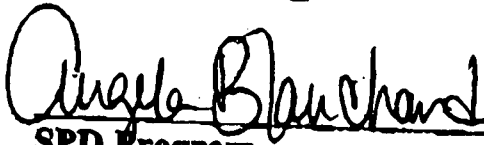

Department of Human Services
Authorized Signature

RE
JUL 01 2003
Date CONTRACTS AND


APPROVED as to LEGAL SUFFICIENCY
Assistant Attorney General

W25 June 2003
Date


REVIEWED BY:


SPD Program

6-25-03
Date


DEPARTMENT Contract Coordinator

7-1-03
Date

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY
BY 
ASSISTANT COUNTY ATTORNEY
DATE 6/27/03

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 08-14-04
DEB BOGSTAD, BOARD CLERK

Exhibit A
General Program Definitions

General Program Definitions

See applicable state and federal guidelines, rules, regulations, and statutes.

Exhibit B-1:
Older Americans Act/Oregon Project Independence:
The Contract Work

OLDER AMERICANS ACT

Planning

As the designated Area Agency on Aging ("AAA"), the CONTRACTOR is required to develop and maintain an Area Plan for a comprehensive and coordinated service delivery system. CONTRACTOR must submit its Area Plan to DEPARTMENT for review and approval, and DEPARTMENT may condition payments on such review and approval.

Functions

CONTRACTOR shall include in its Area Plan:

- Assessment of the extent of needs of older adults;
- A methodology for prioritizing services;
- Assurance that older persons have reasonably convenient access to information and referral services;
- A description of how the CONTRACTOR will show preference to delivery of service to those with the greatest social and economic need;
- Coordination with other federal and state programs in the community;
- A process for involving the senior advisory council in assessing needs and prioritizing services;
- A process for soliciting and incorporating public input into the planning process; and
- Review and approval of the plan by the CONTRACTOR governing board.

Management Control Functions

The CONTRACTOR shall establish policies and procedures to accomplish program goals, including:

- Policies and procedures describing fiscal functions, financial management principles and accounting practices;
- Policies for allocating direct and indirect expenses to grants, converting line item expense to specific services and management oversight of financial transactions;

- A detailed annual budget of projected revenue and expenses, a general ledger that sets forth accounting of all grant incomes, in-kind income, program income, other cash match income and related expenses by categorical grant;
- Procedures and schedules for contracting with providers for services provided under this agreement;
- Staffing functions and plan that includes, at a minimum, a qualified Director, a full or part-time bookkeeper and clerical support, plus any additional staff needed to provide outreach and case management services. The staff plan will include identifying numbers and types of positions, position descriptions with minimum qualifications and salaries; and
- Organizational chart depicting the lines of authority and internal functions and responsibilities.

Support Services

Service Description

The CONTRACTOR may choose to provide any of the following supportive services, as detailed in its DEPARTMENT-approved Area Plan:

- Home care, personal care, chore
- Adult day care and respite
- Case management, case monitoring, counseling, geriatric assessment and placement services
- Transportation and assisted transportation
- Legal assistance
- Information and assistance, screening, outreach, public outreach/education and gatekeeper training
- Home repairs/modifications and housing assistance
- Home health and registered nurse services
- In-home volunteers and volunteer opportunities
- Friendly visiting and telephone reassurance
- Interpreting/translation
- Newsletter
- Senior center assistance and center renovation/acquisition
- Utility assistance and money management

Nutrition Services

The CONTRACTOR shall conduct nutrition risk screening for all individuals participating in nutrition services programs.

Nutrition Services Incentive Program

Cash in lieu of commodities disbursements shall only be used by the CONTRACTOR to purchase United States agricultural commodities and other goods for their nutrition projects.

Congregate Nutrition Services

The CONTRACTOR shall establish and operate nutrition project(s) which, five (5) or more days a week (except in rural area where such frequency is not feasible and a lesser frequency is approved by the DEPARTMENT), provide at least one hot or other appropriate meal per day and any additional meals which the CONTRACTOR may elect to provide. This service shall be provided in congregate settings and may include nutritional education services and other appropriate nutrition services for older individuals.

Home Delivered Nutrition Services

The CONTRACTOR shall establish and operate nutrition project(s) which, five (5) or more days a week (except in rural area where such frequency is not feasible and a lesser frequency is approved by the DEPARTMENT), provide at least one home delivered hot, cold, frozen, dried, canned or supplemental foods

Health Promotion/Disease Prevention Services

The CONTRACTOR shall provided disease prevention and health promotion services and information at multipurpose senior centers, at congregated meal sites, through home delivered meals programs, or at other appropriate sites. To the extent possible, the CONTRACTOR shall assure that services provided by other community organizations and agencies are used to carry out this provision.

Service Description

The CONTRACTOR may provide the following services, as detailed in the DEPARTMENT approved Area Plan:

- Health/nutrition screening
- Exercise or physical fitness
- Wellness education
- Mental health services
- Medical equipment and health equipment loans
- Medical alert
- Medication management

Family Caregiver Support Program

The CONTRACTOR shall provide a multifaceted system of support services for family caregivers of individuals 60 years of age and older and for grandparents or older individuals who are relative caregivers of children under 18 years of age.

Service Description

The CONTRACTOR may provide the following services, as detailed in the DEPARTMENT approved Area Plan:

- Information to caregivers about available services;
- Assistance to caregivers in gaining access to services;
- Individual counseling, organization of support groups, and caregiver training to caregivers to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
- Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and
- Supplemental services, on a limited basis, to complement the care provided by caregivers.

Elder Abuse Prevention

The CONTRACTOR shall conduct activities to develop, strengthen, and carry out programs for the prevention and treatment of elder abuse, neglect and exploitation.

Service Description

The CONTRACTOR may provide the following services, as detailed in the DEPARTMENT approved Area Plan:

- Public education and outreach to identify and prevent elder abuse, neglect and exploitation;
- Coordination of services with the State adult protection service program, State and local law enforcement systems, and courts of competent jurisdiction;
- Development of information and data systems quantifying the extent of elder abuse, neglect and exploitation;
- Analyses of information concerning elder abuse, neglect and exploitation and identifying unmet service, enforcement or intervention needs;
- Training individuals, professionals and paraprofessionals on the identification, prevention and treatment of elder abuse, neglect and exploitation;
- Technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect and exploitation;
- Training on the topics of self-determination, individuals rights, confidentiality and other topics related to elder rights; and
- Promoting the development of elder abuse, neglect and exploitation systems.

Program Requirements

Required Funding Percentages

1. III-B – Support Services: Minimum percentage of current allocation (does not include transfers between III-B and III C-1 & C-2).
 - **18%** for Access Services – includes transportation, outreach, information & assistance, screening and case management.
 - **3%** for Legal Services
 - **3%** for In-Home Services – includes home care, personal care, friendly visiting, telephone reassurance, chore, coordination of in-home volunteers, respite services, and case monitoring.
 - CONTRACTOR may request waiver from Department to fund less than the minimum required.
2. III-D – Health Promotion/Disease Prevention: Minimum of **23.6%** to Medication Management.

3. III-E – Family Caregiver Support Program: A maximum of **20%** can be allocated to Supplemental Services

Administrative Funding Requirements

1. Maximum of **10%** overall for Title III. Can only be allocated from III-B, III-C-1, III-C-2 and III-E.
2. To fund AAA Program Coordination and Program Development the CONTRACTOR must fund the full **10%** in administration. This is a federal requirement to deter AAAs from funding coordination and development in lieu of administration to avoid the higher administrative match requirement.

Matching Funds Requirements

CONTRACTOR must provide matching funds. The Older Americans Act requires that federal funds cover only 75% of the cost of administration and Title III-E and only 90% of other program costs.

1. Minimum match of **25%** required for administration expenditures for III-B, III-C-1 and III-C-2.
2. Minimum match of **10%** required for program expenditures for III-B, III-C-1, III-C-2 and III-D.
3. Minimum match of **25%** required administration and program expenditures for III-E.

4. Approved methods for calculating match amount:

➤ Divide federal expenditure amount by 100% minus the match percentage to get the total funding requirement. Then subtract the expenditure amount from total to get the required match amount.

➤ Example:

\$10,000	OAA administrative expenditure
<u>/ .75</u>	100% minus admin. match %
\$13,333	Total budgeted expenditure
<u>-10,000</u>	OAA expenditure
\$ 3,333	Local match requirement

➤ An alternative method is to multiply the allocation amount by one of the following percentage amounts to estimate the match. This method will slightly over-calculate the match requirement.

Administration and III-E: 33.4%

Program:

Note that administrative match on \$10,000 would be \$3,400 using this method.

Maximum fund transfer percentages

1. Up to 40% between III-C-1 and III-C-2.
2. Up to 30% between III-B and III-C.
3. May request a waiver from the State to exceed these maximum limits.

Specific Authorizing Statute

- Older Americans Act Titles III and VII
- 45.CFR 1321.1 – 45.CFR 1321.83

Performance Measures

CONTRACTOR shall report, and make progress towards improvement in:

- The number of clients and/or the client to service unit ratio;
- The percentage of frail clients served under the Older Americans Act;
- The percentage of funds transferred between Title III B, Title III C-1 and Title III C-2;
- The percentage of minority clients served under the Older Americans Act;
- The percentage of low-income clients served under the Older Americans Act; and
- The percentage of rural clients served under the Older Americans Act.

OREGON PROJECT INDEPENDENCE

Service Description

The CONTRACTOR may provide the following authorized services, as described in OAR 411-032-0000 and 411-032-0044:

- Home care;
- Chore;
- Assisted transportation;
- Home health;
- Personal care;
- Adult day care;
- Respite;
- Case management;
- Registered nursing services;
- Home delivered meals; and

- Other services as authorized by the DEPARTMENT.

Eligibility Requirements

- Be 60 years of age or older or be under 60 years of age and diagnosed with Alzheimer's or a related dementia;
- Not be receiving financial assistance or Medicaid; except Food Stamps, Qualified Medicaid Beneficiary or Supplemental Low Income Medicaid Beneficiary Programs;
- Meet the requirements of the Long-Term Care Services Priority Rule, OAR Chapter 411-Division 15; and
- Be residing in or returning to their own home.

Program Requirements

The CONTRACTOR shall have a DEPARTMENT approved Area Plan which contains the following:

- The types and amounts of authorized services to be offered;
- The costs of these services;
- How the CONTRACTOR will ensure timely response to inquiries for services;
- How clients will receive initial and ongoing periodic screening for other community services, including Medicaid;
- How eligibility will be determined;
- How the services will be provided;
- The policy for prioritizing OPI service deliver;
- The policy for denial, reduction or termination of services;
- The policy for informing clients of their right to grieve adverse eligibility and/or service determination decisions or consumer complaints;
- How fees for services will be developed, billed, collected and utilized;
- The policy for addressing client non-payment of fees, including when exceptions will be made for repayment and when fees will be waived; and
- How service providers will be monitored and evaluated.

Specific Authorizing Statutes and Rules

- Oregon Revised Statutes (ORS) 410.410 to 410.810
- Oregon Administrative Rules (OAR) 411-0320-0000 to 411-032-0044

Performance Measures

CONTRACTOR shall report, and make progress towards improvement in:

- The percentage of OPI cases with client fees calculated accurately;
- The percentage of client fees billed appropriately;
- The percentage of cases reassessed annually or more often; and
- The cost per service unit.

Exhibit B-2
Medicaid: The Contract Work

MEDICAID FOR THE AGED, BLIND AND DISABLED

Service Description:

Programs administered under the Oregon Supplemental Income Program (OSIP). Supplemental Security Income (SSI) Program is a means tested program for those 65 and older or those under 65 who have been determined disabled by Social Security Administration (SSA) criteria. Eligibility for this OSIP qualifies the client for Medicaid. Medical benefits are provided through enrollment in a managed health care system or on a fee for service basis.

Clients receiving services under the home and community based care waiver have an income standard of up to 300% of SSI to be eligible. Oregon Health Plan (OHP) serves low-income Oregonians with income under the poverty level and such clients do not have to meet the age or disability restrictions.

The Qualified Medicare Beneficiary Program offers limited coverage for Medicare recipients who have income at or below 100% of the poverty level. Coverage is limited to reimbursement of the Part B Medicare premium and coverage of the annual deductible for Part A and B co-insurance charges on covered Medicare services. Special Low Income Medicare Beneficiary Programs offer reimbursement of the part B premium only and are based on three formulas using income percentages between 101% and 135% of the poverty level.

Specific Authorizing Statutes and Regulations:

SSI individuals – Oregon Administrative Rule (OAR) 461-135-0010(6) assumed eligibles for SSI

Service Clients at 300% of SSI – OAR 461-135-0750 and 461-135-0760

Oregon Health Plan – OAR 461-135-1100

Qualified Medicare Beneficiary – OAR 461-135-0730

Services to be provided

CONTRACTOR shall:

- Process intake applications and determine eligibility for Medicaid programs

- Maintain on going case load and perform yearly reviews as necessary

Performance Requirements:

CONTRACTOR shall:

- Make timely determinations of applications
- Correctly calculate eligibility requirements
- Review the potential of other programs such as Food Stamps
- Coordinate cases with the OHP central processing unit
- Enter the application information and subsequent updates and changes in the Oregon ACCESS application and integrate to the mainframe CMS system
- Code each case correctly to reflect the client's current eligibility
- Coordinate with the Medicare Buy-In Unit on cases with enrollment problems

FOOD STAMP PROGRAM

Service Description

The Food Stamp Program is a federal program based on the Department of Agriculture's Thrifty Food Plan. The intent of the program is to improve the health and well being of low-income individuals, elderly and persons with disabilities and other groups of people by providing them a means to meet their nutritional needs. Food stamps are issued via an electronic benefit called the Oregon Trail Card.

Services to be Provided

CONTRACTOR shall:

Determine eligibility for client's applying for food stamps in compliance with OAR 461-115-0651 and 7 CFR Part 210-299.

- Process applications within the mandated federal timelines.
- Screen for expedited food stamp eligibility.
- Process all food stamp applications implementing the Departments "No Wrong Door" policy for food stamp applicants.

Performance Requirements

CONTRACTOR shall maintain payment accuracy and maintain an error rate and review process as agreed upon and established by participation with The Department's Children and Family Services Quality Control /Process.

- Correctly code the Food Stamp Information System (FSMIS) for income, shelter, number in household, medical deductions and utility allowance.
- Provide a complete and accurate narration of case information entered in Oregon ACCESS.
- Update all changes provided by the client in the FSMIS system in a timely manner.
- Maintain records in compliance with OAR 166-300-0010 through OAR 166-300-0030.

CASE MANAGEMENT

Case Management Service Description for Title XIX (Oregon Supplemental Income Program Medicaid (OSIPM))

CONTRACTOR shall:

Provide Case Management is to ensure eligible clients access to appropriate long-term care programs administered by the Department's Seniors and People with Disabilities (SPD). Case managers assist clients with coordination of available services, service providers and health care resources. Current recipients of OSIPM who reside in their own home and are 18 years of age and Temporary Assistance for Needy Families (TANF) eligible adults who would otherwise need nursing facility placement may be eligible. Service eligibility is determined by the Priority of Service Rule 411-Division 15.

Community Based Services

Community-Based Services refers to licensed Adult Foster Homes, Residential Care Facilities, Assisted Living Facilities and Specialized Living Facilities and In-Home Services.

Services to be Provided

CONTRACTOR shall:

- Determine Financial eligibility for OSIPM Service Eligibility.
- Assess holistically the individual care needs using the Client Assessment/Planning System (CA/PS).
- Develop a plan of care with the participation of the client or client's representative using the CA/PS system.
- Implement the plan of care ensuring the least restrictive, most cost effective plan.

- Make appropriate referrals for Contract RN Services (OAR 411-030-0050(b) & (c).
- Provide ongoing monitoring and reassessment of client needs as necessary, no less than annually.
- Provide assistance to the client with obtaining service providers.

In addition to the assessment, care plan coordination and implementation there may be additional case management needs as follows:

- Risk Intervention Services
- Adult Protective Services

Performance Requirements

CONTRACTOR shall:

Ensure -

- Clients have current assessments in CA/PS.
- CA/PS is updated whenever there is a change in the client's needs.
- CA/PS reassessments are performed no less than annually.
- Provider has competency to provide care (waiver) and has a criminal record clearance (OAR 411-009-0015).
- Requests for services are determined within 45 days of the request for services.
- Case Managers document the clients preferences and goals in the CA/PS System.
- The client is provided choice of living situation within the Department's payment limitation standards and has the right to a fair hearing if this right is denied.
- The case file contains a signed client choice form (914).
- Assess and utilize cost effective medical equipment, assistive devices and housing accommodations (OAR 411-030-0070(5)).
- Coordinate with medical providers, Exceptional Needs Care Coordinator (ENCC).
- Calculate correct client contribution amount for all living settings and ensure client contribution amount is paid each month.

Exceptional Payments

Authorization for payment over the amount cited in the Exception Rule must be

prior authorized at SPD Central Office (OAR411-Division 27)

Case Management for Nursing Home Clients

Case management is a service to ensure eligible clients access to appropriate long-term care programs administered by SPD. For nursing home clients case management includes: plan development, plan implementation, monitoring, reassessment and appropriate relocation activities.

Services to be Provided

CONTRACTOR shall:

Ensure -

- Determine financial eligibility for OSIPM Service Eligibility.
- Assess holistically the individual's care needs using the Client Assessment/Planning System (CA/PS) – at initial facility placement, a Private Admission Screening (PAS) assessment must be conducted, followed by the case manager's Title XIX assessment.
- Develop a Plan of Care with the participation of the client or the client's representative using the CA/PS system.
- Provide ongoing monitoring and reassessment of client's needs as necessary, no less than annually.
- Implement diversion and relocation activities with appropriate clients to ensure the least restrictive, most cost effective plan of care for the client.

Performance Requirements

CONTRACTOR shall:

Ensure --

- Clients have current Title XIX assessment in CA/PS.
- CA/PS is updated whenever there is a change in the client's needs.
- CA/PS reassessments are performed yearly for service eligibility.
- Case Managers document the clients preference and goals in the CA/PS system.
- Monitor the progress of the client and when there is a relocation plan, assist the client in relocation to a community based living situation that reflects the client's choice and is in keeping with the Departments payment standards.
- Calculate correct client contribution amount.
- Use approved SPD forms.

- If the client is incapable of managing personal incidental funds (PIF), find a delegate or delegate the facility if necessary (OAR 411-070-0095(9)(c)).
- Review PIF expenditures quarterly and ensure appropriate expenditures (OAR 411-070-0095(9)(a)).

ADULT PROTECTIVE SERVICES

Service Description

SPD has responsibility to provide Adult Protective Services (APS) to aged, blind or disable individuals 18 years of age or older. The intent of the program is to provide protection and intervention on behalf of those adults who are unable to protect themselves from harm or neglect. (OAR 411-020-0000(1)). These services are provided by APS staff in local offices, in conjunction with other agencies and with law enforcement as appropriate. Residents have the right to be free from mental and physical abuse and be assured that no chemical or physical restraints will be used except on order of a physician. Residents also have the right to be treated with respect and dignity and assured complete privacy during treatment and when receiving personal care. (ORS 441.605)

Services to be Provided

CONTRACTOR shall:

Protective Services to residents of the community as well as to residents of licensed facilities who are alleged to be victims of “abuse” as defined in Oregon Administrative Rule. These services are offered without regard to income. Specific exceptions include clients receiving case management services from Mental Health and Developmental Disabilities. These clients will receive appropriate Protective Services from those entities. Certain Nursing Facilities will be investigated by the Client Care Monitoring Unit. Depending upon the site of the alleged abuse or alleged perpetrator characteristics, certain cases will be referred to the Oregon Health Division, the Oregon State Police, the Veterans’ Administration, the Oregon State Board of Nursing or the Board of Medical Examiners.

Specific authorizing statutes include:

- General Adult Protective Services: ORS 410.070(1)(k)
- Alleged Abuse in Adult Foster Homes: ORS 443.767
- Alleged Abuse in Residential Care Facilities: ORS 443.435

- Alleged Abuse in Nursing Facilities: ORS 441.640, 441.650
- Alleged Abuse in Room and Board Facilities: ORS 443.500
- Alleged Elderly Abuse: ORS 124.055, 124.070

Performance Requirements

CONTRACTOR shall:

Ensure -

APS staff will use required SPD forms and systems to document investigations. APS staff will initiate and complete investigations within the mandated timelines required by Federal and State Statute and Oregon Administrative Rule and conduct investigations according to the specific authorizing statute.

- Form SPD 723 N is used to document Nursing facility investigations.
- Form SPD 723 and 723A are used to document community-based facility investigations.
- Community-based non-facility investigations are to be completed on the Oregon Access System.
- Cases referred to CCMU for investigation require the completion of a screening form and a preliminary 723.
- Cases referred to law enforcement for investigation will include a non-confidential copy of the investigation report.
- Screen complaints to determine a match to eligibility criteria and secure information to determine a reasonable level of intervention to ensure protection of the adult identified as at risk.
- In every instance where screening suggest a person may be a victim of abuse or neglect, conduct an assessment and /or investigation.
- In conducting a facility investigation provide an opportunity for the complainant or designee to accompany the investigator to the site of the alleged violation.
- Conduct an unannounced site visit, gather all available evidence and observe physical circumstance relevant and material to the complaint, interview available witnesses that have been identified as having personal knowledge relevant to the complaint, advance reports indicating the need for sanction to the appropriate office for corrective action immediately upon completion of the investigation, arrange for immediate protection and direct the provider to correct any substantiated problem immediately.
- Immediately notify the Client Care Monitoring Unit (CCMU) when an investigation reveals issues indicative of facility-wide problems in Nursing Facilities or Residential Care Facilities (OAR 411-020-0040(4)).
- For all protective services, immediately notify law enforcement if there is a reason to believe

a crime has been committed; access to the alleged abused person has been denied; police escort is advisable due to clear and present danger to the worker; or photographic evidence is needed (OAR 411-020-0040(4)(c)).

- Counsel the individual at risk and/or the person's family or significant other(s) or the community, assist in arranging for appropriate services or alternate living situation, assist in linking the person to medical, legal or other needed services.
- Provide advocacy where the at-risk adult lacks the capacity to self-direct and make informed decision, other legal resources may be sought, such as guardianship/conservatorship (OAR 411-020-0040(5)(b)).
- Maintain case files in compliance with OAR 166-300-0010 through OAR 166-300-0030.

Performance Measures (in licensed facilities)

CONTRACTOR shall:

Increase -

- Percentage of case investigations initiated in compliance with statutory timelines.
- Percentage of case investigations completed within timelines required by statute.

EMPLOYMENT INITIATIVE PROGRAM

Service Description

The Employment Initiative Program assists clients with disabilities who want to work and who possess the abilities and desire to be gainfully employed. This assistance may be in the form of services that help clients overcome barriers to securing and maintaining employment or payments that help clients secure or maintain employment. The EI program does not duplicate payments or services a client could receive under another program operated by the Department of Human Services or from another source.

Services to be Provided

If CONTRACTOR provides these services, CONTRACTOR shall:

- Conduct START Workshops
- Conduct WRAW Workshops
- Assist in Resume Preparation
- Provide Benefits Counseling to Clients

- Organize and conduct Life Skills Training
- Assist Clients in Career Exploration
- Develop PASS Plans
- Provide Employer and Community Education
- Make Referrals to Other Agencies and Community Resources
- Conduct Workplace Assessments for Accommodations
- Assist Clients in Obtaining Assistive Technology

Performance Requirements

If CONTRACTOR provides these services, CONTRACTOR shall:

- Accurately determine eligibility for the Employment Initiative Program.
- Keep accurate statistical information on ACCESS.
- Coordinate services with community partners on a regular basis.
- Submit accurate billing documentation on a timely basis.
- Conduct consumer staffing with other department agencies on a regular basis.
- Monitor Medicaid program eligibility on a regular basis.

EMPLOYED PERSONS WITH DISABILITIES (EPD) PROGRAM

Service Description

The Employed Persons with Disabilities Program (EPD) was designed to enable people who have disabilities to work and not lose their Medicaid coverage. Losing Medicaid Coverage (including Personal Attendant Services) was identified as a major barrier for those wanting to work. With this in mind, the program was designed to provide Medicaid and services paid by Medicaid.

The EPD Program is a subprogram of OSIP. It was established by amending the State Plan, under provisions of the Balanced Budget Act of 1997 – Section 4733. It was implemented in February 1999.

EPD clients are eligible for the OHP Plus package. They may also receive attendant care services, if found service eligible.

Services to be Provided

If CONTRACTOR provides these services, CONTRACTOR shall:

- Process intake applications and determine eligibility for EPD program.
- Provide ongoing maintenance for the EPD cases.
- Maintain ongoing caseload and perform reviews as necessary.
- Calculate, bill and collect for the Client Contribution.

Performance Requirements

If CONTRACTOR provides these services, CONTRACTOR shall:

- Make timely determinations of EPD applications.
- Correctly calculate eligibility requirements.
- Enter client information and current eligibility data in the Oregon ACCESS system and integrate to the mainframe CMS system.
- Accurately calculate and bill for the Client Contribution.
- Collect Client Contribution on a Monthly Basis.
- Act in a timely manner on case changes and non-payment of Client Contribution.

Performance Measures

If CONTRACTOR provides these services, CONTRACTOR shall report and make progress towards improving:

- Percent of EPD clients above Federal Poverty Level.
- Percent of accurate determinations.
- Percent of fees calculated accurately.
- Percent of EPD clients that maintain attendant care.

SSI LIASON PROGRAM

Service Description

The SSI Liaison Program is designed to assist individuals who were receiving General Assistance in obtaining their Supplementary Security Income (SSI) Title XVI benefits. The Liaison is responsible for monitoring, tracking, and assisting the claimant in his or her pursuit of SSI benefits. This includes filing appeals on any

SSI claims denied by the Social Security Administration (SSA) and providing representation at SSA's Office of Hearings and Appeals before the SSA Administrative Law Judge (ALJ).

Specific Authorizing Statutes

- The Liaison must assist the claimant in gathering medical and vocational documentation to establish eligibility for SSI/SSDI. OAR 461-120-0330/EL 98-16.

Services to be Provided

Assist former General Assistance (GA) clients in obtaining Supplementary Security Income (SSI) and/or Social Security Disability Income (SSDI) benefits by doing the following:

- Develop the claimant's case record by scheduling exams or testing from qualified medicaid providers.
- Monitor and track all SSA decisions based on disability by utilizing the Versa and BEIN screens on a weekly basis.
- Appeal all initial SSI denials by filing a face to face reconsideration with claimant.
- If claimant is denied at reconsideration, file a hearing request on behalf of the claimant.
- Represent claimant at SSA's Office of Hearings and Appeals before the Administrative Law Judge.

Process presumptive Medicaid disability determination requests by doing the following:

- Assess applicant's alleged physical or mental impairment and order appropriate exam or testing from a qualified medicaid provider.
- Gather vocational information from claimant and complete an SDS 708.
- Provide a written disability determination recommendation based on all medical, social and vocational information and forward a completed SDS 620 and SDS 708, along with all medical and vocational information, to PMDDT.
- If claimant does not meet or equal SSA's Listing of Impairments, PMDDT will return to Liaison and the SSI Liaison will determine whether claimant is a med-voc allowance based on the PMDDT physician's assessment of the claimant's residual functioning capacity.
- Liaison will provide witness testimony for all contested case hearings in which

the disability determination is an issue and Liaison has had involvement in the decision and witness testimony is requested by the hearings representative.

- If the claim is allowed by PMDDT and later denied by SSA based on the claimant's disability, assist claimant with timely appeals to protect Medicaid eligibility.
- Monitor and track all SSA decisions based on disability by utilizing the Versa and BEIN screens on a weekly basis.

Performance Requirements

- The Liaison determines what medical/psychological documentation, if any, may be necessary to established eligibility for SSI/SSDI.
- Once the SSI Liaison receives the referral and a case file is established, the Liaison must meet with the client. The SSI Liaison should identify cases that appear to have a higher expectation of denial so that they can be addressed early in the process.
- In those cases where the Liaison meets directly with the client, the Liaison reviews with the client their available options, including the assignment of an authorized representative. The SSI Liaison should also narrate any observations of the client's mental or physical limitations for future reference.
- The SSI Liaison reviews all medical/psychological reports and records and assures at reconsideration that all appropriate documentation is available for DDS to make a decision. The SSI Liaison may order additional medical, psychological, and vocational reports as needed.
- The SSI Liaison may also refer clients to Vocational Rehabilitation for assessment and assistance.
- The SSI Liaison forwards all medical records to DDS. The information is sent to the assigned examiner as indicated on the VERSA screen. In the case of a claim at the Hearings level, medical records should be sent to the attorney or representative or directly to OHA if there is none.

When DDS notifies the client of the decision at the initial claim level the SSI Liaison will:

- If approved, notify the financial worker so they are alerted to the fact that SSI payments will be starting soon.

- If denied, contact the client to arrange a face to face meeting to assist the client with filing a request for reconsideration. The Liaison may choose to obtain new or updated medical records to support the reconsideration
- The Liaison forwards the completed appeal forms to the SSA.
- The Liaison checks the Versa screen monthly to confirm that the reconsideration has been filed.
- If the reconsideration has been filed, the SSI Liaison will check the Versa screen to see if a decision has been made.
- If denied, the SSI Liaison contacts the client to arrange for a face to face meeting to file a request for a hearing or request verification that the client has requested a hearing through an authorized legal representative.
- When the SSI Liaison is acting as the client's representative at the SSA hearing they are required to review the file to determine if medical/psychological records need to be updated prior to the hearing. The Liaison may order reports and medical/psychological exams as necessary and contact potential witnesses, including past employers, to determine their appropriateness to testify at the hearing.
- The Liaison needs to keep in contact with the client while waiting for a hearing date to determine if medical conditions have worsened, improved, or new ones developed, or if one of the criteria required to request an expedited hearing has occurred.

For on-the-record decisions the following procedures should be followed:

- The SSI liaison contacts, or is contacted by, the supervising staff attorney or an adjudication officer from OHA to review the case according to the criteria for on-the-record decisions. If no on-the-record decision is reached, the hearing process continues.

ADULT FOSTER HOMES

Service Description

SPD has responsibility to license, regulate and provide technical assistance to the operators of Adult Foster Homes (AFH). An AFH is a family home or facility in which care and services are provided for compensation to five or fewer adults who are elderly or physically disabled and are not related to the provider by either blood or marriage.

A Relative Adult Foster Home (RAFH) is a family home where care is provided to a Medicaid recipient by a relative in the relative's home. The RAFH must be licensed with a Medicaid contract in effect in order for payment to be made to the relative care provider.

Services to be Provided

The goal of adult foster home (AFH) licensing is to develop and maintain a care setting in the community based care system in which care and services are provided in a home environment for adult who are elderly or physically disabled. The Oregon Administrative Rules (OARs) for Adult Foster Homes set forth provider qualifications, facility standards, and the standards for care and services that are necessary to maintain integrity in the adult foster home program. Compliance with those rules provides assurance that services are being delivered to residents in a manner that meets their care needs and maintains resident choice, independence, and dignity in a safe and secure environment.

The Federal Waiver requires assurance that a formal system is in place to safeguard the health and welfare of individuals served in community-based care. DHS is obligated to monitor programs and to address all identified problems in an appropriate and timely manner. Licensing activity and case management are the means by which this obligation is fulfilled in AFHs. Continuous improvement in the quality of care and services provided to residents is achieved through technical assistance, problem solving, professionalism and mutual respect between DEPARTMENT staff and AFH providers.

In the RAFH the DEPARTMENT case manager determines the care needs of the client and whether or not the relative is capable of meeting those needs in the home environment. The burden is on the DEPARTMENT to develop a care plan, within the parameters of the program, that is successful and a positive experience for our client and the relative provider.

Specific Authorizing Statutes

The Oregon Administrative Rules for Adult Foster Homes are found in OAR 411-050-0400 to 411-050-0490. The OARs are authorized under ORS 443.705 to 443.825.

Performance Requirements

Licensers will use required SPD forms to license adult foster home and cite violations. Licensing inspections, monitoring visits and complaint investigations will be initiated and completed within the mandated time lines required by the applicable OARs. It is the responsibility of the local office to:

Provide information about the AFH program to the public, prospective providers, other office staff, and other interested parties.

Conduct orientation to the AFH program for prospective providers.

Review applications from prospective providers for complete and accurate information and evaluate references, work experience, training and other application documentation.

- Conduct and document onsite inspections of the AFHs for initial licensing, annual re-licensing, and follow-up monitoring.
- Issue initial licenses and renew licenses annually.
- Advise providers of the availability of a Medicaid contract and process the contract if the provider wishes to participate in the Medicaid program.
- Evaluate provider compliance with the OARs and identify and document violations if they exist.
- Provide rule interpretation and technical assistance to providers, local office staff and other interested parties.
- Initiate corrective action for providers who fail to maintain compliance by contacting Central Office.
- Conduct training or provide information on training resources for providers.
- Compile and maintain licensing and public disclosure files for each provider.
- Maintain a current and accurate list of licensed AFHs for public and staff use.

PRESUMPTIVE MEDICAID DISABILITY DETERMINATION PROCESS

Service Description

The State of Oregon is required to make Medicaid disability determinations within 90 days on any applicant who alleges a disability that would meet the Social Security Administration (SSA) disability requirements for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) and, in which SSA has not made a disability determination. The disability determination is one of requirements an applicant must meet in order to establish eligibility for the Oregon Supplemental Income Program (OSIP).

Specific Authorizing Statutes

- Disability as Basis of Need: OAR 461-125-0370
- Determinations of Disability: 42 CFR 435.541

Services to be Provided

CONTRACTOR shall:

Process applications for an OSIPM determination when an individual alleges a disabling condition and is not receiving SSI/SSDI benefits from SSA.

Performance Requirements

CONTRACTOR shall:

Take applications for OSIPM and refer cases needing a presumptive Medicaid determination to the Presumptive Medicaid Disability Determination Team (PMDDT) in Central Office, using the following procedures:

- Evaluate for OHP standard eligibility and open if eligible.
- If the client alleges a disabling condition that would prevent them from working for a minimum of 12 months or result in the loss of life, begin processing application for OSIPM. This includes a financial and non-financial review of eligibility for OSIPM.
- Check Versa and BEIN screens to check if the client has ever received a denial notice from SSA for SSI/SSDI. If this is true, send notice of denial except in the following circumstances:
 - a. Client alleges a new medical condition; or
 - b. The client alleges that their condition has changed or deteriorated and it has been more than 12 months since SSA issued a denial and the client is not currently appealing their denial by SSA.
- Complete an SPD 0620.
- Have client complete an SPD 708.
- Gather all available medical in case record or from client.
- Submit all completed forms and medical information to PMDDT.
- If a favorable disability decision is received from PMDDT, open case for OSIPM.
- If PMDDT denies disability, send notice to client of denial.

ADVISORY COUNCILS

Area Agencies on Aging are required to have Advisory Councils. Type A and Type B1 AAAs must have a Senior Advisory Council (SAC). Type B2 AAAs must have both a Senior Advisory Council (SAC) and a Disability Services Advisory Council (DSAC).

The duties of the Advisory Councils are as follows:

- Recommend basic policy guidelines for the administration of the activities of the area agencies on behalf of elderly persons or disabled persons, and advise the area agency on questions of policy.
- Advise the area agency with respect to development of the area plan and budget, and review and comment on the completed area plan and budget before its transmittal to the Director of Human Services.
- Review and evaluate the effectiveness of the area agency in meeting the needs of elderly persons or disabled persons in the planning and service area.

Advisory Councils must meet at least quarterly.

Advisory Councils must represent the geographic and ethnic diversity served by the AAA.

- A majority of members on the SAC will be over age 60.
- A majority of members on the DSAC will be people with disabilities.

Support to be Provided

The CONTRACTOR will provide adequate staff support. Staff support should:

- Have a detailed understanding of the program and service delivery system;
- Be able to provide detailed information so that Advisory Councils can accomplish their mandates;
- Be consistent; and
- Have adequate time built into their schedule.

The CONTRACTOR shall ensure that there are an adequate number of representatives on the Advisory Councils by:

- Assisting the advisory council in ongoing recruitment;
- Recruiting diverse representatives; and

- Advertising the Advisory Councils.

The CONTRACTOR will provide SPD updated lists of members of both councils and assigned staff people.

The CONTRACTOR will facilitate training for staff and Advisory Council members and facilitate both to attend DEPARTMENT training specific to the role and duties of advisory councils.

The CONTRACTOR will provide adequate reimbursement for travel when possible and appropriate.

The CONTRACTOR will facilitate and encourage involvement in statewide activities.

Performance Requirements

The CONTRACTOR will ensure that Advisory Councils have productive, focused meetings by:

- Helping the Advisory Council to create, adopt and follow By-laws;
- Assisting in the development of workplans that focus on program and service related issues as well as advocacy;
- Assisting the development of agendas;
- Making reasonable accommodations;
- Assisting in mailing information, minutes and agendas;
- Reserving appropriate meeting space;
- Sharing DEPARTMENT information;
- Providing members with timely information about potential policy changes, new programs and problems affecting clients;
- Seeking input on policy issues and helping Advisory Councils communicate their feedback to DEPARTMENT;
- Providing legislative updates as appropriate; and
- Facilitating the decision making process.

The CONTRACTOR will ensure compliance with:

- Public meeting laws;
- DHS Alternative format policy; and
- The ban on electoral politics (ORS 260.432).

MEDICAID ADMINISTRATION

Service Description

Medicaid administration is defined as those administration activities that have a direct connection to the proper and efficient administration of the Medicaid State Plan or waiver services. Federal financial participation (FFP) is allowed for salary or other compensation, fringe benefits, travel, per diem, services and supplies and training at rates determined on the basis of the individual's position.

Specific Authorizing Statutes

- Payment to States: Section 1903(a) of the Social Security Act
- Rates of FFP for Administration: 42 CFR, Part 433.15
- Staffing and Training Costs: 42 CFR, Part 432.50

Allowable Activities

If CONTRACTOR provides these services, CONTRACTOR may provide:

1. MMIS: Medicaid Management Information System (75% FFP/25% GF)
Data coding, data entry and other activities that maintain or update the accuracy of the Medicaid payment system.
2. Skilled Professional Medical Personnel (75% FFP/25% GF)
Services provided by skilled professional medical personnel (SPMP) and directly supporting staff of the Medicaid (or other public) agency if **all** of the following criteria, as applicable, are met:
 - The expenditures are for activities directly related to the administration of the Medicaid program, and as such do not include expenditures for medical assistance;
 - The SPMP have professional education and training in the field of medical care or appropriate medical practice. "Professional education and training" means the completion of a 2-years or longer program leading to an academic degree or certificate in a medically related profession. SPMP possess a medical license, certificate, or other document issued by a recognized National or State medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization.

- The SPMP are in positions that have duties and responsibilities that require those professional medical knowledge and skills;
 - A State-documented employer-employee relationship exists between the Medicaid agency and the SPMP and directly supporting staff; and
 - Any direct support staff (such as secretarial, stenographic and copying as well as file and records clerks) perform duties that are directly necessary for the completion of the professional medical responsibilities and functions of the SPMP medical staff. The SPMP staff must directly supervise the supporting staff and the performance of the supporting staff's work.
3. PASARR: Pre-admission Screening/Annual Resident Review (75% FFP/25% GF)
- SPMP pre-admission screening and annual resident review for individuals with mental illness and mental retardation who request admission into a Medicaid-enrolled nursing facility or who are already in such a facility. Data coding of the PAS/ARR screening form.
4. Medicaid Administration (50% FFP/50% GF)
- The 50/50 federal financial participation applies for staff who do not fit in categories 1 through 3 above or 5 below. This includes compensation and related service and supply costs of all other staff of the Medicaid agency (or other public agencies providing services to the Medicaid agency), and the training and other expenses of volunteers.
- Community Based Care Activities: Counseling and assisting enrolled clients (or prospective clients) in obtaining and using medical care and medical services; Counseling, assessment of needs, facilitating access to emergency services, information and referral, arranging for rehabilitation services, development of services and resources related to health and medical needs, outreach (methods to inform or persuade recipients or potential recipients to enter into care through the Medicaid system), and case monitoring.
 - Nursing Facility and Hospital Activities: Counseling and assisting clients in nursing facilities or hospitals, to obtain and use medical care and medical service. This includes the assessment of needs and development of resources and services related to medical needs, such as emergency and rehabilitation services.
 - Protective Services / Elder Abuse / Patient abuse: Conducting protective service, elderly abuse and patient abuse investigations for Medicaid applicants or recipients.
 - Risk Intervention: Medical services and case management services

provided to Medicaid applicants and recipients. This includes assessment, case planning, and waiver determination as part of the Pre-admission Screening process. (The intent is for case managers to develop, coordinate and utilize family and community supports to delay or divert the entry of elderly or disabled persons into an SPD-funded community-based or nursing facility.)

- Relocation: Assessment, pre-placement visits, counseling, provider preparation during the process of assisting a person in moving from a familiar environment and adapting to a new physical and social setting. Includes post placement visits.
- Financial Services: Eligibility determination: Time spent securing documentation in order to make a decision on Medicaid eligibility. (Record time spent data coding eligibility forms and all case management activity related to the determination of eligibility.)
- Services and Supplies: Services and supplies purchased to support the above staff in category 4. Allocate services and supplies cost to Medicaid at the same percentage of as the percentage of Medicaid staff time.
- Licensing Medicaid Community Base Care Facilities: Conducting reviews of facilities and checking background information on facilities owner(s) and staff to insure appropriateness for licensing. A Medicaid facility is a facility that serves at least one Medicaid client.

5. Oregon Health Plan (50% FFP/50% GF)

Time spent on direct Medicaid-related activities with clients who are covered under the Oregon Health Plan.

Exhibit C
Payment and Purchasing Detail

1. **Not-to-Exceed Amount.** Payment for all work performed under this agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the following:
 - a. For Attachment 1 & 2, funds obligated for July 1, 2003 through June 30, 2004, shall not exceed the maximum sum of \$24,509,022.00.
 - b. For the period of July 1, 2003 through June 30, 2005, the total sum of \$0.00.
2. **Payment of Funds.** In order to implement the Area Plan, The DEPARTMENT shall provide funds in the form of working capital payments subject to the terms and conditions stated in this agreement and applicable federal and state law. Specific amounts are identified by funding source in this Exhibit C and Attachments 1 & 2. Payment shall be as follows:
 - a. DEPARTMENT shall process all payments to CONTRACTOR within 30 days following the receipt and approval by the DEPARTMENT of the reimbursement request from CONTRACTOR.
 - (i) If working capital payments are desired, CONTRACTOR must complete form SDS150wc and submit electronically to DEPARTMENT at least 7 working days prior to the date the cash need is anticipated.
 - (ii) Estimated expenses must be requested by fund source (III B, III C-1, III C-2, III D, III E, VII B and OPI) and by category (Administrative expense and Program expense). DEPARTMENT will set payment date at least 3 working days prior to date of anticipated cash need by CONTRACTOR.
 - (iii) Medicaid funds will be paid to CONTRACTOR on a reimbursement basis only.
 - b. CONTRACTOR shall submit monthly reimbursement request for payment electronically in a format approved by the DEPARTMENT.

- c. CONTRACTOR shall submit monthly reimbursement request for payment to the DEPARTMENT no later than the 25th day of the following month.
- d. CONTRACTOR shall submit local match funds for Medicaid to the DEPARTMENT no later than 5 days following receipt of the local match accounting request.
- e. CONTRACTOR shall submit final reimbursement request for payment to the DEPARTMENT for each state fiscal year not later than 90 days beyond the end of the state fiscal year.
- f. Conditions Precedent to Disbursement. Department's obligation to disburse funds to CONTRACTOR under this Contract is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - (i) Department has received sufficient funding, appropriations and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - (ii) No default has occurred.
 - (iii) CONTRACTOR is in compliance with ORS 279.312, 279.314, 279.316 and 279.320.
 - (iv) CONTRACTOR's representations and warranties are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

3. Accounting Requirements. CONTRACTOR shall maintain a financial management system which assures that financial activities charged to state and federal funds are expended and accounted for in accordance with applicable state and federal requirements.

4. Audit Requirements.

- a. For work performed on an hourly or cost reimbursement basis, the allowability of direct and indirect costs shall be governed by 45 CFR Part 74 and 45 CFR Part 92.
- b. CONTRACTOR agrees to the following terms, and it shall incorporate said terms in all subcontracts it enters into for the performance of the agreement:
 - (i) Maintain financial records and other records pertinent to this agreement. All financial records shall be maintained pursuant to generally accepted accounting principles and using appropriate and sufficient documentation of expenses, and in such detail as to accurately reflect revenues, net costs (direct and apportioned), and other expenses for which reimbursement is claimed. Other records shall be maintained to the extent necessary to clearly and accurately reflect actions taken. CONTRACTOR further agrees to provide access to all such fiscal records and to all other books, documents, papers, and other records of CONTRACTOR which are pertinent to this agreement, and to allow the making of excerpts, photocopies, and transcripts, and allow performance of audits and/or examination of all fiscal records and books, documents, papers, and records of CONTRACTOR. Such access shall be freely allowed to state and federal personnel, including the Oregon Secretary of State's Office, and their duly authorized agents.
 - (ii) All fiscal records, books, documents, papers, plans, and writings shall be retained by CONTRACTOR and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.
 - (iii) CONTRACTOR shall have an independent audit conducted annually and performed in accordance with federal regulations (i.e. OMB Circulars 122, 128, or 133), state statutes and DIVISION rules. All audits, regardless of requirements of OMB Circulars, must include a schedule of Federal Financial Assistance which shows the Program Title, CFDA Number,

Program or Award Amount and Expenditures. The Schedule of Federal Financial Assistance and audit must be a review of each DEPARTMENT program for which the CONTRACTOR contracts. One copy of the CONTRACTOR's audit and final audited Expenditure Reports shall be provided to the DEPARTMENT's Financial Management Unit on or before 180 days after the end of the CONTRACTOR's fiscal year.

The same audit requirements shall apply to those subcontracts, entered into by the CONTRACTOR, in excess of \$25,000 which are not fee-for-service contracts.

4. For Medicaid funded positions, activities must be documented by reporting procedures as outlined in the Department of Human Services Medicaid Cost Allocation Plan.

Exhibit D:
Special Terms and Conditions

1. Health Insurance Portability and Accountability Act (HIPAA)

HIPAA related forms and releases shall be retained for six (6) years.

2. Approval of Information Systems

The DEPARTMENT, in consultation with the Area Agencies on Aging, shall adopt a plan for the design, development, operation, and implementation of its information system. The plan will include information on the computer hardware and software to be used by the DEPARTMENT and Area Agencies on Aging for those activities covered under this agreement. This plan will be updated as changes are needed. The plan will be compatible with the DEPARTMENT's information systems and standards, and with the DEPARTMENT's Management Plan, by obtaining written approval from the Office of Information Systems. The Area Agencies on Aging will not make any alterations to their own computer systems or acquire any new systems either of which effect the operation of the DEPARTMENT's systems without prior approval through the Office of Information Systems.

3. Client Fees – Program Income

No fees shall be assessed, or charges made to clients by the CONTRACTOR or subCONTRACTOR(s) for services provided under this agreement, except under schedules approved by the DEPARTMENT. All program income, fees, and charges shall be used by the CONTRACTOR or subCONTRACTOR(s) for the sole purpose of expanding services in the program area in which they were collected.

4. Reporting

CONTRACTOR shall supply reports to the DEPARTMENT in accordance with DEPARTMENT rule and policy.

5. Client Grievance

CONTRACTOR must establish a system through which a client or family member may present grievance about the operation of the CONTRACTOR's service program. CONTRACTOR will provide information and advice relative to the local grievance procedure to the client. CONTRACTOR will notify the DEPARTMENT of all CONTRACTOR-client grievances which it is not able to resolve and will process these grievances according to DEPARTMENT rule.

6. Return of Resources

Upon termination, the CONTRACTOR shall transfer to the DEPARTMENT any unexpended and unobligated funds, materials, supplies, equipment and agreement rights obtained under this agreement as directed. CONTRACTOR shall protect and preserve rights and property in its possession until transfer to the DEPARTMENT has been accomplished. DEPARTMENT may withhold from amounts otherwise due the CONTRACTOR such sum as the DEPARTMENT determines to be necessary to protect itself against loss.

7. Older Americans Act Specific Assurances

In order to receive funds allocated to the DIVISION under the Older Americans Act, CONTRACTOR assures that:

- A. An adequate proportion, as required under section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services—
 - 1. services associated with access to services (transportation, outreach, information and assistance, and case management services);
 - 2. in-home services, including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and
 - 3. legal assistance; and that the CONTRACTOR will report annually to the State agency in detail the amount of funds expended for each such category during the fiscal year most recently concluded. (306(a)(2))

- B. The CONTRACTOR will set specific objectives for providing services to older individuals with greatest economic need and older individuals with greatest social need, include specific objectives for providing services to low-income minority individuals and older individuals residing in rural areas, and include proposed methods of carrying out the preference in the area plan. (306(a)(4)(A)(i))
- C. The CONTRACTOR will include in each agreement made with a provider of any service under this title, a requirement that such provider will—
1. specify how the provider intends to satisfy the service needs of low-income minority individuals and older individuals residing in rural areas in the area served by the provider;
 2. to the maximum extent feasible, provide services to low-income minority individuals and older individuals residing in rural areas in accordance with their need for such services; and
 3. meet specific objectives established by the CONTRACTOR, for providing services to low-income minority individuals and older individuals residing in rural areas within the planning and service area. (306(a)(4)(ii))
 4. With respect to the fiscal year preceding the fiscal year for which such plan is prepared, the CONTRACTOR shall—
 - a. identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area;
 - b. describe the methods used to satisfy the service needs of such minority older individuals; and
 - c. provide information on the extent to which the CONTRACTOR met the objectives described in clause 306(a)(4)(A)(i). (306(a)(4)(A)(iii))
- D. The CONTRACTOR will use outreach efforts that will identify individuals eligible for assistance under this Act, with special emphasis on—
1. older individuals residing in rural areas;
 2. older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 3. older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

4. older individuals with severe disabilities;
5. older individuals with limited English-speaking ability; and
6. older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals);

and inform the older individuals referred to in 1. through 6., and the caretakers of such individuals, of the availability of such assistance.

(306(a)(4)(C))

- E. Each activity undertaken by the CONTRACTOR, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas. (306(a)(4)(C))
- F. The CONTRACTOR will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities. (306(a)(5))
- G. The CONTRACTOR in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend not less than the total amount of funds appropriated under this Act and expended by the CONTRACTOR in fiscal year 2000 in carrying out such a program under this title. (306(a)(9))
- H. The CONTRACTOR shall provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as "older Native Americans"), including—
 1. information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the CONTRACTOR will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;
 2. an assurance that the CONTRACTOR will, to the maximum extent practicable, coordinate the services the CONTRACTOR provides under this title with services provided under Title VI; and
 3. an assurance that the CONTRACTOR will make services under the area plan available, to the same extent as such services are

available to older individuals within the planning and service area, to older Native Americans. (306(a)(11))

- I. The CONTRACTOR will maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships. (306(a)(13)(A))
- J. The CONTRACTOR will disclose to the Assistant Secretary and the State agency—
 - 1. the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and
 - 2. the nature of such contract or such relationship. (306(a)(13)(B))
- K. The CONTRACTOR will demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such non-governmental contracts or such commercial relationships. (306(a)(13)(C))
- L. The CONTRACTOR will demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such non-governmental contracts or commercial relationships. (306(a)(13)(D))
- M. The CONTRACTOR will, on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals. (306(a)(13)(E))
- N. Funds received under this title will not be used to pay any part of a cost (including an administrative cost) incurred by the CONTRACTOR to carry out a contract or commercial relationship that is not carried out to implement this title. (306(a)(14))
- O. Preference in receiving services under this title will not be given by the CONTRACTOR to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title. (306(a)(15))
- P. No officer, employee or other representative of the CONTRACTOR is subject to a conflict of interest prohibited under the Act and mechanisms are in place to identify and remove conflicts of interest prohibited under the Act. (307(a)(7)(B))

- Q. The CONTRACTOR will –
1. Enter into contracts with providers of legal assistance which can demonstrate the experience or capacity to deliver legal assistance;
 2. Include in any such contract provisions to assure that any recipient of funds will be subject to specific restrictions and regulations promulgated under the Legal Services Corporation Act; and
 3. Attempt to involve the private bar in legal assistance activities authorized under this title, including groups within the private bar furnishing services to older individuals on a pro bono and reduced fee basis. (307(a)(11)(A))
- R. No legal assistance will be furnished unless the program is designed to provide legal assistance to older individuals with social or economic need and has agreed, if the grantee is not a Legal Services Corporation project grantee, to coordinate its services with existing Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds provided under the Act on individuals with the greatest such need; and the CONTRACTOR makes a finding, after assessment, that any grantee selected is the entity best able to provide the particular services. (307(a)(11)(B))
- S. To the extent practicable, that legal assistance furnished under the plan will be in addition to any legal assistance for older individuals being furnished with funds from sources other than the Act and that reasonable efforts will be made to maintain existing levels of legal assistance for older individuals. (307(a)(11)(D))
- T. The CONTRACTOR will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. (307(a)(11)(E))
- U. The CONTRACTOR will conduct an elder abuse prevention program consistent with relevant State law and coordinated with existing State adult protective service activities for:
1. Public education to identify and prevent abuse of older individuals;
 2. Receipt of reports of abuse of older individuals;
 3. Active participation of older individuals participating in programs under the Act through outreach, conferences, and referral of such individuals to other social service agencies or

- sources of assistance where appropriate and consented to by the parties to be referred; and
4. Referral of complaints to law enforcement or public protective service agencies where appropriate. (307(a)(12))
- V. If a substantial number of older individuals residing in the planning and service area are of limited English-speaking ability, then the CONTRACTOR will:
1. Utilize in the delivery of outreach services under section 306(a)(2)(A), the services of workers who are fluent in the language spoken by a predominant number of such older individuals who are of limited English-speaking ability; and
 2. Designate an individual employed by the CONTRACTOR, or available to the CONTRACTOR on a full-time basis, whose responsibilities will include –
 - (i) Taking such action as may be appropriate to assure that counseling assistance is made available to assist such individuals in participating in programs and receiving assistance under the Act; and
 - (ii) Providing guidance to individuals engaged in the delivery of supportive services under the area plan involved to enable such individuals to be aware of cultural sensitivities and to take into account effectively linguistic and cultural differences. (307(a)(14))
- W. The CONTRACTOR will facility the coordination of community-based, long-term care services, pursuant to section 306(a)(7), for older individuals who:
1. Reside at home and are at risk of institutionalization because of limitation on their ability to function independently;
 2. Are patients in hospitals and are at risk of prolonged institutionalization; or
 3. Are patients in long-term care facilities, but who can return to their homes if community-based services are provided to them. (307(a)(20))

8. Medicaid Service System Information

CONTRACTOR shall submit the following documents describing the Medicaid service system if the CONTRACTOR provides any form of Medicaid service or administration. Required service system information include: the CONTRACTOR's organization chart of Medicaid service structure and positions; position descriptions for Medicaid-funds positions; and service and method of delivery for locally matched Medicaid services.

1. Organizational Chart

- a. For Type B Area Agencies, a Position Identification number shall be used for all positions which work with or support Medicaid eligible persons. In order to maximize Medicaid funding match, Position Descriptions of these individuals serving Medicaid eligible persons, or performing activities which support Medicaid program administration, must reflect Medicaid activities and must be documented by direct reporting procedures as outlined in the Senior and Disabled Services Division Medicaid Cost Allocation Plan.
- b. Each Position and Position Description must be identified with a Position Identification number.
- c. For Medicaid funded positions, direct reporting procedures that deviate from the SDS 600/601 reporting procedures need to be approved by the State Cost Allocation Plan Coordinator.

2. Position Descriptions

- a. All Position Descriptions must have a Position Identification number that can be referenced to the Organizational Chart and to the Staffing Plan, Form III E-6, of the Budget.
- b. A single Position Description can include several Position Identification numbers if the duties are the same. You are encouraged to consolidate Medicaid position descriptions as much as possible.
- c. Medicaid Position Descriptions shall include the functions by percentage of time performed. Percentages of time spent on Medicaid activities should correspond to the Time Activity

Report. Medicaid activity has been "STANDARDIZED" to assure consistency of reporting. Activities partially funded with local match funds should be identified separately from other Medicaid activities.

- d. Position descriptions need not be submitted again unless changes occur or duties are reassigned.

3. Medicaid Functions/Services partially funded with local match funds.

- a) CONTRACTOR shall submit a proposal for Medicaid services partially funded with local match funds prior to initiating services.
- b) CONTRACTOR Medicaid services partially funded with local match funds shall meet all state and federal statutory requirements.
- c) CONTRACTOR shall provide only those services authorized by the DEPARTMENT in this contract and described in Attachment 5. Attachment 5 shall include descriptions of the following areas for each service to be provided.
 - (i) Service:
 - (ii) Service definition:
 - (iii) Unit of service:
 - (iv) Method of service delivery, including specific functions:
 - (v) Details of local match sources:
 - (vi) Describe how the service will enhance or expand on what is currently available through regularly allocated Medicaid administration:

5. Type B Contract Agency Supervision of State Employees

- Type B Contract Agencies which contract with the DEPARTMENT for services of State employees will supervise DEPARTMENT staff in accordance with the Collective Bargaining Agreement between the Oregon Public Employees Union, Local 503 SEIU AFL-CIO, CLC and the Department of Administrative Services and the

DEPARTMENT. The Collective Bargaining Agreement and Department of Administrative Services and DEPARTMENT rules and policies relating to supervision of State employees will take precedent over CONTRACTOR rules and policies. If the CONTRACTOR promulgates rules, policies or procedures which are not in agreement with DEPARTMENT rules or policies, DEPARTMENT rules and policies shall take precedent.

- Personnel administration by such CONTRACTOR will not commit the DEPARTMENT to a precedent-setting action without full approval of the DEPARTMENT. Upon the request of the CONTRACTOR, the DEPARTMENT shall provide assistance to the CONTRACTOR on personnel issues.
- DEPARTMENT employees who are supervised by the CONTRACTOR shall not be deemed employees of the CONTRACTOR and shall not be entitled to any benefits from the CONTRACTOR such as vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, Social Security, worker's compensation, unemployment compensation and retirement benefits.
- DEPARTMENT is the recognized Appointing Authority and has the final approval for all personnel actions taken, with regard to DEPARTMENT employees. Final approval on personnel recommendations from the AGENCY will be given by the DEPARTMENT when the CONTRACTOR's processes and recommendations are in compliance with all applicable statutes, rules, agreements and policies.

**EXHIBIT E:
STANDARD TERMS AND CONDITIONS**

1. Payment.

- a. Payments Generally. Department shall pay CONTRACTOR as set forth elsewhere in the Contract. In no event shall Department's payments to CONTRACTOR exceed the maximum not-to-exceed amount set forth in the Contract. CONTRACTOR will be responsible for any federal or state taxes applicable to any compensation or payments paid to CONTRACTOR under this Contract.
- b. Funds Available and Authorized. CONTRACTOR shall not be compensated for work performed under this Contract by any agency or department of the State of Oregon other than Department. Department has sufficient funds currently available and authorized for expenditure to finance the Department's payment obligations under this Contract within the Department's current appropriation or limitation. CONTRACTOR understands and agrees that Department's payment of amounts under this Contract is contingent on Department receiving appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- c. Fees Prohibited. If Department's payments to CONTRACTOR under this Contract are to reimburse CONTRACTOR fees for services CONTRACTOR provides to Clients (as defined in Section 4.c of this Exhibit E), then CONTRACTOR may not impose or demand any fees for a particular service in excess of fees that are expressly permitted by this Contract, or that have been approved in advance and in writing by the Department.
- d. Recovery of Overpayments.
 - (i) Notice of Misexpenditure. In the event of a Misexpenditure (as defined below) of any moneys paid to CONTRACTOR under this Contract, Department and CONTRACTOR shall engage in the process described in this Section 1.d to determine the appropriate amount that Department may recover from CONTRACTOR, and the appropriate method for

implementing such recovery. For purposes of this Section 1.d, a “misexpenditure” includes the expenditure of any money provided to CONTRACTOR by Department under this Contract that:

- A. Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or
- B. Is identified by the State of Oregon or Department as expended in a manner other than that permitted by this Contract, including without limitation, any overpayment by Department identified through any payment reconciliation process permitted or required by this Contract, and any money expended by CONTRACTOR, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- C. Is identified by the State of Oregon or Department as expended on the delivery of a Service that did not meet the standards and requirements of this Contract with respect to that Service.

In the event of a Misexpenditure, Department shall provide to CONTRACTOR notice of the Misexpenditure.

(ii) CONTRACTOR Response. From the date of Department’s delivery of the notice of Misexpenditure, CONTRACTOR shall have the lesser of (i) 60 calendar days, or (ii) if the Misexpenditure is a request for reimbursement by the federal government, 30 days fewer than the number of days in which the Department must appeal a final written decision from the federal government, to either:

- A. Make a payment to the Department in the full amount of the Misexpenditure identified by the Department; or
- B. Notify the Department that CONTRACTOR wishes to repay the Misexpenditure from future payments pursuant to Section 1.d(iv) below; or

C. Notify the Department that it wishes to engage in the applicable appeal process set forth in Section 1.d(iii) below.

If CONTRACTOR fails to respond within the time required under Section 1.d(ii) above, Department may recover the amount of the Misexpenditure from future payments as set forth in Section 1.d(iv) below.

(iii) Appeals Process.

(A) Appeal from Department-Identified Misexpenditure. If the Department's notice of Misexpenditure is based on a Misexpenditure other than a Misexpenditure of the type identified in Section 1.d(i)A above, CONTRACTOR and the Department's Assistant Administrator shall engage in non-binding discussions to give the CONTRACTOR an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by the Department, and to give the Department the opportunity to reconsider its notice based on such presentation and discussion. If after such discussions Department and CONTRACTOR disagree as to whether there has been a Misexpenditure or to the amount of the Misexpenditure, the parties may either agree to consider further appropriate dispute resolution processes, or if they are unable to agree upon such processes, the Department may notify Department that it intends to recover the Misexpenditure from future payments pursuant to Section 1.d(iv) below.

(B) Appeal from Federal-Identified Misexpenditures. In the event that the notice of Misexpenditure is based on a final written decision from a federal agency identifying a disallowance of or improper use of federal funds, and the federal agency provides a process either by statute or administrative rule to appeal the disallowance, then CONTRACTOR may request that Department appeal the notice of disallowance in accordance with the process established or adopted by the federal agency. CONTRACTOR shall cooperate with Department in pursuing the appeal. Department shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to

the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. In the event that the Grant Appeals Board or its equivalent denies the appeal Department may, in its sole discretion, either pursue further appeals in cooperation with CONTRACTOR, or notify CONTRACTOR that it will recover the Misexpenditure from future payments pursuant to Section 1.d(iv) below. CONTRACTOR may choose to pursue any further appeals that might be available to it, and Department will participate to the extent it determines, at its sole discretion, that its further participation is reasonable or practical.

- (iv) Recovery From Future Payments. Upon determination that it will recover Misexpenditures from future payments as permitted in this Section 1.d, Department may recover the Misexpenditure by offsetting the amount of the Misexpenditure against future payments to CONTRACTOR, including, but not limited to, any payment to CONTRACTOR from Department under this Contract or any payment to CONTRACTOR from Department under any other contract or agreement between CONTRACTOR and Department, present or future. Department shall provide CONTRACTOR written notice of its intent to recover the Misexpenditures from future payments as set forth in this Section 1.d(iv), and shall identify the contract or contracts from which the deduction will be made. CONTRACTOR shall then have 14 calendar days from the date of Department's notice in which to request the deduction be made from future payment(s) identified by CONTRACTOR. Department shall comply with CONTRACTOR's request, unless the CONTRACTOR's proposed method of recovery would cause the Department to violate federal or state statutes, administrative rules or other applicable authority.

In the event that Department and CONTRACTOR are unable to agree from which contract or contracts Department may recover funds, then the Department may select the contract or contracts from which it will recover funds within the following limitations: Department shall first look to the State General Fund portion of payments remaining to be paid under this Contract to satisfy the repayment. If that amount is insufficient, then Department should look to the State General Fund portion of a future obligation of the Department owing to CONTRACTOR. If that amount is

insufficient, the Department shall look to other future payments. In no case, without the prior consent of CONTRACTOR, shall the Department deduct from any one payment due CONTRACTOR under the contract or agreement from which Department is withholding funds an amount in excess of twenty-five percent (25%) of that payment. The Department may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(v) Additional Provisions related to parties rights/obligations with respect to Misexpenditures.

- A. Department's right to recover Misexpenditures from CONTRACTOR under this section is not subject to or conditioned on CONTRACTOR's recovery of any money from any other entity.
- B. If the exercise of the Department's right to deduct under this provision requires the CONTRACTOR to complete a re-budgeting process, nothing in this provision shall be construed to prevent the CONTRACTOR from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- C. Nothing in this provision shall be construed as a requirement or agreement by the CONTRACTOR to negotiate and execute any future contract with the Department.
- D. Nothing in this Section 1.d shall require CONTRACTOR or Department to act in violation of state or federal law or the Constitution of the State of Oregon.
- E. Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.
- F. CONTRACTOR shall cooperate with Department in the Contract reconciliation and settlement process.

2. Representations and Warranties. CONTRACTOR represents and warrants to the Department as follows:

- a. Organization and Authority. CONTRACTOR is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. CONTRACTOR has full power, authority and legal right to make this Contract and to incur and perform its obligations hereunder.
- b. Due Authorization. The making and performance by CONTRACTOR of this Contract (1) have been duly authorized by all necessary action of CONTRACTOR and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the CONTRACTOR's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the CONTRACTOR is a party or by which the CONTRACTOR or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by CONTRACTOR of this Contract.
- c. Binding Obligation. This Contract has been duly executed and delivered by the CONTRACTOR and constitutes a legal, valid and binding obligation of CONTRACTOR, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- d. Services. The delivery of each Service will comply with the terms and conditions of this Contract and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the applicable Service Description.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in the Contract or implied by law.

3. Compliance with Applicable Law.

- a. CONTRACTOR shall comply and cause all subCONTRACTORs to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the CONTRACTOR's performance under this Contract. Without limiting the generality of the foregoing, CONTRACTOR

expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the CONTRACTOR's performance under this Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Department's performance under the Contract is conditioned upon CONTRACTOR's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320 which are incorporated by reference herein. CONTRACTOR shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)).

- b. Without limiting the generality of section 3.a, CONTRACTOR shall comply and, as indicated, cause all subCONTRACTORS to comply with the following federal requirements. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.
 - (i) Equal Employment Opportunity. If this Contract, including amendments, is for more than \$10,000, then CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). OMB Circular A - 102, & 14.c.
 - (ii) Clean Air, Clean Water, EPA Regulations. If this Contract, including amendments, exceeds \$100,000 then CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306

of the Clean Air Act (42 U.S.C. 7606 formally 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102.

- (iii) Energy Efficiency. CONTRACTOR shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102. CONTRACTOR shall comply and cause all SubCONTRACTORS to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
- (iv) Truth in Lobbying. The CONTRACTOR certifies, to the best of the CONTRACTOR's knowledge and belief that:
 - A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal

contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subCONTRACTORs shall certify and disclose accordingly.
- D. The undersigned is solely responsible for all liability arising from a failure by the CONTRACTOR to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the CONTRACTOR's failure to comply with the terms of this certification.

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

- (v) **Audits.** CONTRACTOR shall comply and, if applicable, cause a SubCONTRACTOR to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- (vi) **Debarment and Suspension.** CONTRACTOR shall not permit any person or entity to be a SubCONTRACTOR if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and CONTRACTORs declared ineligible under statutory authority other than Executive

Order No. 12549. SubCONTRACTORs with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

(vii) Medicaid Compliance. To the extent CONTRACTOR provides any Service whose costs are paid in whole or in part by Medicaid, CONTRACTOR shall comply with and cause its SubCONTRACTORs to comply with the federal and state Medicaid statutes and regulations applicable to the Service, including but not limited to:

a. Keeping such records as may be necessary to disclose the extent of services furnished to Clients and, upon request, furnish such records or other information to Department, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of Health and Human Services;

b. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

c. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

d. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

CONTRACTOR shall include and cause all SubCONTRACTORs to include in all contracts with SubCONTRACTORs receiving Medicaid, language requiring the SubCONTRACTOR to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

(viii) ADA. CONTRACTOR shall comply and cause all SubCONTRACTORs to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

- c. All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subCONTRACTORs complies with these requirements and obtains any insurance required elsewhere in this Contract.
- d. HIPAA Compliance. If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), CONTRACTOR agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, CONTRACTOR shall comply and cause all subCONTRACTORs to comply with the following:
 - (i) Privacy and Security Of Individually Identifiable Health Information. On or after April 14, 2003, CONTRACTOR, its agents, employees and subCONTRACTORs shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - (ii) Data Transactions Systems. Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if CONTRACTOR has received an extension from the United States Department of Health and Human Services, between CONTRACTOR and Department to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may

be amended to include additional terms and conditions related to data transactions.

- (iii) Consultation and Testing. If CONTRACTOR reasonably believes that the CONTRACTOR's or the Department's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, CONTRACTOR shall promptly consult the Department's HIPAA officer. CONTRACTOR or Department may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the Department's testing schedule.

4. Records Maintenance, Access and Confidentiality.

- a. Access to Records. The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the CONTRACTOR that are directly related to the Contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The CONTRACTOR agrees to include this provision in any subcontracts that may be authorized by Department. In addition, CONTRACTOR shall permit, and cause all SubCONTRACTORS to permit, authorized representatives of Department to perform site reviews of all Services delivered by CONTRACTOR or a SubCONTRACTOR.
- b. Retention of Records. CONTRACTOR shall retain and keep accessible all such books, documents, papers, and records for a minimum of three (3) years, or such longer period as may be required by applicable law or administrative rule, following final payment and expiration or termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- c. Safeguarding of Client Information. CONTRACTOR shall maintain the confidentiality of Client records in compliance with applicable state and federal law, including, without limitation, ORS 179.505 to 179.507, 45 CFR, 42 CFR Part 2, any written Department policies made available to CONTRACTOR by Department, administrative rule adopted by Department implementing the foregoing laws, or any other applicable federal or state law related to the confidentiality of Client records. CONTRACTOR shall

maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to the Department for review and inspection as reasonably requested by Department. For the purposes of this Section 4, Section 5 and Section 15, a "client" is an individual that Department has statutory responsibility to serve, protect, oversee or provide care, custody or services to, or an individual who is the recipient of public assistance from the Department. CONTRACTOR shall cause its subCONTRACTORS to maintain the confidentiality of Client information as set forth in this Section.

5. Alternate Formats of Written Materials. CONTRACTOR shall make available to a Client or the Department, upon the Client's or the Department's request, any and all written materials related to the Contract in alternate formats in compliance with administrative rules or with Department's policies made available to CONTRACTOR by Department. For the purposes of the foregoing, "written materials" includes, without limitation, all work product and subcontracts related to this Contract.

6. Subcontracting.

- a. Subcontracts. CONTRACTOR shall not enter into any subcontract for Medicaid or other services using federal funds, without the prior written approval from the Department. CONTRACTOR shall monitor each SubCONTRACTOR's delivery of Services and promptly report to Department when CONTRACTOR identifies a major deficiency in a SubCONTRACTOR's delivery of a Service. CONTRACTOR shall promptly take all necessary action to remedy any identified deficiency. CONTRACTOR shall also monitor the fiscal performance of each SubCONTRACTOR and shall take all allowable management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a SubCONTRACTOR's delivery of a Service, nothing in this Contract shall limit or qualify any right or authority Department has under state or federal law to take action directly against the SubCONTRACTOR.
- b. Except as set forth elsewhere in this Contract, the CONTRACTOR may enter into any category of subcontracts for services or goods it has identified in its approved Area Plan, and it deems necessary to accomplish the work required under this Contract without obtaining prior written approval from the Department for the particular subcontract or subcontractor. No subcontract

entered into by CONTRACTOR shall result in any obligations to the Department in addition to those set forth in this Contract. All subcontracts shall be in writing unless otherwise allowed by Section 6.c below, or if CONTRACTOR receives specific permission from Department that a particular subcontract need not be written. CONTRACTOR shall ensure that all written subcontracts contain all requirements of this Contract. This section shall not be construed to relieve CONTRACTOR of any of its duties or obligations under this Contract. Unless specific terms and conditions or the use of specific forms is required by the Federal or State program that is the source of the funds with which CONTRACTOR will pay the subCONTRACTOR, CONTRACTOR shall include in each written subcontract those provisions set forth in Exhibit F, in addition to any other provisions required by applicable law, or required elsewhere in this Contract.

- c. Reporting of Subcontracts. CONTRACTOR shall, upon Department's reasonable request and at no charge to Department, provide to the Department (i) a list of all subcontracts and subCONTRACTORs related to this Contract, and (ii) copies of all written subcontracts related to this Contract.

7. Vendor Contracts. CONTRACTOR may contract for the purchase of goods and services with third parties without entering into a written subcontract if all of the following conditions are met:

- (i) The third party provides the goods and services that CONTRACTOR will acquire within the third party's normal business operations;
- (ii) The third party provides similar goods or services to many different purchasers;
- (iii) The third party operates in a competitive environment;
- (iv) The third party provides goods or services that are ancillary to the operation of the Federal or State program that is the source of the funds with which CONTRACTOR will pay the third party;
- (v) The third party is not subject to compliance requirements of the State or Federal program that is the source of the funds with which CONTRACTOR will pay the third party;

(vi) Acquiring the goods or services without a written subcontract is permitted by applicable State and Federal law; and

(vii) The Department has not specifically instructed the CONTRACTOR to enter into a written subcontract for the goods or services, or with the third party.

8. Force Majeure. Neither the Department nor CONTRACTOR shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Department's or CONTRACTOR's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

9. Termination.

a. Parties' Right to Terminate For Convenience. Either party may, at its sole discretion, terminate this Contract for its convenience upon 30 days written notice to the other party.

b. Department's Right to Terminate For Cause. Department may terminate this Contract in whole or Department may terminate any individual Program Element effective upon delivery of written notice to the CONTRACTOR, or at such later date as may be established by the Department in such notice, under any of the following conditions:

(i) Department fails to receive funding from state or other sources at levels sufficient, in the exercise of the Department's administrative discretion, to continue to pay for the work or services that CONTRACTOR is required to deliver under this Contract.

(ii) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the Department does not have the authority to acquire the work or services or that the Department may no longer pay for the work or services from the funding source it plans to use to make payments authorized by this Contract.

- (iii) If any license or certificate required by law or regulation to be held by the CONTRACTOR to perform the work or provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the CONTRACTOR no longer meets requirements for such license or certificate.

Termination under Sections 8.b(i) and 8.b(ii) shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

- c. Department's Right to Terminate For CONTRACTOR's Failure to Perform. The Department, by written notice to the CONTRACTOR, may immediately terminate the whole of or any individual Program Element of this Contract under any of the following conditions:

- (i) CONTRACTOR fails to perform the work or provide services called for by this Contract within the delivery schedule set forth in this Contract or any extension thereof.
- (ii) CONTRACTOR fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of its obligations under this Contract, and after receipt of written notice from the Department specifying such failure, CONTRACTOR fails to correct such failure within 15 calendar days or such longer period as the Department may provide in such notice.

If the Contract is terminated under this Section 8.c, Department shall be obligated to pay only for services provided in accordance with the Contract prior to the date of termination, less any damages suffered by the Department.

- d. Remedies Not Exclusive. The rights and remedies of the Department set forth in this Section 8 shall not be exclusive and are in addition to any other rights and remedies provided to the Department by law or under this Contract.

10. Severability.

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

10. Indemnity.

a. TO THE EXTENT PERMITTED BY ARTICLE XI, SECTION 10, OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 THROUGH 30.600, CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND DEPARTMENT AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE RESULTING FROM OR ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS UNDER THIS CONTRACT. NOTWITHSTANDING THE FOREGOING LIMITATIONS, CONTRACTOR OBLIGATION TO INDEMNIFY STATE SHALL NOT BE LIMITED BY THE OREGON TORT CLAIMS ACT FOR ANY CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES RELATED TO A CAUSE OF ACTION BASED UPON 42 USC ' 1983, THE CONSTITUTION OF THE UNITED STATES OR ANY OTHER FEDERAL LAW.

b. Independent CONTRACTORS. The parties agree and acknowledge that their relationship is that of independent contracting parties. CONTRACTOR is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

12. Limitation of Liability. EXCEPT FOR LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO SECTION 10, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.

13. Assignment of Contract; Successors in Interest.

a. The CONTRACTOR shall not assign or transfer its interest in this Contract

without prior written approval of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the Department in addition to those set forth in the Contract. **NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.**

- b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

14. No Third Party Beneficiaries. Department and CONTRACTOR are the only parties to this Contract and are the only parties entitled to enforce its terms. The parties agree that CONTRACTOR's performance under this Contract is solely for the benefit of Department to assist and enable Department to accomplish its statutory mission. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

15. Governing Law; Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "claim") between Department (and/or any other agency or department of the State of Oregon) and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.
CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Ownership of Work Product. Unless set forth elsewhere in this Contract, all work products of the CONTRACTOR created pursuant to the work under this

Contract are the exclusive property of the Department. For the purposes of this Section 15, "work product" shall not include Client files. Department and CONTRACTOR intend that such work product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the work product is not deemed "work made for hire", CONTRACTOR hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. CONTRACTOR shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. In the event that federal law requires Department or CONTRACTOR to grant to the United States a license to any work product developed or acquired under this Contract, CONTRACTOR shall execute such further documents and instruments as Department may reasonably request in order to make such grant. CONTRACTOR forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC '106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

17. Integration and Waiver. This Contract, including its Exhibits A through F, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral written, not specified herein regarding this Contract. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision.
18. Amendment. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. CONTRACTOR, by signature of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
19. Survival. Exercise of the termination rights or termination of this Contract in accordance with its terms, shall not affect CONTRACTOR's obligations under this Contract or Department's right to enforce this Contract against CONTRACTOR in accordance with its terms, with respect to funding actually

received by CONTRACTOR under this Contract, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right or termination of this Contract in accordance with its terms shall not affect CONTRACTOR's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on CONTRACTOR's expenditure of funds actually received by CONTRACTOR hereunder, CONTRACTOR's obligation to cooperate with Department in the Contract Settlement process, or Department's right to recover from CONTRACTOR, in accordance with the terms of this Contract, any funds disbursed to CONTRACTOR that is identified as a Misexpenditure. Exercise of a termination right or termination of this Contract in accordance with its terms, shall not affect CONTRACTOR's right to obtain payments to which it is entitled hereunder as determined through the Contract Settlement process. If a termination right is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

20. Technical Assistance. During the term of this Contract, Department shall provide technical assistance to CONTRACTOR in the delivery of Services to the extent resources are available to Department for this purpose.

21. CONTRACTOR Default. CONTRACTOR shall be in default under this Contract upon the occurrence of any of the following events:

- a. CONTRACTOR fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by CONTRACTOR herein or in any documents or reports relied upon by Department to measure the delivery of Services, the expenditure of financial assistance or the performance by CONTRACTOR is untrue in any material respect when made;
- c. CONTRACTOR (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a

voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of CONTRACTOR, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of CONTRACTOR, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of CONTRACTOR or of all or any substantial part of its assets, or (iii) similar relief in respect to CONTRACTOR under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against CONTRACTOR is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

- 22. Department Default. Department shall be in default under this Contract upon the occurrence of any of the following events:
 - a. Department fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by Department herein is untrue in any material respect when made.

EXHIBIT F
REQUIRED SUBCONTRACTOR CONTRACT PROVISIONS

1. SubCONTRACTOR shall comply with all applicable provisions of that certain Contract (the "Contract") between the State of Oregon acting by and through its Department of Human Services ("Department") and _____ County ("County").
2. SubCONTRACTOR shall comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations.
3. SubCONTRACTOR shall make available to Department or to any Client, as defined in Exhibit E, Section 4(c), of the Contract, any and all written materials in alternate formats in compliance with Department's policies or administrative rules. For the purposes of the foregoing, "written materials" includes, without limitation, all work product and subcontracts related to this contract.
4. Unless SubCONTRACTOR is a State of Oregon governmental agency, SubCONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the State of Oregon, Department or County.
5. To the extent permitted by applicable law, SubCONTRACTOR shall defend, save and hold harmless the State of Oregon, Department, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the SubCONTRACTOR, including but not limited to the activities of SubCONTRACTOR or its officers, employees, subCONTRACTORs or agents under this contract.
6. SubCONTRACTOR shall obtain, at SubCONTRACTOR's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.

7. SubCONTRACTOR shall obtain, at SubCONTRACTOR's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this contract. The combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable.

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

9. SubCONTRACTOR shall name the State of Oregon, Department, County, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to SubCONTRACTOR's activities being performed under the contract. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. SubCONTRACTOR shall forward a copy of the certificate(s) of insurance to County prior to commencement of the services under this contract. In addition, in the event of unilateral cancellation or restriction by SubCONTRACTOR's insurance company of any insurance coverage required herein, SubCONTRACTOR shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to SubCONTRACTOR.

5. SubCONTRACTOR may fulfill its obligations set forth in Sections 6 through 9 through a program of self insurance; provided that SubCONTRACTOR's self insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that specified in Sections 6 through 9.

SECTION III E-2: PROPOSED BUDGET RESOURCES

Agency Name:

Attachment 2 to Contract # Amendment #

Contract Period: 7/1/03 Through 6/30/04

106319

Mat. Num.	Service Category	Medicaid Funds	OLDER AMERICANS ACT FUNDS					STATE FUNDS			SUB-TOTAL	OTHER CASH FUNDS				IN-KIND				GRAND TOTAL
			OAA Part B	OAA Part C1	OAA Part C2	OAA Part D	OAA PART E	OAA Title VII	State OPI 60 Plus	State OPI <60		Other State Funds	Program Income	Cash Match	Other Cash	USDA	In-Kind Match	In-Kind Other	SUB-TOTAL	
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]	[13]	[14]	[15]	[16]	[17]	[18]	[19]	[20]	[21]
1	PERSONAL CARE								48,873		48,873				0				0	48,873
1a	PERSONAL CARE CEP										0				0				0	
2	HOME MAKER CARE		47,110						185,022		232,132			15,000					15,000	247,132
2a	HOME MAKER CARE CEP								72,721		72,721								0	72,721
3	CHORE										0					213,148			213,148	
3a	CHORE CEP										0								0	
4	HOME DELIVERED MEALS				553,010						553,010								0	553,010
5	ADULT DAY CARE		5,052						7,558		12,610						110,070		110,070	122,680
6	CASE MANAGEMENT		318,344						204,000	5,000	527,344				182,852	211,420			394,272	921,616
7	CONGREGATE MEALS				326,659						326,659								0	326,659
8	NUTRITION COUNSELING										0								0	
9	ASSIST TRANSPORTATION										0								0	
10	TRANSPORTATION		62,245								62,245					98,990			98,990	161,235
11	LEGAL ASSISTANCE		31,801								31,801					20,129			20,129	51,930
12											0								0	
13	INFO. AND ASSISTANCE										0					249,221			249,221	249,221
14	OUTREACH		43,624								43,624								0	43,624
15	INFO FOR CAREGIVERS										0								0	
16	ACCESS/CAREGIVER										64,615								0	64,615
18	AAA ADMINISTRATION	21842451	60,527								168,557								0	168,557
20-1a	AFH LICENSING										20,712								0	
20-2	ADVOCACY										46,413					146,708	274,190		420,898	22,391,001
20-3	PROGRAM COORDINATION		185,246									185,246							185,246	195,720
20-4	PROGRAM DEVELOPMENT										0					10,000			10,000	195,720
20-5	TRAINING										0					173,827			173,827	195,720
20-9	MEDICAID AAA SVCS										0								0	
30-1	HOME REPAIR/MOD.										0								0	
30-2	HOME HEALTH										0								0	
30-3	IN-HOME VOLUNTEERS		11,604								11,604								0	11,604
30-4	RESPITE CARE		4,344								0								0	
30-5	RESPITE CEP										82,929								0	82,929
30-6	CAREGIVER SUPPORT GRP										12,598								0	12,598
30-7	SUP SERVICES CAREGIVERS										99,869		25,000						25,000	124,869
40-1	HEALTH/NUT. SCREEN										0								0	
40-2	EXERCISE										16,849								0	16,849
40-3	WELLNESS EDUCATION										0								0	
40-4	MENTAL HEALTH SVCS.										35,118					14,146			14,146	49,264
40-5	HEALTH EQUIP. LOAN										0								0	
40-6	MEDICAL ALERT										0								0	
40-7	MEDICAL EQUIPMENT										0								0	
40-8	RN SERVICES										0								0	
40-9	MEDICATION MANAGEMENT										10,848								0	10,848
50-1	GUARD/CONSERVATORSHIP										0					135,273			135,273	135,273
50-2	PROTECTIVE SERVICES										0								0	
50-3	ELDERLY ABUSE										6,346								0	6,346
50-4	CRIME PREV/HOME SAFETY										0								0	
50-5	LTC OMBUDSMAN										0								0	
60-1	RECREATION										0								0	
60-2	FRIENDLY VISITING										0								0	
60-3	TELEPHONE REASSURANCE										0								0	
60-4	VOLUNTEER OPPORTUNITIES										0								0	
60-5	INTERPRET/TRANSLATE		1,000								1,000								0	1,000
70-1	CASE MONITORING										0								0	
70-2	COUNSELING										0								0	
70-2a	CAREGIVER COUNSELING										0								0	
70-3	SCREENING										0								0	
70-4	GERIATRIC ASSESSMENT										0								0	
70-5	NEWSLETTER										0								0	
70-6	GATEKEEPER PROGRAM										0								0	
70-7	PLACEMENT SERVICES										0					10,000			10,000	10,000
70-8	PRIVATE CM										0								0	
70-9	TRAINING FOR CAREGIVER										0								0	
70-10	PUBLIC OUTREACHED										25,849								0	25,849
80-1	SENIOR CENTER ASSIST.										0								0	
80-2	EMPLOYMENT ASSIST.										0					269,345			269,345	269,345
80-3	UTILITY ASSISTANCE										0								0	
80-4	FINANCIAL ASSIST.										0								0	
80-5	MONEY MANAGEMENT										0								0	
80-6	CENTER RENOVATION										0								0	
80-7	HOUSING ASSISTANCE										0								0	
90-1	VOLUNTEER SERVICES										0					150,000			150,000	150,000
Total		21,842,451	770,897	326,659	553,010	45,966	379,510	8,346	577,183	5,000	2,666,571	25,000	15,000	329,580	1,812,261	323,218	0	0	2,505,039	27,014,061.22

[21] Amount reserved for OPI CEP

IID - Mod Mng: 23.601% within compliance
IIE - sup svcs: 4.44% within compliance

Max Admin: 4.79% within compliance

1.14928401 within compliance

if don't understand this formula -It does not calculate a 25% match correctly, includes OP

AAA District 2-W Washington

OAA Area Plan: 7/1/03 through 6/30/07

Date the Page Prepared or Amended:

June 18, 2003

106319

Section III E-1: Allocated Funds, Contracted Funds and Transfers

Agency Name:

Contract Period: 7/1/2003 Through 6/30/2005

Attachment 1 to Contract # Amendment #

	MEDICAID FUNDS	OAA Part B	OAA Part C-1	OAA Part C-2	OAA Part D	OAA Part E	OAA Title VII	OPI 60+	OPI <60	Other State Funds	TOTAL FUNDS
Biennial Allocation FY: 2003 - 2005	\$34,420,037	\$1,235,255	\$1,435,222	\$698,025	\$93,808	\$774,510	\$17,033	\$1,188,128	\$0	\$0	\$39,862,018
Prior Biennium Carry Over											
<input checked="" type="radio"/> Estimated <input type="radio"/> Audited		\$0	\$0	\$0	\$0		\$0	\$0			\$0
Biennial Contracted Amount	\$34,420,037	\$1,235,255	\$1,435,222	\$698,025	\$93,808	\$774,510	\$17,033	\$1,188,128	\$0	\$0	\$39,862,018
Allocation: FY 03/04											
<input checked="" type="radio"/> Planning <input type="radio"/> Actual	\$21,842,451	\$605,275	\$703,259	\$342,032	\$45,966	\$379,510	\$8,346	\$582,183	\$0	\$0	\$24,509,022
FY 03/04 Transfers		\$165,622	(\$378,600)	\$210,978	\$0		\$0	(\$5,000)	\$5,000		\$0
Total Available FY 03/04	\$21,842,451	\$770,897	\$326,659	\$553,010	\$45,966	\$379,510	\$8,346	\$577,183	\$5,000	\$0	\$24,509,022
Funds Obligated for FY 03/04	\$21,842,451	\$770,897	\$326,659	\$553,010	\$45,966	\$379,510	\$8,346	\$577,183	\$5,000	\$0	\$24,509,022
Expenditures: FY 03/04											
<input checked="" type="radio"/> Estimated <input type="radio"/> Audited											\$0
Available for FY 04/05	12,577,586	629,980	731,963	355,993	47,842	395,000	8,687	605,945	0	0	\$15,352,996
Allocation: FY 04/05											
<input checked="" type="radio"/> Planning <input type="radio"/> Actual											\$0
FY 04/05 Transfers					XXXXXXX	XXXXXX	XXXXXX				\$0
Funds Obligated for FY 04/05		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

2,666,571

Note: Negative numbers should be shown in parenthesis.

Amount reserved for OPI Client Employed Payments through SPD \$ 72,721 27,014,061.22

Xfers between C-1 + C-2 & B 165,622

within compliance

Xfers between C-1 & C-2 210,978

within compliance

within compliance

Xfers between B & C-1 + C-2 (165,622)

within compliance

out of compliance

within compliance

77777

NOTE: Multnomah County Aging and Disability Services is anticipating a carryover of more than \$250,000. Family Caregiver programs are planned using these carryover funds.

This carryover money does not appear in this amendment #10. The Area Plan will be amended after ADS closes its books by September and the exact amount is identified.

Section III E-1, Page 1

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-1

Est. Start Time: 9:30 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003

Time Requested: 10 mins

Department: Non-Departmental

Division: Commissioner District 1

Contact/s: David Martinez

Phone: (503) 988-6796

Ext.: 86796

I/O Address: 503/600

Presenters: Commissioner Maria Rojo de Steffey, Theresa Sullivan

Agenda Title: First Reading of an ORDINANCE Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?**
Approve first reading of Ordinance amending MCC §§ 9.630 and 9.620 relating to County Employee Combined Charitable Giving Campaign.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
Amendment to County Employee Combined Charitable Giving Campaign increase the number of participating umbrella organizations from seven to ten.
3. **Explain the fiscal impact (current year and ongoing).**
None

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

None.

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

None.

Required Signatures:

Department/Agency Director: Maria Rojo de Steffey Date: August 6, 2003

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC §§ 9.630 and 9.620 Relating to County Employee Combined Charitable Giving Campaign

(Language ~~stricken~~ is deleted; double underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC § 9.630 is amended as follows:

§ 9.630 Certification Criteria.

(A) The Council will certify funds or federations for the purpose of conducting a fund drive among County employees. The Council will certify only those funds or federations, which meet all the following criteria:

(1) The fund or federation is qualified as exempt under section 501(c)(3) of the Internal Revenue Code;

(2) The fund or federation disburses funds to at least ten charitable organizations that are qualified as exempt under section 501(c)(3) of the Internal Revenue Code;

(3) A fund or federation with an international, national, or regional focus must assign a local representative to be available as needed to meet the requirements of this subchapter and the Council's guidelines;

(4) The fund or federation has a written policy of nondiscrimination regarding race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income. This policy must be applicable to the staff and board of directors of the fund or federation. The Fund or Federation must also verify in writing that all its member agencies do not discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income.

(5) The fund or federation has made the filings required by the Charitable Trust and Corporation Act and the Oregon Charitable Solicitation Act and has not been found to be guilty of a violation of either act by a court of competent jurisdiction during the 12 months preceding its application for certification;

(6) The fund or federation has an unpaid board of directors;

(7) The fund or federation has been incorporated no less than one year prior to the date of application for certification as a fund or federation;

(8) The fund or federation demonstrates that it has filed IRS Form 990, its most recent audit (if revenue exceeds \$100,000) and CT12 return as required by state law and provides copies upon request by the Council;

(9) The fund or federation provides a direct designation to County employees. This does not limit the ability of a fund or federation to offer a donor option program;

(10) If certified by the County in a prior year, the fund or federation has paid the required share of costs for published materials as required under §9.650.

(B) Not more than ~~seven~~ten organizations meeting these criteria and selected by the Council may be placed on the list certified by the Board as eligible to receive contributions from County employees by payroll deduction. The selection committee consists of the voting members of the Council. It must review proposals every two years and select organizations that provide County employees with the best choices within the areas of health, human welfare services, conservation, community development, cultural enrichment, and international support.

(C) Certification of a fund or federation by the Council is valid for two years. During certification, the fund or federation must respond to reasonable requests by the Council for assurance that all requirements for certification have been and are being met. Failure to respond is grounds for decertification.

Section 2. MCC § 9.620 is amended as follows:

§ 9.620 Campaign Management Council Established.

(A) A Campaign Management Council (Council) is established. Members of the Council must be permanent County employees. The Council consists of one representative from each of the following areas:

(1) Non-Departmental;

(2) Each County department (~~the representative from Business and Community Services will be from Finance, and~~ at least one department representative must be a union member);

(3) The Sheriff's office; and

(4) The District Attorney's office.

(B) The Council will select a chair.

(C) In addition to the voting members, each fund or federation certified under this subchapter may have a nonvoting representative on the Council, and the Board will appoint a liaison.

Section 3. The amendments in Section 1 apply to the certification period beginning January 1, 2004.

FIRST READING:

August 14, 2003

SECOND READING AND ADOPTION:

August 28, 2003

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Kathryn A. Short
Kathryn A. Short, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-2

Est. Start Time: 9:40 AM

Date Submitted: 07/16/03

Requested Date: August 14, 2003

Time Requested: 5 mins

Department: Non-Departmental

Division: Chair's Office

Contact/s: John Ball and Tony Mounts

Phone: 503 988-3308

Ext.: 83958 and 84185

I/O Address: 503/600

Presenters: John Ball, Tony Mounts, Dave Boyer, Cecilia Johnson

Agenda Title: Third Reading and Possible Adoption of a Proposed ORDINANCE Creating the Departments of Business Services (MCC Chapter 6); Finance, Budget and Tax (MCC Chapter 7); and Community Services (MCC Chapter 8); Abolishing the Department of Business and Community Services; Amending and Renumbering MCC Chapter 7 and Adding Chapters 6 and 8 to Realign Departmental Responsibilities, and Declaring an Emergency

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Chair's Office requests approval of the ordinance.

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

This ordinance eliminates the Department of Business and Community Services and establishes the departments of Business Services; Community Services; and Finance, Budget and Tax. The primary motive for this change is to allow the creation of a shared services organization through the establishment of the Department of Business Services. The goals of this change were shared with the Board at their briefing on July 22, 2003.

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

The primary fiscal impact will be in the Department of Business Services. A number of new positions will be created (Director, Deputy Director, 3 Account Managers, 5 in the Service Performance Group). The majority of the cost for these positions will come from existing positions in the Budget and Service Improvement Division. A difference of approximately \$200,000 will be shared among the participating departments. Costs in the departments of Community Services and Budget, Finance and Tax will be covered within existing appropriations.

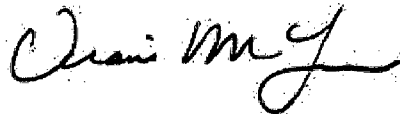
4. Explain any legal and/or policy issues involved.

The County Charter requires Board approval for the creation of departments. This ordinance meets the Charter's requirements.

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

This decision required no participation from citizens or other governments. The development of the shared services business model involved substantial employee involvement.

Required Signatures:



Department/Agency Director:

Date: 07/16/03

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Creating The Departments Of Business Services (MCC Chapter 6); Finance, Budget and Tax (MCC Chapter 7); and Community Services (MCC Chapter 8); Abolishing the Department of Business and Community Services; Amending and Renumbering MCC Chapter 7 and Adding Chapters 6 and 8 To Realign Departmental Responsibilities, and Declaring an Emergency

Multnomah County Ordains as follows:

Section 1. The Department of Business Services is created and the Multnomah County Code is amended to add Chapter 6 as follows:

CHAPTER 6 BUSINESS SERVICES

§ 6.000* GENERAL PROVISIONS

§ 6.001 Business Services Department.

The Department of Business Services is created. The head of the department is the Director of the Business Services Department (director). The department is assigned the following functions:

- (A) Acquisition, management and disposition of county facilities and lands;
- (B) Fleet, records management, archival and storage, electronic, material management and distribution services;
- (C) Plan, implement and coordinate environmental sustainability program;
- (D) Purchase material and supplies as prescribed by state law, and administer contracts;
- (E) Coordinate programs to enhance Diversity, Cultural Competency and Business Opportunities for Minorities, Women and Emerging Small Businesses;
- (F) Employee and human resource services;
- (G) Collective bargaining and labor relations matters;
- (H) Affirmative action program;
- (I) County information technology services; and
- (J) Risk management, insurance and safety programs;
- (K) Accounts payable, accounts receivable, grant management, payroll; and
- (L) SAP system.

Section 2. MCC §§ 7.004; ~~7.006~~; 7.100 – 7.104; 7.200 – 7.202; 7.350 – 7.354; 7.356 - 7.358; 7.450 – 7.456; and 7.460 – 7.461 are moved to Chapter 6, Business Services, and renumbered as shown on the attached Exhibit A. MCC § 7.355 is not needed and is deleted for clarity.

Section 3. The Department of Community Services is created and the Multnomah County Code is amended to add Chapter 8 as follows:

CHAPTER 8 COMMUNITY SERVICES

§ 8.000* GENERAL PROVISIONS

§ 8.001 Community Services Department.

The Department of Community Services is created. The head of the department is the Director of the Community Services Department (director). The department is assigned the following functions:

(A) Land use planning and development services prescribed by state law for planning, zoning, preservation of natural resources, including restoring water quality, promoting sustainable rural communities and related matters;

(B) Management and disposition of tax foreclosed properties;

(C) Services and duties prescribed by state law relating to special district annexations and withdrawals, special district and city formations, dissolutions or mergers, and boundary changes within the metropolitan service district;

(D) Services relating to county service districts and other agencies relating to the natural environment;

(E) Services and duties prescribed by state law relating to the construction, maintenance and operation of county roads and bridges;

(F) Surveys, examinations, inspections, and issuance of permits relating to construction and occupancy of buildings and other facilities;

(G) Animal services programs and facilities;

(H) County elections duties prescribed by state law; and

(I) Emergency management program and services.

Section 4. MCC §§ 7.050 – 7.067; 7.400 - 7.410; 7.600 – 7.606; 7.750 – 7.794; 7.901 – 7.910 and 7.999 are moved to Chapter 8, Community Services, and renumbered as shown on the attached Exhibit B.

Section 5. The Department of Business and Community Services is abolished; the Department of Finance, Budget and Tax is created; and MCC § 7.001 is amended as follows:

CHAPTER 7 ~~BUSINESS AND COMMUNITY SERVICES~~ FINANCE, BUDGET AND TAX

§ 7.000* GENERAL PROVISIONS

§ 7.001 ~~Business and Community Services~~ Finance, Budget and Tax Department.

The Department of ~~Finance, Budget and Tax~~ Business and Community Services is created. The head of the department is the Director of the ~~Finance, Budget and Tax~~ Business and Community Services Department (director). The department is assigned the following functions:

——— (A) ——— ~~Land use planning and development services prescribed by state law for planning, zoning, preservation of natural resources, including restoring water quality, promoting sustainable rural communities and related matters;~~

——— (B) ——— ~~Services and duties prescribed by state law relating to special district annexations and withdrawals, special district and city formations, dissolutions or mergers, and boundary changes within the metropolitan service district;~~

——— (C) ——— ~~Services relating to county service districts and other agencies relating to the natural environment;~~

——— (D) ——— ~~Acquisition, management and disposition of county facilities and lands;~~

——— (E) ——— ~~Services and duties prescribed by state law relating to the construction, maintenance and operation of county roads and bridges;~~

——— (F) ——— ~~Surveys, examinations, inspections, and issuance of permits relating to construction and occupancy of buildings and other facilities;~~

——— (G) ——— ~~Animal control programs and facilities;~~

——— (H) ——— ~~Plan, implement and coordinate environmental sustainability program;~~

——— (I) ——— ~~Fleet, records management, archival and storage, electronic, and distribution services;~~

——— (J) ——— ~~Emergency management program and services;~~

(~~K~~A) Plan, prepare and monitor the budget as ~~prescribed~~ provided by state law;

(~~L~~B) Accounting system and treasurer duties; financial reports, receipt, investment, debt management and expenditure of funds, ~~purchase material and supplies as prescribed by state law, and administer contracts;~~

(~~M~~C) Liability insurance and property insurance ~~Risk management and insurance programs;~~

——— (N) ——— ~~Coordinate programs to enhance Diversity, Cultural Competency and Business Opportunities for Minorities, Women and Emerging Small Businesses;~~

——— (O) ——— ~~Employee and human resource services;~~

——— (P) ——— ~~Collective bargaining and labor relations matters;~~

——— (Q) ——— ~~Affirmative action program;~~

- (~~RD~~) Assessor and tax collector duties prescribed by state law;
- (~~SE~~) Board of Property Tax Appeals prescribed by state law;
- (~~FE~~) Marriage license and domestic partner registration services;
- (~~UG~~) County recording duties prescribed by state law;
- ~~(V) County information technology services;~~
- ~~(W) County elections duties prescribed by state law; and~~
- (~~XH~~) Other county clerk duties prescribed by state law; and.
- (I) Administration of Business Income Tax, Transient Lodging Tax, Motor Vehicle Rental Tax and administration of other taxes as approved by the Board.

Section 6. The remaining MCC Chapter 7, Finance, Budget and Tax sections are shown on the attached Exhibit C.

Section 7. All references to the Department of Business and Community Services within the Multnomah County Code and other county documents must be changed to the appropriate new department.

Section 8. This ordinance, being necessary for the health, safety, and general welfare of the people of Multnomah County, an emergency is declared and the ordinance shall take effect upon its execution by the County Chair, pursuant to section 5.50 of the Charter of Multnomah County. For budget purposes this ordinance will take effect on July 1, 2004 and will not affect the structure of the 2003-2004 budget.

FIRST READING:

July 24, 2003

SECOND READING:

July 31, 2003

THIRD READING AND ADOPTION:

August 14, 2003

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Agnes Sowle, County Attorney

EXHIBIT A

MCC §§ 7.004; ~~7.006~~; 7.100 – 7.104; 7.200 – 7.202; 7.350 – 7.354; 7.356 - 7.358; 7.400 - 7.410; 7.450 – 7.456; and 7.460 – 7.461 are moved to Chapter 6, Business Services, and renumbered as follows:

6.000* GENERAL PROVISIONS

7.6.004 Information Fees.

7.6.005 Interest Fees.

7.6.006 Purchasing And Handling Fees.

7.6.100* RISK MANAGEMENT

7.6.100- Policy.

7.6.101 Risk Management Fund.

7.6.102 Risk Management Function.

7.6.103 Risk Assessment And Loss Prevention.

7.6.104 Authority.

7.6.200* COUNTY ATTORNEY

7.6.200- Office Established.

7.6.201 Duties.

7.6.202 Relationship To County.

7.6.350* COUNTY REAL PROPERTY

7.6.350- Definitions.

7.6.351 Duties And Powers Of County Chair.

7.6.352 List Of County Property Not Needed For Public Use.

7.6.353 Powers Of Board.

7.6.354 Direction From Board.

7.355 ~~Property Requested By Another Governmental Entity.~~

7.6.356 Disposition Of Property By Donation, Sale, Lease Or Exchange.

7.6.357 Dispositions Subject To Board Approval.

7.6.358 Administrative Rules.

7.6.450* ART ACQUISITION

7.6.450- Definitions.

7.6.451 Policy.

7.6.452 Funding.

7.6.453 Funding Sources.

7.6.454 Administration.

7.6.455 Adoption Of Guidelines.

7.6.456 Council's Decision Final.

7.6.460* SALE OF SEIZED PERSONAL PROPERTY

7.6.460- Sale For Amount Due.

7.6.461 Insufficient Bid.

EXHIBIT B

MCC §§ 7.050 – 7.067; 7.400 - 7.410; 7.600 – 7.606; 7.750 – 7.794; 7.901 – 7.910 and 7.999 are moved to Chapter 8, Community Services, and renumbered as follows:

7.8.050 *	OTHER FEES
7.8.050-	Policy.
7.8.051	Subsurface Sewage Inspections And Permits.
7.8.052	Miscellaneous Permit Fees.
7.8.053	Plan Review And Inspection Of Underground Installations And Street Intersections.
7.8.054	Road Vacation Application.
7.8.055	Street And Road Widening Permits.
7.8.056	Miscellaneous Public Works Fees.
7.8.057	Bonding.
7.8.058	Reciprocal Agreements.
7.8.059	Zone Review And Zoning Inspections.
7.8.060	Filing Of Map Surveys.
7.8.061	Fees For Certain Documents; Public Land Corner Preservation Account.
7.8.062	County Surveyor Fees.
7.8.063	Transportation Systems Development And Improvement.
7.8.064	Book Of Records.
7.8.065	Map Reproductions And Loans.
7.8.067	Boundary Change Application.
7.8.400 *	TAX FORECLOSED PROPERTY
7.8.400-	Definitions.
7.8.401	Property Administration And Evaluation.
7.8.402	Repurchase Qualifications And Contract Requirements.
7.8.403	Property Sale Restrictions.
7.8.404	Procedure For Designating Significant Environmental and Compelling Greenspace Property.
7.8.405	Procedure For Designating Buildable Property For Housing Purposes.
7.8.406	Procedure For Resolving Conflicts Between Designated Compelling Greenspace Property And Buildable Property.
7.8.407	Requesting Transfer Of Tax Foreclosed Property To Governments For Non Housing Purposes.
7.8.408	Procedure For Requesting Transfer Of Tax Foreclosed Property For Housing Purposes.
7.8.409	Procedure For Requesting Transfer Of Tax Foreclosed Property For Open Space, Parks Or Natural Areas.
7.8.410	Procedure For Disposition Of Requests For Transfer Of Tax Foreclosed Property For Housing And For Open Space, Parks Or Natural Areas.
7.8.600 *	AMMONIA EMISSIONS
7.8.600-	Title.
7.8.601	Definitions.
7.8.602	Purpose And Scope.
7.8.603	Findings.
7.8.604	Prescribed Safeguards.
7.8.605	Permits.
7.8.606	Administration And Enforcement.
7.8.750 *	SEWERAGE
7.8.750-	Title.

<u>7.8.751</u>	Scope.
<u>7.8.752</u>	Responsibilities To The District.
<u>7.8.753</u>	Permits Required.
<u>7.8.754</u>	Definitions.
<u>7.8.755</u>	Records Retention.
<u>7.8.756</u>	Disposition Of Funds.
<u>7.8.757</u>	Refunds.
<u>7.8.758</u>	Property Outside The District; Determination.
<u>7.8.759</u>	Sewer Connection Not A Right; Lateral Connection Charges.
<u>7.8.760</u>	Special Provisions.
<u>7.8.761</u>	Meters.
<u>7.8.762</u>	Criteria For Extraterritorial Sewer Main Extensions.
<u>7.8.763</u>	Sewage Disposal Agreements.
<u>7.8.764</u>	General Discharge Regulations And Limitations.
<u>7.8.765</u>	Notification Of Discharge.
<u>7.8.766</u>	Industrial Waste Restrictions.
<u>7.8.767</u>	Testing Methods.
<u>7.8.768</u>	Pretreatment Facilities.
<u>7.8.769</u>	Inspection And Sampling.
<u>7.8.770</u>	Reporting Requirements.
<u>7.8.771</u>	Industrial Waste Discharge Permits.
<u>7.8.772</u>	Spill Prevention And Control.
<u>7.8.773</u>	Termination Or Prevention Of A Discharge.
<u>7.8.774</u>	Application For Connection Work Permit.
<u>7.8.775</u>	Connection To Existing Systems.
<u>7.8.776</u>	Issuance Of Connection Work Permits.
<u>7.8.777</u>	Work Requirements Under Connection Work Permit.
<u>7.8.778</u>	Restoration Of Work Area And Maintenance Of Street Required.
<u>7.8.779</u>	Connection Required; In-Lieu User Charge.
<u>7.8.780</u>	Bond Requirements.
<u>7.8.781</u>	Storm And Sanitary Sewage Separation Required.
<u>7.8.782</u>	Basis For Charges.
<u>7.8.783</u>	Sewer User Service Charges.
<u>7.8.784</u>	Senior Citizens Rate.
<u>7.8.785</u>	Collection Of Charges.
<u>7.8.786</u>	Sewage Regulation Audit.
<u>7.8.787</u>	Record Of Charges.
<u>7.8.788</u>	Connection Fees For Equivalent Dwelling Units.
<u>7.8.789</u>	Wastewater Subject To Sewage Charges.
<u>7.8.790</u>	Extra-Strength Industrial Waste.
<u>7.8.791</u>	Line Charge.
<u>7.8.792</u>	Enforcement; Violations.
<u>7.8.793</u>	Appeals.
<u>7.8.794</u>	Other Laws Apply.
<u>7.8.900</u> *	EMERGENCY MANAGEMENT
<u>7.8.901</u>	Definitions.
<u>7.8.902</u>	Office of Emergency Management.
<u>7.8.903</u>	Incident Command System.
<u>7.8.904</u>	Emergency Management Advisory Council (EMAC).
<u>7.8.905</u>	Succession; Authority.
<u>7.8.906</u>	Declaration of Emergency.
<u>7.8.907</u>	Regulation of Persons and Property.

7.8.908	Price Gouging Prohibited.
7.8.909	Violation of Curfew or Emergency Regulation.
7.8.910	Emergency Service Workers - Volunteers.
7.8.999	Penalty.

EXHIBIT C

MCC Chapter 7, Finance, Budget and Tax sections

CHAPTER 7 FINANCE, BUDGET AND TAX

7.000* GENERAL PROVISIONS

7.001 Finance, Budget and Tax Department.

7.002 Dishonored Check Fees.

7.003 Accounting Fees.

~~7.005 Interest Fees.~~

7.007 Chair Executive Rules.

7.008 Assessment and Taxation Fees.

7.300* DOMESTIC PARTNERSHIP REGISTRY

7.301 Purpose.

7.302 Requirements.

7.303 Procedures; Fees.

7.304 Termination of Domestic Partnerships.

7.305 Public Records.

BOGSTAD Deborah L

From: FARRELL Delma D
Sent: Thursday, August 14, 2003 4:04 PM
To: BOGSTAD Deborah L
Subject: FW: Status of Resolution to Divide Department

Fyi.

-----Original Message-----

From: SOWLE Agnes
Sent: Thursday, August 14, 2003 2:15 PM
To: #ALL CHAIR'S OFFICE; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4
Cc: BALL John; BOYER Dave A; MOUNTS Tony D
Subject: Status of Resolution to Divide Department

I reviewed the broadcast of the July 31 Board Meeting as well as the annotated minutes. A motion to have the second reading and to adopt the resolution to separate BCS into three departments was made by Commissioner Rojo and seconded by Commissioner Naito. There was discussion about moving it to a third reading, but Chair Linn called for the vote. The vote was 3-2 in favor of the motion with Commissioners Cruz and Roberts voting "no." Passage of the resolution required four votes in favor so it failed. Then Commissioner Roberts made a motion to place the resolution on the agenda of the next meeting for a third reading. His motion was seconded by Commissioner Rojo, and it passed 4-1.

Commissioner Roberts' motion can only be considered a motion to reconsider. A motion to reconsider must be made immediately after the underlying vote and must be made by a member of the prevailing side. Reconsideration may take place immediately or may be postponed to a specific time, but not indefinitely. Therefore, the motion was on the agenda today as a motion to reconsider rather than a "third reading." Today Commissioner Rojo moved to postpone it again, a motion that passed.

The effect of voting on the reconsideration is no different than it would have been as a third reading, except that if it is defeated at that time, another motion to reconsider cannot be made.

The Oregonian has called asking what the status of this resolution is. I will return her call in a few minutes and give her this information. Please let me know if you have any questions.

Agnes Sowle
Multnomah County Attorney
501 SE Hawthorne Blvd., Ste. 500
Portland, OR 97214
(503)988-3138



John Ball Responds to Questions about Shared Services

A number of issues have been raised about Shared Services and the Ordinance during briefings to the Board of County Commissioners and at employee Brown Bags. John Ball, Chief Operating Officer for the County, has responded to those concerns in detail; following are his comments.

- *There's concern that transferring business services staff from line departments to the new Department of Business Services will be too much change too fast.*

The plan for the Department of Business Services does include a transfer of staff, but every effort will be made to ensure that the process is carefully managed, with opportunities for input. Formal reporting relationships are slated to change in October, but even when they do occur, most line staff will be doing the same jobs for the same departments. There will be a re-design of work, with the goal of enhancing both effectiveness and efficiency, but that will be a gradual process. The redesign of business functions will involve many of the individuals actually doing the work now and many of their departmental customers, and it is not our intent to rush this redesign process.

- *Will plans to collect statistical and cost data on particular services result in contracting services out?*

There is no intent to contract out business services. Data will be collected to verify service levels and determine where we need to concentrate our improvement efforts. Once we've established a baseline, we will be able to document and report progress and improvements to the Board, to our employees and to citizens.

- *Will Shared Services save money?*

During the FY03 mid-year rebalance, before the Shared Services project was initiated, the Board identified a savings target of \$225,000 (\$450,000 annually) for business services in DBCS. The FY04 adopted budget represents almost \$7million in reductions to business service countywide, fifteen times the target identified during midyear reductions. Given these cuts, the primary objective of Shared Services (as indeed for all county services) is to deliver the best possible services with available resources. In the longer term we expect the Shared Services Organization will help us contain the cost of business services.

- *What is the purpose of the ordinance?*

The purpose of the ordinance is to take one, very large department with many focuses, and create three smaller departments, each of which has a more clearly defined goals and customers.

- The Department of Business Services will provide the business support services (e.g., paying bills, processing contracts, recruitment, payroll, facilities management, information

technology, fleet and distribution services) to other county departments. Its customers are the other departments.

- The Department of Finance, Budget and Tax will handle county-wide financial functions, including general ledger, budget coordination, tax policy and collection and treasury.
- The Department of Community Services will provide direct services, including elections, animal services, transportation and housing. This is a "line department" (like Library, Health, Community Justice, and County Human Services), and its services are delivered to the residents of the county.
- *Will creating three new departments result in a top-heavy management structure?*

The new Department of Business Services will include four new management positions. Two previous management positions are also slated to go into the bargaining unit. When spread over the more than 830 positions in the current Department of Business and Community Services, the effect of these shifts on management to represented staff ratios will be very small.

- *Will shared services make a difference to taxpayers?*

When the economy improves, shared services will help us contain the cost of providing business services, thus allowing us to dedicate as many dollars as possible to residents. When it's fully implemented, shared services will also standardize many of our business processes, such as contracts and procurement. Currently, many of our external customers – agencies, companies and other organizations – do business with different county departments, each of which has different procedures. Standardizing these processes to present a common 'face' to our customer will be more efficient and a savings of resources for both the county and our customers.

Please continue to provide input and questions to us, during meetings with various stakeholder groups, at the Brown Bag sessions, or through the Shared Services Mint site. I appreciate the thoughtful comments and questions that have been raised and I look forward to communicating with you in the future.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-3

Est. Start Time: 9:45 AM

Date Submitted: 07/24/03

Requested Date: August 14, 2003

Time Requested: 5 Minutes

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn; John Ball, COO

Phone: 503 988-3308

Ext.: 83308

I/O Address: 503/600

Presenters: Chair Diane Linn, John Ball

Agenda Title: Resolution Consenting to Chair's Department Director Appointments

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Requesting approval of Resolution consenting to Chair Department Director Appointments:

Appointment of Cecilia Johnson as Director of the Department of Community Services
Appointment of David Boyer as Director of the Department of Finance, Budget and Tax
Appointment of Tony Mounts as Director of the Department of Business Services

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

With the passage of an Ordinance scheduled for second reading and adoption on July 31, 2003, the Board established three new departments and abolished the Department of Business and Community Services. The County Charter permits the County Chair to appoint department directors with the consent of the Board. This resolution is necessary to confirm leadership for the new departments.

Cecilia Johnson has been a department director for Multnomah County since 2000. She led the Department of Support Services, the Department of Business and Community Services and will now lead the Department of Community Services. Cecilia has over 20 years of experience in state and local government. Dave Boyer has been a finance manager for Multnomah County for over 20 years. Dave is a proven leader and is well recognized in the finance profession for his expertise and integrity. Tony Mounts has been Budget and Service Improvement Director for Multnomah County since 2001. Prior to coming to the County, he held management positions with the cities of Eugene and Gresham and with Metro. He has demonstrated positive and innovative leadership during a difficult fiscal period.

All three individuals have proven management skills in this organization. Details of their work history and experience are available upon request.

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

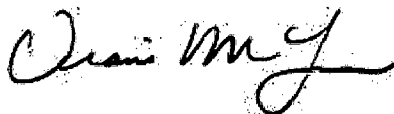
No new expenditures are required for this action. All three of the Department Director appointments already occupy senior management positions with Multnomah County, one as an existing Department Director. The marginal costs of reclassifying the other two positions are funded within existing appropriations.

4. Explain any legal and/or policy issues.

As described above, this resolution is required by County Charter.

5. Explain any citizen and/or other government participation that has or will take place. None

Required Signatures:



Department/Agency Director:

Date: 07/24/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Consent to Chair Department Director Appointments

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 6.10(3) provides that Chair appointment of department heads (directors) is subject to consent of a majority of the Board.
- b. The Board enacted an ordinance creating the Departments of Business Services; Finance, Budget and Tax; and Community Services effective August 30, 2003.
- c. Beginning August 30, 2003, the Chair appoints Department Directors as follows:

Cecilia Johnson as Director of the Department of Community Services
David A. Boyer as Director of the Department of Finance, Budget and Tax
Tony D. Mounts as Director of the Department of Business Services

The Multnomah County Board of Commissioners Resolves:

1. In accordance with Multnomah County Charter Section 6.10(3), the Board consents to the following appointments:

Cecilia Johnson as Director of the Department of Community Services
David A. Boyer as Director of the Department of Finance, Budget and Tax
Tony D. Mounts as Director of the Department of Business Services

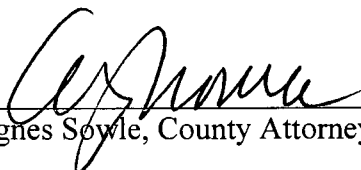
ADOPTED this 14th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-4

Est. Start Time: 9:47 AM

Date Submitted: 07/23/03

Requested Date:	August 14, 2003	Time Requested:	2 minutes
Department:	Non-Departmental	Division:	Chair's Office
Contact/s:	John Ball / Agnes Sowle		
Phone:	(503) 988-3958, (503) 988-3138	I/O Address:	503/500
Presenters:	Agnes Sowle		

Agenda Title: RESOLUTION Establishing Fees and Charges for Chapter 6, Business Services, of the Multnomah County Code

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Adopt Resolution Establishing Fees and Charges for Chapter 6, Business Services, of the Multnomah County Code, effective August 30, 2003.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** On July 10, 2003, the Board adopted Resolution 03-099 establishing fees for MCC Chapter 7, Business and Community Services. The Board is expected to adopt an ordinance creating the Department of Business Services (MCC Chapter 6), the Department of Finance, Budget and Tax (MCC Chapter 7) and the Department of Community Services (MCC Chapter 8). The ordinance effectively moves some of the provisions of MCC Chapter 7 into MCC Chapter 6, effective August 30, 2003. It is necessary to correct code references and establish fees and charges for the new Chapter 6.
- 3. Explain the fiscal impact (current year and ongoing).** None

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

If a budget modification, explain: N/A

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

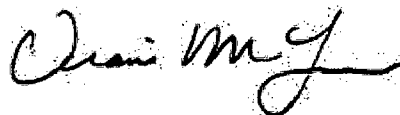
If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues.** This provides an appropriate mechanism to implement County policies adopted by Ordinance and codified in the Multnomah County Code.
5. **Explain any citizen and/or other government participation that has or will take place.** None.

Required Signatures:

Department/Agency Director:



Date: 7/23/2003

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing Fees and Charges for Chapter 6, Business Services, of the Multnomah County Code

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 03-099 establishing fees for MCC Chapter 7, Business and Community Services on July 10, 2003.
- c. On July 31, 2003, the Board adopted an ordinance creating the Department of Business Services (MCC Chapter 6), the Department of Finance, Budget and Tax (MCC Chapter 7) and the Department of Community Services (MCC Chapter 8). The ordinance effectively moved some of the provisions of MCC Chapter 7 into MCC Chapter 6, effective August 30, 2003. It is necessary to correct code references and establish fees and charges for the new Chapter 6.
- d. All fees and charges established by Resolution 03-099 remain the same but are being moved and established in the new code chapters.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 6, Business Services, of the Multnomah County Code are set as follows:

Section 6.005. INTEREST FEES.

The interest rate on receivables is 1.5% per month.

Section 6.006: PURCHASING AND HANDLING FEES.

The fee for purchasing and stores services is 10% of the value of goods purchased and handled.

2. This resolution takes effect and Resolution 03-099 is repealed on August 14, 2003.

ADOPTED this 14th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-5

Est. Start Time: 9:48 AM

Date Submitted: 07/23/03

Requested Date: August 14, 2003

Time Requested: 2 minutes

Department: Non-Departmental

Division: Chair's Office

Contact/s: John Ball / Agnes Sowle

Phone: (503) 988-3958, (503) 988-3138

I/O Address: 503/500

Presenters: Agnes Sowle

Agenda Title: RESOLUTION Establishing Fees and Charges for Chapter 7, Finance, Budget and Tax, of the Multnomah County Code and Repealing Resolution 03-099

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Adopt Resolution Establishing Fees and Charges for Chapter 7, Finance, Budget and Tax, of the Multnomah County Code and Repealing Resolution No. 03-099, effective August 30, 2003.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** On July 10, 2003, the Board adopted Resolution 03-099 establishing fees for MCC Chapter 7, Business and Community Services. The Board is expected to adopt an ordinance creating the Department of Business Services (MCC Chapter 6), the Department of Finance, Budget and Tax (MCC Chapter 7) and the Department of Community Services (MCC Chapter 8). The ordinance effectively moves some of the provisions of MCC Chapter 7 into MCC Chapters 6 and 8, effective August 30, 2003. It is necessary to establish the new Chapter 7 fees and charges and repeal Resolution 03-099.
 3. **Explain the fiscal impact (current year and ongoing).** None

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

If a budget modification, explain: N/A

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

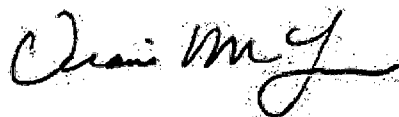
If grant application/notice of intent, explain: N/A

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

- 4. Explain any legal and/or policy issues.** This provides an appropriate mechanism to implement County policies adopted by Ordinance and codified in the Multnomah County Code.
- 5. Explain any citizen and/or other government participation that has or will take place.** None.

Required Signatures:

Department/Agency Director:



Date: 7/23/03

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing Fees and Charges for Chapter 7, Finance, Budget and Tax, of the Multnomah County Code and Repealing Resolution No. 03-099

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 03-099 establishing fees for MCC Chapter 7, Business and Community Services on July 10, 2003.
- c. On July 31, 2003, the Board adopted an ordinance creating the Department of Business Services (MCC Chapter 6), the Department of Finance, Budget and Tax (MCC Chapter 7) and the Department of Community Services (MCC Chapter 8). The ordinance effectively moved some of the provisions of MCC Chapter 7 into MCC Chapters 6 and 8, effective August 30, 2003. It is necessary to establish the new Chapter 7 fees and charges and repeal Resolution 03-099.
- d. All fees and charges established by Resolution 03-099 remain the same but are being moved and established in the new code chapters.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 7, Finance, Budget and Tax, of the Multnomah County Code are set as follows:

Section 7.002. DISHONORED CHECK FEES.

The fee for processing a dishonored check, draft or money order is \$25.00.

Section 7.008. ASSESSMENT AND TAXATION FEES.

(A) For any printout or copy of an appraisal card for any tax account, the division of assessment and taxation shall charge a fee of \$1.00 per page, provided that where printouts or appraisal cards are requested and provided for more than one tax year or for any tax year other than the current year, the division shall charge an additional fee of \$1.00 for each such year.

(B) For the division's services in gathering, preparing or providing nonstandard information upon request, the division shall collect a fee equal to its actual cost, as determined by the director of the division.

(C) In addition, the division shall charge the following fees for copies provided by it:

MICROFICHE	
Assessment roll	\$ 100.00
Property owners index	25.00
Property address index	25.00
Sales data—per month	50.00
Individual copies of microfiche:	
First copy	10.00
Each additional copy	1.00

Merged recording indices	100.00
Record indexing fee, per document	1.00
ELECTRONIC FILES	
Assessment roll	200.00
Property Administration	100.00
Tax bills	100.00
Delinquent taxes	50.00
Situs address	75.00
Sales	75.00
Deeds	75.00
Property Owners	75.00
Property Improvement Characteristics	300.00
Property Land Characteristics	75.00

Section 7.303.

DOMESTIC PARTNERSHIP REGISTRATION FEES:

Filing Fees:

Registration:

\$60 to be distributed as follows:

\$25 to county (General Fund) for processing
\$25 to the Multnomah County Community and Family Services – Clearinghouse to be used for safe housing for Domestic Violence victims
\$10 for conciliation services provided under ORS §§ 107.5100 to 107.610 to county for processing

Termination:

\$25.00

2. This resolution takes effect and Resolution 03-099 is repealed on August 14, 2003.

ADOPTED this 14th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-6

Est. Start Time: 9:49 AM

Date Submitted: 07/23/03

Requested Date:	August 14, 2003	Time Requested:	2 minutes
Department:	Non-Departmental	Division:	Chair's Office
Contact/s:	John Ball / Agnes Sowle		
Phone:	(503) 988-3958, (503) 988-3138	I/O Address:	503/500
Presenters:	Agnes Sowle		

Agenda Title: RESOLUTION Establishing Fees and Charges for Chapter 8, Community Services, of the Multnomah County Code

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Adopt Resolution Establishing Fees and Charges for Chapter 8, Community Services, of the Multnomah County Code, effective August 30, 2003.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** On July 10, 2003, the Board adopted Resolution 03-099 establishing fees for MCC Chapter 7, Business and Community Services. The Board is expected to adopt an ordinance creating the Department of Business Services (MCC Chapter 6), the Department of Finance, Budget and Tax (MCC Chapter 7) and the Department of Community Services (MCC Chapter 8). The ordinance effectively moves some of the provisions of MCC Chapter 7 into MCC Chapter 8, effective August 30, 2003. It is necessary to correct code references and establish fees and charges for the new Chapter 8.
- 3. Explain the fiscal impact (current year and ongoing).** None

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

If a budget modification, explain: N/A

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

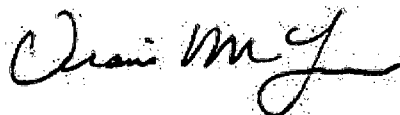
If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues.** This provides an appropriate mechanism to implement County policies adopted by Ordinance and codified in the Multnomah County Code.
5. **Explain any citizen and/or other government participation that has or will take place.** None.

Required Signatures:

Department/Agency Director:



Date: 7/23/2003

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing Fees and Charges for Chapter 8, Community Services, of the Multnomah County Code

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 03-099 establishing fees for MCC Chapter 7, Business and Community Services on July 10, 2003.
- c. On July 31, 2003, the Board adopted an ordinance creating the Department of Business Services (MCC Chapter 6), the Department of Finance, Budget and Tax (MCC Chapter 7) and the Department of Community Services (MCC Chapter 8). The ordinance effectively moved some of the provisions of MCC Chapter 7 into MCC Chapter 8, effective August 30, 2003. It is necessary to correct code references and establish fees and charges for the new Chapter 8.
- d. All fees and charges established by Resolution 03-099 remain the same but are being moved and established in the new code chapters.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 8, Community Services, of the Multnomah County Code are set as follows:

Section 8.052. MISCELLANEOUS PERMIT FEES.

See Exhibit A attached.

Section 8.053. PLAN REVIEW AND INSPECTION OF
UNDERGROUND INSTALLATIONS AND STREET INTERSECTIONS.

See Exhibit B attached

Section 8.054: ROAD VACATION APPLICATION.

Feasibility study:	\$200.00
Application:	120% of estimated costs
Minimum:	\$1,000.00 plus \$65.00 for posting

Section 8.055. STREET AND ROAD WIDENING PERMITS.

- (B) The construction permit deposit schedule for engineering, design, project management, and administration shall be as follows:

Project Cost as Estimated by the County	Deposit
Minimum Deposit at the time of application	800.00
\$4,000.00 to \$10,000.00	20%
\$20,000.00 to \$50,000.00	\$2,000.00 plus 12.0% over \$10,000.00
\$50,000.00 and over	\$6,800.00 plus 10.0% over \$50,000.00

Section 8.056. MISCELLANEOUS PUBLIC WORKS FEES.

For services provided by the department in connection with design, plan review and inspection of items not set forth elsewhere, the department shall charge fees sufficient to cover the actual cost of services. The following are deposits only. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the project. The difference between the actual costs and the deposit will either be billed or refunded to the permit holder.

Project cost as Estimated by the county	Deposit
Minimum deposit at the time of application	\$800.00
\$4,000.00 to \$10,000.00	\$20%
\$10,000.00 to \$50,000.00	\$2,000.00 plus 12.0% over \$10,000.00
\$50,000.00 and over	\$6,800.00 plus 10.0% over \$50,000.00

Section 8.059. ZONE REVIEW AND ZONING INSPECTIONS.

For conducting any zone review prior to the issuance of a building or mobile home permit, the department shall charge a fee of \$25.00 or 15 percent of the permit fee, whichever is greater; provided that the fee for review of applications for permits to construct one-or two-family dwellings shall not exceed \$25.00. Zoning review fees are payable upon permit application. For conducting any zoning inspection during construction or after completion of construction, the department shall charge a fee equal to the greater of \$25.00 or 35 percent of the building permit fee, to be collected at the time the permit is issued, provided, however, that no fee for zoning inspection of one- and two-family dwellings shall exceed \$25.00. Zoning inspection fees are payable upon permit issuance.

Section 8.060. FILING OF MAP SURVEYS.

A fee of \$225.00 shall accompany each filing of a map of survey

Section 8.061. FEES FOR CERTAIN DOCUMENTS; PUBLIC LAND CORNER PRESERVATION ACCOUNT.

Document filing fee: \$5.00

Section 8.062. COUNTY SURVEYOR FEES.

- (A) Fees are based on the following procedures and requirements on partition, subdivision and condominium plats.
 - (1) Submit a boundary survey to the County surveyor a minimum of 30 days prior to the submission of the final subdivision or condominium plat. If warranted, the county surveyor may waive this requirement.
 - (2) In addition to the requirements of ORS 209.250, a survey, and a partition plat if a separate survey has not been filed shall show all obvious encroachments or hiatus

created by deeds, buildings, fences, cultivation, previous surveys and plats, or similar means and any other conditions that may indicate that the ownership lines as surveyed may be different than those shown on the survey.

- (3) The county surveyor may refuse to approve a plat if the surveyor finds an encroachment or hiatus. Evidence that the hiatus or encroachment has been eliminated may be required, or the county surveyor may require that it be shown on the plat if it cannot be eliminated.
 - (4) All partition, subdivision, and condominium final plats, including those inside city limits, shall be checked and approved by the county surveyor prior to recording. No plat shall be recorded without such approval. This approval by the county surveyor shall be valid for 30 days from the date of approval to the date submitted for recording, after 30 days the approval is withdrawn and must be resubmitted.
 - (5) All partition, subdivision, and condominium final plats submitted for approval shall be accompanied by a report, issued by a title insurance company, or authorized agent to perform such service in Oregon, setting forth ownership and all easements of record, together with a copy of the current deed and easements for the platted property, and copies of the deeds for all abutting properties and other documentation as required by the county surveyor. The report shall have been issued no more than 15 days prior to plat submittal to the county surveyor. A supplemental report may be required by the county surveyor.
- (B) A deposit for the following county surveyor functions shall be made with the submission of the material. The final fee will be determined at completion of the project based on actual costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be paid prior to approval of the final plat or refunded to the applicant except for post-monumented plats, which will not be refunded until after completion of the interior monumentation; the survey filing fee is non-refundable.

- (1) Partition Plat Review, the deposit shall be:

Base Deposit	\$480.00 plus
Survey filing Fee	\$225.00

- (2) Pre-monumented Plat Review, the deposit shall be:

Base Deposit	\$700.00 plus
Survey Filing Fee	\$225.00 plus
Per Lot, Tract, or Parcel	\$ 35.00 each, plus
Per gross acre of the subdivision if the average Lot size exceeds 15,000 sq. ft	\$ 31.00 per acre

- (3) Post-Monumented Plat Review, the deposit shall be:

An estimate by the county surveyor based on the complexity of the plat at 120 percent of the estimate; the minimum deposits shall be:

Base Deposit	\$795.00 plus
Survey Filing Fee	\$225.00 plus

Per Lot, Tract, or Parcel	\$45.00 each, plus
Per gross acre of the subdivision if the average lot size exceeds 15,000 sq. ft.	\$31.00 per acre

- (4) For Condominium Plat Review, the deposit shall be:

Base Deposit	\$770.00 plus
Each Building	\$105.00 each, plus
Survey Filing Fee	\$225.00

- (5) For Condominium Plat Amendment Review, the deposit shall be:

Base Deposit	\$500.00 plus
Survey Filing Fee	\$225.00

- (C) Posting of street vacations in accordance with ORS 271.230(2) \$ 65.00
- (D) Review, Approval, and Posting of Affidavits of correction \$ 45.00 plus county clerk's recording fee
- (E) For services required by ORS 100.115 in connection with reclassification or withdrawal of variable property from unit ownership as provided in ORS 100.115(1) or (2), or removal of property from any condominium plat as provided in ORS 100.600(2), the fee will be \$150.00.
- (F) In accordance with ORS 92.070(5), (1997), relating to the reestablishment of Subdivision Plat Monuments and the review and recordation of the required surveyor's affidavit in support thereof, the affidavit recording fee shall be \$100.00 plus the county clerk's recording fee.
- (G) In accordance with ORS 100.115(6), (1997), relating to Declaration Amendment Review service, the fee shall be \$100.00 plus the county clerk's recording fee.

Section 8.064. BOOK OF RECORDS.

Minimum per roll of 16mm:	\$12.00
Minimum per roll for 35mm microfilm:	\$15.00
Minimum for microfiches:	\$ 2.00

Section 8.065. MAP REPRODUCTIONS AND LOANS.

For the services of the department in reproducing and loaning maps, fees shall be charged in accordance with the following schedules:

Standard Weight	Blackline	Sepia
¼ Section		
30 inches x 36 inches	\$3.00	\$5.00

Standard Weight	Blackline	Sepia
600 Scale		
21 inches x 33 inches	\$2.00	\$3.00
Plat		
18 inches x 24 inches	\$2.00	\$2.00
1,000 Scale		
13 inches x 21 inches	\$1.00	\$2.00

Photostat copy where no tracing exists: \$5.00

Office duplicator copy of a portion of a map: \$1.50

For loaning sepia or plat tracing, 48-hour
limit excluding weekends and holidays: \$0.50 each

Each additional 48 hours excluding weekends and holidays: \$2.00 each

Condominium hardboard and tracing recording: \$9.00 per page.

Section 8.067. BOUNDARY CHANGE APPLICATION.

For services provided by the department in connection with processing a boundary change petition, the department shall charge fees sufficient to cover the actual cost of services. The following is a deposit only and is in addition to any other fees, deposits or charges authorized by law. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the process. The difference between the actual costs and the deposit will either be billed or refunded to the applicant. Minimum Deposit: \$2,300 per application (includes Metro mapping service fee).

Section 8.408. PROCEDURE FOR REQUESTING TRANSFER OF TAX
FORECLOSED PROPERTY FOR HOUSING PURPOSES:

Non-refundable Application Fee: \$50.00

Section 8.410. PROCEDURE FOR DISPOSITION OF REQUESTS FOR TRANSFER
OF TAX FORECLOSED PROPERTY FOR HOUSING AND FOR OPEN SPACE, PARKS OR
NATURAL AREAS:

Non-refundable Transfer Fee: \$200.00

Section 7.605. PERMITS.

Ammonia storage: \$25.00

Section 7.783. SEWER USER SERVICE CHARGES.

Per equivalent dwelling unit, per month: \$14.00
Pumping, per 1,000 cubic feet water \$0.50 to \$2.00
consumption per month:

Section 7.784. SENIOR CITIZENS RATE

Per month: \$7.00

Section 7.788. CONNECTION FEES.

- (A) The following fees for connection with a public sewer inside or outside the district shall become effective November 1, 1984, and shall be based on equivalent dwelling units and shall be as follows:
- (1) Residential Users:
 - (a) Single-family unit connection fee, October 1, 1984: \$1,100.00
 - (b) Multifamily unit connection fee:
 - (i) First living unit: \$1,100.00
 - (ii) Each additional living unit: \$ 935.00
 - (2) Nonresidential users: The formula for computing the connection fee for a nonresidential user shall be equal to the equivalent dwelling units multiplied by \$1,100.00. Equivalent dwelling units shall be determined by table 2 of MCC 7.783.
 - (3) Combined dwelling units and others: Where both dwelling units and other occupancies are combined on the same property, the charges for sanitary connection shall be at the living unit rate for the dwelling units required in subsection (A)(1)(b) of this section, plus the rates given in (A)(2) for the nonresidential users of the property.

Section 7.790. EXTRA-STRENGTH INDUSTRIAL WASTE.

- (D) *Extra-strength rates.* Effective October 1, 1984:

BOD, per pound	\$0.097
Suspended solids, per pound	\$0.106

- (E) *Industrial waste discharge permit fees.*

- (1) The engineer shall determine the effective period for the permit, based upon such factors as concentration, volume, and origin of the discharge. In no case shall an industrial waste permit be effective for a period exceeding five years.
- (2) Except as provided in subsection (F)(2)[sic], fees for industrial waste discharge permits shall be \$75.00 for each permit and \$50.00 for each renewal of a permit. However, permit renewals which involve new or additional discharges from those in the preceding permit shall have a fee of \$75.00. Where a permit is issued as a result of a violation, the permit fee shall be \$150.00. Fees are payable to the county as part of the application for the permit or permit renewal.
- (3) Where the owner of a property is discharging industrial wastes prior to the effective date of the ordinance comprising this subchapter, the owner shall be issued an industrial waste discharge permit at no charge, but will then be subject to the renewal fees and requirements of this section.

- (F) *Minimal charges suspension.* The engineer may establish a minimum limit for monthly extra-strength charges. The billing for all accounts whose monthly extra-strength charges are below this minimum limit will be suspended until such time as they are found to be higher.
- (G) *Adjustments.* The engineer may check sewage strength as outlined in this section and adjust charges where applicable at any time in accordance with the most recent analysis.
- (H) *Resampling request; fees.* Any discharger may request the district to resample wastewater at no charge if 18 months or more have elapsed since the last such sampling. If less than 18 months have elapsed since the last sampling, then requests for the district to resample wastes shall be submitted in writing and accompanied by full payment for the resampling fee. The fee to each account for five days of sampling is \$500.00 per sample, per sampling point. The fee for one day's resampling is \$125.00 per sample, per sampling point.

2. This resolution takes effect on August 14, 2003.

ADOPTED this 14th day of August, 2003.

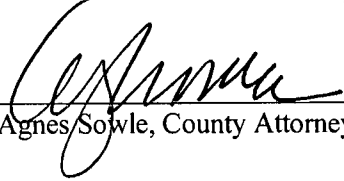
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Agnes Sowle, County Attorney

EXHIBIT A

Section 8.052. MISCELLANEOUS PERMIT FEES

Miscellaneous permit fees.

The following fees shall be charged for permits:

- (A) For overweight or over dimensional moves, except for moves as specified in MCC 8.052(A)(2), either single trip or annual permit, the fee shall be \$8.00. Future fee increases by the Oregon Department of Transportation shall automatically increase the county's fee for this service to the same level, without action of the board of county commissioners.
- (B) For building and structure move permits permittee shall post a deposit of \$1,000.00 prior to issuance of a permit. Non-refundable permit application, investigation and issuance fees for structures under 14 feet in width and 15 feet in height shall be \$115.00. For structures exceeding the above dimensions, the non-refundable permit fee shall be \$145.00. Inspection fees to be billed at the actual costs incurred by the county including overhead and equipment costs. For over-dimensional moves other than house moves, the non-refundable permit fees for heights over 17 feet in width shall be \$75.00 for a normal workday, and \$350.00 for holidays and weekends.
- (C) For permits issue for manholes for storm and sanitary sewers, the fee shall be \$30.00 per manhole.
- (D) For permits issued for canopies, awnings and marquees, a fee of \$40.00 shall be charged.
- (E) For permits issued for construction or reconstruction of driveway approaches, the fees shall be:
 - (1) \$90.00 first driveway approach.
 - (2) \$60.00 each additional driveway approach inspected at the same time as first approach.
 - (3) Common access way permit fees for plan review and inspection shall be \$120.00 or \$0.06 per square foot of common access way, whichever is greater. The above fee will include the first driveway approach fee under section 8.052(E)(1).
 - (4) \$90.00 for agriculture approaches.
 - (5) \$90.00 for temporary logging approaches.
- (F) For permits issued for sewer connections, the fee shall be \$120.00 per connection.
- (G) For a drilling or boring test hole permit, the fee shall be \$84.00 each.
- (H) For curb drain outlet construction or reconstruction, including drainage connections to catch basins, a fee of \$20.00 shall be charged.

- (I) For sidewalk construction or reconstruction, the fee shall be \$0.25 per square foot with a minimum fee of \$10.00. For curb construction or reconstruction the fee shall be \$0.35 per lineal foot with a minimum fee of \$10.00.
- (J) The fee to release advertising benches picked up within the right-of-way shall be \$50.00 per bench.
- (K) For any excavation, construction, reconstruction, repair, removal, abandonment, placement or use within the right-of-way, the permit fee shall be a minimum of \$50.00.
- (L) For material filing or excavating within the public right-of-way, the permit fee shall be \$50.00.
- (M) For underground storm or sanitary sewer construction, reconstruction or repair permits, including property service and laterals not maintained by the county, the fees shall be:

<i>Length of Conduit Constructed, Reconstructed, Repaired or Exposed for Repair</i>				<i>Fee</i>
0	-	50	feet	\$50.00
51	-	100	feet	60.00
101	-	200	feet	70.00
201	-	300	feet	75.00
301	-	400	feet	80.00
401	-	500	feet	85.00
501		feet and over		\$85.00 plus \$0.07 per foot over 500 feet

Conduit diameters exceeding 24 inches shall be assessed a surcharge onto the above rates of \$0.01 per foot of diameter per foot of length.

- (N) If work is commenced on a project requiring a permit without first securing the permit, the fee shall be double the fee established in this section. If the fee required by this subsection is not paid directly to the department by the owner of the property, the person paying the penalty shall be required to notify the owner that the penalty was imposed. Payment of the fee shall not relieve or excuse any person from penalties imposed for violation of any applicable statutes or ordinances.
- (O) If work is commenced on a project requiring a permit without first securing the permit, the fee shall be double the fee established in this section. If the fee required by this subsection is not paid directly to the department by the owner of the property, the person paying the penalty shall be required to notify the owner that the penalty was imposed. Payment of the

fee shall not relieve or excuse any person from penalties imposed for violation of any applicable statutes or ordinances.

- (P) A permit deposit for each permit authorizing work under ORS 374.305 not covered in this section shall be 120 percent of estimated amount of charges based on the estimated hours or part thereof for plan review and/or inspection. The final fee will be determined at completion of the project based on the actual costs incurred by Multnomah County including overhead and other related costs. The difference between the two amounts will be billed or refunded to the permit holder with the minimum fee being \$50.00.
- (Q) Permits under this section shall be issued without charge when a permit is required as a direct result of a county public works improvement. For temporary closure of any street or any portion of a street, the fee shall be \$84.00.[Ord. 126 § 9 (1976); Ord. 195 § 6 (1979); Ord. 256 § 2 (1980); Ord. 278 § 3 (1981); Ord. 367 § 1 (1983) (court of appeals held that payment of fee for permit by utility companies was in violation of ORS 758.010 on May 16, 1984, supreme court denied petition for review August 8, 1984, court of appeals decision became enforceable September 10, 1984); Ord. 467 § 2 (1985); Ord 826 § 2(A)--(H) (1995)]

EXHIBIT B

Section 8.053. PLAN REVIEW AND INSPECTION OF UNDERGROUND INSTALLATIONS AND STREET INTERSECTIONS

Fees for plan review and inspection of underground installations and street intersections.

- (A) For plan review and inspection of any storm sewer line installation, when completed facilities are to be maintained by the county, the fee shall be:

<i>Estimated or Bid Construction Cost</i>			<i>Fee</i>
0.00	-	\$1,000.00	\$50.00
\$1,000.00	-	5,000.00	\$50.00 plus 1.25% over \$1,000.00
5,000.00	-	10,000.00	\$100.00 plus 1.00% over \$5,000.00
10,000.00	-	15,000.00	\$150.00 plus 0.90% over \$10,000.00
15,000.00	-	20,000.00	\$195.00 plus 0.80% over \$15,000.00
20,000.00	-	25,000.00	\$235.00 plus 0.70% over \$20,000.00
25,000.00	-	30,000.00	\$270.00 plus 0.60% over \$25,000.00
30,000.00	-	35,000.00	\$300.00 plus 0.50% over \$30,000.00
35,000.00	-	40,000.00	\$325.00 plus 0.40% over \$35,000.00
40,000.00	-	45,000.00	\$345.00 plus 0.30% over \$40,000.00
45,000.00	-	50,000.00	\$360.00 plus 0.20% over \$45,000.00
50,000.00	-	and over	\$370.00 plus 0.74% over \$50,000.00

- (B) When submitting plans for review, the applicant shall submit a copy of the engineer's estimate or the bid construction cost. No plans will be reviewed without the required cost figures. If, in the opinion of the director of the department, the cost figures appear unreasonable, the director shall establish the permit fee based upon the director's cost estimate of the work to be done. The director shall submit a report to the county executive/chair of the board of county commissioners whenever a cost estimate is adjusted and shall state the reasons therefore.
- (C) For utility lines, including storm and sanitary sewers, to be maintained by others, not connecting to a county-maintained system but located within county-controlled right-of-way or easements, the plan review and inspection fee will be \$40.00 plus \$0.10 per foot of line.
- (D) For storm or sanitary sewer line systems located on private land connecting to county maintained systems, the plan review and inspection fee will be a minimum of \$40.00 plus \$10.00 for each acre or fraction thereof within the development area. Developments requiring both storm and sanitary system review will be charged that rate for each.

- (E) A sewer line system for fee purposes means a line with two or more connections including lateral lines, house branches, inlets or any other appurtenance contributing discharge.
- (F) Plan review and inspection fees will be established by the director for connections to a county system where the development area is not discernable or applicable. A deposit shall be 120 percent of estimated amount of charges based on the estimated hours or parts thereof required for plan review and/or inspection. The final fee will be determined at completion of the project based on costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be billed or refunded to the permit holder.
- (G) For plan review and inspection of each street intersection or vehicle access, either public or private, other than a standard driveway approach, a fee of \$40.00 will be charged.
- (H) Plans shall be reviewed by Multnomah County under this section for compatibility with the comprehensive plan, conformance to county design criteria, as applicable, and for general protection of county facilities as considered necessary.
- (I) Inspection by Multnomah County under this section will be cursory only and will not relieve the owner, contractor or engineer of responsibility for the project being completed according to plans and specifications.

[Ord. 126 § 10 (1976); Ord. 826 § 2(I), (J)(1995)]

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-7

Est. Start Time: 9:50 AM

Date Submitted: 08/06/03

Requested Date: August 14, 2003

Time Requested: 15 mins

Department: Non Departmental

Division: Auditor

Contact/s: Judy Rosenberger

Phone: 503/988-3320

Ext.: 83320

I/O Address: 503/601

Presenters: Suzanne Flynn, LaVonne Griffin-Valade

Agenda Title: Audit Follow-Up Report Contracted Human Services

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 3. **Explain the fiscal impact (current year and ongoing).**

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**

- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

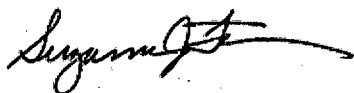
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

Required Signatures:

Department/Agency Director:



Date: August 6, 2003

Budget Analyst

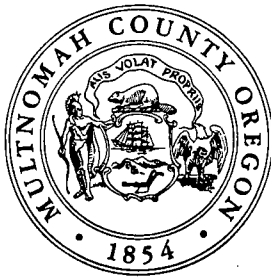
By:

Date:

Dept/Countywide HR

By:

Date:



Suzanne Flynn
Multnomah County Auditor

501 S.E. Hawthorne, Room 601
Portland, Oregon 97214
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Telefax (503) 988-3019
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Audit Follow-Up Report #5 July, 2003

Contracted Human Services

The County has made progress toward implementing some key recommendations made in the 2000 audit. However, fiscal monitoring and formal program evaluation are not being performed at a level consistent with good business practice, resulting in decreased accountability. Also, management participation and leadership in implementing recommended changes has not been consistent.

Background

The Auditor's Office issued its report, *Contracted Human Services: Build Successful Contracting Relationships*, in March 2000. The purpose of the audit was to assess the management of a key County business function: administration of the contracted human service delivery system.

The audit focused on contracting processes and the County's relationships with contractors. We did not review specific contracts, except as samples, nor did we assess the quality of services being carried out by contractors.

The 2000 audit reported that the County's financial commitment to contracted human services had increased significantly since 1980 when policy-makers decided that whenever possible, services would be provided by contractors. By FY02, expenditures for contracted services had grown to \$168 million (does not include human service programs administered by the Department of Community Justice).

During the audit, we found that the County had never established a comprehensive plan for delivering contracted human services. This prevented the implementation of an effective service system.

Original Audit Recommendations

The 2000 audit recommended that a formal, strategic framework was needed to strengthen the human service contracting system. We further recommended that the framework include processes for ongoing fiscal monitoring and program evaluation, as well as continual system improvement.

The chart below summarizes the framework recommended in the 2000 audit report.

Exhibit 1: Strategic framework model for delivery of contracted human services

KEY ELEMENTS	SYSTEM COMPONENTS
Philosophy and Vision	<ul style="list-style-type: none"> • Goals and values • Principles to guide contracting • Clarification of the role of competition
System Management	<ul style="list-style-type: none"> • Consistent monitoring and evaluation of contracts • Technical assistance for contactors • Mechanism for conflict resolution • Forum for dialogue with contractors • Clear, fair, efficient contracting processes
System Roles and Responsibilities	<ul style="list-style-type: none"> • Mutual accountability and responsibility • Clear definition of the difference between vendor and partner • Defined approaches to partnership
Community Planning Structures	<ul style="list-style-type: none"> • Planning processes that identify need, resources, and priorities • Policy objectives that are linked to purchasing decisions • Process for client and community input • Use of evaluation and monitoring information

We recommended that responsibility for the implementation and maintenance of the strategic framework be assigned to a single entity or position. We saw it as particularly important that this responsibility be at a high level of authority. We also stressed the need to develop the data support necessary to increase stability and accountability and to improve the County's management of its human service business.

Response to the 2000 audit

The County Chair agreed that there was a "need for a more uniform, understandable strategic framework within which to operate," and assigned responsibility for the implementation of the contracting framework to the Director of the former Department of Support Services. The Chair also noted that the County's Human Services Contract Policy Team was meeting regularly to examine many of the concerns raised in the audit.

In February 2001, the Contract Policy Team presented their policy recommendations for improving human services contracting processes to the Board of County Commissioners. Their report noted that "with minor modifications, (they had) adopted the Auditor's framework as the elements to be addressed by this report." The Board accepted the Policy Team report and passed Resolution 01-066 adopting their recommendations.

A second group, the Contract Process Team, had also been meeting while the audit was underway. Convened by the County Purchasing Manager, this team consisted of department fiscal and contracting specialists directly responsible for the administration of the County's human service contracts. Their objective was to improve contracting processes. They have continued to meet regularly, although their role has expanded to include all County contracting processes.

Follow-up Scope and Methodology

After reviewing the current status of human services contracting, we determined that follow-up tasks would focus on these four areas of concern identified in the 2000 audit report:

- 1) Fiscal monitoring of contracts
- 2) Formal program evaluation of contracted services
- 3) Management's role in addressing the concerns identified in the 2000 audit report
- 4) Impact of the lead agency model of contracting

For the 2000 audit, we had defined human services as those activities that "promote the physical, mental, and emotional health of individual residents and improve the quality of life of families and communities."

Departments covered in the audit included the departments of Community and Family Services, Aging and Disability Services, Community Justice, and Health, as well as the centralized Purchasing and Contracts Administration offices. Due to organizational changes that occurred after the audit was issued, the departments and offices covered in the follow-up include: the departments of County Human Services, Community Justice, and Health, as well as the Office of School and Community Partnerships and the Central Procurement and Contract Administration.

General follow-up activities included:

- interviews with key staff in all pertinent departments and offices, including central Finance Office staff
- review of department and general County procurement and contracting procedures
- review of current state and County ordinances and administrative procedures
- analysis of the implementation of recommendations in the 2000 audit report
- review of current proven practice guidance for public sector administration of human service contracts
- review of the 2001 *Human Services Contracts Policy Team Final Report and Recommendations*
- review of the Contract Process Team charter, meeting minutes, reports, and documents
- review of the 2001 Qualified Vendor Status Application (QVSA) white paper
- review of new administrative procedures and guidelines implemented since the 2000 audit report
- review of departments' contract boilerplate language
- review of the County's first executed partnership contract
- review of fiscal monitoring procedures and instruments from human service departments and the County's central fiscal division
- review of program evaluation procedures, efforts, and results
- analysis of data regarding the currently executed human services expenditure contracts

This audit follow-up was included in our FY03 audit schedule and was conducted in accordance with generally accepted government auditing standards.

Historical Overview

In 1980, officials in the Department of Human Services (DHS) presented a White Paper on the future of County human services. At that time, DHS was the single department responsible for the County's public health, social service, and mental health and addiction services programs.

The White Paper was a pivotal report that set the stage for how services would be delivered. The report documented the growth of the human service system since the formation of the Department in 1974 and identified the strategies DHS would use to shift more programs to contracted service delivery.

By 1984, most direct services were contracted out to community-based providers. After that, the County's primary role was to design and manage the system, purchase services, administer and monitor contracts, and evaluate the quality of care.

During the 1980s and 1990s, control of nearly all state and federally funded programs was shifted to counties. The state also began closing institutions for the mentally ill and developmentally disabled and returning responsibility for the care of those individuals to local communities. The result was a significant increase in the County's human service budget. The *2002 Financial Condition Report* issued by the Auditor's Office noted that revenues for social services (i.e. programs for mental health, developmental disabilities, youth, housing, services for the elderly) and health programs increased from \$104 million in FY93 to \$229 million in FY02 (measured in constant dollars).

Concern over the County's contracted human service delivery system has prompted a number of studies and reports since the 1980 White Paper. Of particular note are the 1993 Task Force report, *Public/Private Partnerships: Human Services Contracting* and the 1999 report from the Contracts Improvement Steering Committee. Along with the White Paper, these documents provided the historical context in which the 2000 audit was conducted and laid the groundwork for the contracting processes currently in place.

Accomplishments

- 1) The Contract Process Team (CPT) has met regularly to work on contracting problems since being established by charter in November 1999. The County has benefited from the shared expertise of CPT members and their efforts to bring about improvements.
- 2) The CPT developed a dispute resolution process that is now included in all County contracts. Some CPT members report that they gained more understanding of how to prevent conflicts by going through the exercise of developing such a process.
- 3) The CPT drafted a new administrative policy [referred to as PUR 6] to guide the development, writing, monitoring, and evaluation of partnership contracts. Once adopted, this new procedure will include a comprehensive checklist for contract development.
- 4) The Department of County Human Services (DCHS) developed the first partnership contract executed with a community-based agency. This contract incorporated many of the elements of a strong partnership contract suggested by proven practice standards.

Areas of Concern

Determining Financial Soundness

Financial soundness of contractors is not routinely determined or regularly scrutinized. Fiscal monitoring of contracts is not performed by all departments. When fiscal monitoring is carried out, it may not be done with the frequency and thoroughness required.

Establishing the financial and administrative capacity of contractors and carrying out fiscal monitoring are prudent practices. They allow the County to assess the financial viability of contractors. Without oversight, the County risks the possible failure of contractors to meet their obligations, including delivering the services they have agreed to provide. Fiscal monitoring is also a requirement of federal and state grantors.

The County does not determine the administrative and fiscal capacity of potential human service contractors. Contractors are no longer required to complete the Qualified Vendor Status Application (QVSA). The QVSA process was used at the time of the 2000 audit to pre-qualify contractors. It was a comprehensive tool used to screen the administrative and fiscal capacity of contractors to ensure they had adequate financial controls and systems in place.

The QVSA also made the contracting process more efficient. Before the development of the QVSA, contractors were required to establish their administrative capacity each time they submitted a proposal instead of doing so during a single prequalification process. However, one concern with the QVSA prequalification process noted by the County was the potential exclusion of start-up, small, and specialized agencies from the bidding process due to their limited administrative infrastructure.

Fiscal monitoring is occurring inconsistently throughout the County or is not being conducted at all. Budget cutting priorities and the reorganization of departments have reduced the number of staff available to carry out fiscal monitoring at the level and frequency needed. In addition, the introduction of multiple county-wide initiatives has impacted the time and resources available for carrying out monitoring activities.

Generally, the work priorities for department fiscal monitoring staff have been to compile information for contractors' federally required financial audits and to follow up on problems reported in those audits. These priorities further limit the time available to staff for conducting comprehensive fiscal monitoring reviews of contractors' accounting practices and financial records.

The Department of County Human Services (DCHS) fiscal monitoring staff attempt to conduct comprehensive site reviews every two years, particularly for those contracts over \$50,000 (approximately 180 contracts in FY03), but they are not able to meet that schedule at the current staffing level. The number of fiscal monitoring

full-time-equivalent employees (FTE) has been reduced in the FY04 budget from 1.5 to 1.0 FTE, a change that will further impact the ability of DCHS to maintain the desired level of fiscal monitoring and continue meeting federal grantor requirements.

DCHS administers most of the County's human services contracts and was responsible for developing the *Contractor Fiscal Policy and Procedures Manual* and for administering the QVSA process. DCHS is also the only department with a fiscal monitoring tool to review the financial and administrative capacity of contractors. To maintain these efforts, staffing must be sufficient.

Although the QVSA is no longer used, DCHS has now incorporated many of the former QVSA requirements into their Requests for Proposals (RFPs) for those contracts executed after FY03.

Health Department personnel are currently developing a fiscal monitoring process to ensure compliance with federal requirements. They have received technical assistance from the Finance Office, DCHS, and the state, and they hope to implement new procedures in FY04. However, those federal fiscal monitoring requirements may not provide the level of oversight we recommend, such as establishing contractor administrative and financial capacity and conducting onsite reviews.

The Health Department's overall management of contracts has improved since the 2000 audit. The Department has implemented a number of changes to increase the efficiency of contracting, and they have taken initial steps to improve fiscal monitoring.

The Office of School and Community Partnerships (OSCP) no longer has the staff capacity to conduct onsite fiscal monitoring. Department personnel stated that preparation of information for each contractor's federally required financial audit and follow-up have also become the OSCP fiscal monitoring priority. Formal program monitoring with site visits occurs in 10-15% of contracts, but staff acknowledged that those are not the thorough reviews of contractors' financial stability and accounting records that they would like to see performed.

OSCP uses a general contract monitoring instrument that rates contractors in seven areas, including "fiscal concerns" to spot early warning signs of any contractor's financial problems. The Department has also incorporated some of the former QVSA requirements into their RFPs.

The Department of Community Justice (DCJ) currently conducts fiscal reviews that include onsite visits whenever problems are identified or suspected. DCJ had found the QVSA to be beneficial and had formed an agreement with DCHS to provide fiscal monitoring of those contractors who had qualified under the QVSA. Since termination of the QVSA, regularly scheduled onsite fiscal monitoring reviews of all human service contractors have not occurred. However, staff indicated they would be willing to incorporate QVSA requirements into upcoming RFPs.

Finance Office staff acknowledged that fiscal monitoring weaknesses exist and has asked departments to work to improve their ability to fulfill the requirement for fiscal monitoring. The Finance Office is also providing training and technical assistance to departments, but sees the inconsistencies of fiscal monitoring practices across the County as a general concern.

Formal Program Evaluation

Formal program evaluation of services provided by contractors is not being conducted. Program evaluation processes that allow for ongoing, formal assessment of service outcomes are important tools for measuring contractor performance, program effectiveness, and the legitimacy of service strategies.

DCHS currently does not have the staff or the resources to perform formal evaluation, although less structured program monitoring by program staff is taking place. The department from which DCHS was established included an evaluation unit. In FY00, that unit was comprised of 19.5 FTE responsible for "data collection, program management information reports, and program evaluation services." The evaluations performed ranged

“from short, grant specific projects to multi-year, cross departmental systems evaluation.” Evaluation capacity was reduced in each subsequent fiscal year and then eliminated in the Department by the beginning of FY03.

Health Department: Thorough, formal program evaluations do not occur, but less-structured program monitoring is carried out. Program staff conducts performance monitoring through monthly reports from vendors and periodic site visits.

OSCP: Budget cutting priorities have meant that evaluations are no longer possible. Administrative services were cut at mid year in FY03, forcing the termination of the Department’s service level agreement with the County’s central evaluation unit to evaluate a few of OSCP’s contracted programs.

DCJ is currently the only human service department with an active evaluation function. Staff states that the Department is committed to maintaining their program evaluation function. Currently, three formal evaluations of programs are underway. DCJ also develops and monitors performance measures for every contract executed and distributes regular reports on program utilization, success, and other performance indicators.

Leadership and Support

Implementation of important recommended changes has not received the consistent management support and leadership needed to successfully resolve problems identified in the 2000 audit.

Expenditures for County human services have doubled in the past ten years. Nearly all of these services are provided by contractors. Leadership and decision making authority are essential to mitigate the risks associated with contracted service delivery.

Management leadership and guidance in implementing the human services contracting framework has not been a priority. Responsibility for implementation was assigned to a high level of authority under Resolution 01-066, but that responsibility has essentially shifted to the Contract Process Team (CPT). Although the CPT has successfully developed some components of the framework, they may not have the authority to compel departments to adopt policies or comply with new procedures without management support and leadership.

The purpose of the audit recommendation to assign responsibility for implementation of the framework at a high level of authority was to increase stability and accountability. Placing responsibility for implementation of the framework at a high level would more likely create important organizational buy-in. Department personnel we spoke to suggested that a number of emerging enterprise-wide initiatives have shifted the focus to competing County priorities.

Lead-agency model

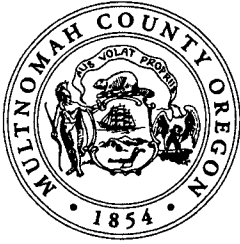
The lead-agency model of contracting for services may reduce accountability and add administrative costs. In some cases, the County contracts with a primary organization to provide a variety of services. That primary organization can then sub-contract with other agencies to provide some of those services, and in doing so, takes on responsibility for the administration of sub-contracts. This is referred to as the “lead-agency” model of contracting.

The lead-agency model has provided some extra administrative challenges for the County. In one case, the contract with the lead agency was rescinded because of unresolved problems between the lead agency and its sub-contractors. Staff indicated that it was not always possible to assist with resolving problems because the only contractual relationship was with the lead agency, not the sub-contractor.

Using a lead agency may create more administrative layers when the agency uses sub-contractors and may delay payment to those sub-contractors. Also, the County may not have a good mechanism in place to monitor whether lead agencies are providing effective oversight of sub-contractors.

FOLLOW-UP RECOMMENDATIONS

- 1) To mitigate the risk of contractor insolvency and to ensure compliance with requirements to carry out fiscal monitoring of human service contractors, we make the following recommendations:
 - a) Establish a process for in-depth onsite fiscal monitoring, possibly based on the contract fiscal review procedure used by the Department of County Human Services.
 - b) Consider re-establishing the Qualified Vendor Status Application process or a similar process that prequalifies contractors by establishing their fiscal and administrative capacity.
 - This process should actively prevent the exclusion of new, or small, specialized, or minority-owned agencies and must comply with state and federal restrictions, where applicable.
 - c) Determine the staffing capacity necessary to conduct fiscal monitoring of all contractors to whom the requirement applies.
 - d) Set fiscal monitoring as a priority that management enforces.
- 2) To determine the effectiveness of human service programs, the County should re-establish program evaluation capacity and ensure that formal program evaluations occur where specified by contract.
- 3) To increase stability and accountability in the system and ensure organizational buy-in, carry out the original audit recommendations assigning a high level of responsibility for implementation and maintenance of the strategic contracting framework.
- 4) To determine the effectiveness, efficiency, and overall accountability of the lead-agency model of procurement and contracting, review and analyze the history and results of those contracts.



Diane M. Linn, Multnomah County Chair

August 4, 2003

Ms. Suzanne Flynn, Auditor
Multnomah County
501 SE Hawthorne Blvd., #601
Portland, OR 97214

Dear Ms. Flynn,

Thank you for Audit Follow-up Report #5 for Contracted Human Services. Your report notes progress made since the 2000 audit, areas of continuing concern, and specific follow-up recommendations. I appreciate your attention to all three areas.

Your recommendations justifiably target four functions: fiscal monitoring, program evaluation capacity, management responsibility for the strategic contracting framework, and analyzing the effectiveness of the lead agency contracting model.

We need to be doing more in the area of monitoring and evaluating programs at a level consistent with good business practice. However, with recent budget constraints, we have consciously attempted to keep as much funding as possible focused on providing direct services. Given those constraints, we are streamlining our compliance activities to increase their value added, and cleaning up ambiguous contract language to clarify our costs and results.

As you know, I am reorganizing the business service functions of the county using a shared services approach. Our purchasing and contracting processes are among the services that have a high priority in that effort. This is also the process wherein we will determine the assignment of responsibility for the strategic contracting framework and the review of the lead agency model.

Based on our current shared services schedule, and assuming Board of Commissioners approval of the management structure to support it, the new Department of Business Services will have a timeline and draft workplan for addressing each of your follow-up recommendations by November 30, 2003.

Thank you again for your timely analysis and recommendations to continue the improvement of our human services contracting.

Sincerely,

Diane M. Linn, Chair
Multnomah County

AGENDA PLACEMENT REQUEST

Board Clerk Use Only:**Meeting Date: August 14, 2003****Agenda Item #: R-8****Est. Start Time: 10:00 AM****Date Submitted: 07/28/03**

Requested Date: 08/14/03**Time Requested: 15 min.****Department: Department of Community Justice****Division: ACJ****Contact/s: Shaun Coldwell****Phone: (503) 988-3961****Ext.: 83961****I/O Address: 503/250****Presenters: Shaun Coldwell**

Agenda Title: Local Law Enforcement Block Grant Application Review

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Department of Community Justice requests for BCC acceptance of award of Federal Bureau of Justice Assistance Local Law Enforcement Block Grant (LLEBG) in the amount of \$424,543.

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

In June 2003, Chair Linn requested from the State Attorney General a certification of Multnomah County as a disparate jurisdiction. The Attorney General gave certification on July 14, 2003. Multnomah County negotiated with the City of Portland to reallocate Block Grant funds between the two jurisdictions, with the County receiving 43%, the City receiving 47% and non-profit agencies receiving 10% of the grant funds through the City. The City and the County will then submitted separate applications to the Bureau of Justice Assistance for funding that reflects that agreement.

Multnomah County will appropriate these funds for the period October 1, 2003 through September 30, 2004, as follows:

Dept of Community Justice Clean Court	\$194,044
District Attorney Three Neighborhood District Attorneys	\$138,299
Sheriff's Office Overtime and Equipment	\$ 92,200

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

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
Office of Justice Programs Local Law Enforcement Block Grant (LLEBG)
- ❖ **Specify grant requirements and goals.**
The LLEBG goals as specified by the grant are to support any of the following areas:
 - Law Enforcement,
 - Enhancing security measures;
 - Creating or supporting drug courts;
 - Enhancing the adjudication of cases involving violent offenders;
 - Establishing a multi-jurisdictional task force;
 - Crime prevention programs; and
 - Defraying costs of indemnification Insurance for Law Enforcement Officers.

Moreover, the grant requires that a public hearing be held to review the use of funds received by the grantee. This board meeting will serve as that public

hearing. The grant requires a 10% match, which will be paid by Department of Community Justice and has been budgeted in the FY 04 plan.

Explain grant-funding detail – is this a one-time only or long-term commitment?

The grant covers a fiscal year period of time but is renewable on a year-to-year basis. The award amount varies as it is determined by the number of violent crimes reported to the Uniform Crime Report Program of the FBI.

❖ **What are the estimated filing timelines?**

Grant Application opens Aug 4, 2003 and closes August 28, 2003.

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

The grant operates on a federal fiscal year covering October 1, 2003 to September 30, 2004.

❖ **When the grant expires, what are funding plans?**

The Federal Government has reduced the grant the past three years so the program funding will be replaced by DOC funds.

❖ **How will the county indirect and departmental overhead costs be covered?**

Grant does not allow indirect. The Department will use existing resources to cover costs.

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

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

The Department of Community Justice is requesting to have this item placed on the agenda for the board meeting scheduled for August 14, 2003. The purpose of this placement is to give the public time to comment of the use of these funds. This is a requirement of the grant and has to be completed before applications are submitted.

Required Signatures:

Department/Agency Director: Shaun M. Coldwell for Joanne Fuller **Date:** 07/28/03

Budget Analyst

By: Christian M. Yeager

Date: 07/28/03

Dept/Countywide HR

By: _____

Date:

**Local Law Enforcement Block Grant
Multnomah County Proposal
August 13, 2003**

Grant Overview:

The Local Law Enforcement Block Grants (LLEBG) Program provides funds to units of local government to underwrite projects that **reduce crime** and **improve public safety**. The LLEBG Program emphasizes local decision-making and encourages communities to craft their own responses to local crime and drug problems. LLEBG Program funds must be spent in accordance with one or more of the following seven purpose areas:

1. Supporting law enforcement:
 - Hiring, training, and employing additional law enforcement officers and necessary support personnel on a continuing basis.
 - Paying overtime to currently employed law enforcement officers and necessary support personnel to increase the number of hours worked by such personnel.
 - Procuring equipment, technology, and other items directly related to basic law enforcement functions.
2. Enhancing security measures in and around schools and/or other facilities or locations that the unit of local government considers to be at special risk for incidents of crime.
3. Establishing or supporting drug courts.
4. Enhancing the adjudication of cases involving violent offenders, including cases involving violent juvenile offenders.
5. Establishing a multijurisdictional task force, particularly in rural areas, composed of law enforcement officials representing units of local government. This task force must work with federal law enforcement officials to prevent and control crime.
6. Establishing crime prevention programs involving cooperation between community residents and law enforcement personnel to control, detect, or investigate crime or to prosecute criminals.
7. Defraying the cost of indemnification insurance for law enforcement officers.

The funds are allocated by a formula based on Part I Violent Crimes as reported in the Federal Bureau of Investigation's Uniform Crime Reports.

History:

Since 1999, Multnomah County, the City of Gresham and the City of Portland have been eligible to receive LLEBG funds and have used these funds to support programs that have reduced crime and improved public safety. The County and City

of Portland hold meetings and target specific areas and programs the funds will be used to support. Both parties participate in an Advisory Board Meeting, which is comprised of the following local agencies: law enforcement, prosecutor's office, court system, public school system, and non-profit group active in crime prevention. The Advisory Board reviews the application for funding under the LLEBG program and is authorized to make non-binding recommendations to the local unit of government for the use of funds received under the program. The grant process requires a cooperative agreement to be negotiated before LLEBG funds are awarded.

Since being awarded funds, Multnomah County has increased its efforts in the following areas:

- Law enforcement: Overtime for the Sheriff's Office for booking inmates and the purchase of equipment (Mobile Data Centers for vehicles and a River Patrol Vehicle).
- Crime prevention: 3 Deputy District Attorneys' in the Neighborhood DA program. Two Deputy District Attorney's worked closely with community members and precinct officers to develop strategies and programs to prevent and reduce crime, assist in prosecution on specific cases, provide training to law enforcement officers and to serve as the prosecuting attorneys' in the Community Court. The third Deputy District Attorney prosecuted drug cases to control drug crimes.
- Drug Courts: Funding of the STOP Drug Diversion Program and Clean Court Expanded Drug Treatment Court.

Proposed FY 2003 Funding

For fiscal year 2004, Multnomah County will seek LLEBG funds to support the following programs (See Attachment 1):

District Attorney's Office:

Establish or Support Drug Courts: Establish Crime Prevention Programs involving cooperation between community residents and law enforcement personnel to control, detect or investigate crime or the prosecution of criminals.

Neighborhood District Attorney—East and Southeast Precincts: The purpose of this position is to continue to work closely with community members and East and Southeast Precinct officers to develop strategies and programs to prevent and reduce crime, issue cases and assist in prosecution on specific cases, provide training to PPB officers, and to monitor operations of the Southeast Community Court.

Grant Funds: \$76,012
10% Match: 8,446
Total Cost: \$ 84,458

Neighborhood District Attorney—Gresham and East County: The purpose of this position is to continue to work closely with community members and Gresham Police Department officers to develop strategies and programs to prevent and reduce crime, issue cases, assist in prosecution on specific cases, provide training to Gresham PD officers, and to monitor Gresham Community Court operations.

Grant Funds: \$ 80,087
10% Match: \$ 8,899
Total Cost: \$ 88,986

Drug Unit Deputy District Attorney: The purpose of this position is the continuation of a Deputy District Attorney to prosecute drug cases to control drug crimes. These crimes are especially important to community members because of the effect they have on neighborhoods and of the close association between drug use and crime.

Grant Funds: \$ 92,623
10% Match: \$ 10,292
Total Cost: \$ 102,915

The total amount of LLEBG funds requested for three deputy district attorney positions:

3 Deputy District Attorneys:	\$ 276,359
LLEBG funds:	\$ 138,299
Other funds including past LLEBG carryover:	\$ 138,060

Sheriff's Office:

Multnomah County Sheriff's Office intends to use LLEBG funding toward supporting Law Enforcement and Enhance Security Measures. The Sheriff's Office will allocate funding to train, equip and provide overtime funding for the Corrections CERT Team and the Law Enforcement Rapid Response Team (approximately 1100 overtime hours). The allocation of these funds will best enable the Sheriff's Office to support police operations, assure that Sheriff's Office staff are equipped and trained, and that there are the Corrections resources available to provide the mobile booking function.

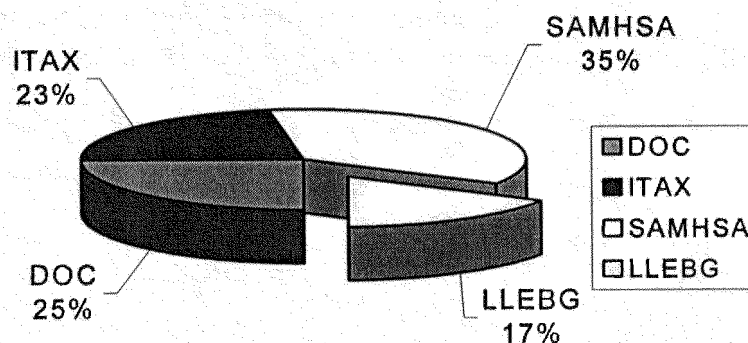
LLEBG funds:

\$ 92,200

Department of Community Justice:

Clean Court is a collaboration of DCJ, the Courts, District Attorney's Office, Defense Attorneys, and 10 community treatment providers dedicated to engaging addicts convicted of a felony drug charge into treatment. A team of 2 Parole/Probation Officers, 4 Corrections Counselors, 1 Correction Technician, a Program Supervisor and an Office Assistant will work together to complete A&D assessments, referrals to treatment, case management of all supervision conditions, and recommendations to the Clean Court Judge regarding these offenders. Clean Court is part of Multnomah County's continuum of care for addicts who are in the Criminal Justice system. Successful completion of Clean Court may result in early termination from supervision, and more importantly, a clean and sober lifestyle.

Clean Court Funding FY 04



Funding Sources

DOC	\$	285,794.80
ITAX	\$	266,000.28
SAMHSA	\$	415,772.00
LLEBG	\$	194,044.00

Total Funds Available \$ 1,161,611.08

Attachment 1

LLEBG County/City Allocation

2002 LLEBG Application

	% Split	Total Grant	10% Deduction	Grant Amount Less Deduct	Add'l County Allocation \$22,313 less 10% Deduct	Total Allocation Less Deduct
County	43.00%	625,498	62,549.82	562,948	20,082	583,030
City	47.00%	683,684	68,368.41	615,316		615,316
Non-Gov	10.00%	145,465	14,546.47	130,918		130,918
Total		1,454,647	145,464.70	1,309,182	20,082	1,329,264
Gresham		83,532	8,353.20	75,179		75,179
TOTAL		1,538,179	153,817.90	1,384,361	20,082	1,404,443

Adjusted Award Amount

647,811

Total County LLEBG Allocation		583,030
Sheriff's Office Overtime & Equipment	126,619	
Three Neighborhood Deputy DA's	189,928	
Expanded STOP Drug Court	266,483	
Total Expenditures		583,030

2003 LLEBG Application PROPOSAL

	% Split	Total Grant	*10% Deduction	Grant Amount Less Deduct	Add'l County Allocation \$14,996 less *10% Deduct	Total Allocation Less Deduct
County	43.00%	456,718	45,671.81	411,046	13,496	424,543
City	47.00%	499,203	49,920.35	449,283		449,283
Non-Gov	10.00%	106,214	10,621.35	95,592		95,592
Total		1,062,135	106,213.50	955,922	13,496	969,418
Gresham		65,152	6,515.20	58,637		58,637
TOTAL		1,127,287	112,728.70	1,014,558	13,496	1,028,055

**Adjusted Award Amount

471,714

Total County LLEBG Allocation		424,543
Sheriff's Office Overtime	92,200	
Three Neighborhood Deputy DA's	138,299	
Clean Court	194,044	
Total Expenditures		424,543

* Reduction in grant award amount of 10 % due to noncompliance with the Public Safety Officers Health Benefits (PSOHB) Provision.

**Adjusted award amount is comprised of County Allocation (\$424,543), 10% match for county total grant (\$45,671.81) and 10% match for Multnomah County allocation (\$1,500).

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-9

Est. Start Time: 10:05 AM

Date Submitted: 07/21/03

Requested Date: August 14, 2003

Time Requested: 10 minutes

Department: Business & Community Services

Division: Finance Operations

Contact/s: Bob Thomas

Phone: 503 988-4283 **Ext.:** 84283

I/O Address: 503/4/Bob Thomas

Presenters: Dave Boyer or Bob Thomas

Agenda Title: Resolution approving reimbursement of County sponsored projects from Federal Forest Safety Net Title III funding

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

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Recommend approval of Resolution authorizing reimbursement to Multnomah County for County sponsored projects from Title III funding (PL 106-393).

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

All FY 2004 County project expenditures described later in this document are fully budgeted in the Adopted FY 2004 Budget. Any action by the Board to shift funding to projects outside these current County operations will create unfunded new programs.

In June 2002 and May 2003, the Board approved Resolutions electing the methods by which the County would receive federal forest safety net payments from the Forest Service and the Bureau of Land Management (BLM/O&C Lands). A portion of each of these payments was designated to be received as Title III project funds. Title III projects

are approved by the Board and are paid for by the County out of Title III funds that it receives. The moneys are not dedicated to individual departments but are County resources to be used for the following purposes:

- **Search, rescue, and emergency services.** -- An eligible county or applicable sheriff's department may use these funds as reimbursement for search and rescue and other emergency services, including fire fighting, performed on Federal lands and paid for by the county.
- **Community service work camps.** -- An eligible county may use these funds as reimbursement for all or part of the costs incurred by the county to pay the salaries and benefits of county employees who supervise adults or juveniles performing mandatory community service on Federal lands.
- **Easement purchases.** -- An eligible county may use these funds to acquire --
 1. easements, on a willing seller basis, to provide for non-motorized access to public lands for hunting, fishing, and other recreational purposes;
 2. conservation easements; or
 3. both.
- **Forest related educational opportunities.** -- A county may use these funds to establish and conduct forest-related after school programs.
- **Fire prevention and county planning.** -- A county may use these funds for --
 1. efforts to educate homeowners in fire-sensitive ecosystems about the consequences of wildfires and techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires; and
 2. planning efforts to reduce or mitigate the impact of development on adjacent Federal lands and to increase the protection of people and property from wildfires.
- **Community forestry.** -- A county may use these funds towards non-Federal cost-share requirements of section 9 of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2105).

In May 2003, the Board also approved \$10,000 of Federal Forest Payments to be designated as Title II Funds to be split between the Forest Service and BLM. The Association of O&C Counties has received positive feedback from our congressional delegation in Washington, DC, now that all participating counties in this state are contributing to Title II. This move should help efforts by our delegation on the reauthorization of the federal act over the next three years.

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

As is demonstrated in the documentation below for FY 2003 and prior periods, the County spends far more on Title III eligible costs than revenue it receives for them.

In FY 2003, the County received \$381,026 in Title III funds from the Forest Service and BLM. Interest earned on unexpended Title III funds was calculated to be \$4,308 for FY 2003. Total Title III revenue is \$385,334. The County carried forward into FY 2003 \$141,895 in Board approved, but not yet reimbursed Title III projects from prior years. After accounting for the project carryover, total *available* Title III revenue for use in FY 2003 is \$243,439.

The County provides ongoing services to the public that qualify for funding under Title III. For the period July 1, 2002 through June 30, 2003, the following County projects qualify for Title III funding:

Fiscal Year 2002-2003 Title III Projects

Search and Rescue in National Forests -	
Sheriff's Office expenditures	\$189,135
Support in Department of Business & Community Services – Emergency Management & Finance Administration	\$4,402
Community Service Work Camps -	
Department of Community Justice Forest Project	\$82,869
Administrative Support - BCS Finance	\$685
Fire Prevention and County Planning –	
BCS - Emergency Management, Land Use Planning and Finance Administration	<u>\$35,081</u>
Total County Title III eligible projects shown above	<u>\$312,172</u>

Staff has also identified an additional \$112,463 of Community Service Work Camps (Forest Project) expenditures during FY 2001 and FY 2002 that are eligible and have not yet been authorized as Title III projects. It is recommended that these charges be approved by the Board as Title III project costs at this time.

For FY 2004, Title III payments from the Forest Service and BLM are estimated at \$368,500. Based on costs from FY2003 and the prior two fiscal years, the County anticipates spending this full amount during fiscal year 2004.

The department is proposing that the Board authorize the following estimated amounts for County FY 2004 Title III projects:

Fiscal Year 2003-2004 Title III Projects

Search and Rescue in National Forests -	
Sheriff's Office	\$223,000
Support in Department of Business & Community Services – Emergency Management & Finance Administration	\$5,000
Community Service Work Camps -	
Department of Community Justice Forest Project	\$98,000
Administrative Support - BCS Finance	\$500
Fire Prevention and County Planning -	
Emergency Management, Land Use Planning and Finance Administration	<u>\$42,000</u>
Total County Title III eligible projects shown above	<u>\$368,500</u>

4. Explain any legal and/or policy issues.

The legislation requires that the County approve projects for reimbursement from Title III funds. This Resolution is the formal approval of these County projects by the Board.

The County has the ability to approve funding for eligible Title III project costs to groups outside of the County. Any project funds that are approved for use by outside groups would be a direct reduction to County General Fund revenue.

Approval of this Resolution will permit the County to gain full credit for Title III funds already deposited into the County General Fund. This action is in support of County Financial Policies by taking full advantage of a federal/state funding source without expanding service costs and crediting Title III funds to programs that are already in place.

This legislation expires in 2006 and any benefits to the County gained by Title III payments may not extend beyond 2006. It is advised that these payments not be considered dedicated resources for ongoing programs.

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

As was required by the federal legislation, a Public Notice was published and a 45-day comment period began on April 14th and concluded May 30th. Citizens had the opportunity to provide written comments on the Multnomah County projects that will qualify under Title III.

The County received written comments from one non-profit organization (Project YESS – Mt Hood Community College) requesting an appropriation of \$34,726 for a summer 2004 environmental outdoor education program.

In addition, we received a written request from the Multnomah Education Service District and other parties to supply funding for transportation of outdoor school staff to and from their camps. The amount requested was \$35,000 for fiscal year 2003 funding.

Earlier, Oregon State Extension Service and Reynolds Learning Academy (Multnomah Youth Cooperative) were contacted by the County and informed of their opportunity to make written comment. These organizations had expressed interest during last year's process, but chose not to make comment this year.

The Multnomah County Sheriff's Office was informed of the comment period by County staff to notify Explorer Post 634 of their opportunity to comment. The County did not receive comment from the Explorer Post.

Required Signatures:

Department/Agency Director:

Dave Boyer

Date: 07/18/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-116

Approving Reimbursement to the County for County Sponsored Projects from Title III Funding

The Multnomah County Board of Commissioners Finds:

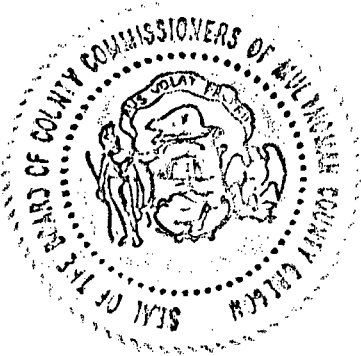
- A) The Secure Rural Schools and Community Self-Determination Act of 2000 (PL 106-393), provides for funding from the National Forest Service and Bureau of Land Management for use by counties to benefit transportation, education, public safety, law enforcement and other public purposes.
- B) Title III of PL106-393 provides that these funds be dedicated to projects under the following authorized uses: Search, Rescue, and Emergency Services on federal lands; Community Service Work Camps; Easement Purchases; Forest Related Educational Opportunities; Fire Prevention and County Planning; and Community Forestry.
- C) Multnomah County, on June 6, 2002 and May 22, 2003, adopted Resolutions that elected to receive a portion of its annual federal forest payments as Title III project funds for federal fiscal years 2003 and 2004.
- D) On April 14, 2003, the County published a Public Notice describing proposed Title III projects and opened a forty-five (45) day public comment period. That period ended May 30, 2003.
- E) The County received two letters in comment, not in opposition to the proposed Title III projects, but both requesting funding.
- F) The County currently provides several public services in and adjacent to federal lands that are eligible for Title III funding.
- G) The County recognizes additional Title III eligible costs for Community Service Work Camps (Community Justice) performed by Multnomah County from FY 2001 and FY 2002 totaling \$112,463.
- H) The list of projects sponsored by Multnomah County for County FY 2003 includes:
- | | |
|--|-----------|
| Search, Rescue, and Emergency Services (Sheriff's Office) | \$189,135 |
| Search and Rescue (BCS Emergency Mgmt & Finance) | \$4,402 |
| Community Service Work Camps (Community Justice) | \$82,869 |
| Administration of Community Service Work Camps (BCS Finance) | \$685 |
| Fire Prevention and County Planning (BCS) | \$35,081 |
| Total County Title III projects shown above | \$312,172 |

- I) The County expects to receive \$368,500 in Title III payments during FY 2004 and authorizes estimated expenditures from those funds for the following projects:
- | | |
|--|-----------|
| Search, Rescue, and Emergency Services (Sheriff's Office) | \$223,000 |
| Search and Rescue (BCS Emergency Mgmt & Finance) | \$5,000 |
| Community Service Work Camps (Community Justice) | \$98,000 |
| Administration of Community Service Work Camps (BCS Finance) | \$500 |
| Fire Prevention and County Planning (BCS) | \$42,000 |
| Total County Title III projects shown above | \$368,500 |

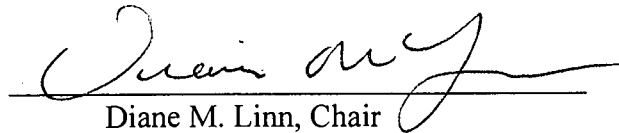
The Multnomah County Board of County Commissioners Resolves:

1. The County projects listed in H) and I) will be reimbursed from County Title III funds for expenditures incurred on these projects during the periods July 1, 2002 through June 30, 2003 and July 1, 2003 through June 30, 2004, respectively.

ADOPTED this 14th day of August, 2003.

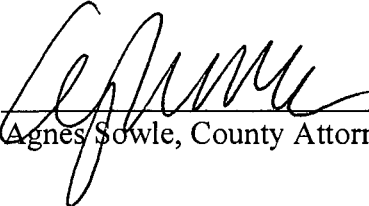


BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-10

Est. Start Time: 10:10 AM

Date Submitted: 07/21/03

Requested Date: August 14, 2003

Time Requested: 10 minutes

Department: DBCS

Division: Land Use & Transportation

Contact/s: Mike Phillips, P.E., Interim County Traffic Engineer
James Gelhar, P.E., Engineer 1

Phone: (503) 988-5050

Ext.: 29634 **I/O Address:** 455/2

Presenters: James Gelhar, P.E., Engineer 1

Agenda Title: Consent to a Temporary Access Closure of NE 201st Avenue from NE Sandy Boulevard to a Point Approximately 100 Feet South of NE Halsey Street to Facilitate a City of Gresham Construction Project

(NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.)

1. What action are you requesting from the Board? What is the department/agency recommendation?

We request the Board of County Commissioners' consent to the closure of NE 201st Avenue from NE Sandy Boulevard to a point approximately 100 feet south of NE Halsey Street. Closure would begin upon approval by the Board and would end November 15, 2003. If all work is not completed within that timeframe, work will recommence in July 2004, or as conditions permit, and will continue no later than November 15, 2004. This request is made on behalf of the City of Gresham in connection with the City's Wastewater Services Trunk Improvement Project.

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

A consultant on behalf of City of Gresham is currently administering a construction project on NE 201st Avenue for upsizing the city's trunk sewer. The city has determined that the upgrade is necessary for collection of future sanitary sewer flows. The city plans to make improvements to their east trunk sewer, which extends from the City of Gresham Wastewater Treatment Plant (WWTP) located near the intersection of Sandy Boulevard and 201st Avenue, to the TriMet light rail tracks south of E Burnside Street. Construction began in 2002, and the entire project is intended to be completed in five phases over five years. Design for Phases I and II, which extends along NE 201st Avenue from the WWTP to a point 100 feet south of NE Halsey Street, is complete.

The city is requesting closure of the road to through traffic during the duration of the entire construction of the sanitary sewer on NE 201st Avenue to enhance worksite safety and to expedite completion of the construction. Elimination of through traffic during sewer construction activities will significantly reduce vehicular traffic and traffic-control needs, making the construction site substantially safer for workers, inspectors, and other city and county representatives.

Additionally, closing 201st Avenue to through traffic will expedite construction by permitting trucks and equipment to maneuver freely through the work area. Considering the need to divert sewage flows by means of by-pass pumping, installation of the new sewer within a narrow time frame is necessary to help minimize construction costs by avoiding construction during the rainy season. The public will also benefit if construction is expedited since overall disruption to local traffic patterns will be minimized.

Construction of Phase I, which contains the segment of NE 201st Avenue between NE Sandy Boulevard and NE Thompson Street, began in August 2002 but was halted before completion in November 2002. Construction of Phase I will resume in late-July 2003, with the closure of NE 201st Avenue limited to the hours of 8:30 a.m. to 3 p.m. until the Board gives approval for full closure.

Construction of Phase II, which contains the segment of NE 201st Avenue between NE Thompson Street and a point 100 feet south of NE Halsey Street, is expected to commence in September 2003 and be complete by November 15, 2003. However, additional construction in the summer of 2004 may be required, and this report supports the Board's approval of additional 24-hour closure required for summer and fall 2004, provided the County Engineer determines it to be necessary.

Final schedule for the road closure and submission of traffic-control details will be included in the contractor's Traffic Control Plan (TCP) that will be provided a few weeks prior to the closure. The County's Land Use and Transportation Program will review the contractor's TCP and determine the status of agreement with the City of Gresham regarding warrants for closure of NE 201st Avenue for the duration of this project.

In addition, the County will require that emergency access to NE 201st Avenue be ensured at all times throughout the closure period by the City of Gresham and its contractor.

Traffic-control devices are to be installed and maintained by the city's contractor. The County will require the placement of road-closure and other informational signs at least ten days in advance for public awareness. To alert drivers to the closure, the County will ensure that the contractor's approved TCP contains detour signage directing NE 201st Avenue-oriented traffic to an alternate route. A probable detour for NE 201st Avenue-oriented traffic would be through NE Halsey Street, NE 207th Avenue, and NE Sandy Boulevard. The latest 2002 traffic count conducted by the County reveals average daily traffic of 4,043 vehicles on NE 201st Avenue through the subject area. The anticipated detour route is capable of absorbing the additional traffic volume.

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

No financial impact to the County is anticipated.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**

- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

No legal issues are anticipated at this time. The Board has maintained a policy to review and approve any long-term temporary road closures.

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

The proposed closure will most likely be an inconvenience to the local residents and businesses. To better prepare the local commuters, the city will produce a news release that will invite comments on the temporary road closure. Because local commuters experienced a similar closure in 2002, many are familiar with the impacts. The city will also review the temporary road closure with the City of Fairview and Multnomah County. Comments received from these sources will be incorporated into the final traffic control plan for the County's approval.

Required Signatures:



Department/Agency Director:

Date: 07/17/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BOGSTAD Deborah L

From: KRAMER Cathey M
Sent: Tuesday, August 12, 2003 3:49 PM
To: BOGSTAD Deborah L
Subject: August 14th Agenda

I am sorry, but we have discovered another correction to our Item R-10 – DBCS/10:05 a.m. – August 14th Agenda - in the Agenda Placement Request form:

On the 4th page under item 5, in the third sentence: "Because local commuters experienced a similar closure in 2003, many are familiar with the impacts." That should be "2002" rather than "**2003**."

The Project Manager has read the Agenda Request and Resolution through again and has found no other errors.

I am sorry that these types of things get missed when we are rushing at our end.

Cathey

8/12/2003

- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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No legal issues are anticipated at this time. The Board has maintained a policy to review and approve any long-term temporary road closures.

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The proposed closure will most likely be an inconvenience to the local residents and businesses. To better prepare the local commuters, the city will produce a news release that will invite comments on the temporary road closure. Because local commuters experienced a similar closure in 2003, many are familiar with the impacts. The city will also review the temporary road closure with the City of Fairview and Multnomah County. Comments received from these sources will be incorporated into the final traffic control plan for the County's approval.

Required Signatures:



Department/Agency Director:

Date: 07/17/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-117

Consent to a Temporary Access Closure of NE 201st Avenue from NE Sandy Boulevard to a Point Approximately 100 Feet South of NE Halsey Street to Facilitate a City of Gresham Construction Project

The Multnomah County Board of Commissioners Finds:

- a. City of Gresham has requested Multnomah County's consent to close a section of NE 201st Avenue, a County road, between NE Sandy Boulevard and a point approximately 100 feet south of NE Halsey Street.
- b. The City has determined that upsizing of their primary trunk sewer is necessary for collection of future sanitary sewer flows. The City plans to make improvements to their east trunk sewer, which extends from the City of Gresham Wastewater Treatment Plant (WWTP) located near the intersection of Sandy Boulevard and 201st Avenue to the Tri-Met light rail tracks south of East Burnside Street. Construction for the entire project is intended to be completed in five phases over the next five years. Design for Phases I and II, which extends along NE 201st Avenue from the WWTP to a point 100 feet south of NE Halsey Street, is complete.
- c. City of Gresham has requested the road be closed for the duration of construction, with construction anticipated to be complete by November 15, 2003. However, additional construction in the summer of 2004 may be required to complete Phase II of the project.
- d. Eliminating through traffic during sewer construction activities will significantly reduce vehicular traffic and traffic-control needs, making the construction site substantially safer for motoring public, construction workers, inspectors, and other City and County representatives.
- e. The contractor to the City will ensure emergency services access will be maintained on NE 201st Avenue at all times throughout this project.
- f. Traffic-control devices are to be installed and maintained by the contractor. Road-closure informational signs will be posted at least ten days in advance for public awareness. Detour signs will be posted as approved by the Multnomah County Traffic Engineering Section.
- g. The contractor will be involved in notifying local schools, business, and residents regarding the project. The contractor will install traffic-control devices just before the event in accordance with the traffic-control plan he had prepared and was accepted by the County and City of Gresham.

- h. The County's goal is to balance the diverse needs of neighborhoods, the business community, the traveling public, the regional economy, and the environment.
- i. The Board's policy objectives are to mitigate negative economic impacts, ensure the safety of all road users and workers, incorporate sustainability practices, limit disruptions to traffic, and extend the lifespan of the entire transportation system.

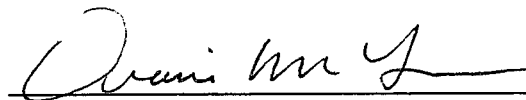
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County consents to the closure of NE 201st Avenue, a County road, between NE Sandy Boulevard and a point approximately 100 feet south of NE Halsey Street, for approximately three months until November 15, 2003, to facilitate City of Gresham's construction of their Wastewater Services Trunk Improvement Project.
2. If, after undertaking this project in a timely, diligent manner, the City of Gresham and its contractor are unable to complete construction Phases I and II by November 15, 2003, and upon a showing of such to the satisfaction of the County Engineer, the County Engineer shall be authorized to reinstate this temporary closure during the summer and fall of 2004, for a time period reasonably necessary as determined by the County Engineer, but extending no later than November 15, 2004.
3. The County's consent to this temporary road closure is conditioned upon the City of Gresham and its contractor ensuring emergency services access through NE 201st Avenue at all times during the closure period authorized herein.

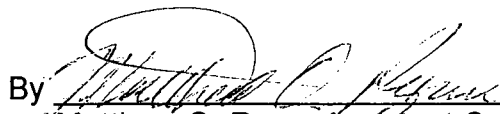
ADOPTED this 14th day of August, 2003.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 14, 2003

Agenda Item #: R-11

Est. Start Time: 10:15 AM

Date Submitted: 08/06/03

Requested Date: Thursday, August 14, 2003

Time Requested: 30 minutes

Department: Dept of Business and Community Services

Division: Facilities & Property Management

Contact/s: Doug Butler, Director Facilities & Property Management

Phone: 503-988-6294

Ext: 86294

I/O Address: 274

Presenters: Doug Butler, Director Facilities & Property Management
John Lindenthal, Capital Improvement Program Section Manager, F&PM

Agenda Title: Resolution Approving the Appropriation of \$2,000,000 VOI/TIS Grant into the Capital Improvement Program's FY04 Budget for the Completion of the Justice Center Detention Electronics and Fire Alarm Upgrades Project, Justice Center Detention Electronics and Fire Alarm Upgrades Project Plans and Authorization to Proceed through Completion of the Project.

1. What action are you requesting from the Board? What is the department/agency recommendation?

Adoption of the resolution approving: the allocation of \$2,000,000 to the Capital Improvement Program's FY04 budget for the completion of the Justice Center Detention Electronics and Fire Alarm Upgrades Project, Justice Center Detention Electronics and Fire Alarm Upgrades plans and authorization to proceed through completion of the Project.

Facilities & Property Management (F&PM) recommends that the Board approve the re-allocation of funds and the Project Plans and their components as defined in Resolution 02-136 (Appendix A). F&PM further recommends the Board provide additional approval to proceed with the Project's completion.

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

The existing detention electronics and fire protection systems were installed during original building construction in 1983. Since then, more restrictive fire codes have been enacted and portions of the detention electronics system are no longer serviceable. Both systems are now considered "old technology" and are in constant need of adjustment or repair.

In 1996, Facilities began design work to replace the detention electronics systems and upgrade the fire alarm system. Initial funding came from the 1996 Public Safety bond measure. By the late 1990s, scopes of each portion of work had increased and in 2003 a federal \$2 million grant was added to the funding sources.

Facilities has deemed the fire alarm work to be a life safety issue and, therefore, needs to proceed immediately with the completion of the Project. Completion of the detention electronics work will improve the operation and safety of the prisoner handling, monitoring and surveillance systems. The fire alarm upgrades will bring the Justice Center in compliance with the Fire Marshal's requirements.

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

- Multnomah County initiated planning for the Detention Electronics and Fire Alarm Upgrade project in the early 1990s. In 1996 the County sold the Public Safety Bond (a general obligation bond) which raised \$79.7 million, of which \$2.5 million was specifically earmarked for this project. Additional funds allocated included \$1,291,600 in bond interest and \$1,160,233 remaining from the Transitional Housing and Courthouse Jail projects' budgets.
- In 2003 the Sheriff's Office secured a \$2 million Violent Offender Incarceration / Truth-in-Sentencing (VOI/TIS) Grant from the federal government. The VOI/TIS Grant was not included in the FY 04 Adopted Budget as it was unclear whether the County would meet the grant requirements due to budget reductions.
- On June 13, 2003, the Sheriff's Office was notified the County would be awarded the \$2,000,000 grant. A majority, if not all of the grant will be expended during FY 04. Because receipt of this revenue will increase the Capital Improvement Fund by more than 10%, a supplemental budget will be required to adjust the budget. During FY 04, the Budget Office will return to the Board with this action.
- No changes in personnel will result from this project.

4. Explain any legal and/or policy issues.

The Fire Marshal has notified Multnomah County of the necessity to complete the upgrades to the fire alarm notification and annunciation system immediately. Multnomah County may be liable for legal action if it does not take immediate action to complete this work.

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

Multnomah County Sheriff's Office and the Portland Police Bureau have provided input into the design and coordination of work for both projects.

Required Signatures:

Department/Agency Director:

Date:

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:



MULTNOMAH COUNTY OREGON

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
FACILITIES AND PROPERTY MANAGEMENT DIVISION
401 N DIXON ST
PORTLAND, OREGON 97227
(503) 988-4384 – Tel
(503) 988-5643 - FAX

BOARD OF COUNTY COMMISSIONERS
DIANE LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

JUSTICE CENTER DETENTION ELECTRONICS and

FIRE ALARM UPGRADES PROJECT

Major Facilities Capital Project Review

Documents Required for Board of County Commissioners' Approval
as Defined in Resolution 02-136 (Appendix A):

Preliminary Planning Proposal (2a)

Project Proposal (2b)

Project Plan (2c) and

Project Design and Construction (2d)

TABLE of CONTENTS:

- | | |
|-----------------------------|------------|
| 1. PROJECT APPROVAL FORM | (1 page) |
| 2. PROJECT CHARTER | (6 pages) |
| 3. PROJECT DEVELOPMENT PLAN | (4 pages) |
| 4. SITING PLAN | (1 page) |
| 5. OPERATIONAL FUNDING PLAN | (1 page) |
| 6. CAPITAL FUNDING PLAN | (1 page) |
| 7. APPENDICES | (12 pages) |
- A Resolution 02-136: Establishing a Policy for Construction of Major Facilities Capital Projects (4 pages).
- B Chronology of Scope Changes and Project Costs (2 pages).
- C Order 96-135: Exemption to Specify the "Notifier" Brand of Fire Alarm Equipment and Components in Informal and Formal Bid Documents (3 pages).
- D Letters from City of Portland Bureau of Buildings and Fire Marshal's Office re: Updating the Justice Center's Fire Alarm and Fire Sprinkler Systems (3 pages).



MULTNOMAH COUNTY OREGON

PROJECT APPROVAL FORM

Project Titles: JUSTICE CENTER DETENTION ELECTRONICS and FIRE ALARM UPGRADE PROJECT

Project Summary:

Detention Electronics: To completely replace and update the Justice Center's electronic systems that monitor door and elevator control, inmate movement, surveillance and emergency alarms.

Fire Alarm Upgrades: To upgrade the visual and audible fire alarm detection and notification system throughout the entire Justice Center facility.

Project Type: ☐ Minor Project (< \$1,000,000 including soft costs)
☒ Major Project (> \$1,000,000 including soft costs)

Approval Phase: ☐ Preliminary Planning Proposal
☐ Project Proposal
☒ Project Plan
☒ Project Construction Plan

Submitted by: Glenn Schnaidt *Glenn Schnaidt* 7/25/03
Project Manager Signature Date

Section Manager Review: John Lindenthal *John Lindenthal* 7/28/03
CIP Section Manager Signature Date

Review and approvals required for all projects:

FPM Director Review: Doug Butler *Wanda D. Zander* 7-25-03
Signature Date

Sheriff's Office Review: *Tim Moore*
Christine Kirk *Tim Moore, Chief Deputy* 07-25-03
Signature Date

Review and approvals required for Major Projects:

DBS Director Review: Tony Mounts *Dan B. Keane for Tony Mounts* 7/28/03
Signature Date

Cabinet Review: John Ball
Signature Date

Chair's Office Review (as needed):
Signature Date

BCC Approval: Diane Linn
Signature Date

PROJECT CHARTER



Multnomah County Facilities and Property Management

ORIGINAL PROJECT DEFINITION

Charter Date: July 18, 2000, revised July 23, 2003
Project Name: B119 - Justice Center Detention Electronics and Fire Alarm Upgrades
Project Number: CP 01.2
Charter Authors: Glenn Schnaidt and Clark Jurgemeyer

PROJECT DESCRIPTION

This project will replace the detention electronics system and upgrade the fire detection, annunciation and suppression systems throughout the Justice Center

PROJECT DEFINITION

Detention Electronics: To completely rebuild and update the Justice Center's electronic systems that monitor door and elevator control, inmate movement, surveillance and emergency alarms (referred throughout as "detention electronics").

Fire Alarm Upgrade: To upgrade the visual and audible fire alarm detection and notification systems throughout the entire Justice Center facility.

STAKEHOLDERS or SPONSORS

Stakeholder(s): Multnomah County Sheriff's Office, City of Portland Police Bureau, Multnomah County Facilities & Property Management and Multnomah County Electronic Services.

Sponsor(s): Multnomah County Facilities & Property Management and Multnomah County Sheriff's Office.

County Dept(s) for Which Project will be done: Multnomah County Sheriff's Office

Dept(s) Affected:

- Multnomah County Sheriff's Office
- Multnomah County Facilities & Property Management
- Multnomah County Electronic Services
- City of Portland Police Bureau

GOALS and OBJECTIVES

Why is this project being done?

Both the existing detention electronics and fire protection systems were installed with the original building construction that was completed in 1983. Both systems are now considered "old technology" in constant need of adjustment or repair. In 1996, both systems were planned to be replaced and were combined to accommodate new fire code regulations and additional modifications to the detention electronics systems.

Facilities has deemed the fire alarm work to be a life safety issue and, therefore, needs to proceed immediately with the completion of the Project.

What will it achieve?

Completion of the detention electronics work will improve the operations and safety of the prisoner handling, monitoring and surveillance systems. The fire alarm upgrades will bring the Justice Center in compliance with the Fire Marshal's requirements.

Are there supportive background reports?

See attached Project Development Plan.

KEY PERSONNEL RESOURCES

Multnomah County Sheriff's Office

Maj. James Turney
Lt. Ron Bishop
Christine Kirk

Multnomah County Facilities and Property Management

Doug Butler, Director, Facilities and Property Management
John Lindenthal, CIP Manager

City of Portland Police Bureau

Ann Krohn, Portland Police Bureau, Management Services Division
Jonathan Frederick, PE, Bureau of General Services, Facilities Services Division
Bob Kieta, Bureau of General Services, Facilities Services Division

DELIVERABLES

Completed construction documents, successful bidding process and construction completion within budget and on schedule.

PROJECT MILESTONES and TARGET DATES

Initial start date was anticipated to be October 2001. However, since the termination of the project's first general contractor in 2002, the project scope and construction documents were modified for rebidding. The revised schedule is as follows:

Begin Project Design: Mar 96
Project Bid: Mar 99
General Contractor Hired: July 99
GC Defaults, Contract Terminated: Sept 01
Revise Construction Documents: July 03
Complete Bidding Phase: Oct 03
Construction: Nov 03 – Mar 05
Closeout Complete: Jul 05

ORIGINAL PROJECT BUDGET

In 1996, funding for the combined projects came from the Public Safety Bond Measure (1996), interest accrued on the sale of those bonds and remaining funds from a similar project at the Courthouse Jail. By 2003, the budget increased with the addition of \$2 million from the federal Violent Offender Incarceration / Truth-in-Sentencing (VOI/TIS) Grant. The budget is approximately \$5.59 million:

\$2,500,000	Budget from 1996 Public Safety Bond
+ 2,451,000	Interest Available from 1996 Public Safety Bond and Project Transfers
4,951,000	Beginning Budget Subtotal
- 1,355,000	Project Expenses (1996 to Date)
+ 2,000,000	Federal Violent Offender Incarceration / Truth-in-Sentencing (VOI/TIS) Grant
\$5,596,000	Total Project Budget

BENEFITS

Detention Electronics:

Changes to the detention electronics will improve the operation and safety of the prisoner handling and monitoring systems. Work will primarily be focused on the lower level inmate intake areas, main lobbies for the Sheriff's Office and Portland Police Bureau and the inmate floors. The majority of work will directly benefit the Sheriff's operations and will replace the aged electronic control system with one that is more functional, easier to service and capable of incorporating expansion.

Fire Alarm Upgrades:

The fire alarm upgrades will meet the Fire Marshal's requirements such that all floors of the Justice Center will be equipped with an enhanced notification and annunciation system. City and County staffs will have better warning of possible danger, Sheriff's personnel will be better equipped to deal with alarms on inmate floors and the County's Electronic Services and Alarm departments will have a significantly more reliable system to maintain.

CM/GC's Expertise:

F&PM plans to utilize the expertise of a Construction Manager/General Contractor (CM/GC) throughout the duration of the project as significant cost savings are expected to be achieved. Obtaining an exemption from the BCC for CM/GC services will allow us to bid the project only to those general contractors with proven successful track records on highly technical detention-related projects. The CM/GC will still be involved with constructability reviews and scheduling but will also add value engineering and act as a member of the project team along with the County, City, engineers and other consultants. The County and CM/GC will establish a Guaranteed Maximum Price to complete the Contract Work.

Traditionally, the CM/GC is brought on as a team member early in the design process. Although this project is well beyond that point, F&PM believes the project will still benefit from savings to the schedule and construction costs, collaboration and overall project quality. F&PM has utilized the CM/GC process recently on the Justice Center Booking Facility with favorable results to the schedule, budget and project quality.

IMPACT

A temporary Master Control Room (MCR) will be built for the Sheriff's operations during construction and will mirror the MCR's functions while the original MCR is refitted with new equipment and controls. Inmates will be moved to a vacant jail floor so that electronics and fire alarm work can proceed safely and uninterrupted.

The existing fire protection system is expected to be marginally interrupted. Work on the administrative floors will be conducted with as little staff disruption as possible. Affected areas will be under a 24/7 fire watch when needed.

Construction duration for the entire project is expected to be 16 months.

CONSTRAINTS

Most of the proposed work areas are constantly occupied and many of the occupants are prisoners. Considerable effort has gone into planning for the safety of the City and County staffs, general public, construction personnel and prisoners.

RISKS and CONCERNS

- | | |
|---|---|
| <input checked="" type="checkbox"/> SPACE | - The Justice Center is a 24/7 correctional facility housing some of the state's most dangerous offenders. |
| <input checked="" type="checkbox"/> SCOPE | - As project work progresses, there is the possibility of scope increase due to unforeseen conditions and code change requirements. |
| <input checked="" type="checkbox"/> PERMITS/ZONING | -The Building Permit for the project has not been obtained, however the County has been in regular communication with the Fire Marshal. Although the city and state are reviewing adoption of a new building code, F&PM does not foresee any issues at this time. |
| <input type="checkbox"/> LAND ACQUISITION | - No issues. The Detention Electronics and Fire Alarm Upgrade Project replaces and upgrades systems at an existing County facility. |
| <input checked="" type="checkbox"/> FUNDING/BUDGETING | - Additional funding may be needed if unforeseen conditions are encountered. Reserves for unknown conditions were calculated at 10% of construction cost.
- As of July 2003, the City of Portland's funding for both projects is uncommitted; however the County and City are working out the specifics. |
| <input checked="" type="checkbox"/> TIMING | - More design time could be required if the scope of work changes. The Fire Marshal is anxious for the County to upgrade the fire alarm system and bring it into current code conformance. |
| <input type="checkbox"/> NEIGHBORHOOD | - No issues. |
| <input checked="" type="checkbox"/> OTHER | - Asbestos may be encountered in immediate work areas. F&PM will evaluate and either encapsulate or remove the material, as appropriate. Such additional work may impact the budget. |

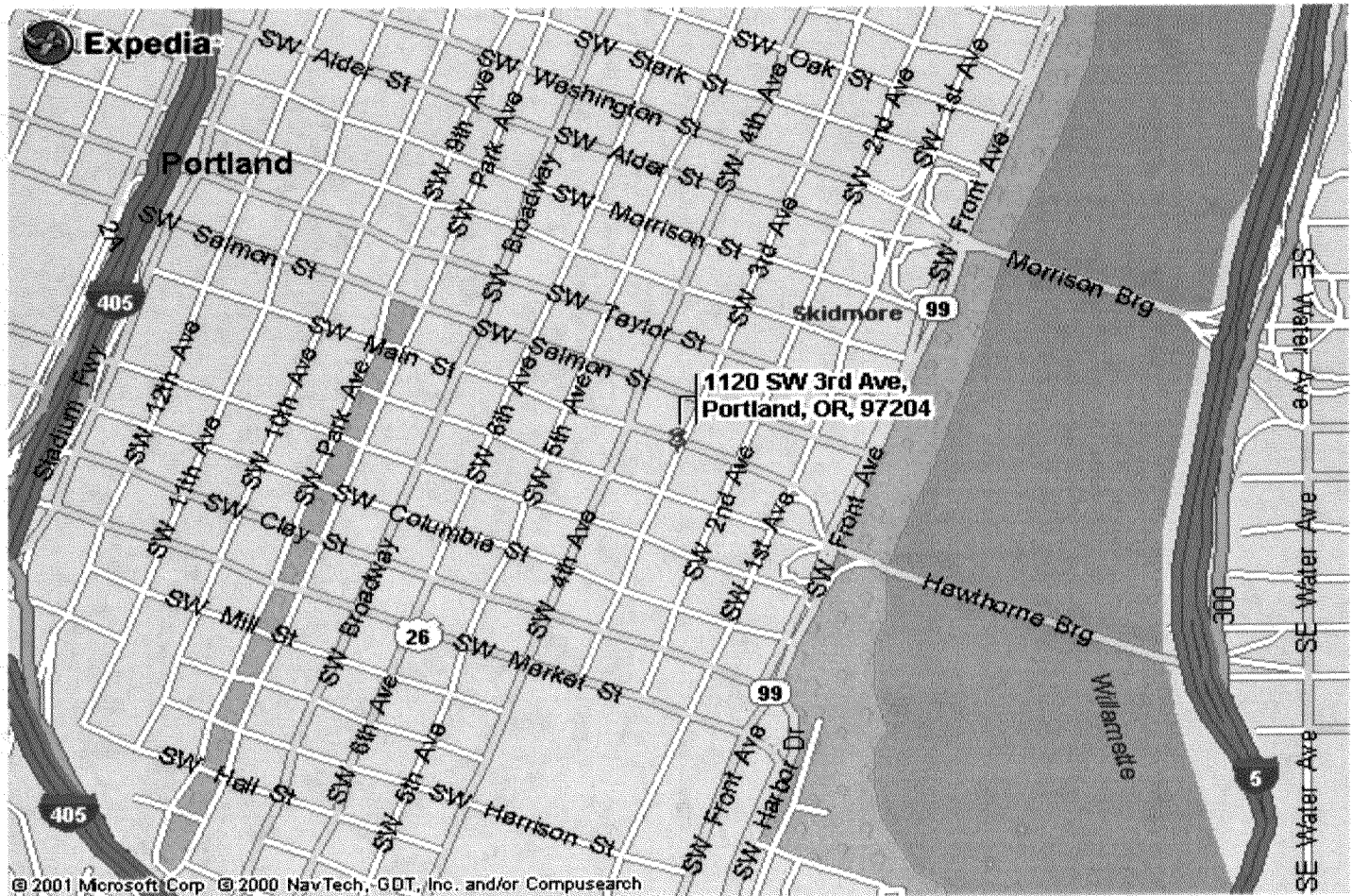
ASSUMPTIONS

- A jail floor can be vacated and prisoners can be moved to the vacant floor so that work will not cause personal safety concerns.
- No additional increase in scope or budget for both projects.
- City of Portland will participate fully with funding for both projects, according to the condominium agreement and reimbursements for work on its facilities.

LOCATION and/or DIRECTIONS TO PROJECT SITE

The Justice Center is located at 1120 SW Third Avenue in downtown Portland.

MAP of PROJECT LOCATION



CORRESPONDENCE

See project file.

Charter Approvals

Prepared by: Glenn Schnaidt
Glenn Schnaidt, F&PM Project Manager

Date: 7/25/03

F&PM: Mark Gustafson for Mark
Mark Gustafson, F&PM Property Manager

Date: 7/25/03

F&PM: Wanda D. Yantus
Doug Butler, Director

Date: 7-25-03

DBS: Donald B. Kaplan for Tony Mounts
Tony Mounts, Director

Date: 7/28/03

Sheriff's Office: Sheriff Bernie Giusto by C.O. More
Sheriff Bernie Giusto or Designee

Date: 07-25-03

Budget Office: _____

Date: _____

Chair's Office: _____

Date: _____



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JUSTICE CENTER DETENTION ELECTRONICS and FIRE ALARM UPGRADE PROJECT

PROJECT DEVELOPMENT PLAN

Summary:

Multnomah County Sheriff's Office and Electronic Services identified the need to upgrade the Justice Center's electronics in 1991. In 1996, the City of Portland Fire Marshal noted considerable electrical and fire code violations and mandated that the Center's fire alarm notification system be upgraded to meet new code requirements.

To that end, Multnomah County Facilities and Property Management and the Multnomah County Sheriff's Office have designed and plan to replace the detention electronics and fire alarm annunciation systems at the Justice Center. This work will be funded, in part, from a \$2 million federal Violent Offender Incarceration / Truth-in-Sentencing (VOI/TIS) Grant. The remaining monies are expected to come from the County and City of Portland, co-owners of the Justice Center Building.

Following is a brief synopsis of the project.

DETENTION ELECTRONICS and FIRE ALARM UPGRADES

Purpose:

Detention Electronics: To completely rebuild and update the Justice Center's electronic systems that monitor door and elevator control, inmate movement, surveillance and emergency alarms (referred throughout as "detention electronics").

Fire Alarm Upgrades: To upgrade the visual and audible fire alarm detection and notification system throughout the entire Justice Center facility as mandated by the City Fire Marshal. Since its completion, the codes governing the building's fire alarm system have changed. The updated system will bring the facility into compliance with the Fire Marshal's upgrade requirements.

Budget:

The initial 1996 budget was developed from several sources including the 1996 Justice Safety Bond and remaining funds transferred from other Justice projects. Since then, interest on the Bond has been added to the project's budget. The budget breakout for the project was as follows:

\$2,500,000	1996 Justice Safety Bond
+2,451,000	Project Transfers and Bond Interest
<hr/>	
\$4,951,000	Initial Project Budget

From 1996 to the present, funds have been spent on the project's design, engineering and construction that was ultimately halted in 2001 when the general contractor defaulted on his contract. In 2003, the federal Violent Offender Incarceration / Truth-in-Sentencing Grant was acquired by the Sheriff's Office. The current budget breakout for the project is as follows:

\$4,951,000	Initial Project Budget
- 1,355,000	Consultant fees and construction since 1996
+2,000,000	Federal VOI/TIS Grant (2003)
<hr/>	
\$5,596,000	Detention Electronics and Fire Alarm Upgrades Project - Remaining Budget

Multnomah County expects to be reimbursed approximately \$722,000 from the City of Portland for its share of changes and upgrades.

A. Preliminary Planning Proposal:

The Justice Center facility was completed in 1983. As early as 1993, the detention electronics system was identified as "old technology" in constant need of adjustment, modification and repair. Since construction, those systems have been modified to meet building use changes and newer technology although the original manufacturer no longer supports many of its components. The control panels can no longer accommodate new requirements for functionality and under-panel storage areas are choked with wires and hardware. Original wiring, now brittle with age, routinely breaks when modified.

In 1995, \$250,000 from the County's Capital Improvements Program was allocated over a four-year period to replace certain portions of the system; however constant increases to the design scope prevented any system replacements from taking place.

During the early 1990s, the city's building department reclassified the Justice Center as a high-rise structure. As a result of that and because the fire alarm system lacked adequate electronic monitoring, the Fire Marshal, in 1996, required the facility's fire alarm notification and annunciation system be upgraded to accommodate the more restrictive code requirements.

B. Project Proposal:

The risks of not making the improvements are sizable as the Justice Center houses some of the state's most dangerous murder and assault offenders including mentally ill criminals. The Sheriff's Office and the County's Electronic Services are in the position of managing a large, metropolitan correctional facility with aging and antiquated security systems.

In 1996, Multnomah County Facilities decided to incorporate the Fire Marshal's requirements into work planned to replace the detention electronics systems. MW Consulting Engineers (MW) was hired to design and prepare the construction documents for the detention electronics work and fire alarm upgrades. Retrofitting the alarm system was preliminarily estimated at \$500,000.

During the project's planning phase in 1996, Multnomah County Facilities and the Sheriff's Office expanded the detention electronics scope to include new control panels, video switching and monitors, all supporting logic software, electronics and circuit boards. The fire alarm scope was increased to include the code-deficient issues with the inmate cell fire suppression (deluge) system. Later in 1996, Multnomah County voters approved the Public Safety Bond Measure that included the detention electronics work and the fire alarm upgrades. \$2.5 million of the bond funds were allocated for both portions of the project.

In 1997, the Justice Center's work was put on hold so that similar, yet more urgent work at the Courthouse jail facility could be completed. Unused funds from the Courthouse project were transferred to the Justice Center's work. In the fall of 1998, design work on the Justice Center resumed and construction documents were completed in December 1998.

C. Project Plan:

Plans call for a temporary Master Control Room to be fully functional during the construction phase. Since the proposed electronics work will be a replacement of the existing system, the anticipated impacts to the facility's operations and to its operational budget are expected to be minimal.

The proposed fire alarm work will be an upgrade to the existing system and impacts to the operations of the facility are also expected to be minimal. The building's operational budget will be impacted only by a small amount of overtime training for the Sheriff's Office personnel.

Funding for the Detention Electronics and Fire Alarm Upgrades Project will initially be from Multnomah County and the VOI/TIS Grant. The County anticipates to be reimbursed by the City of Portland for changes made to the Police Bureau's master control panels and upgrades to the fire alarm system in areas City personnel occupy in accordance with the condominium agreement. (The City's reimbursement will be approximately \$722,000).

D. Project Design and Construction:

The construction documents were put out for formal, public bidding in December 1998. Upon reviewing the bids, Multnomah County Purchasing determined none of the bidders fully met the County's bidding qualifications and all bids were rejected. The project was rebid in May 1999 and Norment Industries was named the successful bidder. In April 2001 Norment defaulted on its ability to honor the contract and its services were terminated in September 2001.

Since Norment's termination, the project documents have been revised including specifying the "Notifier" brand as the County's sole vendor for the fire alarm and annunciation equipment. A copy of the approved Exemption Request follows (Appendix C).

Our analysis indicates a project of this nature is best managed and the interests of the County are best served utilizing the experience of a Construction Manager/General Contractor (CM/GC) with a proven expertise in detention facilities. To that end, Facilities and Property Management (F&PM) will request the Board of County Commissioners approve an exemption from the public bidding process in order that F&PM may solicit Requests for Proposals from qualified CM/GC firms, according to the procedures set forth in the Public Contract Review Board rule AR310-0220. The exemption request will be treated as a separate BCC Agenda item.

Replacement of the detention electronics systems includes:

- Verification of changed conditions since the initial bid
- Replacement of all control panels used by the Sheriff and the main control panel at the Portland Police Bureau's lobby entrance
- Redesign of the elevator controls; elevator cab and lobby monitoring systems
- Upgrades to the Center's interior and exterior surveillance systems
- Redesign and coordination of the Programmed Logic Control system (the software that coordinates all electronic functions in the building)
- Modifications to the functional logic for each control sub-system
- Replacement of the facility's intercom system

Upgrading the fire alarm system includes:

- Replacement of the fire alarm notification and annunciation system
- Modifications to the inmate deluge and electronic monitoring systems (the emergency water activation system in each inmate cell)

See the following appendices for additional information:

- Appendix B: Chronology of Scope and Project Costs.
- Appendix C: Order 96-135: Exemption to Specify the "Notifier" Brand of Fire Alarm Equipment and Components in Informal and Formal Bid Documents
- Appendix D: Letters From City of Portland Bureau of Buildings and Fire Marshal's Office re: Updating the Justice Center's Fire Alarm and Fire Sprinkler Systems

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SITING PLAN

The Justice Center is an existing facility and a Siting Plan is not required for this project.

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MULTNOMAH COUNTY SHERIFF'S OFFICE

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MEMORANDUM

TO: Glenn Schnaidt, Project Manager, Facilities and Property Management

CC: Captain James Turney, MCDC Facility Commander

FROM: Lieutenant Ron Bishop, MCDC Administration/ Special Projects

DATE: April 28, 2003

SUBJECT: Operational Funding Plan

As a large metropolitan correctional facility, the Justice Center's operations function with the aid of electronic control and monitoring systems. They are an integral part of our corrections management and must be evaluated periodically to ensure functionality and reliability. When the facility was constructed in 1983, the Center was equipped with such systems. To keep pace with increasing demands, these systems have been constantly modified, updated and repaired by Multnomah County's Electronic Services department.

Fire Alarm Upgrade Project

Project replaces and upgrades the existing noncompliant system with one that accommodates changes to the Fire Code and brings the entire building into Fire Marshal compliance.

During construction: No anticipated operational costs foreseen. The project budget includes a constant fire watch in affected areas.

Post construction, commissioning & closeout: Minor impact to the Sheriff's Office anticipated in staff overtime to train on the new system. Projected impact: \$2,000.

Continued operations: No impact foreseen.

Detention Electronics Project

Project replaces an out-dated system with one that is more versatile, reliable and easier to maintain.

During construction: No anticipated operational costs foreseen. The project budget includes construction of a temporary, identical Master Control Room (MCR) while the existing MCR undergoes its changes.

Post construction, commissioning & closeout: Minor impact to the Sheriff's Office anticipated in staff overtime to train on the new system. Projected impact: \$6,000.

Continued operations: No impact foreseen.

Because each project *replaces* an existing system and equipment, we anticipate neither system will increase the Sheriff's Office operating budget. However, we do expect both systems, once installed and operational, will significantly reduce the trouble calls that Electronic Services receives. No MCSO personnel will be laid off or hired by the installation of either system.



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JUSTICE CENTER DETENTION ELECTRONICS and FIRE ALARM UPGRADE PROJECT

CAPITAL FUNDING PLAN

Multnomah County initiated planning for the Detention Electronics and Fire Alarm Upgrade project in the early 1990s. In 1996 the County sold the Public Safety Bond (a general obligation bond) which raised \$79.7 million, of which \$2.5 million was specifically earmarked for this project. Additional funds allocated included \$1,291,600 in bond interest and \$1,160,233 remaining from the Transitional Housing and Courthouse Jail projects' budgets.

In 2003 the Sheriff's Office secured a \$2 million Violent Offender Incarceration / Truth-in-Sentencing (VOI/TIS) Grant from the federal government. The VOI/TIS Grant was not included in the FY 04 Adopted Budget as it was unclear whether the County would meet the grant requirements due to budget reductions. On June 13, 2003, the Sheriff's Office was notified the County would be awarded the \$2,000,000 grant. A majority, if not all of the grant will be expended during FY 04. Because receipt of this revenue will increase the Capital Improvement Fund by more than 10%, a supplemental budget will be required to adjust the budget. During FY 04, the Budget Office will return to the Board with this action.

Funds spent to date have been for design and engineering fees, a limited amount of construction (halted in 2001 when the general contractor defaulted on its contract) and legal fees relating to the contract default. As of May 2003 \$5,792,000, including the grant, remains in the budget.

Capital Funding Plan:

The remainder of the Public Safety Bond and other sources as described above are sufficient to fund the project:

- \$3,792,000 from Multnomah County
- \$2,000,000 Federal VOI/TIS Grant

As a result of the condominium agreement with the City of Portland, the County anticipates recovering approximately \$722,000 for work completed on the City's behalf:

- \$100,000 for changes made to the Police Bureau's master control panel, main floor of the Justice Center.
- \$622,000 for fire alarm upgrades made to floors 11-16 that the City occupies.

APPENDIX A

RESOLUTION 02-136: ESTABLISHING A POLICY FOR CONSTRUCTION OF MAJOR FACILITIES CAPITAL PROJECTS

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 02-136

Establishing a Policy for Construction of Major Facilities Capital Projects

The Multnomah County Board of Commissioners Finds:

- a. At the direction of the Chair and with the support of the Board and the Cabinet, Facilities and Property Management (FPM) has initiated a significant improvement strategy for managing facilities capital projects.
- b. A Capital Construction Audit, prepared by the County Auditor's Office and issued in September 2002, assessed the County's ability to carry out major construction projects and found deficiencies in upfront planning controls, decision-making responsibilities and authority, and technical skills and tools. The Audit contained recommendations for improvement in internal administrative procedures and found the need for improved lines of responsibility and authority.
- c. It is the Board's policy to maintain its authority to review and approve Major Facilities Capital Projects to insure consistency with departmental budgets, the Capital Improvement Plan, and overall County policies and strategies.
- d. There is a need to revise the County's Facilities Capital Project Administrative Procedures to conform with the following project planning process improvements.

The Multnomah County Board of Commissioners Resolves:

1. Revised County Facilities Capital Project Administrative Procedures shall be developed by FPM for approval by the Chair for the planning and management of each facilities project with a capital budget greater than \$1,000,000, (hereafter referred to as a Major Facilities Capital Project).
2. The Revised County Facilities Capital Project Administrative Procedures shall describe each procedural phase and step and designate the following four phases as the key Planning Milestones for County reviews and approvals:
 - a. **Preliminary Planning Proposal:** Sponsoring departments shall notify FPM of program service needs which may affect facilities. FPM, in consultation with the sponsoring department(s), shall prepare an initial estimate of program requirements, project scope and costs, funding sources, and assess the Project's consistency with the County's overall policies, plans, and strategies, and develop a cost estimate for the next planning phase, development of the Project Proposal.
 - b. **Project Proposal:** FPM shall be responsible for preparing a Project Proposal which shall refine the findings produced during the Preliminary Planning Proposal phase. For the Project Proposal, FPM shall also

investigate project justification, feasibility, and alternatives, risk identification and assessment, probable project milestone dates, and develop a cost estimate for the next phase, development of the Project Plan.

- c. **Project Plan:** After approval of a Project Proposal, FPM shall prepare a Project Plan. The Project Plan shall contain five main components: Project Charter; Project Development Plan; Siting Plan; Operational Funding Plan; and Capital Funding Plan. The sponsoring department(s) shall develop the Siting Plan, which includes a plan for public involvement, submit the plan to the Chair for approval, and implement the Siting Plan. FPM shall consult with the sponsoring department(s) and the Finance Director in the preparation of the Project Plan.
- d. **Project Design and Construction:** After adoption of the Project Plan, FPM shall commence project design and construction. FPM, the sponsoring department(s), and the Finance Director shall jointly be responsible for updating the components of the Project Plan prior to the bidding and the construction phases. Project Construction Approval shall occur before a Major Facilities Capital Project can proceed to bidding and construction.

3. **Major Roles and Responsibilities:** The Facilities Capital Project Administrative Procedures shall identify roles and responsibilities for Major Facilities Capital Projects as follows:

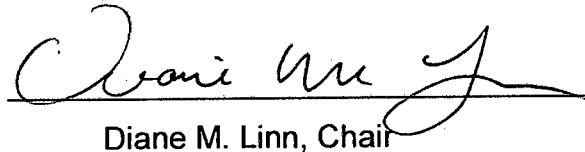
- a. **Board of County Commissioners:** Approval of Major Facilities Capital Projects consistent with overall County policies and strategies. Approval of the annual Capital Improvement Plan and Budget. Approval of Major Facilities Capital Projects at each of the four key planning milestones described above: Preliminary Planning Proposal; Project Proposal; Project Plan; Project Design and Construction. Approval of substantial changes to project scope and budget as defined in the Facilities Capital Project Administrative Procedures.
- b. **County Chair:** Executive oversight and direction for Major Facilities Capital Projects. Approval of Major Facilities Capital Projects at each of the four key planning milestones described above, and approval of the Siting Plan within the Project Plan phase.
- c. **Cabinet:** Guidance and coordination of County-wide and inter-departmental issues and capital project budget priorities. Advice on the Capital Improvement Plan. Review of Major Facilities Capital Projects at each of the four key planning milestones described above and allocation of project funding to proceed with the Project Proposal phase.

- d. **County Finance Director:** Preparation of and updating of the Project Capital Funding Plan as part of the Project Plan and Project Construction Approval.
- e. **Sponsoring Department(s):** Notice to FPM of program service needs which may affect facilities. Program technical information to enable FPM to plan and manage Major Capital Projects. Preparation and management of proposed operational budgets and the Operational Funding Plan for programs to be located in Major Facilities Capital Projects.
- f. **Facilities and Property Management Division:** Overall planning and management of Major Facilities Capital Projects, including production of project documents and coordination of approvals as described above. Project planning services as described above in response to requests from sponsoring department(s). Track, review, and advise the Department, Cabinet, Chair, and Board on significant changes in scope, siting, function, and budget.

ADOPTED this 17th day of October 2002.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


John S. Thomas, Assistant County Attorney

APPENDIX B

CHRONOLOGY OF SCOPE CHANGES and PROJECT COSTS

- 1991-1993 Informal discussions regarding the need to completely overhaul the jail's detention electronics system. No cost estimate.
- 12/94 Memo stating much of the detention electronics system is unreliable, no longer supported by the manufacturer and difficult to maintain. No cost estimate to modify the system.
- 8/31/95 Memo discussing options available to correct issues with the detention electronics; no upgrade to the fire alarm system included. Budget: \$250,000 over 4 years.
- 1/31/96 Email regarding incorporating the Center's electronics replacements with the fire alarm upgrades. Detention electronics, fire alarm, electrical and code upgrades to be funded by a Public Safety General Obligation Bond. Estimated cost to complete: \$2.0 million.
- 3/5/96 Letter discussing several issues with the Center's fire alarm and low voltage systems. Recommends immediate action to correct code deficiencies. No cost estimate.
- 3/96 Sheriff's Office decides on alternative control system software to replace existing technology (in lieu of the County standard).
- 3/6/96 Memo advising Facilities of an upcoming expense to immediately correct deficiencies involving life safety and building control. Estimated cost to complete: \$2 million.
- 6/97 Fire Marshal identifies new code changes to the inmate cell fire suppression system resulting in scope change.
- 6/97-3/98 Detention electronics and fire alarm projects on hold as work focuses on upgrading similar systems at the Courthouse Jail.
- 3/98 Design work on the Center's detention electronics and fire alarm projects resumes. \$311,000 remaining from the Courthouse Jail work applied to the Justice Center project.
- 12/98 Justice Center construction documents put out for public bid. Purchasing subsequently determined none of the bidders fully met the qualifications and rejected all bids.
- 12/98 County receives numerous requests for additional information from bidders. MW Consulting Engineers revises construction documents.
- 3/99 Justice Center Detention Electronics and Fire Alarm Upgrade project is rebid.
- 7/99 Norment Industries is named the successful low bidder; County starts contract preparations.
- 9/99 County and Norment enter in formal contract. Contract amount is \$2.76 million.
- 8/00 Email discusses adding deluge sprinkler head modifications (Fire Marshal requirement) to the project scope as well as additional funding for a sheriff escort and dedicated Electronics Services technician on site for project duration. Increases budget by \$1.3 million.
- Intercom system added to the project scope. Estimated additional cost to the project: \$46,000.
- 4/01 Norment defaults on contract to complete Detention Electronics and Fire Alarm Upgrade work.
- 9/01 Multnomah County terminates contract with Norment Industries.
- 9/25/01 Memo requesting fee proposal to revise drawings changing control technology to Programmed Logic Controller (PLC) system (County's standard) and add fire alarm upgrades; new intercom system also added to the project scope.
- 11/6/01 County agrees to MW's proposal for redesign.

- 11/28/01 MW Consulting Engineers, County F&PM staff & Fire Marshal meet to standardize the fire suppression, electronics, and intercom equipment since the original design of 1998.
- 6/02 County asks MW to stop redesign work on detention electronics & fire alarm upgrades.
- 10/02 MW resumes redesign on detention electronics & fire alarm upgrades.
- 3/03 Budget cuts require Sheriff's Office to release prisoners early. As a result, the federal Violent Offender Incarceration / Truth-in-Sentencing (VOI/TIS) Grant is withdrawn. Impact to budget: loss of \$2 million.
- 3/03 Multnomah County Facilities decides to separate Detention Electronics & Fire Alarm Upgrades into two distinct projects and proceed immediately with the Fire Alarm Upgrade portion of work (fire and life safety issues). Sheriff's Office would re-apply for the VOI/TIS Grant in 2006 and the Detention Electronics work would be included in CIP's FY06–FY08 budgets.
- 6/03 \$2,000,000 VOI/TIS Grant is reinstated.
- 8/03 Detention electronics and fire alarm upgrades portions of work are re-combined into one project.

APPENDIX C

ORDER 96-135: EXEMPTION TO SPECIFY THE “NOTIFIER” BRAND OF FIRE ALARM EQUIPMENT AND COMPONENTS IN INFORMAL AND FORMAL BID DOCUMENTS



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NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, August 8, 1996, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 96-135 in the Matter of an Exemption to Specify the Notifier Brand Name for Purchase of Fire Alarm Equipment and Components.

A copy of the Order is attached.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**

**Deborah L. Bogstad
Office of the Board Clerk**

enclosure

cc:

**Dave Boyer
Franna Hathaway ✓
Gary Hall**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an exemption to specify the
Notifier brand name for purchase of fire alarm
equipment and components

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)
)

ORDER
96-135

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review a request from the Department of Environmental Services, Facilities and Property Management, pursuant to ORS 279.017 and AR 10.010 and AR 20.030 to specify the Notifier brand of fire alarm equipment and components in informal and formal bid documents.

It appearing to the Board that the recommendation for an exemption to specify the Notifier brand for the purchase of fire alarm equipment and components, as it appears in the application, is based upon the fact that Notifier is the sole manufacturer of compatible equipment that will reduce repair time and decrease costs.

It appearing to the Board that this request for an exemption is in accord with the requirements of ORS 279.015(2) and PCRB Rules AR 10.010; now therefore,

IT IS ORDERED that the Notifier brand be specified for fire alarm equipment and components in the procurement process.

Dated this 8th day of August, 1996.



LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Assistant County Counsel
Matthew O. Ryan

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By Beverly Stein
Beverly Stein, County Chair

APPENDIX D

**LETTERS FROM THE CITY OF PORTLAND BUREAU OF BUILDINGS AND FIRE
PREVENTION DIVISION'S OFFICE RE: UPDATING THE JUSTICE CENTER'S FIRE ALARM
AND FIRE SPRINKLER CONTROL SYSTEMS**



CITY OF
PORTLAND, OREGON
FIRE PREVENTION DIVISION

Charlie Hales
Commissioner of Public Safety
Jim Crawford, Fire Marshal
55 S.W. Ash Street
Portland, Oregon 97204-3590
(503) 823-3700
FAX (503) 823-3710

"YOUR SAFETY IS YOUR RESPONSIBILITY"

March 4, 1996

Mr. Mark Gustafson
Project Manager
Multnomah Co. Facilities Management
2505 SE 11th Avenue
Portland, Oregon 97202

Re: Justice Center Alarm System, 1120 SW 3rd Avenue

Dear Mr. Gustafson:

The Fire Marshal's office has recently been made aware of some serious deficiencies in the alarm system at the Justice Center. Unfortunately some of the problems need immediate correction to lessen the possibility of injury to staff and inmates as well as damage to the building.

Mr. Max Runyun of the City of Portland Electrical Division has submitted a list of electrical violations. I will not repeat this list as this is his area of expertise. I would like to stress however that the violations cited are not just technical in nature but are true fire, shock, and electrocution hazards.

Another specific concern of this office is the fact that the fire sprinkler control circuits in the detention cells are not electronically supervised which makes it possible for the system to be inoperable without any indication to the staff.

It is our intent to work with you any way we can to provide reasonable safety to the building occupants. Please feel free to contact me at 823-7798 during business hours if I may be of assistance.

Terry A. Beck
Inspector

cc: Tom Stanwood, Fire Inspector
Max Runyon, Electrical Inspector
Rich Butcher, Sr. Fire Inspector
File



CITY OF
PORTLAND, OREGON
BUREAU OF BUILDINGS

1120 S.W. 5th Avenue
Portland, Oregon 97204-1992
Mailing Address: P.O. Box 8120
Portland, Oregon 97207-8120
(503) 823-7300
FAX: (503) 823-6983
TDD: (503) 823-6868

To: Walter Heil
Supervisor Electrical Services
Multnomah County

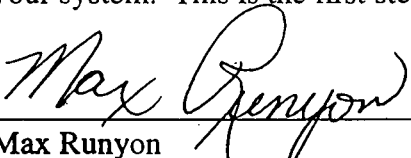
March 5, 1996

Re: Safety / Code Issues - Justice Center
1021 S.W. 4th

Dear Sirs,

At a recent inspection of the Justice Center at 1103 S.W. 3rd, it was identified that several serious deficiencies exist in the fire alarm system and associated low voltage security systems. These issues could pose a possible liability hazard to the County if prisoners were to become trapped or injured due to one of these systems failing to operate properly.

I recommend immediate action to eliminate all hazardous conditions and code deficiencies to your system. This is the first step to gain code compliance.


Max Runyon
Senior Electrical Inspector

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the Appropriation of \$2,000,000 VOI/TIS Grant into the Capital Improvement Program's FY04 Budget for the Completion of the Justice Center Detention Electronics and Fire Alarm Upgrades Project, Justice Center Detention Electronics and Fire Alarm Upgrades Project Plans and Authorization to Proceed through Completion of the Project

The Multnomah County Board of Commissioners Finds:

- a. In 1991, Multnomah County Sheriff's Office and County Electronic Services identified the need to upgrade the Justice Center's detention electronics and fire alarm systems.
- b. In 1996, Multnomah County voters approved the Public Safety Bond Measure that included the Justice Center detention electronics and fire alarm upgrades. Bond funds of \$2.5 million were allocated for both projects.
- c. In 2003, Plans and Specifications for both projects were completed and budgets established.
- d. The Justice Center Detention Electronics and Fire Alarm Upgrades is a Major Facilities Capital Project as defined in County Resolution 02-136. The initial phases of this project, preliminary planning and project proposal, were completed before adoption of Resolution 02-136. Under Resolution 02-136, Board approval of the Project Plan and Project Construction Plan is necessary in order for the project to proceed further.
- e. As a result of the re-instatement of the \$2 million federal Violent Offender Incarceration / Truth-in-Sentencing (VOI/TIS) Grant, \$2.5 million that had previously been re-allocated in the Capital Improvement Program shall be authorized for expenditure in the CIP FY03/04 budget. Necessary capital funds will then exist within the Capital Improvement Program's FY03/04 budget to complete the project.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the allocation of \$2,000,000 VOI/TIS Grant to the Capital Improvement Program's FY04 Budget for the Completion of the Justice Center Detention Electronics and Fire Alarm Upgrades Project and approves the Construction Plans for the Project.
2. The Board authorizes Facilities and Property Management to proceed with construction and completion of the Project.

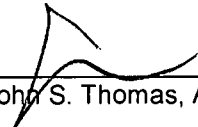
ADOPTED this 14th day of August, 2003

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John S. Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-118

Approving the Appropriation of \$2,000,000 VOI/TIS Grant into the Capital Improvement Program's FY04 Budget for the Completion of the Justice Center Detention Electronics and Fire Alarm Upgrades Project, Justice Center Detention Electronics and Fire Alarm Upgrades Project Plans and Authorization to Proceed through Completion of the Project

The Multnomah County Board of Commissioners Finds:

- a. In 1991, Multnomah County Sheriff's Office and County Electronic Services identified the need to upgrade the Justice Center's detention electronics and fire alarm systems.
- b. In 1996, Multnomah County voters approved the Public Safety Bond Measure that included the Justice Center detention electronics and fire alarm upgrades. Bond funds of \$2.5 million were allocated for both projects.
- c. In 2003, Plans and Specifications for both projects were completed and budgets established.
- d. The Justice Center Detention Electronics and Fire Alarm Upgrades is a Major Facilities Capital Project as defined in County Resolution 02-136. The initial phases of this project, preliminary planning and project proposal, were completed before adoption of Resolution 02-136. Under Resolution 02-136, Board approval of the Project Plan and Project Construction Plan is necessary in order for the project to proceed further.
- e. As a result of the re-instatement of the \$2 million federal Violent Offender Incarceration / Truth-in-Sentencing (VOI/TIS) Grant, \$2.5 million that had previously been re-allocated in the Capital Improvement Program shall be authorized for expenditure in the CIP FY03/04 budget. Necessary capital funds will then exist within the Capital Improvement Program's FY03/04 budget to complete the project.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the allocation of \$2,000,000 VOI/TIS Grant to the Capital Improvement Program's FY04 Budget for the Completion of the Justice Center Detention Electronics and Fire Alarm Upgrades Project and approves the Construction Plans for the Project.
2. The Board authorizes Facilities and Property Management to proceed with construction and completion of the Project.

ADOPTED this 14th day of August, 2003



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Assistant County Attorney