

ANNOTATED MINUTES

Monday, February 10, 1992 - 10:00 AM - NOON  
Multnomah County Courthouse, Room 602

MULTNOMAH COUNTY/CITY OF PORTLAND/JOINT BRIEFING/MHRC

- B-1 Presentation of the Metropolitan Human Relations Task Force (MHRC) Report and Informal Hearing on the Recommendations to Portland City Council and Multnomah County Board of Commissioners. Presented by Raleigh Lewis, Judge Michael Marcus, Becky Wehrli (Task Force Members).

METROPOLITAN HUMAN RELATIONS TASK FORCE PRESENTED AND EXPLAINED THE MHRC REPORT AND RECOMMENDATIONS TO THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS AND THE PORTLAND CITY COUNCIL. ATTENDED BY: CHAIR GLADYS McCOY, MIKE LINDBERG, DONNA RED WING, GAYLE PRESTON, MICHAEL MARCUS, GRETCHEN KAFOURY, PAULINE ANDERSON, BERNIE GUISTO, BECKY WHERLI, DONNIE GRIFFIN, SAMUEL PIERCE, RUSSELL PEYTON, SHARRON KELLEY, RODNEY PAGE, MAYOR BUD CLARK, RALEIGH LEWIS, RABBI EMANUEL ROSE, RICK BAUMAN, JOAN SMITH, EARL BLUMENAUER AND DICK BOGLE. RESOLUTIONS TO ACCEPT THIS REPORT TO BE PRESENTED TO THE CITY COUNCIL WEDNESDAY, FEBRUARY 26, 1992; AND THE MULTNOMAH COUNTY COMMISSION ON THURSDAY, FEBRUARY 27, 1992.

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Tuesday, February 11, 1992 - 9:30 AM  
Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-2 Briefing on the ARTS PLAN 2000. Presented by Bill Bulick.

ARTS PLAN 2000+ INTRODUCED BY COMMISSIONER PAULINE ANDERSON FOLLOWED BY A SLIDE SHOW. OVERVIEW OF THE PLAN PRESENTED BY CLARK WORTH. PRESENTATION OF THE ARTS PLAN CHAPTERS BY MEMBERS OF THE TASK FORCE AND/OR PARTICIPANTS AS FOLLOWS: ARTS EDUCATION, JUDY BRYANT; ACCESS TO THE ARTS, BRUCE CHALMERS; DIVERSITY, SHELLEY MATHEWS; REGIONAL COORDINATION, CATHY CONDON; ARTISTS, LAURA ROLL PAUL; ARTS ORGANIZATIONS, BOB VAN BROCKLIN; PUBLIC ART, DONNA DRUMMOND; AND FACILITIES, GLENDA DRUHAM. RESOURCE OPTIONS AND NEXT STEPS EXPLAINED BY CLARK WORTH, FOLLOWED BY OVERVIEW AND POSSIBLE ADIPTION OF A RESOLUTION TO ACCEPT REPORT ON THURSDAY, FEBRUARY 13, 1992.

- B-3 Status Report on the Expo Master Plan. Presented by Paul Yarborough, Bill McKinley and Bob Nilsen.

EXPO MASTER PLAN PRESENTATION AND UPDATE EXPLAINED BY PAUL YARBOROUGH AND BOB NILSEN, WITH THE FINAL REPORT TO BE PRESENTED IN MARCH, 1992.

Tuesday, February 11, 1992 - 11:00 AM  
Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-4 Review of Agenda for Regular Meeting of February 13, 1992

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Tuesday, February 11, 1992 - 7:00 PM  
Gresham City Hall Council Chamber  
1333 NW Eastman Parkway, Gresham

PUBLIC HEARING

PH-1 PUBLIC HEARING and Testimony in the Matter of the Proposed Consolidations of County and City of Gresham Road Organizations and Fleet Management.

PUBLIC HEARING HELD AND TESTIMONY HEARD BEFORE A JOINT COUNCIL AND BOARD OF MULTNOMAH COUNTY COMMISSIONERS ATTENDED BY: JACK GALLAGHER, GARY HANSEN, BARBARA WIGGIN, RICK BAUMAN, JOEL MALONE, GLADYS McCOY, GUSSIE McROBERT, PAULINE ANDERSON, JO HAVERKAMP, SHARRON KELLEY AND JACK ADAMS. THE NEXT PUBLIC HEARING TO BE HELD TUESDAY, FEBRUARY 20, 1992 - 7:00 PM - CITY OF TROUTDALE CILY HALL.

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REGULAR

February 13, 1992 MEETING

Chair Gladys McCoy convened the meeting at 9:38 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

Chair McCoy requested that the agenda items be taken out of order due to public testimony on R-10, R-5 and R-6. The order to be R-1, R-10, R-5, R-6, C-1, C-2, R-2, R-3, R-4, R-9, R-8 and R-11.

R-1 In the Matter of the Friends of Forest Park Presentation of Books to the Board of County Commissioners. Presented by John Sherman

Presentation made by John Sherman.

R-10 Ratification of an Intergovernmental Agreement between Multnomah County, Oregon and the Portland Public School District #1 Regarding On-Site Distribution of Condoms and Contraceptives

Commissioner Bauman moved and Commissioner Anderson seconded, for approval of R-1.

Public testimony heard from Connie Ravel, Charlotte Cook, Joseph Wire and Dr. Elizabeth Newhall in favor of this item; and Louise Weidlich opposed.

R-10 was UNANIMOUSLY APPROVED.

- R-5 Budget Modification DES #19A Requesting Authorization to Reduce the FY 91-92 Animal Control Budget by \$324,550 and Eliminating 30 Positions for a 100% Fee Supported Program, Effective April 1, 1992
- R-6 Budget Modification DES #19B Requesting Authorization to Reduce the FY 91-92 Animal Control Budget by \$138,931 and Eliminating 16 Positions for a County-Wide Service Level, Effective April 1, 1992

Public testimony heard from Cheryl Piper opposing the reduction of the Animal Control Budget proposed in R-5 and R-6.

UPON MOTION of Commissioner Hansen, seconded by Commissioner Kelley, to continue R-5 and R-6 until Thursday, February 20, 1992 was UNANIMOUSLY APPROVED.

- C-1 Ratification of an Intergovernmental Agreement Renewal between the Oregon Department of Transportation, Traffic Safety Division and the Sheriff's Office, Enforcement Division to Provide Enhanced DUII/DWS Enforcement
- C-2 Ratification of an Intergovernmental Agreement Between the Oregon Highway Division, the City of Portland and Multnomah County, Relating to Operation and Maintenance Costs and Other Obligations During and After Construction of Traffic Signals Located at NE Sandy Boulevard and 181st Avenue (CONTINUED FROM JANUARY 23, 1992)

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kelley, the Consent Calendar (C-1 and C-2) was UNANIMOUSLY APPROVED.

- R-2 RESOLUTION in the Matter of Accepting Arts Plan: Animating our Community

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, RESOLUTION 92-26 was UNANIMOUSLY APPROVED.

- R-3 Ratification of a Revenue Intergovernmental Agreement between Multnomah County Social Services Division's Youth Program Office and the City of Portland to Provide \$22,126 in Funding to Assist in Extending the Hours of the Outside-In Drop in Center

UPON MOTION of Commissioner Kelley, seconded by Commissioner Hansen, R-3 was UNANIMOUSLY APPROVED.

Commissioner Hansen left the meeting at this time.

- R-4 Budget Modification NOND #26 Requesting Authorization to Create a Fiscal Specialist II Position in the Finance Division

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kelley, R-4 was UNANIMOUSLY APPROVED.

- R-7 In the Matter of Request for Approval of Revenue Bond (RB 1-92) for Toyo Tanso USA, Inc.

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, RESOLUTION 92-27 was APPROVED with Commissioners Anderson, Kelley and McCoy voting aye and Commissioner Bauman voting no.

R-8 ORDER Authorizing an Agreement with the City of Portland Relating to the Allocation and Payment to the County of a Portion of Franchise Fees Collected by the City which are Attributable to Solid Waste Collection in Certain Unincorporated Areas of the County (CONTINUED FROM FEBRUARY 6, 1992)

UPON MOTION of Commissioner Bauman, seconded by Commissioner Anderson, ORDER 92-28 was UNANIMOUSLY APPROVED.

R-9 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Ordinance No. 646 (Firearms) by Expanding the List of Firearms in the Definition of "Assault Weapon", Clarifying Certain Language Pertaining to Excluded Firearms and Deleting Certain Provisions Concerning the Firearms Safety and Education Course

The Clerk read the proposed ordinance by title only. Copies of the complete document were available for those wishing them. A hearing was held.

Public testimony heard from Louise Weidlich opposing this item.

UPON MOTION of Commissioner Bauman, seconded by Commissioner Anderson, the correction of the following language: "The sheriff's office may charge a safety and education course fee up to [\$10.00.] \$25.00.".

The nonsubstantive correction of language to Section 2. Amendment was UNANIMOUSLY APPROVED.

ORDINANCE 712 was UNANIMOUSLY APPROVED as amended.

There being no further business, the meeting was adjourned at 10:56 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By 

0207C/1-4  
cap

**Barrett MacDougall**  
Finance Officer

Business Finance Section



**Oregon**

ECONOMIC  
DEVELOPMENT  
DEPARTMENT

775 Summer Street N.E.  
Salem, Oregon 97310 U.S.A.  
(503) 373-1240, Ext. 371  
FAX (503) 581-5115

**GEORGE M. MARDIKES**

**DAVIS WRIGHT TREMAINE**  
LAWYERS

2300 FIRST INTERSTATE TOWER • 1300 S.W. FIFTH AVENUE • PORTLAND, OR 97201  
(503) 241-2300 • FAX: (503) 778-5299 • TELEX: 185224

ANCHORAGE • BELLEVUE • LOS ANGELES  
RICHLAND • SEATTLE • WASHINGTON, D.C.

#

1

DATE

2/13

NAME

Connie Ravel

ADDRESS

State Health Division

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-10

SUBJECT

condoms

FOR

AGAINST

PLEASE PRINT LEGIBLY!

# 32

DATE

2/13

NAME

Charlotte Cook

ADDRESS

Roosevelt H.S. Parent  
STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-10

SUBJECT

condoms

FOR

AGAINST

PLEASE PRINT LEGIBLY!

# 3

DATE 2/13/92

NAME JOSEPH WIRE

ADDRESS 3229 NE DUNCKLEY

STREET

PTLD OR

97212

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-10

SUBJECT Distribution of Condoms

X FOR \_\_\_\_\_ AGAINST

PLEASE PRINT LEGIBLY!

# 2

DATE 2/13

NAME Dr. Elizabeth Newhall

ADDRESS Everywomen's Health  
STREET

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-10

SUBJECT Condoms

FOR  AGAINST  
PLEASE PRINT LEGIBLY!

✓ # ~~1~~ /

DATE 2-13-98

NAME Cheryl Piper

ADDRESS 7505 S.E. 36th

STREET pt 1d 97202

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

I WISH TO SPEAK ON AGENDA ITEM # R5

SUBJECT REDUCE ANIMAL CONTROL

\_\_\_\_\_ FOR  \_\_\_\_\_ AGAINST

PLEASE PRINT LEGIBLY!

# \_\_\_\_\_

DATE 2/13/92

NAME TURID L. OWREN

McEwen Grisvold Rankin & Stewart  
ADDRESS 1100 S.W. 6th Avenue

STREET  
PORTLAND 97204  
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # \_\_\_\_\_

SUBJECT \_\_\_\_\_

\_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

PLEASE PRINT LEGIBLY!

# \_\_\_\_\_

DATE \_\_\_\_\_

NAME WADE J. PALMER Financial  
1940 TAWO USA, Inc. Controller

ADDRESS 5530 N.E. 122ND AVENUE

STREET

PORTLAND

CITY

97230

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # \_\_\_\_\_

SUBJECT \_\_\_\_\_

\_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

PLEASE PRINT LEGIBLY!

# \_\_\_\_\_

DATE Feb. 13/92

NAME

Mrs Louise Weidlich

ADDRESS \_\_\_\_\_

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

PP

SUBJECT

Recycling

FOR



AGAINST

PLEASE PRINT LEGIBLY!



BOARD OF COUNTY COMMISSIONERS  
FORMAL BOARD MEETING  
RESULTS

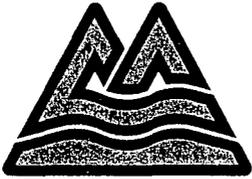
MEETING DATE: 2-13-92

Agenda Item #	Motion	Second	APP/NOT APP
#5 { C-1	RB	SK	App
{ C-2	S	S	S
#1 Presentation	made by John Sherman		
R-1			
#6 R-2	PA	SK	App
#7 R-3	DK	GH	App
#8 R-4	RB	SK	App
#3 R-5	GH	SK	App
#4 R-6	S	S	S
#9 R-7	SK	PA	App
#10 R-8	RB	PA	App
#11 R-9	RB	PA	App
#12 R-10	RB	PA	App

*Motion to Hold over 1 wk*

*RB-No  
GH Not here*

*With correction of fee not to exceed \$25.00*



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 606, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308  
PAULINE ANDERSON • DISTRICT 1 • 248-5220  
GARY HANSEN • DISTRICT 2 • 248-5219  
RICK BAUMAN • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
CLERK'S OFFICE • 248-3277

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

February 10 - 14, 1992

Monday, February 10, 1992 - 10:00 AM - Multnomah County/. .Page 2  
City of Portland  
Joint Briefing/MHRC

Tuesday, February 11, 1992 - 9:30 AM - Board Briefings. . .Page 2

Tuesday, February 11, 1992 - 11:00 AM - Agenda Review . . .Page 2

Tuesday, February 11, 1992 - 7:00 PM - Multnomah County/. .Page 2  
City of Gresham Joint  
Public Hearing/ROADS

Gresham City Hall Council Chamber  
1333 NW Eastman Parkway

Thursday, February 13, 1992 - 9:30 AM - Regular Meeting . .Page 3

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Monday, February 10, 1992 - 10:00 AM - NOON

Multnomah County Courthouse, Room 602

**MULTNOMAH COUNTY/CITY OF PORTLAND  
JOINT BRIEFING/MHRC**

- B-1 Presentation of the Metropolitan Human Relations Task Force (MHRC) Report and Informal Hearing on the Recommendations to Portland City Council and Multnomah County Board of Commissioners. Presented by Raleigh Lewis, Judge Michael Marcus, Becky Wehrli (Task Force Members). 2 HOURS REQUESTED.
- 

Tuesday, February 11, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

**BOARD BRIEFINGS**

- B-2 Briefing on the ARTS PLAN 2000. Presented by Bill Bulick. 9:30 AM TIME CERTAIN. 60 MINUTES REQUESTED.
- B-3 Status Report on the Expo Master Plan. Presented by Paul Yarborough, Bill McKinley and Bob Nilsen. 10:30 AM TIME CERTAIN. 30 MINUTES REQUESTED.
- 

Tuesday, February 11, 1992 - 11:00 AM

Multnomah County Courthouse, Room 602

**AGENDA REVIEW**

- B-4 Review of Agenda for Regular Meeting of February 13, 1992
- 

Tuesday, February 11, 1992 - 7:00 PM

Multnomah County Courthouse, Room 602

Gresham City Hall Council Chamber  
1333 NW Eastman Parkway, Gresham

**PUBLIC HEARING**

- PH-1 PUBLIC HEARING and Testimony in the Matter of the Proposed Consolidations of County and City of Gresham Road Organizations and Fleet Management.

Thursday, February 13, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- APP*
- C-1 Ratification of an Intergovernmental Agreement Renewal between the Oregon Department of Transportation, Traffic Safety Division and the Sheriff's Office, Enforcement Division to Provide Enhanced DUII/DWS Enforcement

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 Ratification of an Intergovernmental Agreement Between the Oregon Highway Division, the City of Portland and Multnomah County, Relating to Operation and Maintenance Costs and Other Obligations During and After Construction of Traffic Signals Located at NE Sandy Boulevard and 181st Avenue (CONTINUED FROM JANUARY 23, 1992)

REGULAR AGENDA

NON-DEPARTMENTAL

- ✓*
- R-1 In the Matter of the Friends of Forest Park Presentation of Books to the Board of County Commissioners. Presented by John Sherman 9:30 AM TIME CERTAIN

- APP*
- R-2 RESOLUTION in the Matter of Accepting Arts Plan: Animating our Community 92-26

DEPARTMENT OF ~~HEALTH~~ Social Services

- APP*
- R-3 Ratification of a Revenue Intergovernmental Agreement between Multnomah County Social Services Division's Youth Program Office and the City of Portland to Provide \$22,126 in Funding to Assist in Extending the Hours of the Outside-In Drop in Center

NON-DEPARTMENTAL

MANAGEMENT SUPPORT

- APP*
- R-4 Budget Modification NOND #26 Requesting Authorization to Create a Fiscal Specialist II Position in the Finance Division

DEPARTMENT OF ENVIRONMENTAL SERVICES

- #2*
- R-5 Budget Modification DES #19A Requesting Authorization to Reduce the FY 91-92 Animal Control Budget by \$324,550 and Eliminating 30 Positions for a 100% Fee Supported Program, Effective April 1, 1992

*Hold over 1 wk to 2-20-92*

#3  
R-6 Budget Modification DES #19B Requesting Authorization to Reduce the FY 91-92 Animal Control Budget by \$138,931 and Eliminating 16 Positions for a County-Wide Service Level, Effective April 1, 1992 *held over 1 wk to 2-20-92*

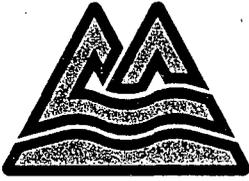
*APP*  
R-7 In the Matter of Request for Approval of Revenue Bond (RB 1-92) for Toyo Tanso USA, Inc. *RB-10 92-27*

NON-DEPARTMENTAL

*APP*  
R-8 ORDER Authorizing an Agreement with the City of Portland Relating to the Allocation and Payment to the County of a Portion of Franchise Fees Collected by the City which are Attributable to Solid Waste Collection in Certain Unincorporated Areas of the County (CONTINUED FROM FEBRUARY 6, 1992) *92-28*

*APP*  
R-9 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Ordinance No. 646 (Firearms) by Expanding the List of Firearms in the Definition of "Assault Weapon", Clarifying Certain Language Pertaining to Excluded Firearms and Deleting Certain Provisions Concerning the Firearms Safety and Education Course *712*

0200C/21-24  
cap



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 606, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

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RICK BAUMAN • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
CLERK'S OFFICE • 248-3277

## SUPPLEMENTAL AGENDA

Thursday, February 13, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

## REGULAR MEETING

### REGULAR AGENDA

### NONDEPARTMENTAL

R-10 Ratification of an Intergovernmental Agreement between  
Multnomah County, Oregon and the Portland Public School  
District #1 Regarding On-Site Distribution of Condoms and  
Contraceptives

0200C/25  
cap

#

54

DATE

2/13/92

NAME

Mrs. Louise Weidlich, President

ADDRESS

Mothers For Children  
P.O. Box 19224

STREET

Portland, Oregon 97219

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 10

SUBJECT \_\_\_\_\_

\_\_\_\_\_  
FOR\_\_\_\_\_  
AGAINST

PLEASE PRINT LEGIBLY!

# Abraham Lincoln Said It . . .

**YOU CANNOT**

bring about prosperity by discouraging thrift

**YOU CANNOT**

strengthen the weak by weakening the strong

**YOU CANNOT**

help the wage earner by pulling down the wage payer

**YOU CANNOT**

further brotherhood by encouraging class hatred

**YOU CANNOT**

help the poor by discouraging the rich

**YOU CANNOT**

establish sound security by spending more than you earn

**YOU CANNOT**

build character and courage by taking away mans initiative and independence

**YOU CANNOT**

help men permanently by doing for them what they could and should do for themselves



**THE LINCOLN YEAR BOOK**  
Containing Immortal Words  
of Abraham Lincoln

Copyright by J. T. HOBSON  
1907

JANUARY 22.

## The Approach of Danger.

(Extract from the Springfield address in 1838. Continued from preceding page.)

At what point shall we expect the approach of danger? Shall we expect some transatlantic military giant to step the ocean and crush us at a blow? Never! All the armies of Europe, Asia, and Africa combined, with all the treasures of the earth (our own excepted) in their military chest, with a Bonaparte for a commander, could not, by force, take a drink from the Ohio, or make a track on the Blue Ridge, in a trial of a thousand years. At what point, then, is this approach of danger to be expected? I answer: If it ever reaches us, it must spring up amongst us. It cannot come from abroad. If destruction be our lot, we must ourselves be its author and finisher. As a nation of freemen, we must live through all time or die by suicide.

Will community policing and gun control be  
be part of the "New World Order"???

When our land is illumined with liberty's smile,  
If a foe from within strike a blow at her glory,  
Down, down with the traitor that dares to defile  
The flag of her stars and the page of her story!  
By the millions unchained who our birthright have gained,  
We will keep her bright blazon forever unstained!

—Francis Scott Key.

## Lincoln's birthday

Born in Hardin County, Kentucky, February 12, 1809.

Elected President, November 6, 1860.

Inaugurated President, March 4, 1861.

Issued call for 75,000 volunteers, April 15, 1861.

Issued Emancipation Proclamation, January 1, 1863.

Re-elected President, November 8, 1864.

Reinaugurated President, March 4, 1865.

Shot by John Wilkes Booth, April 14, 1865.

Died April 15, 1865.

"My great concern is not  
whether God is on our side;  
my great concern is to be on  
God's side."

Abraham Lincoln

THE AVERAGE AGE OF THE WORLD'S GREAT  
CIVILIZATIONS HAD BEEN 200 YEARS. THESE  
NATIONS PROGRESSED THROUGH THIS SE-  
QUENCE:

From Bondage to Spiritual Faith  
From Spiritual Faith to Great Courage  
From Courage to Liberty  
From Liberty to Abundance  
From Abundance to Selfishness  
From Selfishness to Complacency  
From Complacency to Apathy  
From Apathy to Dependency  
From Dependency back again into Bondage.

The nation and kingdom that will not serve thee shall  
perish. Isaiah 60:12.

Circulated by:  
NEIGHBORHOODS PROTECTIVE ASSOCIATION  
P.O. Box 19224, Portland, Oregon 97210

Retirement of your police chief Stan Peters will be a great loss to all of us, as citizens, here in Portland. We will pray for the new chief, but the trend toward community policing will hurt us all!

R-10  
2-13-92

MOTHERS FOR CHILDREN

P. O. BOX 19224

PORTLAND, OREGON 97219

HELP "GOD BLESS AMERICA"

February 13, 1992  
(Lincoln's birthday Feb.12th)

Gladys McCoy, Chairperson  
Members of the County Commission  
1021 S.W. 5th Avenue, 1st Floor  
Multnomah County Court House  
Portland, Oregon

Dear Chairperson McCoy, and Members of the Multnomah County Commission,

We wish to oppose changing the health clinic procedures to include dispensing of condoms. In fact, we are opposed to teen clinics, because that seems to be the main purpose for their existence...to promote free sex! Dispensing condoms gives our young people the idea that society approves of it! This is morally devastating to the psyche of our young people! It is undermining the moral fabric of our society in preservation of the belief in the family unit for the raising of children! It also increases interest in sex....and less in their learning and education.

However, this is not the place to debate this at this time, but rather to focus on the survey that the school district spent \$20,000 to Moore Information, Public Opinion Research. They apparently did a "random sampling" by computer of non-parent adults, teenagers, and parents. The real issue here is..!how well informed were they?" Were the questions too general without knowing the facts!well enough to make an intelligent decision?

STUDENT HEALTH CLINICS "Do you think it is a good idea or not a good idea to have student health clinics in Portland public schools so that students can receive health services including routine physical exams, wellness exams, and reproductive counseling?"

What if the question were worded differently? Such as: "Would you favor student health clinics, even though they might have exacerbated the problem with at least a 10% or more failure rate in regard to teen pregnancy?" The Family Research Council of America, Inc. has a booklet that you can order, and some of the headings are on the sheet I just gave you. I will read just a few of them. I will quote one, however: "No responsible teacher, parent, school superintendant or counselor would take a neutral approach to stealing, lying, cheating on exams, or violence. Yet this is precisely what is being done in the area of sexual activity!"



# WEIDLICH FOR SCHOOL BOARD

SPECIAL ELECTION

April 3, 1979

SPECIAL ELECTION

April 3, 1979

Louise Weidlich

School District No. 1.

POSITION No. 5 \*KEEP President

Portland Community College Board, Zone 1. \*STOP nation-wide

\*OPPOSE Property tax subsidy of German based Wacker plant to train CETA "hard-core" unemployed, at PCC's new S.E. Center.  
\$1,300,000  
\$1,560,000

She supports the Oregon Law, ORS 336.067:

"Instruction in ethics and morality 1) In public schools special emphasis shall be given to instruction in: a) Honesty, morality, courtesy, obedience to law, respect for national flag, the Constitution of the U.S. and the Constitution of the State of Oregon, respect for parents and the home, the dignity and necessity of honest labor, and other lessons which tend to promote and develop an upright and desirable citizenry."

search for his replacement.

\*For LOCAL CONTROL KEEP Oregon educators.

\$2,860,000 total -purchase and remodeling costs.

KEEP ALL NEIGHBORHOOD SCHOOLS .....OPPOSE BUSING CHILDREN AWAY FROM HOME.

Families buy or rent a home to be near their neighborhood school. As families take pride in their home, neighborhood school, city, state, and nation so will our nation be strong. Busing hurts families...with children in the same family all attending a different school, thus lessening family togetherness and loyalty. After school sports and other activities keep young people busy...reduces crime.

OPPOSE MIDDLE SCHOOLS AND "MAGNET" HIGH SCHOOLS....IT MEANS MORE BUSING.

Middle schools include more "specialists" and experimental curriculum, such as media-specialists, early childhood specialists, community contact personnel, developmental specialists, and biochemical therapist/pharmacists.

OPPOSE EARLY CHILDHOOD CENTERS....IT MEANS MORE BUSING FOR "LITTLE ONES".

Taxpayers should not fund education for pre-school age children. Mothers should be encouraged to stay home with their children in a free society. A tax-exemption of \$10,000 for the mother, and \$7,500 for each minor child would encourage mothers to stay home, giving them a feeling of "earning", and save tax dollars.

SUPPORT BACK TO BASIC EDUCATION....READING, WRITING, ARITHMETIC, and HISTORY.

Textbooks should present facts in history, promoting our nation's heritage. Texts should not promote World History, or conversion to METRICS.(Adopted Feb.12

SENSIBLE DISCIPLINE NEEDED TO REPLACE ACADEMIC FREEDOM POLICY.(ACLU guidelines)

KEEP BENSON TECH HIGH SCHOOL STANDARDS OF EXCELLENCE..FOR OREGON BUSINESS.

Education: Stephens College, Columbia, Missouri (M.A.Degree); Pomona College, Claremont, Calif. (B.A. Degree); University of Southern California, Occupational Therapy graduate school.) MOTHERS FOR CHILDREN, President and founder.

Material prepared by Mrs. Louise Weidlich, 7720 S.W. Capitol Hill Rd., Portland, Oregon 97219. George Weidlich, treasurer, 7720 S.W. Capitol Hill Rd.

# Teen Pregnancy and School-Based Health Clinics

MOTHERS FOR CHILDREN

P. O. BOX 19224

PORTLAND, OREGON 97219

## Introduction

The sexual revolution of the last two decades has brought about a marked increase in the sexual activity of America's youth. During the 1970s, the percentage of sexually active teens grew nearly 67 percent, and while this growth has begun to level off in recent years, there are still more than 11 million sexually active teenagers in America today.<sup>1</sup>

This increased sexual behavior has spurred a dramatic rise in the pregnancy rate for unmarried teenage females. In fact, more than one million teenagers become pregnant each year.<sup>2</sup>

To combat this growing problem, public health clinics have made birth control counseling and free contraceptives available to minors and many public schools have implemented sex education programs.

Although well-intentioned, these programs have not worked. In fact, they may have actually exacerbated the problem. In a recent report on teen pregnancy, the House Select Committee on Children, Youth & Families found that despite sex education and contraceptive distribution programs

*there has been no change in the percentage of sexually active teens who become pregnant, but there has been a huge increase in the percentage of teens who are sexually active. And this increase in sexual activity has led to a proportionate increase in pregnancies to unmarried teens.*<sup>3</sup>

Why has teenage sexual activity and pregnancy increased despite the development and implementation of well-intentioned and well-financed programs?

The primary reason these programs have failed is that they are based on three flawed presuppositions:

- (1) teenagers will exercise greater sexual responsibility if they have an increased awareness of sexuality and an increased accessibility to contraceptives;
- (2) programs that do not explicitly encourage or discourage teen sexual activity are "morally neutral;" and
- (3) teens will be sexually active even if encouraged to say "no."

*Barrett Mosbacher has worked with several organizations involved in helping pregnant teenagers. He is a member of the Family Research Council's Resource Network.*

*School-based health clinics appear to be the latest step in a growing movement to transform public schools into social welfare agencies which provide a wide range of peripheral services that interfere with academic pursuits.*

*Teen pregnancy is merely the symptom of a greater problem—premarital, adolescent sexual behavior. Accordingly, public and private programs designed to reduce teen pregnancy should focus on discouraging sexual involvement among youth prior to marriage.*

*No responsible teacher, parent, school superintendent or counselor would take a 'neutral approach' to stealing, lying, cheating on exams, or violence. Yet, this is precisely what is being done in the area of sexual activity.*

## Contraception is the Answer?

R-10  
2-13-92

The first presupposition undergirding current pregnancy prevention projects is that adolescents do not have enough information on the proper use of contraceptives. It is assumed that teenage pregnancy will be reduced if teenagers have easier access to contraceptives and better education on responsible sexual behavior and the proper use of birth control.

If the greater availability of contraceptives and sex education is effective in reducing teenage pregnancy, one would expect to see a correlation between increased contraceptive use and decreased pregnancies. But a study of premaritally sexually active females aged 15-19 found that as sexual activity increases, the probability of pregnancy also increases—even when contraceptives are used consistently.<sup>4</sup>

The contraceptive failure rate is largely responsible

*Although well-intentioned, these (sex education and contraceptive distribution) programs have not worked. In fact, they may have actually exacerbated the problem.*

for this phenomenon. To quote from the Select Committee on Children, Youth & Families:

*The contraceptive failure rate for teens who always use contraceptives is about 10% (Zelnik and Kantner, 1976 and 1979). Therefore, hypothetically, if sexual activity among teens reached 100% and the constant use of contraceptives 100%, we would still have a pregnancy rate of about 10%.<sup>5</sup>*

While teen contraceptive use has increased, so has the sophistication in birth control methods. According to Dr. James Ford and Michael Schwartz of the Free Congress Foundation:

*At least as significant as the increased regularity of contraceptive use was the increased sophistication in contraceptive methods. By 1976, oral contraception had far outstripped all other methods in popularity among unmarried teenagers, having been used by 58.8% of all unmarried teenage contraceptive users.<sup>6</sup>*

*This increase in teen pregnancy has occurred even though more teens are using contraceptives, using more effective forms of contraceptives, and are exposed to more instruction on sexual behavior and birth control methods.*

*'Program advocates and service providers are more or less obligated to exaggerate the potential benefits of services in order to secure political and material support.'*

This information is condensed from a booklet. Write to the address below.



515 Second Street, N.E. • Capitol Hill  
Washington, D.C. 20002 • (202) 546-5400

*Progressively over the last 25 years, we have, as a nation decided that it is easier to give children pills than to teach them respect for sex and marriage.*

*Many parents believe that in-school clinics usurp their authority and responsibility for helping children make decisions about sex.*

Portland Public Schools in 1987-1988, school-based teen health clinics funded through Multnomah County at a cost of \$100,000 per year per clinic. 27% of 2,761 student users involved r productive health service  
1987/1988 Annual Report for Multnomah County.

The School-Based Teen Health Centers usurp parental authority, and have a demoralizing affect on all children in school! The recent controversy over giving free condoms in schools proves this. It sends the wrong message, and implies "safe sex" when this is not true! It sends the wrong message to all young people by implied sanctioning of free sex and prostitution!

Earnestly,

Louise Weidlich

CONTRACT # 800582

ORIGINAL

FEB 05

FEB 13 1992

Meeting Date:

Agenda No.:

C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Renewal of Intergovernmental Agreement--  
Oregon Traffic Safety Commission

AGENDA REVIEW/  
BOARD BRIEFING

(date)

REGULAR MEETING 2/6/92

(date)

DEPARTMENT Sheriff's Office

DIVISION Enforcement

CONTACT Larry Aab- Sheriff's Exec. Asst. TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Sheriff Robert G. Skipper

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Renewal of Intergovernmental Agreement with Oregon Traffic Safety Commission, where the Sheriff's Office will provide enhanced DUII/DWS Enforcement.

\*\*\* NOTE: PLACE ON CONSENT CALENDAR \*\*\*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Robert G. Skipper  
(Sheriff)

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

*Sent Original to Larry Aab 2-13-92*

BOARD OF  
COUNTY COMMISSIONERS  
1992 FEB -5 AM 10:36  
MULTNOMAH COUNTY  
OREGON



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800582

MULTNOMAH COUNTY OREGON

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

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>RATIFIED</b></p> <p style="text-align: center;"><b>Multnomah County Board of Commissioners</b></p> <p style="text-align: center;">C-1 February 13, 1992</p>
--	--	---

ORIGINAL

Department Sheriff's Office Division Enforcement Date 11/7/91

Contract Originator Lt. Kirby Brouillard Phone 255-3600 Bldg/Room \_\_\_\_\_

Administrative Contact Larry Aab Phone 255-3600 Bldg/Room 313/225

Description of Contract Deputies trained to recognize DUII drivers will patrol county-wide, locating and arresting drunk drivers. The deputies will assist any other agency in processing drunk drivers they stop and cooperate with the City of Portland in establishing a consistent enforcement effort.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name Oregon Dept of Transportation  
Traffic Safety Division  
Mailing Address 400 State Library Building  
Salem, OR 97310

Phone 1-800-922-2022

Employer ID # or SS # \_\_\_\_\_

Effective Date 10-1-91

Termination Date 9-30-92

Original Contract Amount \$ 67,700

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

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

County Counsel [Signature]

County Chair/Sheriff \_\_\_\_\_

Contract Administration \_\_\_\_\_  
(Class I, Class II contracts only)

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

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

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

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

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 2-3-92

Date \_\_\_\_\_

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	025	3313			2017					
02.											
03.											

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

OREGON DEPARTMENT OF TRANSPORTATION  
TRAFFIC SAFETY DIVISION

TRAFFIC SAFETY PROJECT SUMMARY

COPY

1. Agency/Jurisdiction Multnomah Co. Sheriff's Office
2. Project Title Multnomah Co DUII Enforcement Project
3. Project No. J6-92-11-62 Project Period: From 10-1-91 To 9-30-92

4. Project Description

Deputies trained to recognize DUII drivers will patrol county-wide, locating and arresting drunk drivers. The deputies will assist any other agency in processing drunk drivers they stop and will cooperate with the City of Portland in establishing a consistent enforcement effort. A 10% reduction in fatal and injury crashes and a 20% reduction in nighttime fatal and injury crashes from the 1988-90 average is expected. This will be the fourth grant awarded for this activity, thus funding is at a reduced level.

5. Objectives

- To reduce fatal and injury accidents occurring in funded jurisdiction by 10%, from 209, the FY 1991 level, to 188 during the twelve month period starting October 1, 1991 and ending September 30, 1992.
- To reduce nighttime fatal and injury accidents occurring in funded jurisdiction by 20%, from 112, the FY 1991 level, to 90 during the twelve month period starting October 1, 1991 and ending September 30, 1992.
- During October 1, 1991 to September 30, 1992, to maintain DUII arrests for the Department at or above 600, the level for the 1990 calendar year.
- To make 150 DUII arrests per OTSC-paid officer by September 30, 1992, a total of 150 DUII arrests.
- To report the number of citations and warnings issued for violation of the safety belt law and child restraint law.

6. Project Director Kirby D. Brouillard Title Lieutenant
- Street/P.O. 12240 NE Glisan Street Telephone 251-2421
- City Portland, OR Zip Code 97230 FAX 253-2663

7. Project Coordinator \_\_\_\_\_ Title \_\_\_\_\_
- Street/P.O. \_\_\_\_\_ Telephone \_\_\_\_\_
- City \_\_\_\_\_ Zip Code \_\_\_\_\_ FAX \_\_\_\_\_

8. Grant Manager Jill Vosper

9. Recommended Budget
- |       |                   |             |
|-------|-------------------|-------------|
| TSD   | \$ <u>68,000</u>  | <u>25%</u>  |
| Match | \$ <u>206,369</u> | <u>75%</u>  |
| Total | \$ <u>274,369</u> | <u>100%</u> |

10. Approval/Award Summary

- |                            |                   |                      |                         |
|----------------------------|-------------------|----------------------|-------------------------|
| a. Federal (HSP) Approval: | Date: <u>3/12</u> | TSD \$ <u>68,000</u> | Match \$ <u>277,000</u> |
| b. OTSC Approval:          | Date: <u>9/10</u> | TSD \$ <u>68,000</u> | Match \$ <u>206,369</u> |
| c. Final Award Letter:     | Date: _____       | TSD \$ <u>67,700</u> | Match \$ <u>177,173</u> |
| d. Grant Adjustment 01:    | Date: _____       | TSD \$ _____         | Match \$ _____          |
| e. Grant Adjustment 02:    | Date: _____       | TSD \$ _____         | Match \$ _____          |

**I. INTRODUCTION:****A. General Information:**

Multnomah County is Oregon's most populous urban county. Within the County's boundaries are six incorporated cities. The largest being Portland with a population of 432,175 and the smallest being Maywood with a population of less than 1,000.

The County is a commercial, industrial, and cultural hub making it a crossroads for a wide variety of commercial and pleasure motor vehicles. The County is crossed by three major interstate highways: I-5 running north and south, I84 running east and west, and I205 running north and south as a bypass of downtown Portland. Interstates I-5 and I205 cross the Columbia River via the I-5 and Glen Jackson bridges.

In 1987 380,798 passenger vehicles were registered in Multnomah County. This number is compounded by tourists traveling to such widely visited sites as Multnomah Falls, the State's most visited tourist attraction, and by local and long distance truck engaged in commercial transportation.

The Multnomah County Sheriff's Office is a full-service police agency of 139 sworn officers. The agency provides a variety of county-wide law enforcement services such as marine enforcement and motor carrier (commercial vehicles) enforcement as well as general patrol, traffic, and investigative services. In addition, it provides these same services to the two small east county cities, Maywood and Wood Village.

Since 1988 Multnomah County has experienced a major increase in DUII/DWS arrests. The increased DUII/DWS arrests can be directly attributed to the support from Oregon Traffic Safety Commission in awarding DUII/DWS grants to the police agencies in Multnomah County. The positive aspect has been the removal of numerous DUII/DWS drivers from the street. However, the increased enforcement has resulted in another significant DUII/DWS problem. The new and growing problem is the defendants' failure to appear in court the first time or to comply with sentencing by the courts.

**B. OTSC Grants Received During Last Five Years:**

1. Multnomah County Sheriff's Office 402 Traffic Grant: Number 88-PT-32-04(315). This grant was for \$19,561 Section 402 funds with a local match of \$9,866.

The grant provides for enforcement and educational activities dealing with teenage drivers and accidents caused by alcohol and substance abuse and a lack of proper driving skills.

2. Multnomah County Sheriff's Office 408 Traffic Grant: Number 89-AL-11-72. This grant was \$112,354 Section 408 funds with a local match of \$42,410.

The grant provides for a DUII enforcement team of one sergeant and two deputies to work selected areas to reduce the incidents of fatal and injury accidents in those areas during the nighttime hours of 1800 to 0400 hours. In addition to the selected areas and hours the DUII team also identified those days of the week shown to have the most probability of encountering intoxicated drivers.

3. Multnomah County Sheriff's Office Grant: Number 90-AL-11-62. This grant was \$112,439 Section 408 funds with a local match of \$106,124.

The grant provided for the continuation of the DUII enforcement team of one sergeant and two deputies. The DUII team was to work selected areas and to reduce the incidents of fatal and injury collisions in those areas during the nighttime hours of 1800 to 0400 hours. The team worked the nights which traditionally reported the highest collision rates.

4. Multnomah County Sheriff's Office Grant: Number J6-91-11-62. This grant was \$119,147 Section 408 funds with a local match of \$175,066.

The grant provided for the continuation of the DUII enforcement team of one sergeant and two deputies. The DUII team was to work selected areas and to reduce the incidents of fatal and injury collisions in those areas during the nighttime hours of 1800 to 0400 hours. The team worked the nights which traditionally reported the highest collision rates.

The grant was enhanced to allow for two officers on overtime to try and serve a portion of over 9,000 DWS/DUII warrants on file.

## II. PROBLEM STATEMENT:

- A. Law Enforcement agencies saw a major reduction in their resources and personnel starting in the early 1980s. The trend has not been reversed and police agencies are continuing to be required to do more with less. The overall results are agencies

which have been forced to establish priorities for their resources. A major casualty of reduced spending and personnel has been all phases of traffic enforcement.

- B. Starting in 1988, with the support of the Oregon Traffic Safety Commission, apprehension of the DUII/DWS driver has seen positive results. The major law enforcement agencies (Multnomah County Sheriff's Office and Portland Police Bureau) in Multnomah County have been actively apprehending DUII/DWS drivers since April, 1988, in significant numbers.
- C. The problems of drunk driving is an everyday problem. There exists a need to have an officer working DUII enforcement every night. Monday, Tuesday, and Wednesday nights account for 43 percent of a week. Traditionally these three days have had little attention from DUII enforcement programs. Consequently drunk drivers are creating a large problem on these days. The City of Gresham, in 1990, recorded 33 percent of their motor vehicle related deaths on a Monday, Tuesday, or Wednesday. During 1990, the City of Portland recorded 34 percent of their motor vehicle related deaths on a Monday, Tuesday, or Wednesday. The unincorporated area of Multnomah County, in 1990, recorded 43 percent of their motor vehicles related deaths on a Monday, Tuesday, or Wednesday. The number of DUII arrests on the off nights would be enhanced if a DUII officer were available. Every DUII removed from the road is one less potential death and/or injury motor vehicle collision.

### III. Objectives

- A. To reduce fatal and injury accidents occurring in funded jurisdiction by 10%, from 209, the FY 1991 level, to 188 during the twelve month period starting October 1, 1991 and ending September 30, 1992.
- B. To reduce nighttime fatal and injury accidents occurring in funded jurisdiction by 20%, from 112, the FY 1991 level, to 90 during the twelve month period starting October 1, 1991 and ending September 30, 1992.
- C. During October 1, 1991 to September 30, 1992, to maintain DUII arrests for the Department at or above 600, the level for the 1990 calendar year.
- D. To make 150 DUII arrests per OTSC-paid officer by September 30, 1992, a total of 150 DUII arrests.
- E. To report the number of citations and warnings issued for violation of the safety belt law and child restraint law.

### IV. PROPOSED ACTIVITIES:

#### A. MAJOR ACTIVITIES:

With the exception of our PUC truck enforcement detail (which works countywide) reduction in staff and other resources due to

annexations and budget limitations have precluded the Multnomah County Sheriff's Office from providing any concentrated traffic enforcement since 1983. However, with the annexations at a standstill it is our intent with the assistance of the O.T.S.C. to redirect a portion of our resources to address a serious problem by:

1. Instituting a specialized DUII traffic enforcement team consisting of a sergeant and two deputies specially trained and equipped to work DUII countywide. All members of the DUII team have or will have received updated training in traffic enforcement including Horizontal Gaze Nystagmus and ORS statutes.

THIS TRAINING HAS BEEN ACCOMPLISHED AND ADDITIONAL TRAINING IN RADAR OPERATION IS PLANNED.

2. Enforcement efforts are concentrated on those nights and hours that have been statistically shown to have the greatest number of alcohol related accidents. Specifically Thursday, Friday, Saturday, and Sunday from 1800 hours to 0400 hours.
3. The agency will enforce an agency-wide safety belt use policy.

B. PUBLIC INFORMATION PROGRAM:

1. The Multnomah County Sheriff's Office will contact the various news media (radio, television, newspaper) and attempt to get as much coverage as possible to inform the public of what is being done to eliminate the drunk driver from the street. We will also attempt to emphasize this coverage before holidays or events (Super Bowl Sunday) that have a history of special risk from the drunk driver.
2. We will meet with various community groups, schools, and other organizations to inform them of what we are doing and how they can help to reduce the dangers of drunk driving by increasing public awareness of the danger of alcohol and vehicle operation. We will especially want to develop programs to deal with high school youth and we will be exploring options to target this group.
3. We will plan to take advantage of many pamphlets, posters, and other literature that is available through the Oregon Traffic Safety Commission. We especially want to utilize every opportunity to target the growing Hispanic population in east Multnomah County.

4. We plan to evaluate the feasibility of placing special markings on our patrol vehicles to emphasize our DUII enforcement efforts and the don't drink and drive message.

C. COORDINATION

The Sheriff's Office intends to work closely with the Multnomah County DUII Advisory Board, M.A.D.D., the District Attorney's Office, the Portland Police Bureau, Gresham Police Department, Troutdale Police Department, the Oregon State Police, OLCC, and other interested agencies. The project will be directed by a command officer and operational responsibility will be under the direction of an experienced sergeant.

V. EVALUATION PLAN:

A. Evaluation questions:

1. Was the DUII enforcement team able to reduce fatal and injury accidents in funded jurisdiction by ten percent from 209, the average for the [REDACTED] '91 period, to 188 during the twelve month period starting October 1, 1991, and ending September 30, 1992?
2. Was the DUII enforcement team able to reduce the nighttime fatal and injury accidents in funded jurisdiction by 20 percent from 112, the average for the [REDACTED] '91 period, to '90 during the twelve month period starting October 1, 1991, and ending September 30, 1992?
3. Was the Multnomah County Sheriff's Office able to maintain DUII arrests for the Department at or above 600, the level for the 1990 calendar year?
4. Did the Multnomah County Sheriff's Office OTSC Team paid officer make 150 DUII arrests?
5. Did the Department report the number of citations issued for violation of the Safety Belt Law and Child Restraing Law?

B. Data Requirements:

1. Data to be Collected:

The data table presented as Exhibit A will be submitted with the required quarterly report.

C. Data Evaluation:

The data collected will be collated by a computer to create corresponding relationship between alcohol related accidents and fatalities and major injuries as well as the measured impact of the percent alcohol/blood to their frequency of fatal or injury accidents.

800582

D. Report Preparation:

A draft will be submitted to O.T.S.C. for review on the last day of the grant period. A final report incorporating O.T.S.C staff comments will be submitted within one month after the O.T.S.C. review is complete.

VI. CONTINUATION OF PROJECT ACTIVITIES:

The results of the project will be recorded and forwarded to the Board of County Commissioners for their recommendation for continuation based on the success of the project and continuing community need for specialized DUII enforcement.

NOTE: THE CURRENT GRANT IS FUNDED AT A STRAIGHT TIME RATE. CONTINUATION OF THE GRANT WOULD BE A COMBINATION OF STRAIGHT TIME AND OVERTIME. THE DUII OFFICER'S COURT TIME AND IMPLIED CONSENT HEARINGS OUTSIDE OF THE OFFICER'S REGULAR WORK HOURS WHICH BY CONTRACTUAL AGREEMENT REQUIRED TO BE PAID AT THE PREVAILING OVERTIME RATE.

NOTE: EXPERIENCED OFFICERS WILL CONTINUE TO BE ASSIGNED TO THE DUII ENFORCEMENT TEAM.

625-ALAW

VII. BUDGET AND COST SHARING  
page 2

J6-92-11-62

	TSD FUNDS	MATCH	TOTAL
5. Office Expenses (supplies, photocopy, telephone, postage)			
6. Printing (specify item, quantity, and cost of each)			
1) Reports (Title:			
2) Brochures (Title:			
3) Other (specify)			
7. Equipment including films			
1)			
2)			
8. Other (specify)			
1 Vehicle Costs		\$23,400	\$23,400
2)			
3)			
B. INDIRECT COSTS***		\$4,719	\$4,719
C. TOTAL	\$67,700	\$177,172	\$244,872
D. COST SHARING SUMMARY			
1. TSD Funds	\$67,700		28%
2. State			
3. Local	\$177,172		72%
4. Other (specify source):			
5. TOTAL COSTS	\$244,872		100%

\*\*\* Not eligible for TSD funding, but may be used as match. Use no more than 10% of item A.1., salaries, or use actual indirect costs and provide documentation.

VII. BUDGET AND COST SHARING

J6-92-11-62

This form should include all budget information. If additional information is required for clarity, please include on a separate page, giving complete reference to the appropriate budget item.

	TSD FUNDS	MATCH	TOTAL
<b>A. DIRECT COSTS</b>			
1. Salaries and Wages*	\$34,063		\$34,063
a. Staff assigned to project			
1 FTE Deputy @ \$34,063/Annually			
1 FTE Deputy @ \$33,763/Annually		\$33,763	\$33,763
1 FTE Deputy @ \$34,663/Annually		\$34,663	\$34,663
<i>P/Dir \$6,294 ; Sgt. \$11,772 Annually</i>		\$18,066	\$18,066
c. 450. <i>OT hours @ \$28.23/hour for court/DMV hearings</i>	\$11,707	\$988	\$12,695
2. Employee Benefits (@42.77% of Item 1a) Benefits include: <i>Health, dental, life, retirement, FICA,                           unemployment, worker's comp.</i>	\$21,780	* \$61,573	\$83,353
3. Contractual Services ** Specify:	.		
4. Travel and Subsistence			
a. In-State, Regional (Annual TSD Conf.):	\$150		\$150
1) Food and Lodging: (    days @ \$       /diem)			
2) Mileage: (       miles @   ¢/mile)			
3) Other <i>Registration fee for two officers</i>			
b. Out-of-State** (Purpose/Destination):			
1) Food and Lodging: (    days @ \$       /diem)			
2) Airfare			
3) Other (specify)			

\* Job descriptions for all positions assigned to grant .25 FTE or more are included in Exhibit B.

\*\* TSD approval required before expenditures occur.

800582



Data Element	State Data					Local Data (Specify Source)				
	1987	1988	1989	1990	1991	1987	1988	1989	1990	FY 1991
1. Accidents (Jurisdiction)*										
a. F&I	778	548	576	518						209
b. Nighttime F&I	182	119	120	105						112
2. Accidents (County)										
a. F&I	7208	6514	6917	6904						
b. Nighttime F&I	1343	1062	1118	1065						
c. Total Fatalities (FARS)	95	88	77	70						
d. Total of C due to Alcohol (FARS)	52	49	39	42						

USE LOCAL DATA TO COMPLETE THIS SECTION

Data Element	October-December		January-March		April-June		July-September		Total for Grant	
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
3. Accidents (Jurisdiction)*										
a. F&I (local data)	47		47		47		47		188	
b. Nighttime F&I	22		23		22		23		90	
c. Total Fatalities										
d. Total of C due to Alcohol										
4. Accidents (County)										
a. F&I										
b. Nighttime F&I										
c. Total Fatalities										
d. Total of C due to Alcohol										
5. Arrests (OTSC-paid officers)										
a. Total DUII Arrests	37		37		38		38		150	
1. DUII Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										
6. Arrests (Department)										
a. Total DUII Arrests	150		150		150		150		600	
1. DUII Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										
7. Arrests (Total)										
a. Total DUII Arrests	187		187		188		188		750	
1. DUII Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										
8. Arrests (Total for county)										
a. Total DUII Arrests										
1. DUII Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										

Use shaded areas to track additional objectives here:


Shaded areas to be filled in by grantee and returned with application.

\*For county enforcement agencies this figure is the county total minus major cities. This means you need to contact city and state police for data each quarter.

PUBLIC SAFETY OFFICER  
(DEPUTY SHERIFF)

General Statement of Duties

This is law enforcement work involving patrolling an assigned area in a radio equipped car to prevent and/or investigate law violations and accidents and provide other community services.

Employees occupying positions in this class investigate criminal cases, collect information on criminal activities, apprehend criminals, investigate accidents, issue traffic citations, and testify in court. Employee must also manage non-criminal actions such as conflict resolution, social service, and first aid. Some employees perform work of a non-sworn nature in support services. Employee in this class are expected to deal with a wide variety of situations independently, maturely, and with discretion.

Supervision Received

Works under the general supervision of another Public Safety Officer, Supervisor, or Manager who assigns duties and evaluates performance, but work is performed independently. May under special circumstances work under the supervision of non-sworn personnel.

Supervision Exercised

May supervise other personnel.

Examples of Principal Duties

Drives patrol care in assigned area; surveys area for activity which appears irregular or suspicious; enters and inspects businesses, residences, and areas of known criminal activity.

Observes traffic activity and conditions; cites or warns violators; operates breathalyzer, operates radar equipment.

Talks to residents of patrol areas; provides information and referral; checks on well being of individuals.

Investigates alleged crimes, accidents and suspicious activities; interviews victims, suspects, and witnesses; finds, identifies, and preserves physical evidence; apprehends and arrest criminals on warrant or probable cause; assists in preparation for court and testifies in court.

Collects information on criminal activities; elicits information from citizens.

Investigates and/or controls complaints involving family disputes, removing inebriates, excessive noise, runaways, mentally ill persons or incorrigible juveniles; provides first aid for injuries, illness, drug overdose or attempted suicides.

800582

Examples of Principal Duties, (cont'd)

Prepares and writes extensive police reports; correspondence, staff reports and related documents; maintains daily log of all activities.

Some employees in this class may work in Detective, Crime Prevention, Communications, Training, Planning, River Patrol, or other units.

Performs related work as required.

Knowledge, Skills, and Abilities

Knowledge of social, psychological, and ethnic relationships and their affect on human behavior.

Skills in effective oral and written communication.

Skill in observation and retention of detail.

Skill in operating a motor vehicle safely.

Ability to perform effectively under extreme stress.

Ability to deal firmly but courteously with the public.

Ability to concentrate on many factors simultaneously.

Ability to keep detailed records and to write complex reports.

Ability to demonstrate physical agility.

Minimum Qualifications

Bachelor's degree from an accredited college or university.

At least 21 years of age.

Must have valid driver's license.

## PUBLIC SAFETY SUPERVISOR

General Statement of Duties

This is supervisory, administrative, investigative, and or staff support work within the Division of Public Safety.

Employees in this class may perform as a supervisor on an assigned shift by coordinating and assisting in the work of subordinate law enforcement personnel. In this capacity the employee is responsible for training, records and reports, investigation, enforcing personnel and labor contract provisions, and evaluating performance. Employees in this class may be assigned to an investigative unit, or may perform as an administrator, or staff support to an administrator. However, the emphasis in this class is on supervisory responsibility.

Supervision Received

Supervision is received from a manager or supervisor who reviews work for conformance to policies and accomplishment of desired results.

Supervision Exercised

Employees normally supervise a small group of Public Safety Officers but supervision may extend to staff support and/or clerical workers.

Examples of Principal Duties

Supervises the activity of a specialized unit, team or small shift unit; plans, directs, and reviews work of subordinate uniform and supporting personnel engaged in training, tactical unit, juvenile, intelligence, criminal investigation and similar activities.

Provides on-the-job training for employees, assigns officers to basic work assignments and briefs them on specific assignments and key information, arranges for manpower and equipment; inspects subordinate personnel; patrols field area to review officers in the performance of duties; evaluates and prepares reports on employee performance; administers disciplinary actions.

Screens arrests to assure compliance with the law, departmental regulations, and rights of citizens; reviews and evaluates incident and activity reports submitted by subordinates; reports to the scene of serious incidents to supervise and coordinate police activities in accordance with the Division's policies and procedures.

Facilitates the flow of information between team members and the team manager; evaluates, counsels, and explains Division policies; gives advice and assistance in performing the police function when necessary.

Duties may include coordinating training or planning activities for the Division, conducting internal affairs investigations, maintaining County

800582  
Examples of Principal Duties, (cont'd)

firearms, coordinating the Warrant and Extradition section, coordinating the operation of the crime prevention display center, supervising a records section, communications, property control, or river patrol unit, working as a special investigator for the District Attorney, or special projects as assigned.

Performs related work as required.

Knowledge, Skills, and Abilities

Knowledge of the principles of supervisor.

Knowledge of the principles and practices of police administration, including a thorough knowledge of modern law enforcement.

Knowledge of laws, statutes, regulations, state and county ordinances.

Knowledge of procedures used by grand juries in criminal investigations and by courts in criminal trials, the nature of legal evidence, and the rights of suspects and defendants.

Knowledge of accident and crime prevention principles.

Skill in the use of firearms, automobiles, mobile radio, and similar equipment.

Ability to plan, assign, evaluate, and guide the work of subordinates.

Ability to use sound judgment, make decisions in stressful situations, and analyze and adapt to new situations quickly.

Ability to establish and maintain effective working relationships with subordinates, management, and the public.

Ability to understand and execute oral and written instructions.

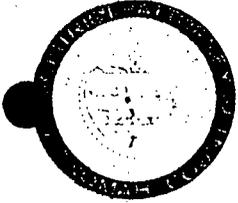
Ability to communicate effectively, orally and in writing.

Minimum Qualifications

Two (2) years of experience as a Public Safety Officer.

nc

800582



MICHAEL D. SCHRUNK, District Attorney for Multnomah County

600 County Courthouse • Portland, Oregon 97204 • (503) 248-3162 • FAX (503) 248-3643

May 2, 1991

Walter Pendergrass  
Chairman - Oregon Traffic Safety Commission  
325 13th Street NE  
Salem, OR 97310

Dear Mr. Pendergrass:

I have been requested to send a letter of support to the Oregon Traffic Safety Commission on behalf of the Multnomah County Sheriff application for funding to enhance DUII enforcement in Multnomah County. I strongly endorse this application. We need now, more than ever, DUII enforcement teams on the street. We in the Multnomah County District Attorney's Office look forward to working with the men and women of the Multnomah County Sheriff's Office and the Oregon Traffic Safety Commission in this endeavor.

Very truly yours,

  
MICHAEL D. SCHRUNK  
District Attorney

MDS:ss  
cc Multnomah County Sheriff

MULTNOMAH COUNTY  
DUII COMMUNITY PROGRAM  
ADVISORY BOARD

---

426 S.W. Stark, 6th Floor

Portland, Oregon 97204

(503) 248-3691

---

MEMORANDUM

TO: Oregon Traffic Safety Commission

FROM: Rod Monroe *Rod Monroe*

DATE: June 14, 1991

SUBJECT: MCSO Enhanced Grant Proposal

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At the present time, the Driving Under the Influence of Intoxicants Patrols in Multnomah County (including Portland Police Department Portland Police Department and Gresham Police Department) are patrolling on the heaviest days of DUII traffic. It is imperative that they continue to enforce during these high density periods, but someone should also agree to have at least one patrol on the less density days.

Multnomah County Sheriff's Office is requesting an enhancement to their existing DUII patrol to include one officer to specialize in DUII on Monday, Tuesday and Wednesday. Since they overlap on the overflow of both Gresham and Portland, they could cover a large area and assist both agencies upon request of a particular incident.

The Multnomah County DUII Advisory Board sees this additional patrolling as a positive addition to the existing DUII patrols that are presently funded through Oregon Traffic Safety Commission grants.

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Exhibit E: Alcohol Traffic Safety Expenditures, 1981 to Present

The applicant agency did not have any expenditures specifically for alcohol traffic safety.

## VIII. AGREEMENTS AND ASSURANCES

The following Agreements and Assurances apply to all grants funded by the Traffic Safety Division (TSD), Oregon Department of Transportation:

## A. General

1. The activity described in this grant is undertaken under the authority of Title 23, United States Code, Sections 402-408, and is subject to the administrative regulations established by OMB Circulars A-21, A-87, A-110, A-122, A-128, 48 CFR Part 31, and 49 CFR Part 18.
2. Any federal funds committed shall be subject to the continuation of funds made available to TSD by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action.
3. The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The state, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of three years starting on the date the grantee submits its final request for reimbursement for this grant.
4. Any obligation of grant funds extends only to those costs incurred by the grantee after authorization has been given to proceed with the particular part of the program involving costs.
5. Grant funds shall not be used for activities previously carried out with the grantee's own resources.
6. Income earned through services conducted through the project should be used to offset the cost of the project and be included in Section VI, Budget and Cost Summary.
7. The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSD a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received are Catalog of Federal Domestic Assistance (CFDA) number 20.600, State and Community Highway Safety Program.
8. The grantee shall promptly reimburse TSD for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.
9. The grantee and its contractors cannot use federal funds to influence federal employees, Members of Congress, and Congressional staff regarding specific grants. The grantee and its contractors must submit disclosure

documentation when non-federal funds are used to influence the decisions of federal officials on behalf of specific projects. Signing this Agreement constitutes a certification of compliance with these lobbying restrictions.

10. The grantee, 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.
11. The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in the Oregon Department of General Services Administrative Rules (Oregon Administrative Rules, Chapter 125; and Oregon State Law, including ORS Chapter 279, and in particular ORS 279.312, ORS 279.314, ORS 279.316, and ORS 279.320.
12. The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Traffic Safety Committee, the Department of Transportation, the Traffic Safety Division, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

## B. Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report, including a Data Table as provided in Section VII, Exhibit A. Each report must be signed by the Project Director and submitted to TSD by the tenth of the month following the close of each calendar quarter for the duration of the grant period.

5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSD. Copies of invoices and/or receipts for all specified items (Contractual Services, Travel and Subsistence, Printing, and Equipment) must be submitted to TSD with the Claim for Reimbursement. Claims may be submitted monthly, and must be submitted at least quarterly. Claims must be signed by the Project Director; duplicated signatures will not be accepted.
6. Prepare a project evaluation in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
  - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives.
  - b. A summary of the costs of the project including amount paid by TSD, funded agency, other agencies, and private sources. The amount of volunteer time should be identified.
  - c. Discussion of implementation process so that other agencies implementing similar projects can learn from your experiences. What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
  - d. Responses to Evaluation Questions. List each question and answer. Refer to Data Table.
  - e. Completed Data Table.

A draft must be submitted to TSD for review by the last day of the grant period. A final report incorporating TSD staff comments must be submitted within one month after the TSD review is completed.

### C. Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, or budget must be requested in writing, and receive the approval of TSD. A Grant Adjustment Form will be signed by both TSD and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if federal funds are involved.

### D. Non-Discrimination Assurance

1. The grantee and its contractors will comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 49 CFR parts 21 and 27, and with the Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor regulations 41 CFR Part 60, and shall ensure that no person shall on the grounds of race, color, creed, sex or national origin be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under this project.

2. The grantee and its contractors shall ensure that employment and procurement of goods and services made in connection with the project will be provided without regard to race, color, creed, sex or national origin.
3. The grantee and its contractors shall take all necessary affirmative steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises and/or business enterprises owned and controlled by women have the maximum opportunity to compete for and to perform contracts.
4. The grantee and its contractors shall ensure that no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to this grant.
5. The grantee shall ensure that any contracts and subcontracts awarded in excess of \$10,000 shall contain a provision requiring compliance with the standards set in paragraphs 1 through 4 of this section.

### E. Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSD to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.
2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
  - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
  - b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
  - c. Access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
  - d. Notice of grantor agency requirements and regulations pertaining to reporting, requirements and

regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data.

- e. Requirements given in Section A. 9-12.
4. Where applicable, contracts shall include the following provisions.
  - a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement. (Contracts in excess of \$10,000)
  - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60). (Contracts in excess of \$10,000)
  - c. Compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Dept. of Labor regulations (29 CFR Part 3). (Construction or repair contracts)
  - d. Compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Dept. of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000)
  - e. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5). (Contracts in excess of \$2,500)
  - f. Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts in excess of \$100,000)
  - g. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department. (Contracts in excess of \$25,000)

#### F. Travel

1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports. Reimbursement will only be authorized for those travel expenditures specified in the grant budget.
2. All out-of-state travel must be approved by TSD. To receive authorization, the grantee shall submit a letter detailing the need, cost, and dates of travel at least two weeks prior to the planned departure date. Reports on out-of-state trips shall be submitted to TSD within two weeks of return.
3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSD.

#### G. Development of Printed or Production Materials

1. The grantee shall provide TSD with draft copies of all materials developed using grant funds. TSD may suggest revisions and will approve production.
2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSD and federal participation.
3. Materials produced through this project shall be provided to TSD for its use and distribution and may not be sold for profit by either the grantee or another party.

#### H. Equipment Purchased with Grant Funds

1. A Residual Value Agreement shall be completed and submitted to TSD if grant funds are used in whole or in part to acquire any material or equipment costing over \$250. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item should be attached to the signed agreement. All equipment should be identified with a property identification number.
2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSD. In such event, TSD may direct the grantee to transfer, return or otherwise dispose of the equipment.

#### I. Debarment

The grantee, in accepting this Agreement, certifies that the agency or its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any state or federal agency or department.

#### J. Termination

1. The TSD may terminate this Agreement for convenience in whole or in part whenever:
  - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,

- b. The requisite local funding to continue this project becomes unavailable to grantee; or,
  - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.
2. The TSD may, by written notice to grantee, terminate this Agreement for any of the following reasons:
- a. The grantee takes any action pertaining to this Agreement without the approval of TSD and which under the provisions of this agreement would have required the approval of TSD; or,
  - b. The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
  - c. The grantee is in default under any provision of this Agreement

**K. Conditions of Project Approval**

Actions taken by the Oregon Traffic Safety Committee, if any, regarding conditions under which this project is approved are given in Section VII, Exhibit D. The grantee agrees to follow these conditions in implementing the project.

**L. Contract Provisions and Signatures**

It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.

\_\_\_\_\_  
Project Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Government Official

Sheriff  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Reviewed:  
Sandia Duffy  
Asst Co. Council  
2-3-92*

TO BE COMPLETED BY TSD	
Project #:	<u>I6-92-11-62</u>
Title:	<u>Multnomah Co. DUII Enforcement Project</u>
Committee approval date:	<u>9/10/91</u>
Total project cost:	<u>\$244,872</u>
TSD grant funds:	<u>\$67,700</u>
All matching funds:	<u>\$177,172</u>
Match source(s):	<u>Multnomah County</u>
_____ Administrator, Traffic Safety Division Oregon Department of Transportation	
Date:	_____

**RATIFIED**  
Multnomah County Board  
of Commissioners  
C-1 2-13-92

Meeting Date FEB 13 1992

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of Intergovernmental Agreement with Oregon State Highway Division for Signal Maintenance Costs

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Robert Pearson TELEPHONE X 3838

PERSON(S) MAKING PRESENTATION Robert Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Two (2) minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

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

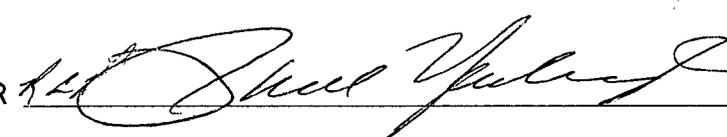
Approval of Intergovernmental Agreement with Oregon State Highway Division for the county's share of signal operation and maintenance costs, and other county obligations, during the construction of the signal and maintenance after construction of signals located at NE Sandy Blvd. and 181st Avenue.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

3706V/9581V

*Sent Originals to Bob Pearson 2-17-92.*

1992 JAN 14 PM 1:44  
MULTI-COUNTY  
OREGON  
COUNTY COMMISSIONERS



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 301862

MULTNOMAH COUNTY OREGON

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

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>RATIFIED</b></p> <p style="text-align: center;"><b>Multnomah County Board of Commissioners</b></p> <p style="text-align: center;">C-2 February 13, 1992</p>
--	--	--

Contact Person Robert Pearson Phone 248-3838 Date December 31, 1991

Department Environmental Services Division Transportation Bldg/Room #425/Yeon

Description of Contract Intergovernmental Agreement with the Oregon State Highway Division for the county's share of signal operation and maintenance, for traffic signals at NE Sandy Blvd. and 181st Ave., and for other county obligations during the construction of said signal and maintenance after construction.

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

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

Contractor Name ODOT - Highway Division

Mailing Address 9002 SE McLoughlin Blvd.  
Milwaukie, OR 97222

Phone 653-3090

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon signature

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

**Payment Term**

Lump Sum \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Other \$ Approximately \$600 per year

Requirements contract - Requisition required.

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

Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature] Date 1-6-92

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

County Counsel [Signature] Date 1-13-92

County Chair/Sheriff [Signature] Date 2/13/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	150	030	6530			6180						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING    CANARY - INITIATOR    PINK - CLERK OF THE BOARD    GREEN - FINANCE

November 26, 1991

Misc. Contracts & Agreements  
No. 10871

COOPERATIVE IMPROVEMENT  
AGREEMENT

THIS AGREEMENT, is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "City"; and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County".

W I T N E S S E T H

RECITALS

1. N.E. Portland Highway (N.E. Sandy Blvd.) is a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission, and N.E. 181st Ave. is a part of the County road system, under jurisdiction and control of County.
2. State and the City of Portland will be constructing the 138th Ave. - 181st Ave section of N.E. Airport Way hereinafter referred to as "Project", and a part of that project will be reconstructing the intersection of N.E. 181st Ave. and N.E. Sandy Blvd. Work at said intersection will also include traffic signal improvements. 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. The project will be designed and constructed at no cost to the County. State and City entered into Miscellaneous Agreement Number 8116 and supplements thereto which address the funding responsibilities for the project.
3. By the authority granted in ORS 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.
4. State and County entered into an agreement on December 12, 1967 and a subsequent agreement dated March 30, 1976 concerning design and installation of traffic signal equipment at the

A1191021

Contract No. 10871  
MULTNOMAH COUNTY

intersection of N.E. 181st Ave. and N.E. Sandy Blvd. It has now been determined by State and County that the aforementioned agreements shall be superseded by this agreement in order to reflect an upgrade to the traffic signal system, modifications to the existing intersection, and changes in the previous maintenance and power responsibilities. This agreement will cover State's, County's, and City's responsibilities for that portion of the project to be constructed at the intersection of N.E. Sandy Blvd. and N.E. 181st Ave. only.

5. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control signals to be used, and to place or erect them upon State highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control signals shall be erected or maintained upon any State highway by any authority other than State, except with its written approval. Traffic signal work on the project shall conform to the current State standards and specifications.

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

#### STATE OBLIGATIONS

1. State shall prepare the contract and bidding documents, advertise for construction bid proposals, and award all contracts.

2. State shall, upon notification by City, relocate or reconstruct, or 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 utilities or facilities are located within the right-of-way of any presently existing State Highway where such relocation or reconstruction is necessary in order to conform the utilities or facilities to the plans for the project. State may request City to arrange for said relocation, acting on behalf of State.

A1191021

Contract No. 10871  
MULTNOMAH COUNTY

3. State shall, upon completion of the project, perform all required signal maintenance, retain complete jurisdiction and control of the timing established for operation of the traffic signal and provide electrical power for said signal. State will bill County annually for its share (25 percent) of all maintenance and power costs associated with the signal.

4. State shall maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops, and shall adequately maintain the pavement markings and signing installed on State Highway right-of-way in accordance with the plans and specifications.

#### CITY OBLIGATIONS

1. City shall conduct the necessary field surveys and traffic investigations, perform all preliminary engineering and design work required to produce plans, specifications, and cost estimates; acquire all necessary right-of-way and/or easements; arrange for relocation or adjustment of any conflicting utility facilities located on City right-of-way or upon private property; obtain all required permits, and upon State's award of the contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.

2. City shall adopt an ordinance authorizing its designated City officials to enter into and execute this agreement.

#### COUNTY OBLIGATIONS

1. County hereby grants State/City the right to enter onto and occupy County right-of-way for the performance of necessary construction, installation and maintenance of the traffic signal equipment, including vehicle detector loops.

2. County shall, upon notification by City, relocate or reconstruct, or cause to be relocated or reconstructed, all privately or County-owned utilities located within the right-of-way of any presently existing county road where such relocation or reconstruction is necessary in order to conform the utilities to the plans for the project. County may request City to arrange for said relocation, acting on behalf of County.

County will not be responsible or obligated to relocate or reconstruct the City of Gresham-owned water vault system which is presently located within county right-of-way on N.E. 181st

Contract No. 10871  
MULTNOMAH COUNTY

Ave. Said relocation will be subject to negotiation between City of Portland and City of Gresham. Evidence of such agreement shall be provided to State and County prior to advertisement for construction bid proposals.

3. County shall maintain the pavement surrounding the vehicle detector loops installed in County road in such a manner as to provide adequate protection for said detector loops, and shall adequately maintain the pavement markings and signing installed on County right-of-way in accordance with the plans and specifications.

4. County shall, upon completion of the project, annually reimburse State for its share (25 percent) of all maintenance and power costs attributed to the operation of the traffic signal equipment.

5. County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

#### GENERAL PROVISIONS

1. County's standard share in the maintenance and power costs associated with traffic control signals at intersections with State highways is usually 50 percent. However, on this project State and County will also be sharing costs with the City of Gresham who has jurisdiction over the section of N.E. Airport Way that connects to this intersection. The City of Gresham's responsibilities will be covered in a separate agreement with the State.

2. Subject to the limitations of the Oregon Constitution and statutes; State, County and City shall each be solely responsible for any loss or injury caused to third parties arising from State's, County's, or City's own negligent acts or omissions under this agreement and State, County and City shall defend, hold harmless and indemnify the other parties to this agreement with respect to any claim, litigation, or liability arising from State's, County's, or City's own negligent acts or omissions under this agreement.

3. The contractor, its subcontractor, 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.

Contract No. 10871  
MULTNOMAH COUNTY

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

The N.E. Airport Way project was approved by the Oregon Transportation Commission on January 18, 1984 as part of the Six-Year Highway Improvement Program (page 120). Continued work on this project was approved on July 17, 1990 as part of the 1991-1996 Six Year Highway Improvement Program (page 103).

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority had been further delegated to the Traffic Engineer pursuant to Subdelegation Order Hwy-4 paragraph 3.

APPROVAL RECOMMENDED

By [Signature]  
Region Engineer

Date 12/2/91

STATE OF OREGON, by and through its Department of Transportation, Highway Division

By \_\_\_\_\_  
Traffic Engineer

Date \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

By \_\_\_\_\_  
Asst. Attorney General

Date \_\_\_\_\_

MULTNOMAH COUNTY, by and through its County Officials

By [Signature]  
Chair

APPROVED AS TO FORM

By [Signature]  
County Counsel

By [Signature]  
Commissioner

Date 2-13-92

MULTNOMAH COUNTY ADDRESS:

Multnomah County  
1620 S.E. 190th  
Portland, Oregon 97233

CITY OF PORTLAND, by through its Elected Officials

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Auditor

Date \_\_\_\_\_

**RATIFIED**

A1191021  
Multnomah County Board  
of Commissioners

C-2 2-13-92

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY DIVISION

PLANS FOR PROPOSED PROJECT

GRADING AND PAVING, STORM SEWER, SIGNING, ILLUMINATION, SIGNALS

N.E. 138TH AVE. - N.E. 181ST AVE. (PORTLAND) SEC.

N.E. AIRPORT WAY - PHASE 5

MULTNOMAH COUNTY

NOVEMBER 1991

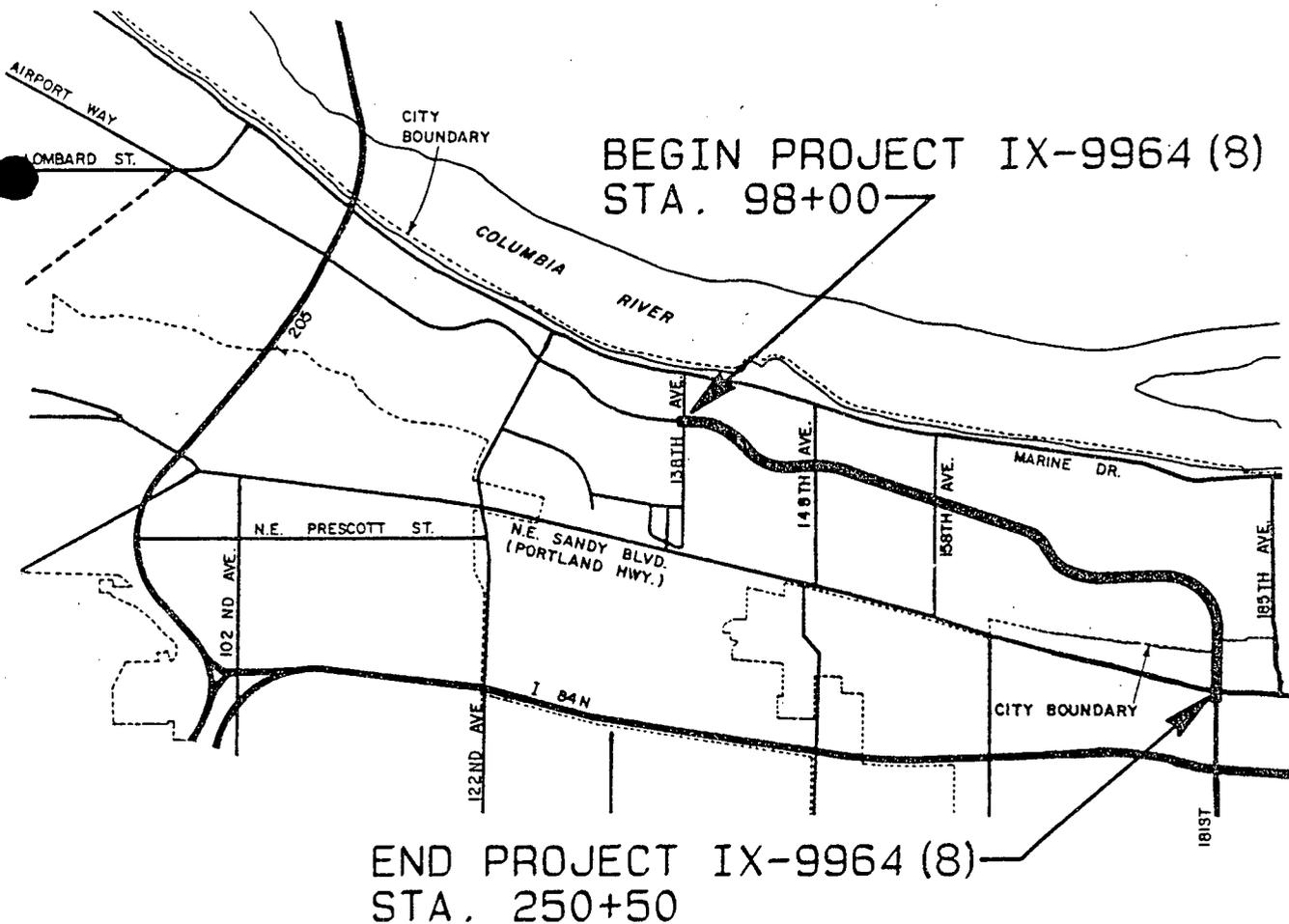


Exhibit 'A'

Meeting Date: February 13, 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

**9:30  
TIME CERTAIN**

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: FRIENDS OF FOREST PARK - PRESENTATION OF BOOKS TO BCC

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ REGULAR MEETING 2-13-92  
(date) (date)

DEPARTMENT Non-Dept. DIVISION BCC (Anderson)

CONTACT Jean Bucciarelli TELEPHONE 6216

PERSON(S) MAKING PRESENTATION John Sherman

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

BOARD OF  
COUNTY COMMISSIONERS  
CLATSOP COUNTY  
OREGON  
FEB -3 PM 12:47

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Pauline Anderson

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

Meeting Date: February 13, 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: RESOLUTION IN THE MATTER OF ACCEPTING "ARTS PLAN: ANIMATING OUR COMMUNITY"

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ (date) \_\_\_\_\_ REGULAR MEETING Feb. 13, 1992 (date)

DEPARTMENT Non-Dept. DIVISION BCC (Anderson)

CONTACT Bill Farver TELEPHONE 248-3740

PERSON(S) MAKING PRESENTATION Bill Bullick

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Resolution attached.

MULTNOMAH COUNTY  
OREGON  
1992 FEB - 6 AM 11:43  
CLERK OF COUNTY COMMISSIONERS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Paulie Anderson

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

*Sent copy of Resolution 92-26 to Bill Farver 2-13-92*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY

In the Matter of Accepting Arts ) RESOLUTION 92-26  
Plan: Animating Our Community )

WHEREAS, the citizens of Multnomah County recognize the value and role of the arts in contributing to a livable community by educating our children, teaching respect and understanding of diverse cultures, providing activities for youth and families, enhancing community image and stimulating economic development; and

WHEREAS, in September, 1990, the Metropolitan Arts Commission initiated a four countywide planning effort, Arts Plan 2000+. Multnomah County Commissioner Pauline Anderson served on the Elected Officials Steering Committee; and

WHEREAS, community leaders and citizens from the metropolitan region gave thousands of hours of time to participate in task forces and focus groups over the last 18 months;

WHEREAS, Arts Plan 2000+ hired a nationally recognized consultant firm, the Wolf Organization, to analyze the infrastructure of the regions' arts community, conduct a public opinion survey and research comparable cities' programs. Their Report to the Community was delivered in July, 1991.

WHEREAS, Arts Plan 2000+, with further public comment and review of the Wolf Report, produced Arts Plan: Animating Our Community, An Action Plan for the Portland, Oregon, Metropolitan Region, February, 1992, establishing a plan to accomplish the regional goals and priorities; and

THEREFORE BE IT RESOLVED:

1). the Board accepts the Arts Plan and will work towards its fulfillment; and

2). the Board will work with other governments to identify and approve a dedicated funding source for regional cultural facilities and programs; and

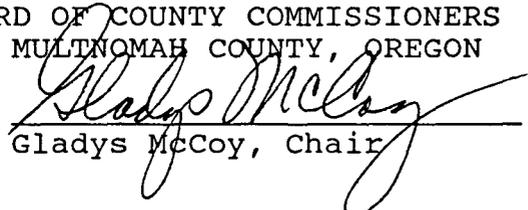
3). the Board thanks the Steering Committee of Arts Plan 2000+ and the thousands of citizens who participated.

ADOPTED THIS 13th DAY OF FEBRUARY, 1992

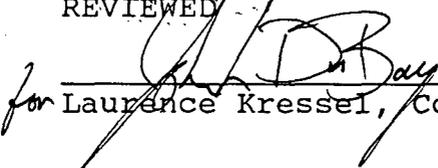
(SEAL)

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

BY

  
Gladys McCoy, Chair

REVIEWED

  
for Laurence Kressel, County Counsel

2569

Meeting Date: FEB 13 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Ratification of a Revenue IGA with the City of Portland

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Social Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Ardys Craghead/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of a Revenue Intergovernmental Agreement between the City of Portland and the Multnomah County Social Services Division's Youth Program Office effective January 20 through June 30, 1992. The City of Portland will provide \$22,126 in funding to assist in extending the hours of the Outside-In drop in center by an additional 26 hours per week.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Ardys Craghead

(All accompanying documents must have required signatures)

*Sent Original to Kathy Tinkle 2-13-92*

MULTNOMAH COUNTY  
OREGON  
1992 FEB -4 PM 3:47  
COUNTY CLERK'S OFFICE



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

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

TO: Gladys McCoy  
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys*  
Department of Human Services

FROM: Gary Smith, *GS* Director  
Social Services Division

DATE: January 30, 1992

SUBJECT: Approval of an Intergovernmental Agreement with the  
City of Portland

RETROACTIVE STATUS: This agreement is retroactive to January 20, 1992. The City of Portland notified the Social Services Division's Youth Program Office in mid January of funding to be awarded to Outside-In via Multnomah County. The City advised that due to the urgency of the situation and the need for the services to begin immediately the contract was already being processed from their office and would be sent to the County when ready. The contract was received by the Social Services Division on January 28, 1992 and was immediately started through the County process.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of the attached revenue agreement between the Youth Program Office and the City of Portland effective January 20 through June 30, 1992.

ANALYSIS/BACKGROUND: The City of Portland has allocated \$22,126 in funds to provide expanded shelter hours for homeless youth. The additional funding will allow the County to amend the current agreement with Outside-In to extend their operating hours by an additional 26 hours per week. Due to the urgency of the situation the expanded services have already begun as of January 27, 1992.

Based upon expenditure statements submitted by Outside-In, the County will charge program operating costs to the City up to the maximum of \$22,126. The amendment with Outside-In will follow shortly.

The City of Portland is a government agency and therefore exempt from the RFQ/RFP process and a bud mod will follow.

AN EQUAL OPPORTUNITY EMPLOYER

(YPOAGRM.DOC.17)



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 104332

Amendment # —

MULTNOMAH COUNTY OREGON

<p align="center"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p align="center"><b>REVENUE</b>  <b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b>        R-3 February 13, 1992</p>
--	--	--

Contact Person Kathy Tinkle Phone 248-3691 Date January 29, 1992

Department Social Services Division Social Services Bldg/Room 160/6

Description of Contract An agreement wherein the City of Portland will provide \$22,126 in funding to assist in the expansion of hours for Outside-In by 26 hours per week effective January 20, 1992 through June 30, 1992.

RFP/BID # N/A Revenue IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name CITY OF PORTLAND - BUREAU OF COMMUNITY DEVELOPMENT

Mailing Address 808 SW 3rd, Room 600 ATTN: Barbara Madigan  
Portland, OR. 97204

Phone 796-5166

Employer ID # or SS # N/A

Effective Date January 20, 1992

Termination Date June 30, 1992

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 22,126

**Payment Term**

 Lump Sum \$ \_\_\_\_\_  
 Monthly \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature] Date 1-30-92

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

County Counsel [Signature] Date 2-3-92

County Chair/Sheriff [Signature] Date 2/13/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1505						Revenue-2773	22,126		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT NO.

An agreement between the City of Portland (City) and Multnomah County (County) to provide expanded hours for homeless youth drop-in center at Outside In.

RECITALS:

1. There is a need to provide day shelter and related services to homeless youth in the Portland area.
2. Multnomah County has been designated to provide these youth services in the Portland area.
3. The County has contracted with Outside In as the agency to provide the day drop in center.
4. The City desires to provide additional funding to Outside Inn to expand the drop in hours by 26 additional hours per week so that Outside Inn is open 9:00 am - 6:00 pm, Monday-Friday.
5. The City Council has approved \$22,126 in General Fund for the expanded youth drop in center hours.
6. The City now desires to enter into a formal agreement with the County in the amount of \$22,126 so that the County can proceed with this expanded service level without delay.

AGREED:

I. Scope of Services

The County will provide the services described below relative to the youth drop-in center.

- A. The County will enter into an agreement with Outside In for expanded hours for the youth drop in center.
- B. The County will be responsible for implementing the contract and for coordinating contract management.
- C. The drop-in center will operate five days a week, Monday through Friday, from 9:00 a.m. to 6:00 p.m. These hours will begin January 27, 1992.
  1. Provide a safe, sanitary place for homeless youth during the weekdays.
  2. Provide short-term counseling and case management per agreement with the County.
- D. The County will monitor the program to ensure that the program is being provided in a timely and satisfactory manner within the contract terms negotiated between the County and Outside In.
- E. Based upon expenditure statements submitted by Outside In, the County will charge program operating costs to the City not to exceed a total of \$22,126 based upon a projected budget attached hereto as Attachment A.

- F. The County will not charge the City an administrative or overhead cost for administering this program.
- G. The County will provide quarterly reports on the status to the Bureau of Community Development including at a minimum number of clients served and racial data.
- H. The City, through the Bureau of Community Development, will provide technical assistance through monitoring and/or upon request of the County.
- I. Any publicity on the program will mention the City's participation through the Bureau of Community Development.

## II. Compensation and Method of Payment

The County will be compensated by the City for operating costs of the expanded hours for the Outside In expanded youth drop in center through the General Fund. Payments to the County for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment from Outside In. Detailed information on how the funding is expended is to be submitted by the County with the request for payment.

The City's funds can be used for staffing costs, supplies, client services and any other costs directly related to providing the program incurred by Outside Inn as indicated on the attached budget. Total compensation under this agreement shall not exceed TWENTY TWO THOUSAND, ONE HUNDRED TWENTY SIX (\$22,126).

## III. Project Manager

- A. The City Project Manager shall be Barbara Madigan or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, and to carry out any other city actions referred to herein.

## IV. Reporting Requirements

In addition to the quarterly report, the County will prepare a final year end report summarizing the information on the quarterly reports, total number of youth served and ethnic/racial data, a narrative on the program and the results of the program and a few narratives on individual clients served.

## V. Maintenance of Records

The Contractor is to maintain fiscal and billings related records as required under General Contract Provisions. In addition, the contractor also is to maintain all records relating to the shelter program including logs and client information on the same schedule as the fiscal reports. All records regarding the program, as well as general organizational and administrative information, will be made available to the City Project Manager or other designated persons upon request. At a minimum, records will be reviewed as part of the annual monitoring

process.

VI. Schedule and Performance Measures

Quarterly reports are due 45 days after the close of the quarter. The final report is due August 15, 1992.

Performance measures will be developed cooperatively between the City, County and Outside In.

VII. General Contract Provisions

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

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

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

The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

C. REMEDIES. In the event of termination under Section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess.

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

In the event of breach of this contract by the City, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

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

- D. **CHANGES.** The City may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Contract. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Community Development.
- E. **NON-DISCRIMINATION.** In carrying out activities under this contact, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The Contractor shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under this contract, except contracts governed by Section 104 of Executive Order 11246.
- F. **ACCESS TO RECORDS.** The City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payment and all other pending matters are closed.
- G. **MAINTENANCE OF RECORDS.** The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the Contractor

at any time during the 3 year period established by Section G above.

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

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

subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

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

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

- N. REPORTING REQUIREMENTS. The Contractor shall report on its activities in a format and by such times as prescribed by the City.

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

No City officer or employees who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

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

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

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

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- R. BUSINESS LICENSE. Contractor shall obtain a City of Portland business license as required by PCC 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license number in the space provided at the end of this Agreement.

- S. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the

Contractor's project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

III. Period of Agreement

The terms of this Agreement shall be effective as of January 20, 1992 and shall remain in effect during any period the Contractor has control over City funds, including program income. The Agreement shall terminate as of June 30, 1992.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF PORTLAND

\_\_\_\_\_  
Commissioner Gretchen Kafoury

\_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

William W. Monroe II  
Jeffrey L. Rogers, City Attorney  
Deputy

CITY OF PORTLAND-Homeless Youth Drop-in Center at Outside In

MULTNOMAH COUNTY, OREGON:

By Michael Morrissey  
Michael Morrissey, Manager  
Youth Program Office

1-30-92  
Date

By Gary Smith  
Gary Smith, Director  
Social Services Division

1/30/92  
Date

By Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

2/13/92  
Date

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By Laurence Kessel

2-3-92  
Date

**RATIFIED**

Multnomah County Board  
of Commissioners

R-3 2-13-92

OUTSIDE IN BUDGET  
Annual - 1992

Personnel

Youth Workers (2 FTE)	\$14,145
Supervision	<u>663</u>
Subtotal	14,808
Tax & Fringe @ 20%	<u>2,962</u>
<b>Total Personnel</b>	<b>\$17,770</b>

Materials & Services

Cleaning Service	1,035
Utilities	130
Supplies	220
Conferences/Training	<u>90</u>
<b>Total Materials &amp; Services</b>	<b>\$ 1,475</b>

Total Direct Costs \$19,245

Admin @ 15% 2,881

**Total Project Costs** **\$22,126**

ORDINANCE NO. **164997**  
**As Amended**

\*Contract with Multnomah County for \$22,126 for expanded day shelter hours for homeless youth and provide for payment. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. There is a need to provide day shelter and related services to homeless youth in the Portland area.
2. Multnomah County has been designated to provide these youth services in the Portland area.
3. The County has contracted with Outside In as the agency to provide the day drop-in center.
4. The City desires to provide additional funding to Outside In to expand the drop-in hours by 26 additional hours per week so that Outside Inn is open 9:00 a.m. - 6:00 p.m., Monday - Friday.
5. The FY 91-92 approved budget needs to be amended by appropriating \$22,126 from the General Fund contingency.
6. An agreement should be entered into with Multnomah County in the amount of \$22,126 to enable the County to contract with Outside In to provide the expanded drop-in hours.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities is hereby authorized to execute an agreement with Multnomah County for expanded hours for the youth drop-in center in a form substantially in accordance with the agreement attached as Exhibit 'A'.
- b. The FY 91-92 approved budget is amended as follows:

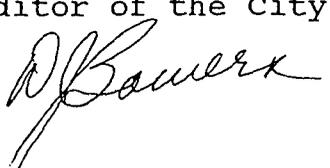
	<u>From</u>	<u>To</u>
General Fund Contingency 29710001/571000	\$22,126	
Bureau of Community Development 54019008/529000		\$22,126

- c. The Commissioner of Public Utilities and Auditor are hereby authorized to pay for said contract from the General Fund.

Section 2. So that Outside In can provide additional drop-in hours immediately, the Council declares an emergency exists and that this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **JAN 22 1992**

Commissioner Gretchen Kafoury  
Barbara Madigan  
January 17, 1992

**BARBARA CLARK**  
Auditor of the City of Portland  
By  Deputy

BUDGET MODIFICATION NO. NOND 26

(For Clerk's Use) Meeting Date FEB 13 1992  
 Agenda No. R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT MANAGEMENT SUPPORT (Date)  
 CONTACT DAVID BOYER DIVISION FINANCE  
 \* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD TELEPHONE 248-3903  
DAVID BOYER

SUGGESTED  
AGENDA TITL (to assist in preparing a description for the printed agenda)

CREATE FISCAL SPECIALIST II POSITION IN FINANCE  
3 TO 5 MINUTES  
 (Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet  
THIS ADDS A POSITION TO FINANCE AS RECOMMENDED BY AUDITORS  
REPORT REGARDING BUSINESS INCOME TAX COLLECTIONS.  
FUNDS FOR FISCAL YEAR 1991-92 ARE AVAILABLE DUE TO SEVERAL LEAVES  
OF ABSENCES IN THE FINANCE DIVISION

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

NONE

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
 Date  
 After this modification \$ \_\_\_\_\_

Originated By <u>DAVID BOYER</u>	Date <u>01/23/92</u>	Department Director <u>David A. Boyer</u>	Date <u>1/23/92</u>
Plan/Budget Analyst <u>David C. Sharron</u>	Date <u>1/30/92</u>	Employee Services <u>Donald Heimbrey</u>	Date <u>1/23/92</u>
Board Approval <u>Carrie A. Hakala</u>	Date <u>2-13-92</u>		

*Sent Original Bud Mod to Dave [unclear]  
 2-17-92.*

BOARD OF  
 COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1992 FEB -4 PM 3:47

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. \_\_\_\_\_

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
1	FISCAL SPECIALIST 11	33,595	11,760		0 0 0 45,355 0 0 0 0 0 0 0
1	TOTAL CHANGE (ANNUALIZED)	33,595	11,760	0	45,355

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
PERMANENT	LEAVES OF ABSENCES ADD POSITION	(13,998) 13,998	(4,759) 4,759		0 (18,757) 18,757 0 0 0 0 0 0 0 0
TOTAL CURRENT FISCAL YEAR CHANGES		0	0	0	0

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

- a. Perform audits and audit documentation.
- b. Assist in developing and writing
- c. Interpret applicable laws, regulations, ordinances and County Policies regarding Business income taxes and excise taxes
- d. See attached for additional duties.
- e. May exercise functional supervision.

Use the reverse side or attached additional sheets, if needed.

2. State the proposed classification title:

Fiscal Specialist II

3. Is this a new position?  Yes  No

4. If this is an existing position, state the name of the incumbent:

5. Proposed effective date of change: Feb 1, 1992

Hiring Manager: Patty Shaw

Date: 1/23/92 Department/Division: Paul A. Boyer

\*\*\*\*\*

EMPLOYEE SERVICES DIVISION USE ONLY:

- Action:  Approved as submitted.
- Approved for classification title.
- Denied (for Reclassification Requests only).

Analyst Name: Dana DeWinkley

Date: 1/23/92

**FISCAL SPECIALIST 2**  
(Nonexempt/Classified)

**DEFINITION**

To perform a variety of professional accounting, auditing or fiscal management work involved in the review, development and implementation of accounting and fiscal management systems.

**DISTINGUISHING CHARACTERISTICS**

This is the full journey level class within the Fiscal Specialist series. Employees within this class are distinguished from the Fiscal Specialist 1 by the performance of the full range of duties as assigned including development and operation of fiscal programs, maintaining cost accounting systems, drafting financial contracts and conducting audits. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Sr. Fiscal Specialist in that the latter performs more complex accounting functions and exercises direct supervision over a small group typically consisting of one to four (1-4) clerical and/or technical workers.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from assigned management and supervisory staff.

May exercise functional and technical supervision over a small clerical or fiscal assistant staff.

**EXAMPLES OF DUTIES** - Duties may include, but are not limited to, the following:

Assist in the development and installation of new automated and manual accounting systems or modifications to existing systems; identify requirements and determines that generally accepted accounting principles are adhered to.

Prepare accounting transactions; maintain and reconcile journals, ledgers, books of original entry, and subsidiary records.

Design and prepare financial statements, reports, and audit schedules for audit and managerial use, using a variety of tools including personal computer and mainframe software systems; analyze, collect and assemble data; prepare recommendations and solutions.

Analyze accounting processes and procedures and make recommendations for more efficient and accurate work procedures; develop and implement internal auditing system; assist in development of policies and procedures; assist in training staff.

Analyze and review financial reports and accounting transactions to assure that accounting data are properly reflected and that correct accounts are adjusted.

Perform limited audits of contractors to assure accountability for Federal, State and local government funds.

### EXAMPLES OF DUTIES (Continued)

Maintain client income and expense accounts; prepare financial reports and income tax schedules; calculate and distribute interest payments.

May serve as a fiscal officer for an operating unit with a cost accounting system; assists in developing and maintaining budget for operating unit; assist manager with budget preparation and provide information concerning fiscal matters.

Interpret applicable laws, regulations, ordinances and County policies regarding employee compensation.

Close, process and service loans; provide information regarding program; review loan requests to determine eligibility, feasibility and security of the project.

Prepare and conduct personal property tax audits; perform audit and review of commercial, industrial and distribution/retail business; verify fixed assets subject to taxation against taxpayer's records; review and examine personal property tax returns to identify irregularities; participate in appeal hearings.

May exercise functional and technical supervision over a small staff typically consisting of one to two (1-2) fiscal assistants.

Perform related duties as assigned.

### QUALIFICATIONS

#### Knowledge of:

Principles, practices, and procedures of accounting, fiscal management and County systems.

Generally accepted accounting principles.

Methods and techniques of public fiscal administration.

Modern office procedures and methods.

Operational characteristics and applications of data processing equipment.

Principles and procedures of financial record keeping and reporting.

Mathematical principles including percent and interest calculations.

Pertinent federal, state and local laws, codes and regulations.

#### Ability to:

Perform professional accounting and fiscal management work.

Interpret and apply applicable Federal, state and local laws, rules, regulations and policies.

QUALIFICATIONS (Continued)

Ability to: (Continued)

Establish and maintain cooperative working relationships with those contacted in the course of work.

Meet the public and represent the County in a professional manner.

Utilize automated accounting and financial reporting systems and software.  
Communicate clearly and concisely, both orally and in writing.

Apply financial management principles to a specific system or to the development of new or modified systems.

Compile and analyze data from various sources and prepare accurate statements and reports.

Operate electronic calculating machines at a speed and accuracy level necessary for successful job performance.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two years of professional accounting or fiscal management experience.

AND

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in accounting or a related field.

7138OP



# MULTNOMAH COUNTY OREGON

FEB 13 1992  
R-5+R-6

DEPARTMENT OF ENVIRONMENTAL SERVICES  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
(503) 248-5000

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

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

**TO:** Board of County Commissioners

**FROM:** Paul Yarborough, Director  
Dept. of Environmental Services 

**SUBJECT:** Reductions in Animal Control Program

**DATE:** January 31, 1992

As you will recall, the 1991/92 General Fund budget reduction identified for DES earlier this fiscal year included a \$300,000 cut in Animal Control services. It was recommended that the County negotiate with the cities in Multnomah County to participate in the cost of this service; and, if unsuccessful, to reduce the program to a self-supporting service level effective April 1, 1992.

A detailed report was prepared by staff and presented to the Joint Government Committee on December 5, 1991. At that meeting, and in subsequent public statements, several City of Portland officials indicated that they had no intention to contribute financially to Animal Control services.

Therefore, the department is submitting to the Board on February 13 the budget modification and related work plan necessary to implement the April 1 service reduction previously identified (Bud Mod DES 19A). In addition, the department will be submitting an alternative budget modification (DES 19B) which proposes the continuation of some of the more vital public health and safety services currently provided by the Animal Control program. This alternative represents a reduction of \$138,000 in FY 91/92.

Given the improved financial situation of the County, however, it is my personal recommendation that the Board not adopt either of these alternatives and, instead, continue to fund the Animal Control program at its current level. These services are essential to the quality of life in the Portland metropolitan area and should be continued uninterrupted until such time as the affected political jurisdictions can agree on their respective roles in the provision and funding of animal control services.

*Continued 1 wk to 2-20-92*

COPY FOR DOK



CITY OF  
**PORTLAND, OREGON**  
 OFFICE OF THE MAYOR

Office of  
 J.E. Bud Clark, Mayor  
 1220 S.W. 5th  
 Portland, Oregon 97204  
 (503) 823-4120

R-5 + R-6  
 2-13-92

February 11, 1992

The Honorable Gladys McCoy  
 Chair, Multnomah County Board of Commissioners  
 106/1410  
 Portland, OR 97204

Dear Gladys:

We have reviewed your recent staff report on animal control services and agree with the personal recommendations of Paul Yarborough that the County should continue the program at its current service level.

Since our joint meetings with your Commission and representatives from Gresham, Troutdale and Wood Village, I have discussed the issue of animal control with each of our Council members. It is clear that there is no agreement on the Council that we should pick up all or part of the animal control services at this point. We have already assumed funding for the Chiers program and an additional share for some of the other programs, such as Human Relations and Arts, which we previously funded equally with Multmomah County. Without some programmatic shifts between the City and the County which would lead to savings on our side of the ledger, I cannot see us assuming a greater share of a responsibility that has been the County's over the last several years.

The taxpayers of Multnomah County, including those inside the City, have paid for animal control and deserve the service. We hope that you will find the resources to continue this necessary county function.

Sincerely,

  
 J.E. Bud Clark  
 Mayor

JEBc:dt:8

cc: City Council members  
 Board of County Commissioners  
 Steve Bauer, Director, Office of Finance & Adm.

CITY  
OF

# FAIRVIEW

300 HARRISON ST., P.O. BOX 337  
FAIRVIEW, OREGON 97024  
(503)665-7929 FAX 666-0888

R-5426

2-13-92

## MEMORANDUM

**TO:** PAUL YARBOROUGH, DIRECTOR  
DEPARTMENT OF ENVIRONMENTAL  
SERVICES

**FROM:** MARILYN HOLSTROM, CITY OF FAIRVIEW  
PAM CHRISTIAN, CITY OF TROUTDALE  
MIKE CASEY, CITY OF GRESHAM

**DATE:** FEBRUARY 10, 1992

**SUBJECT:** REDUCTIONS IN ANIMAL CONTROL  
PROGRAM

We are in receipt of your February 5, 1992 memorandum regarding reductions in the animal control program. Unfortunately, we are unable to rearrange our schedules in order to participate in the informal session on Tuesday, February 11th.

The three cities recommend that you continue to fund the Animal Control Program at a level necessary to retain the functions now performed by the division until June 30, 1992. This would allow the cities an opportunity to meet and confer with county officials regarding future animal control services. It is our intention to assist in the development of a program that will benefit the community and at the same time meet the budget constraints of the jurisdictions.



R-58 R-6  
2-13-92

# Distribution of Referral Calls

MULTNOMAH COUNTY ANIMAL CONTROL

**OPTION A: 700-900 CALLS PER DAY**

	<u>700 - 900 Phone Calls per Day</u>
Portland	568 - 730
Troutdale	18 - 23
Gresham	66 - 85
Fairview	2
Wood Village	1
Unincorp	46 - 59

07-Feb-92

**Distribution of FY 91-92 Short Fall**  
**MULTNOMAH COUNTY ANIMAL CONTROL**

**Share of \$300,000**

Portland	\$235,320	78.44%
Troutdale	\$8,490	2.83%
Gresham	\$30,879	10.29%
Fairview	\$1,176	0.39%
Wood Village	\$673	0.22%
Unincorp	<u>\$23,462</u>	<u>7.82%</u>
<b>TOTAL COUNTY</b>	<b>\$300,000</b>	<b>100.00%</b>

07-Feb-92

**Distribution of FY 92-93 Short Fall**  
**MULTNOMAH COUNTY ANIMAL CONTROL**

Share of \$1,096,765

Portland	\$860,303	78.44%
Troutdale	\$31,038	2.83%
Gresham	\$112,889	10.29%
Fairview	\$4,300	0.39%
Wood Village	\$2,461	0.22%
Unincorp	<u>\$85,774</u>	<u>7.82%</u>
<b>TOTAL COUNTY</b>	<b>\$1,096,765</b>	<b>100.00%</b>

**BUDGET MODIFICATION NO. DES 19A**

(For Clerk's Use) Meeting Date **FEB 13 1992**  
 Agenda No. **R-5**

**1 REQUEST FOR PLACEMENT ON THE AGENDA FOR**

**DEPARTMENT: ENVIRONMENTAL SERVICES**  
**CONTACT: Mike Oswald**

**DIVISION: ANIMAL CONTROL**  
**TELEPHONE: 248-4056**

**NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Mike Oswald**

**SUGGESTED**

**AGENDA TITLE: (to assist in preparing a description for the printed agenda)**

**Reduction of Animal Control to a 100% Fee Supported program, effective April 1, 1992.**

**2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)**

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification reduces the FY 91-92 Animal control budget by \$324,550 and eliminates 30 positions. This represents an annualized reduction of approximately \$1.1 million. The reduced budget will support only state mandated services countywide. These services are the quarantining of dogs and cats that have bitten people, operation of the animal shelter, and pet licensing. Discontinued services include 24 hour emergency services (injured and dangerous animals), animal nuisance enforcement, leash law enforcement, public education; and dead animal pickup and disposal. In FY 92-93, the program will be 100% fee supported. (See attached service level information.)

**Animal Control revenues are reduced by \$22,500 as a result of reduced operation for 3 months. The loss of revenues is approximately \$100,000 annually.**

**3. REVENUE IMPACT (Explain revenues being changed and reason for the change.)**

Revenues from licenses and fees are reduced by \$22,500.

**4. CONTINGENCY STATUS (to be completed by Finance/Budget)**

\_\_\_\_\_ Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
 After this modification \$ \_\_\_\_\_

Originated by <i>Mike Oswald/bkw</i>	Date <i>2/3/92</i>	Department Manager <i>[Signature]</i>	Date <i>2-3-92</i>
Budget Analyst <i>David C. Warren</i>	Date <i>2/3/92</i>	Personnel Analyst <i>[Signature]</i>	Date <i>2-3-92</i>
Board Approval	Date		

*Continued 1 wk to 2-20-92*

5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full year basis even though this action affects only a part of a fiscal year.)

FTE INCREASE (DECREASE)	POSITION TITLE	Annualized			
		BASE PAY	FRINGE	INSURANCE	TOTAL
(1.00)	Animal Care Technician	(22,574)	(6,094)	(6,664)	(35,332)
(2.00)	Animal Health Technican	(48,906)	(13,204)	(7,188)	(69,298)
(6.00)	Animal Control Office Assistant	(115,992)	(31,314)	(32,862)	(180,168)
(9.00)	Animal Control Officer	(243,720)	(65,799)	(64,170)	(373,689)
(2.00)	Field Supervisor	(56,844)	(15,346)	(14,260)	(86,450)
(1.00)	Program Supervisor – Field Support	(33,002)	(8,910)	(7,687)	(49,599)
(2.00)	License Compliance Officer	(42,164)	(11,384)	(7,293)	(60,841)
(1.00)	Community Information Specialist	(27,080)	(7,311)	(3,754)	(38,145)
(1.00)	Operations Supervisor	(26,507)	(7,156)	(7,637)	(41,300)
(4.00)	Animal Control Dispatcher	(81,296)	(21,948)	(27,976)	(131,220)
(1.00)	Animal Control Aide	(19,849)	(5,359)	(5,515)	(30,723)
(30.00)	TOTAL CHANGE (ANNUALIZED)	(717,934)	(193,825)	(185,006)	(1,096,765)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(calculate costs or savings that will take place with this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

FTE INCREASE (DECREASE)	EXPLANATION OF CHANGE	CURRENT FISCAL YEAR			
		BASE PAY	FRINGE	INSURANCE	TOTAL
(0.25)	Animal Care Technician	(5,644)	(1,524)	(1,666)	(8,834)
(0.50)	Animal Health Technican	(12,227)	(3,301)	(1,797)	(17,325)
(1.99)	Animal Control Office Assistant	(37,878)	(10,867)	(10,925)	(59,670)
(2.71)	Animal Control Officer	(73,297)	(19,551)	(19,299)	(112,147)
(0.50)	Field Supervisor	(14,211)	(3,837)	(3,565)	(21,613)
(0.25)	Program Supervisor – Field Support	(8,251)	(2,228)	(1,922)	(12,401)
(0.50)	License Compliance Officer	(10,541)	(2,846)	(1,823)	(15,210)
(0.25)	Community Information Specialist	(6,770)	(1,828)	(939)	(9,537)
(0.25)	Operations Supervisor	(6,627)	(1,789)	(1,909)	(10,325)
(1.19)	Animal Control Dispatcher	(24,191)	(6,767)	(8,069)	(39,027)
(0.25)	Animal Control Aide	(4,962)	(1,340)	(1,379)	(7,681)
(8.64)	Subtotals	(204,599)	(55,878)	(53,293)	(313,770)
	Temporary	5,000	1,350	1,300	7,650
	Premium	4,000	1,080	1,040	6,120
	TOTALS	(195,599)	(53,448)	(50,953)	(300,000)

EXPENDITURE

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

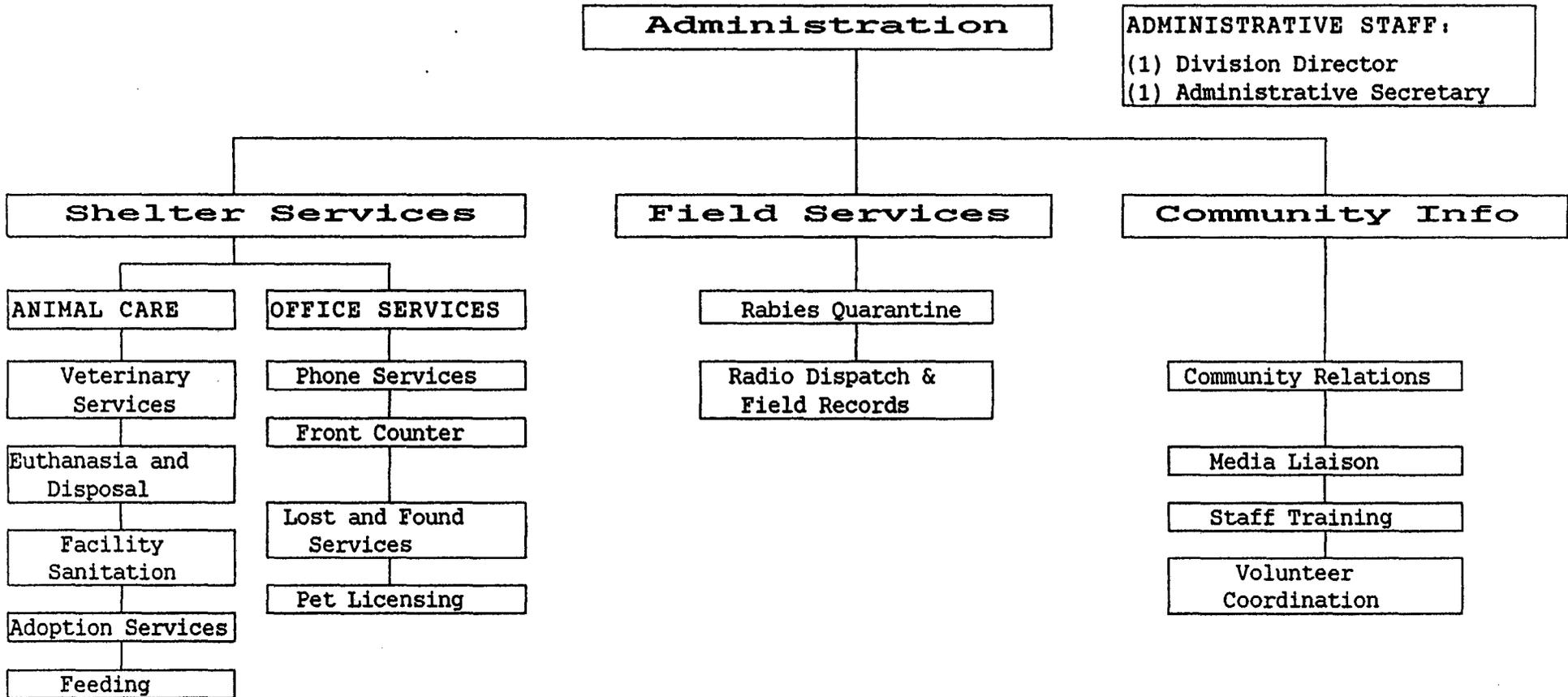
Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Increase (Decrease)	Sub-- Total	Description
		100	030	5800			5100			(204,599)		Permanent
		100	030	5800			5200			5,000		Temporary
		100	030	5800			5400			4,000		Premium
		100	030	5800			5500			(53,448)		Fringe
		100	030	5800			5550			(50,953)		Insurance Benefits
											(300,000)	Personal Service Subtotal
		100	030	5800			6110			(10,550)		Emergency Vet Services
		100	030	5800			7150			6,000		Phone Info Referral
		100	030	5800			7300			(20,000)		Fleet Services
											(24,550)	Material & Services Subtotal
											(324,550)	Animal Control Total
		100	045	9120			7700			302,050	302,050	Gen Fund Contingency
											(22,500)	GF subtotal
		400	040	7531			6520			(50,953)	(50,953)	Insurance
		401	030	5900			6180			(20,000)	(20,000)	Fleet Serv
EXPENDITURE CHANGE											(93,453)	EXPENDITURE CHANGE

REVENUE

TRANSACTION RB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Increase (Decrease)	Sub-- Total	Description
		100	030	5800			3028			(15,000)		Dog Licenses
		100	030	5800			6103			(5,000)		Animal Fees
		100	030	5800						(2,500)		Court Fines
											(22,500)	GF subtotal
		400	040	7531			6602			(50,953)	(50,953)	Svc. Reimb.
		401	030	5900			6602			(20,000)	(20,000)	Svc. Reimb.
REVENUE CHANGE											(93,453)	REVENUE CHANGE

**Multnomah County Animal Control Division  
Organizational Chart - FEE SUPPORTED**



**SHELTER SERVICES STAFF:**  
 (1) Program Supervisor  
 (5) Animal Care Techn  
 (3) Office Assistants

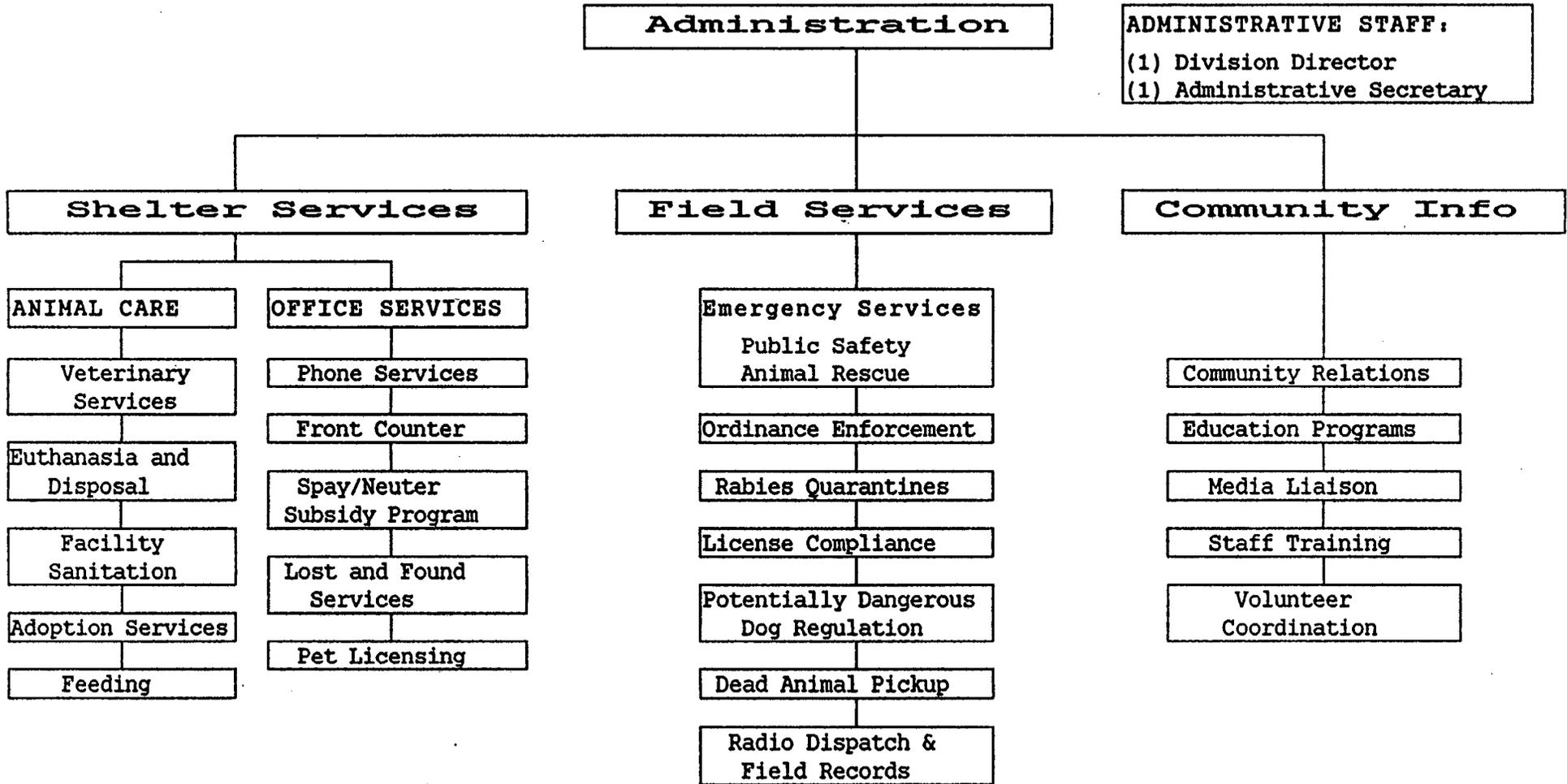
**FIELD SERVICES STAFF:**  
 (2) Animal Control Officers

**COMMUNITY INFO STAFF:**  
 None

**TOTAL DIVISION STAFF: 13**

FOR COMPARISON PURPOSES

Multnomah County Animal Control Division  
Organizational Chart FY91-92



**SHELTER SERVICES STAFF:**

- (1) Program Supervisor
- (1) Office Supervisor
- (1) Animal Care Supervisor
- (2) Animal Health Tech
- (5) Animal Care Techn
- (9) Office Assistants

**FIELD SERVICES STAFF:**

- (1) Program Supervisor
- (2) Field Supervisors
- (11) Animal Control Officers
- (2) License Compliance Officers
- (1) Field Aide
- (4) Dispatchers

**COMMUNITY INFO STAFF:**

- (1) Community Info Spec.

**TOTAL DIVISION STAFF: 43**

**ANIMAL CONTROL DIVISION  
SERVICE REDUCTION SUMMARY: OPTION A  
APRIL 1, 1992**

- Reorganize Animal Control into a 100% fee supported program effective April 1, 1992.
- Reduce the FY 91-92 Animal Control budget by \$324,550 effective April 1, 1992.
- Reduce the Division staffing level from (43) FTEs to (13) FTEs.
- Provide the following state mandated animal services county-wide:
  - 1) Manage the County animal shelter that accepts stray, unwanted and abandoned animals; and, provide humane, sanitary, temporary care and shelter.
  - 2) Quarantine animals that have bitten any person or are suspected of rabies.
  - 3) Administer a county-wide pet license registration system for dogs and cats.
- Discontinue the following non-mandated animal services:
  - 1) 24 hour response to public safety emergencies involving dangerous dogs. (1,200 - FY 90-91)
  - 2) 24 hour emergency animal rescue and care. (2,700)
  - 3) Enforcement of animal nuisance ordinance. (7,700)
  - 4) Pick-up and disposal of dead animals from public property. (3,300)
  - 5) Regulate facilities housing dogs, cats, and exotic animals.
  - 6) Round-up and shelter loose, estray livestock.
  - 7) Regulate the ownership of potentially dangerous dogs.
  - 8) Investigate cases of animal abuse, abandonment, mistreatment or neglect. (1,600)
  - 9) Pick-up stray dogs held at homes, schools, or businesses. (1,500)
  - 10) Provide responsible pet ownership education for schools and community groups.

In FY 90-91, there were a total of 19,000 field responses for the above services.

**ANIMAL CONTROL DIVISION  
SERVICE REDUCTION WORKPLAN: OPTION A  
APRIL 1, 1992**

**GOAL:**

Implement Board policy to reorganize the Animal Control Division into a 100% fee supported program effective April 1, 1992.

**OBJECTIVES:**

- Provide a Budget Modification to the Board the first week of February that will reduce the FY 91-92 adopted Animal Control budget \$324,550.
- Send layoff notices to the thirty affected employees whose positions are eliminated in the Budget Modification - by March 1.
- Notice to terminate all professional service contracts associated with 24 hour emergency services - by March 1. These include: emergency veterinary services; emergency rescue services; and afterhours phone service.
- Notice to terminate the Animal Control services contract with the City of Portland by February 15. The County provides the "poundmaster" services and enforcement of parts of Title 13 of the City Code. County Counsel should review the agreement and make recommendations on appropriate notification.
- Notify Gresham, Troutdale, Fairview and Wood Village of the April 1st reduction in the County's animal control program - by March 1.
- Develop a phone information and referral system to accommodate the 700-900 daily phone calls made to animal control for services that will have been discontinued. The system needs to be in place by April 1, 1992.
- Distribute information to the public, elected officials, the media, neighborhood groups, police/sheriff agencies, the "911" center, the veterinary community, and animal welfare/rights organizations explaining what services have been discontinued; and, provide "self-help" educational information on solving animal problems in the community - by March 1.
- Repeal sections of Multnomah County Code 8.10 pertaining to discontinued services; or, amend MCC 8.10 to assign enforcement responsibility to other appropriate Departments (i.e. dangerous animal enforcement to the Sheriff/police, leash law enforcement to the Sheriff/police, etc).

**BUDGET MODIFICATION NO. DES 19B**

(For Clerk's Use) Meeting Date **FEB 18 1992**  
Agenda No. **R-6**

**1 REQUEST FOR PLACEMENT ON THE AGENDA FOR**

**DEPARTMENT: ENVIRONMENTAL SERVICES**  
**CONTACT: Mike Oswald**

**DIVISION: ANIMAL CONTROL**  
**TELEPHONE: 248-4056**

**NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Mike Oswald**

**SUGGESTED**

**AGENDA TITLE: (to assist in preparing a description for the printed agenda)**

**Reduction of Animal Control to a basic county-wide service level, effective April 1, 1992.**

**2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)**

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification is an alternative to DES 19A and would reduce the FY 91-92 Animal control budget by \$138,931 and 16 positions. This reduction corresponds to almost \$600,000 on an annualized basis. The reduced budget would support state mandated services and basic county-wide services, including 24 hour emergency services, cruelty investigations, a reduced public education program, and spay-neuter services. The following services will be discontinued; leash law enforcement, animal nuisance ordinance enforcement, facility licensing, and livestock services. (See attached service level information.)

Animal Control revenues are reduced by \$11,250 as a result of reduced operation for 3 months. The loss of revenues is approximately \$50,000 annually.

**3. REVENUE IMPACT (Explain revenues being changed and reason for the change.)**

Revenues from licenses and fees are reduced by \$11,250.

**4. CONTINGENCY STATUS (to be completed by Finance/Budget)**

\_\_\_\_\_ Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
After this modification \$ \_\_\_\_\_

Originated by	Date	Department Manager	Date
Mike Oswald / bkw	2/3/92	<i>[Signature]</i>	2-3-92
Budget Analyst	Date	Personnel Analyst	Date
DCW	2/3/92	<i>[Signature]</i>	2-3-92
Board Approval	Date		

*Continued 1 wk to 2-20-92*

## 5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full year basis even though this action affects only a part of a fiscal year.)

FTE INCREASE (DECREASE)	POSITION TITLE	Annualized			
		BASE PAY	FRINGE	INSURANCE	TOTAL
(1.00)	Animal Health Technican	(24,453)	(6,602)	(3,594)	(34,649)
(5.00)	Animal Control Office Assistant	(96,660)	(26,095)	(27,385)	(150,140)
(5.00)	Animal Control Officer	(135,400)	(36,555)	(35,650)	(207,605)
(1.00)	Field Supervisor	(28,422)	(7,673)	(7,053)	(43,148)
(1.00)	License Compliance Officer	(21,082)	(5,692)	(3,648)	(30,422)
(1.00)	Operations Supervisor	(26,507)	(7,156)	(7,637)	(41,300)
(1.00)	Animal Control Dispatcher	(20,324)	(5,487)	(6,994)	(32,805)
(1.00)	Animal Control Aide	(19,849)	(5,359)	(5,515)	(30,723)
(16.00)	TOTAL CHANGE (ANNUALIZED)	(372,697)	(100,619)	(97,476)	(570,792)

## 6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(calculate costs or savings that will take place with this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

FTE INCREASE (DECREASE)	EXPLANATION OF CHANGE	CURRENT FISCAL YEAR			
		BASE PAY	FRINGE	INSURANCE	TOTAL
(0.25)	Animal Health Technican	(6,113)	(1,651)	(899)	(8,663)
(1.25)	Animal Control Office Assistant	(24,165)	(6,524)	(6,846)	(37,535)
(1.25)	Animal Control Officer	(33,850)	(9,139)	(8,913)	(51,902)
(0.25)	Field Supervisor	(7,106)	(1,918)	(1,763)	(10,787)
(0.25)	License Compliance Officer	(5,271)	(1,423)	(912)	(7,606)
(0.25)	Operations Supervisor	(6,627)	(1,789)	(1,909)	(10,325)
(0.25)	Animal Control Dispatcher	(5,081)	(1,372)	(1,749)	(8,202)
(0.25)	Animal Control Aide	(4,962)	(1,340)	(1,379)	(7,681)
					0
					0
					0
(4.00)	Subtotals	(93,175)	(25,156)	(24,370)	(142,701)
	Temporary	5,000	1,350	1,300	7,650
	Premium	4,000	1,080	1,040	6,120
	TOTALS	(84,175)	(22,726)	(22,030)	(128,931)

EXPENDITURE

TRANSACTION BB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

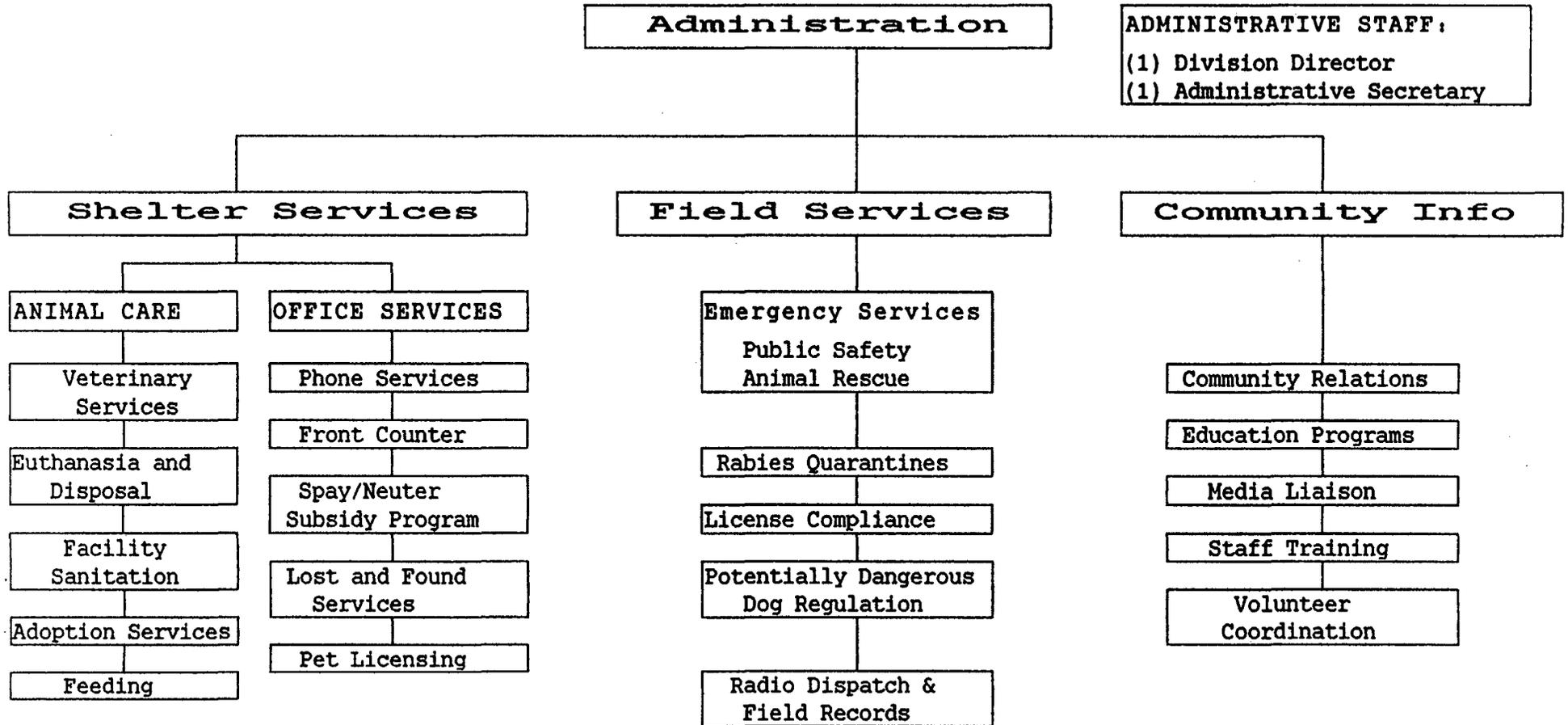
Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Increase (Decrease)	Sub-Total	Description
		100	030	5800			5100			(93,175)		Permanent
							5200			5,000		Temporary
							5400			4,000		Premium
							5500			(22,726)		Fringe
							5550			(22,030)		Insurance Benefits
											(128,931)	Personal Service Subtotal
							7300			(10,000)		Fleet Services
											(10,000)	Material & Services Subtotal
											(138,931)	Animal Control Total
		100	045	9120			7700			127,681	127,681	Gen Fund Contingency
											(11,250)	GF subtotal
		400	040	7531			6520			(22,030)	(22,030)	Insurance
		401	030	5900			6180			(10,000)	(10,000)	Fleet Serv
EXPENDITURE CHANGE											(43,280)	EXPENDITURE CHANGE

REVENUE

TRANSACTION RB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Increase (Decrease)	Sub-Total	Description
		100	030	5800			3028			(7,500)		Dog Licenses
		100	030	5800			6103			(2,500)		Animal Fees
		100	030	5800						(1,250)		Court Fines
											(11,250)	GF subtotal
		400	040	7531			6602			(22,030)	(22,030)	Svc. Reimb.
		401	030	5900			6602			(10,000)	(10,000)	Svc. Reimb.
REVENUE CHANGE											(43,280)	REVENUE CHANGE

**Multnomah County Animal Control Division  
Organizational Chart - BASIC SERVICE**



**SHELTER SERVICES STAFF:**  
 (1) Program Supervisor  
 (1) Animal Health Tech  
 (6) Animal Care Tech  
 (4) Office Assistants

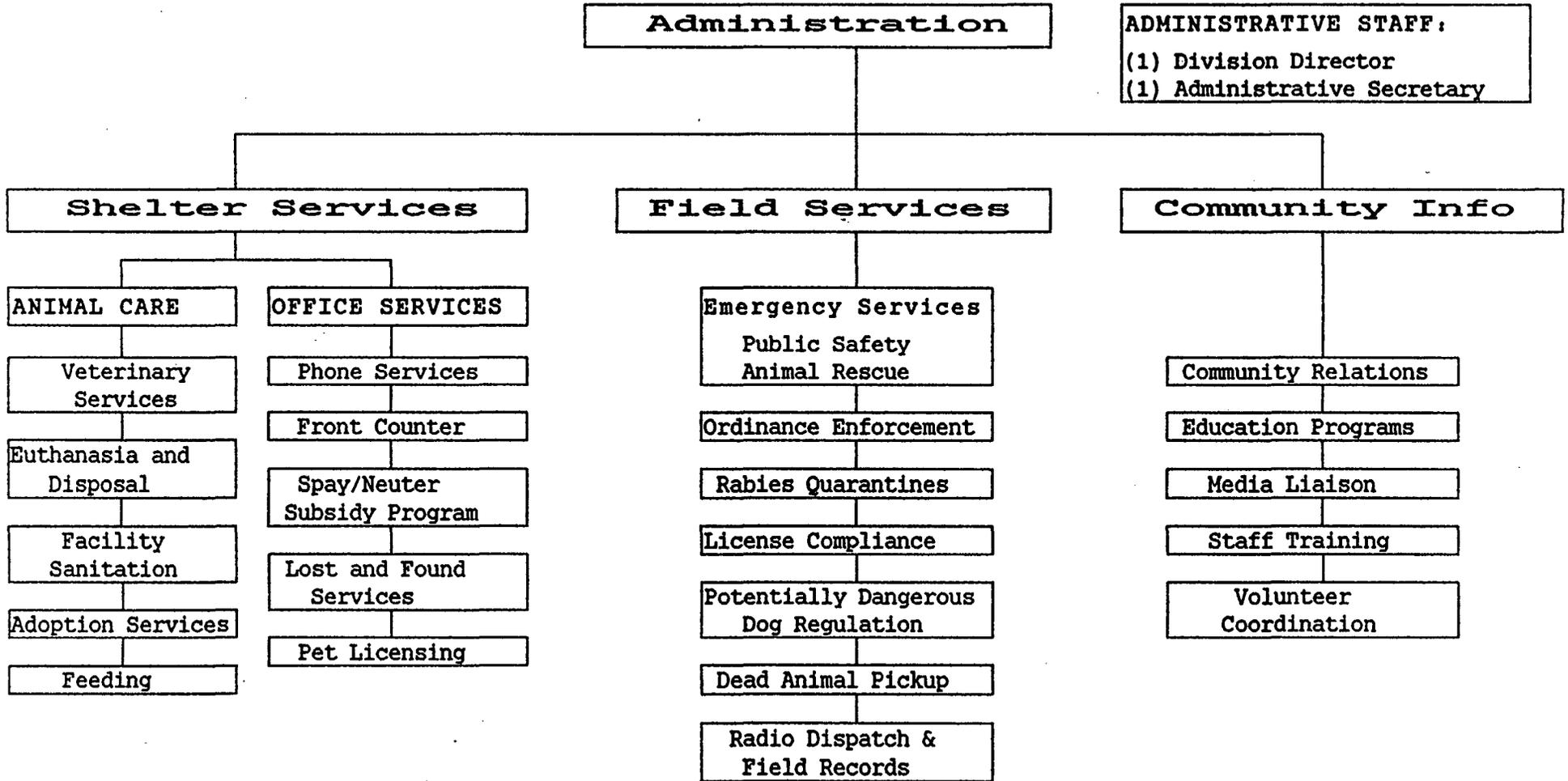
**FIELD SERVICES STAFF:**  
 (1) Program Supervisor  
 (1) Field Supervisor  
 (6) Animal Control Officers  
 (1) License Compliance Officers  
 (3) Dispatchers

**COMMUNITY INFO STAFF:**  
 (1) Community Info Spec.

**TOTAL DIVISION STAFF: 27**

FOR COMPARISON PURPOSES

Multnomah County Animal Control Division  
Organizational Chart FY91-92



**SHELTER SERVICES STAFF:**

- (1) Program Supervisor
- (1) Office Supervisor
- (1) Animal Care Supervisor
- (2) Animal Health Tech
- (5) Animal Care Techn
- (9) Office Assistants

**FIELD SERVICES STAFF:**

- (1) Program Supervisor
- (2) Field Supervisors
- (11) Animal Control Officers
- (2) License Compliance Officers
- (1) Field Aide
- (4) Dispatchers

**COMMUNITY INFO STAFF:**

- (1) Community Info Spec.

**TOTAL DIVISION STAFF: 43**

**ANIMAL CONTROL DIVISION  
SERVICE REDUCTION SUMMARY: OPTION B  
BASIC SERVICE LEVEL**

- Reorganize the Animal Control Division into a program that provides Basic County-wide animal care and regulation services effective April 1, 1992.
- Reduce the FY 91-92 Animal Control budget by \$138,931; effective April 1, 1992.
- Reduce the Division staffing level from (43) FTEs to (27) FTEs.
- Provide the following Basic animal care and regulation services county-wide:
  - 1) Manage the County animal shelter that accepts stray, unwanted and abandoned animals; and, provide humane, sanitary, temporary care and shelter.
  - 2) Quarantine animals that have bitten any person or are suspected of rabies.
  - 3) Administer a county-wide pet license registration system for dogs and cats.
  - 4) 24 hour response to public safety emergencies involving dangerous dogs.
  - 5) 24 hour emergency animal rescue and care.
  - 6) Regulate the ownership of potentially dangerous dogs.
  - 7) Investigate cases of animal abuse, abandonment, mistreatment, or neglect.
  - 8) Pick-up stray dogs held at homes, schools, or businesses.
  - 9) Provide responsible pet ownership education for schools and community groups.
  - 10) Spay/Neuter program - reduced level.
- Discontinue the following animal services:
  - 1) Enforcement of animal nuisance ordinance.
  - 2) Pick-up and disposal of dead animals from public property.
  - 3) Regulate facilities housing dogs, cats, and exotic animals.
  - 4) Round-up and shelter loose, estray livestock.

**ANIMAL CONTROL DIVISION  
SERVICE REDUCTION WORKPLAN: OPTION B  
APRIL 1, 1992**

**GOAL:**

Reorganize the Animal Control division into a program that provides Basic County-wide animal care and regulation services effective April 1, 1992.

**OBJECTIVES:**

- Provide a Budget Modification to the Board the first week of February that will reduce the FY 91-92 adopted Animal Control budget by \$138,931 to \$1,759,946.
- Send layoff notices to the sixteen affected employees whose positions are eliminated in the Budget Modification - by March 1.
- Renegotiate the Animal Control services contract with the City of Portland to reflect the Basic Service Levels to be provided by the County - new agreement by June 30, 1992.
- Notify Gresham, Troutdale, Fairview and Wood Village of the County's reorganization of animal control to a basic animal care and regulation service level - by March 1.
- Develop a phone information and referral system to accommodate the 400-500 daily phone calls made to animal control for services that will have been discontinued. the system needs to be in place by April 1, 1992.
- Distribute information to the public, elected officials, the media, neighborhood groups, police/sheriff agencies, the "911" center, the veterinary community, and animal welfare/rights organizations explaining what services have been discontinued; and, provide "self-help" educational information on solving animal problems in the community - by March 1.
- Repeal sections of Multnomah County Code 8.10 pertaining to discontinued services; or, amend MCC 8.10 to assign enforcement responsibility to other appropriate Departments (i.e nuisance ordinance enforcement to the Sheriff/police/County Counsel).

Meeting Date: February 13, 1992

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Revenue Bond (RB 1-92)

BCC Informal \_\_\_\_\_ BCC Formal February 13, 1992  
(date) (date)

DEPARTMENT DES DIVISION Planning

CONTACT Sharon Cowley TELEPHONE 2610

PERSON(S) MAKING PRESENTATION Planning Staff

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: xx

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

Project Description: (See Attached Exhibit A)

Toyo Tanso USA, Inc. (TTU) is a wholly owned subsidiary of Toyo Tanso Co., Ltd. ("TTJ"), a Japanese corporation established in 1947. TTJ is a world leader of advanced graphic manufacturing. TTU was incorporated in November, 1991 as a Delaware corporation, for the purpose of machining graphite and performing special processing of graphite materials. Examples of applications for the graphite products and materials include semiconductor, medical equipment, electrical discharge machining and mechanical seals. TTJ will be qualified to do business as a foreign corporation in the State of Oregon.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

*Sent Copy of Resolution 92-57 to Sharon Cowley  
2-13-92. Also sent Certified Copy of Resolution  
to Turid Curran on 2-17-92.*

1992 FEB - 7 AM 8:49  
COUNTY CLERK  
DEPARTMENT OF  
COUNTY CLERK

TURID L. OWREN

McEWEN, GISVOLD, RANKIN & STEWART

ATTORNEYS AT LAW  
1600 STANDARD PLAZA  
1100 S.W. SIXTH AVENUE  
PORTLAND, OREGON 97204

TELEPHONE  
(503) 226-7321  
TELECOPIER  
(503) 243-2687

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR THE COUNTY OF MULTNOMAH

In the Matter of Issuance of )  
an Industrial Development ) RESOLUTION 92-27  
Revenue Bond State of Oregon )  
to Toyo Tanso USA, Inc. ) RB 1-92

WHEREAS, The Multnomah County Board of Commissioners finds that the construction of a graphite manufacturing facility by Toyo Tanso USA, Inc. would foster the economic growth and legislative policy as set forth in ORS 285.310; and

WHEREAS, The City of Troutdale has found that the project is in compliance with the Troutdale Comprehensive Plan acknowledged by the Land Conservation and Development Commission pursuant to ORS Chapter 197; and

WHEREAS, The Board finds that the project complies with the provisions of Chapter 11.08 of the Multnomah County Code; and

WHEREAS, ORS 285.330 requires, before the issuance of revenue bonds by the State of Oregon, that the governing body of the County endorse the project; and

WHEREAS, The Board finds that the completion of this facility within the City of Troutdale would be in the best interests of the citizens of Multnomah County.

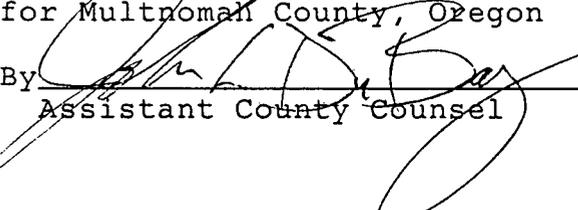
THEREFORE, IT IS HEREBY RESOLVED:

1. That Multnomah County requests the Economic Development Commission and the State of Oregon to assist in the financing of the Toyo Tanso USA, Inc. project within Multnomah County through the issuance of revenue bonds secured by the property as provided by ORS 285.310 to ORS 285.397.
2. That the Chairperson of the Multnomah County Board of Commissioners be authorized to sign and act for the Board in any future action necessary by Multnomah County to promote the project.

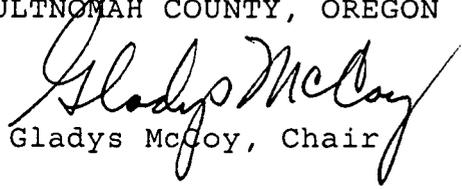
(SEAL)

February 13, 1992

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

By   
Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy, Chair

## TOYO TANSO PROJECT

### Exhibit A

#### PROJECT DESCRIPTION

Toyo Tanso USA, Inc. ("TTU") is a wholly owned subsidiary of Toyo Tanso Co., Ltd. ("TTJ"), a Japanese corporation established in 1947. TTJ is a world leader of advanced graphic manufacturing. TTU was incorporated in November 1991 as a Delaware corporation, for the purpose of machining graphite and performing special processing of graphite materials. Examples of applications for the graphite products and materials include semiconductor, medical equipment, electrical discharge machining and mechanical seals. TTU will be qualified to do business as a foreign corporation in the State of Oregon.

#### ADDRESS

The business address for TTU will be 2575 N.W. Graham Road, Troutdale, Oregon 97060. Until the construction is completed, the mailing address is 5530 N.E. 122nd Avenue, Portland, Oregon 97230.

#### USE OF PROCEEDS

	<u>Total</u>	<u>Bond</u>	<u>Other Source</u>
Equipment	2,183,000	1,183,000	1,000,000
Building	3,735,000	3,735,000	-0-
Land	715,000	715,000	-0-
Other:			
Moving Costs	150,000	150,000	-0-
Bond Issuance Costs	120,000	120,000	-0-
Other	97,000	97,000	-0-
	-----	-----	-----
Total	7,000,000	6,000,000	1,000,000
Bond Issue as % of total project			85.71%

*EXHIBIT A TO MCC 11.08.255. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT*

The applicant agrees that in consideration of the issuance of Oregon Economic Development Revenue Bonds or inclusion in the Oregon Economic Lagging Area Program the applicant will not unlawfully discriminate against any employee or applicant for employment because of sex, age, race, creed, color, national origin, physical or mental handicap, or previous employment status with respect to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The applicant will send to each labor union or representative of workers with whom applicant has a bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the applicant's commitment to the Multnomah County Equal Employment Opportunity Agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The applicant for Oregon Economic Development Revenue Bonds and/or the Oregon Economic Lagging Area Tax Credit Program shall submit Form NC-DES 1 to the Oregon Economic Development Commission and Multnomah County Department of Environmental Services, Division of Planning and Development at the time of filing of application for determination of Oregon Industrial Revenue Bond and/or Economic Lagging Area Project eligibility.

The applicant for Oregon Industrial Revenue Bonds shall submit Form MC-DES 2 to the Oregon Economic Development Commission and Multnomah County Department of Environmental Services, Division of Planning and Development, at the six-month anniversary of final expenditure of Oregon Industrial Revenue Bond sale proceeds.

The applicant for the Oregon Economic Lagging Area Tax Credit Program shall submit Form MC-DES 2 to the Oregon Economic Development Commission and Multnomah County Department of Environmental Services, Division of Planning and Development, at the end of each fiscal year for which Oregon Economic Lagging Area Tax Credits are claimed.

The applicant for Oregon Economic Development Revenue Bond Program and/or the Oregon Economic Lagging Area Tax Credit Program who generates ten or more new positions as a result of the utilization of the above mentioned program(s) will submit Form MC-DES 3 to the Oregon Economic Development Commission and Multnomah County Division of Planning and Development at the time of filing of the first MC-DES 2 form.

Authorized Company Official

*M. Conroy*

Signature of Applicant's Authorized Representative

*Treasurer*

*2-6-92*

Title

Date

APPROVED AS TO FORM:

JOHN B. LEAHY, County Counsel for Multnomah County, Oregon

By /s/ Laurence Kressel  
 Laurence Kressel  
 Deputy County Counsel

**MC-DES 1**  
**CURRENT AND PROJECTED**  
**PERMANENT EMPLOYEE**  
**AND PAYROLL DATA**

Name and Address of Organization  
**TOYO TANSO USA, INC**  
**5530 NE 122nd Ave**  
**Portland, OR 97230**

I. Check Appropriate Box  
 IRB Applicant  
 ELA Applicant  
 Other (IR#)

II. Project Number

III. Project Completion Date

IV. Job Categories	V. Sex		VI. Present Employees					VII. Jobs to be Saved		VIII. New Jobs to be Created							IX. Summary New Employees				X. Employee Totals	
	Sex		A. Total Employees	B. Black	C. Hispanic	D. Asian or Pacific Islander	E. American Indian or Alaskan Native	F. Total Employees	G. Total Minorities	H. Total Employees	I. Black	J. Hispanic	K. Asian or Pacific Islander	L. American Indian or Alaskan Native	M. Total non-Multiculturalities	N. Total Previously Unemployed	O. Total Age 40+	P. Total Minorities	Q. Total Employees	R. Total Minorities		
Officials and Managers	MF	F	1				1	1											1	1		
	MiMi	M	7			2		7	2										7	2		
Professionals	PF	F	2			2		2	2	3									7	2		
	PM	M																				
Technicians	TF	F																				
	TM	M	2					2											2			
Sales Workers	SF	F	2					2											2			
	SM	M	2					2	1										3			
Office and Clerical	OF	F	2					2	4										8			
	OM	M	2					2											2			
Craftsperson (skilled)	CF	F				2																
	CM	M	25					25	2	20									45	2		
Operatives (semi-skilled)	XF	F				4																
	XM	M	12					12	4	9									21	4		
Laborers (unskilled)	LF	F																				
	LM	M	2					2											2			
Service Work and Others	WF	F																				
	WM	M																				
TOTAL	AF	F	6				1	6	1	4									10	1		
	AM	M	54			10		54	10	33									87	10		

XI. Present Annual Total Payroll (OAP) \$ <u>1,811,886</u> (PPM) \$ <u>304,046</u> (PPF) \$ <u>122,261.72</u> <small>Total Minorities Female</small>	XIII. Present Temporary and Part Time Employees (TMT) _____ (TMM) _____ (TMF) _____ (TMS) \$ _____ <small>Total No. of Minorities No. of Females Annual Payroll</small>
XII. Expected Annual Total Payroll When Fully Operational (FOS) \$ _____ (OPM) \$ _____ (OPF) \$ _____ <small>Total Minorities Female</small>	XIV. Expected Temporary and Part Time Employees When Fully Operational (PTT) _____ (PTM) _____ (PTF) _____ (PTS) \$ _____ <small>Total No. of Minorities No. of Females Annual Payroll</small>

MC-DES 2

FINAL PERMANENT EMPLOYEE AND PAYROLL DATA

Name and Address of Organization

I. Check Appropriate Box

- IRB Applicant
- ELA Applicant
- Other (IR#)

II. Project Number

III. Project Completion Date

IV. Job Categories	V. Sex		VI. Present Employees						VII. Jobs to be Saved		VIII. New Jobs to be Created						IX. Summary New Employees				X. Employee Totals	
	Male	Female	A. Total Employees	B. Black	C. Hispanic	D. Asian or Pacific Islander	E. American Indian or Alaskan Native	F. Total Employees	G. Total Minorities	H. Total Employees	I. Black	J. Hispanic	K. Asian or Pacific Islander	L. American Indian or Alaskan Native	M. Total non-Multico Hires	N. Total Previously Unemployed	O. Total Age 40+	P. Total Minorities	Q. Total Employees	R. Total Minorities		
Officials and Managers	MF	F																				
Professionals	PF	F																				
Technicians	TF	F																				
Sales Workers	SF	F																				
Office and Clerical	OF	F																				
Craftsperson (skilled)	CF	F																				
Operatives (semi-skilled)	XF	F																				
Laborers (unskilled)	LF	F																				
Service Work and Others	WF	F																				
TOTAL	AF	F																				
	AM	M																				

XI. Present Annual Total Payroll  
 (OAP) \$ \_\_\_\_\_ (PPM) \$ \_\_\_\_\_ (PPF) \$ \_\_\_\_\_  
Total Minorities Female

XIII. Present Temporary and Part Time Employees  
 (TMT) \_\_\_\_\_ (TMM) \_\_\_\_\_ (TMF) \_\_\_\_\_ (TMS) \$ \_\_\_\_\_  
Total No. of Minorities No. of Females Annual Payroll

XII. Expected Annual Total Payroll When Fully Operational  
 (FOS) \$ \_\_\_\_\_ (OPM) \$ \_\_\_\_\_ (OPF) \$ \_\_\_\_\_  
Total Minorities Female

XIV. Expected Temporary and Part Time Employees When Fully Operational  
 (PTT) \_\_\_\_\_ (PTM) \_\_\_\_\_ (PTF) \_\_\_\_\_ (PTS) \$ \_\_\_\_\_  
Total No. of Minorities No. of Females Annual Payroll

XV. This Form Prepared By: Mary Hawley 254-0674  
 Employee Relations Admin. 2-6-92  
Type Name and Position Signature Date

XVI. Authorized Company Official:  
M. Kondo, Treasurer 2-6-92  
Type Title of Officer Signature Date

No further monies or other benefits may be authorized under this program unless this report is completed and filed as required by existing law and regulations.

Meeting Date: February 13, 1992

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Revenue Bond (RB 1-92)

BCC Informal \_\_\_\_\_ (date) BCC Formal February 13, 1992 (date)

DEPARTMENT DES DIVISION Planning

CONTACT Sharon Cowley TELEPHONE 2610

PERSON(S) MAKING PRESENTATION Planning Staff

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: xx

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

Project Description: (See Attached Exhibit A)

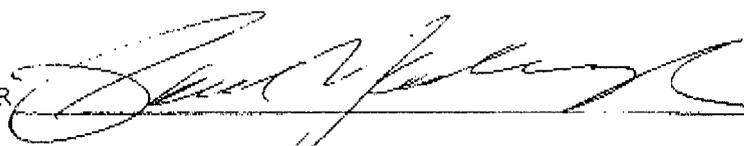
Toyo Tanso USA, Inc. (TTU) is a wholly owned subsidiary of Toyo Tanso Co., Ltd. ("TTJ"), a Japanese corporation established in 1947. TTJ is a world leader in advanced graphic manufacturing. TTU was incorporated in November, 1991 as a Delaware corporation, for the purpose of machining graphite and performing special processing of graphite materials. Examples of applications for the graphite products and materials include semiconductor, medical equipment, electrical discharge machining and mechanical seals. TTJ will be qualified to do business as a foreign corporation in the State of Oregon.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER  \_\_\_\_\_

(All accompanying documents must have required signatures)

## TOYO TANSO PROJECT

### Exhibit A

#### PROJECT DESCRIPTION

Toyo Tanso USA, Inc. ("TTU") is a wholly owned subsidiary of Toyo Tanso Co., Ltd. ("TTJ"), a Japanese corporation established in 1947. TTJ is a world leader of advanced graphic manufacturing. TTU was incorporated in November 1991 as a Delaware corporation, for the purpose of machining graphite and performing special processing of graphite materials. Examples of applications for the graphite products and materials include semiconductor, medical equipment, electrical discharge machining and mechanical seals. TTU will be qualified to do business as a foreign corporation in the State of Oregon.

#### ADDRESS

The business address for TTU will be 2575 N.W. Graham Road, Troutdale, Oregon 97060. Until the construction is completed, the mailing address is 5530 N.E. 122nd Avenue, Portland, Oregon 97230.

#### USE OF PROCEEDS

	<u>Total</u>	<u>Bond</u>	<u>Other Source</u>
Equipment	2,183,000	1,183,000	1,000,000
Building	3,735,000	3,735,000	-0-
Land	715,000	715,000	-0-
Other:			
Moving Costs	150,000	150,000	-0-
Bond Issuance Costs	120,000	120,000	-0-
Other	97,000	97,000	-0-
	-----	-----	-----
Total	7,000,000	6,000,000	1,000,000
Bond Issue as % of total project			85.71%

TLO\0079 dss



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING  
AND DEVELOPMENT  
2115 S.E. MORRISON STREET  
PORTLAND, OREGON 97214  
(503) 248-3043

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

February 6, 1992

To: Board of County Commissioners

From: Sharon Cowley, *SC*  
Division of Planning and Development

Re: RB 1-92

Enclosed are the materials relating to RB 1-92.

As you know, MCC 11.08.250 requires the Board to make the following Findings when considering State of Oregon Economic Development Revenue Bond projects:

- (A) An application shall comply with:
- (1) The Comprehensive Land Use Plan (or Statewide Planning Goals if the plan has not been acknowledged by LCDC), the Economic Development Plan, and plan implementation ordinances of the unit of government having jurisdiction over the site in question; and
  - (2) Multnomah County's Equal Employment Opportunity as indicated in MCC 11.08.255.
- (B) An applicant must assert, in writing, that Economic Development Revenue Bond Financing is necessary for expansion or location in the County at this time (i.e., without such financing, the project would not be undertaken).

Board of County Commissioners

Page 2

February 6, 1992

This packet contains:

- The application for Oregon Economic Development Revenue Bond by Toyo Tanso USA, Inc. for property within the City of Troutdale;
- A letter from Scott Cline, Director of Community Services for the City of Troutdale, indicating the project complies with MCC 11.08.250(A)(I);
- An Equal Employment Opportunity Agreement signed by M. Kondo, Treasurer, Toyo Tanso USA, Inc., and a completed MC-DES I as required by MCC 11.08.250(A)(2);
- A statement of necessity from Toyo Tanso USA, Inc. as required by MCC 11.08.250(B); and
- A proposed Resolution for Board action.

The Planning Staff finds that this material satisfies the criteria of MCC 11.08.250 for Board approval of an Economic Development Bond and recommends adoption of the resolution.

# MCEWEN, GISVOLD, RANKIN & STEWART

(FOUNDED AS CAKE & CAKE - 1886)

ATTORNEYS AT LAW

1600 STANDARD PLAZA  
1100 S. W. SIXTH AVENUE  
PORTLAND, OREGON 97204  
(503) 226-7321

TELECOPIER  
(503) 243-2687

DONALD W. MCEWEN  
DEAN P. GISVOLD  
ROBERT D. RANKIN  
JANICE M. STEWART  
DON G. CARTER  
JAMES RAY STREINZ\*  
ALLEN B. BUSH  
LISA C. BROWN  
DAVID B. PARADIS  
TURID L. OWREN  
PATRICIA YOUNG CARTER†  
JANET M. GRAVDAL  
JANICE N. TURNER  
RUSSELL B. WEED

RALPH H. CAKE  
(1891-1973)

NICHOLAS JAUREGUY  
(1896-1974)

HERBERT C. HARDY  
(1912-1989)

February 6, 1992

\* ADMITTED IN OREGON AND WASHINGTON  
† ADMITTED IN OREGON, ALASKA AND MASSACHUSETTS

## HAND DELIVERED

Ms. Sharon Cowley  
Administrative Assistant  
Multnomah County  
Division of Planning  
and Development  
2115 S.E. Morrison Street  
Portland, Oregon 97214

Re: Toyo Tanso USA, Inc./Multnomah County Approval of  
Application for Economic Development Revenue Bonds

Dear Ms. Cowley:

Enclosed for review by the Multnomah County Division of Planning and Development are the following documents prepared in connection with the above-referenced matter:

1. Copy of Application for Oregon Economic Development Revenue Bonds by Toyo Tanso USA, Inc. for property within the City of Troutdale;
2. Letter dated February 6, 1992 from C. Scott Cline, Director of Community Development for the City of Troutdale;
3. Equal Employment Opportunity Agreement signed by M. Kondo, Toyo Tanso USA, Inc., along with a completed and signed Form MC-DES-1;
4. A statement of need by applicant Toyo Tanso USA, Inc. asserting that without the economic development revenue bond financing the project could not be undertaken; and
5. Our firm's check in the amount of \$200, payable to Multnomah County, for the application fee.

TLO\0083.ltr

MCEWEN, GISVOLD, RANKIN & STEWART

Ms. Sharon Cowley  
February 6, 1992  
Page 2

As we discussed earlier, the original application submitted to the Oregon Economic Development Department anticipated that the manufacturing facility would be constructed at N.E. 158th and Marine Drive. The proposed site for construction of the facility was later changed to 2575 N.W. Graham Court in the City of Troutdale.

The bond closing has been scheduled for Thursday, February 20, 1992. We therefore request that the application be scheduled for hearing no later than Thursday, February 13th.

Please let us know whether there is any additional information required in order to file the application of Toyo Tanso USA, Inc. for a hearing before the Multnomah County Board of Commissioners. We very much appreciate the courtesies and assistance you have extended to us in connection with this application.

Sincerely,

MCEWEN, GISVOLD, RANKIN & STEWART



Turid L. Owren

TLO/lid  
Enclosures  
cc: Toyo Tanso USA, Inc.

**APPLICATION FOR OREGON**

**ECONOMIC DEVELOPMENT BOND**

**OF**

**Toyo Tanso USA, Inc.**

**Company Contact Person:**

**Mr. Masaharu Kondo**

**Toyo Tanso USA, Inc.**

**5530 NE 122nd Avenue**

**Portland, Oregon 97230**

**Phone: (503) 254-0674**

**Bond Counsel:**

**Mr. George M. Mardikes/**

**Ms. Elizabeth C. Madsen**

**Davis, Wright, Tremaine**

**2300 First Interstate Tower**

**1300 S. W. Fifth Avenue**

**Portland, Oregon 97201**

**Phone:(503) 241-2300**

**I. COMPANY INFORMATION:**

- A. **Toyo Tanso USA, Inc.  
5530 NE 122nd Avenue  
P.O. Box 301368  
Portland, Oregon 97230**  
  
EIN:  
SIC Code
- B. **Delaware**
- C. **Toyo Tanso USA, Inc. will be a Delaware Corporation to be incorporated  
November, 1991**
- D. **Teruhisa Kondo, President**
- E. **None**
- F. **No**
- G. **Teruhisa Kondo, President**
- H. **Toyo Tanso Co., Ltd., Osaka, Japan**
- I. **Financials should receive confidential treatment**
- J. **Toyo Tanso USA, Inc (TTU) is a wholly owed subsidiary of Toyo  
Tanso Co., Ltd., Japan which was established in 1947. Toyo Tanso is a  
world wide leader of advanced graphite manufacturing. TTU will be  
established in November 1991 for the purpose of machining graphite and  
performing special processing on graphite materials. Applications for  
products and materials are Semiconductor, medical equipment, electrical  
discharge machining, mechanical seals and so on.**

**II. PROJECT INFORMATION:**

- A. **Proposed Project site is located at N.E. 158th street and Marine  
Drive in Portland Oregon. The site is located within the Airport  
Way Urban Renewal project. Currently, site access is from Marine  
Drive and 158th street. However as Airport Way is completed to  
N.E. 158th street, truck access will be limited to Airport Way.**

**B. Project Dates:**

**Land Purchase Close: January 12, 1992**

**Begin Construction: May 1, 1992**

**Construction Complete: October 31, 1992**

**Begin Move In: November 1, 1992**

**Normal Production: December 31, 1992**

**C. Description of Project:**

**This project consists of purchasing 11 acres of property, located at the address above.**

**In addition, TTU plans to construct a combination manufacturing facility and office structure of approximately 52,500 square feet. The manufacturing area includes a raw material warehouse, machining area, special processing areas, and finished goods storage which is combined with shipping and receiving.**

**D. Products and Customers**

**Products consist of parts machined out of graphite to customer specifications and also subjected to various post completion processes. (see Company information for more complete discussion). Equipment required to produce products consists of computer controlled machine tools such as lathes, mills, and vertical turning mills. Additionally, parts are subjected to special processes where the parts are cleaned, purified and coated using a chemical vapor deposition process. Many different types of equipment are required in the special processing areas including vacuum furnaces, vacuum pumps, computer process controls and other support equipment.**

**TTU is the primary supplier of high quality graphite for the semiconductor industry. TTU designs, machines and finishes parts for all phases of the semiconductor industry including parts for CZ crystal growth, liquid phase Epi, glass to metal sealing, poly silicon production. In addition, TTU has customers in many other industries including, medical implants, medical equipment, electrical discharge machining(EDM), nuclear power, aerospace, fibre optics, fiberglass and steel and aluminum production.**

Local users of TTU's products include: SEH America, Siltec Silicon, Siemens Solar, Wacker Electronics, Precision Castparts, Weiss Glass. National users include General Electric Medical systems, Texas Instruments, Motorola.

**E. Bond Proceeds:**

	Total	Bond	Other Source
	-----	-----	-----
Equipment	2,183,000	1,183,000	1,000,000
Building	3,735,000	3,735,000	0
Land	715,000	715,000	0
Other:			
Moving Costs	150,000	150,000	0
Bond issuance costs	120,000	120,000	0
Other	97,000	97,000	0
	-----	-----	-----
<b>Total</b>	<b>7,000,000</b>	<b>6,000,000</b>	<b>1,000,000</b>
 Bond issue as % of total project			 85.71%

\*\*\*\*\*

**F. Anticipated Market**

Products produced are sold throughout the USA as well as in Japan, Korea, Mexico, Canada and Europe. See discussion of product type for customer company information.

**G. 1.**

Water, Sewer, and electricity have been upgraded near the site as part of the Airport Way Urban Renewal project. The upgraded utilities are adequate to support the proposed facility as well as future expansion. Additionally the utilities and an East/West access road are being provided by the Portland Development Commission.

**G. 2.**

The proposed project will enhance the local economic base through increased property values and related property taxes, increased employment and related payroll and payroll tax dollars. As well as enhancing the diversity and stability of the area's economic base.

H. Necessary Governmental Agencies have been contacted and have expressed their support for this project

**III. LABOR FORCE:**

	Current Employment (III. A.)	Employed on Site (III. B.)	Additional Hired for Project (III. C.)	Anticipated New Hires (III. D.)
	-----	-----	-----	-----
Machinist	36	0	0	20
Process Tech.	8	0	0	6
Engineers	5	0	0	3
Maintenance	3	0	0	3
S, G &A	9	0	0	5
	-----	-----	-----	-----
	61	0	0	37

E. Technical people are required.

F. TTU will utilize Job Net program.

G. Current facility is leased. TTU's operations have grown to the point where more room is required. Expanding current leased facility is not economically feasible.

The new plant location is very close to the existing facility. No loss of current employees is anticipated.

**IV. PROJECTED PAYROLL and PROFITS:**

**A. Projected Employee Salaries:**

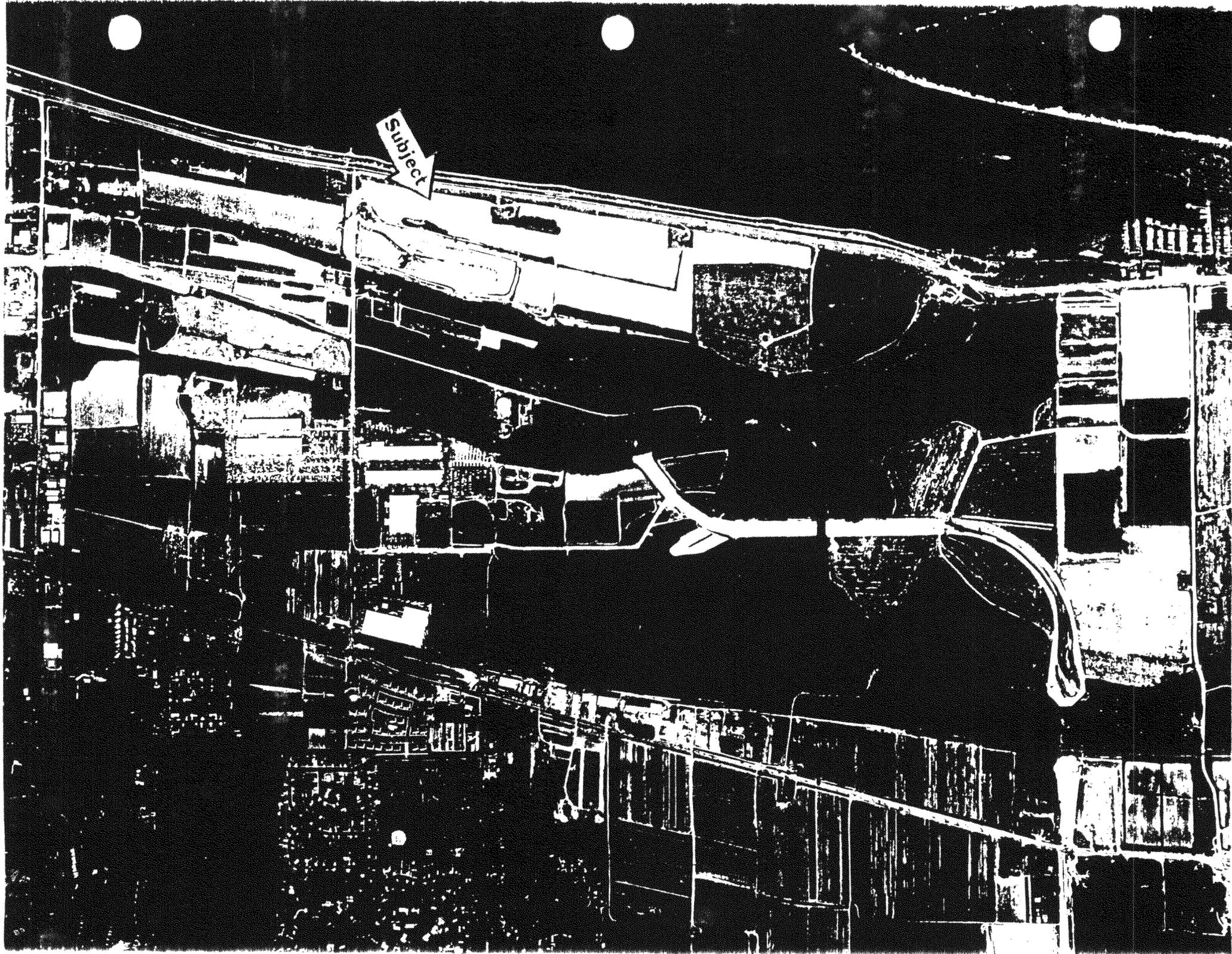
	1992	1993	1994
	-----	-----	-----
	1,928,902	2,294,468	2,776,695

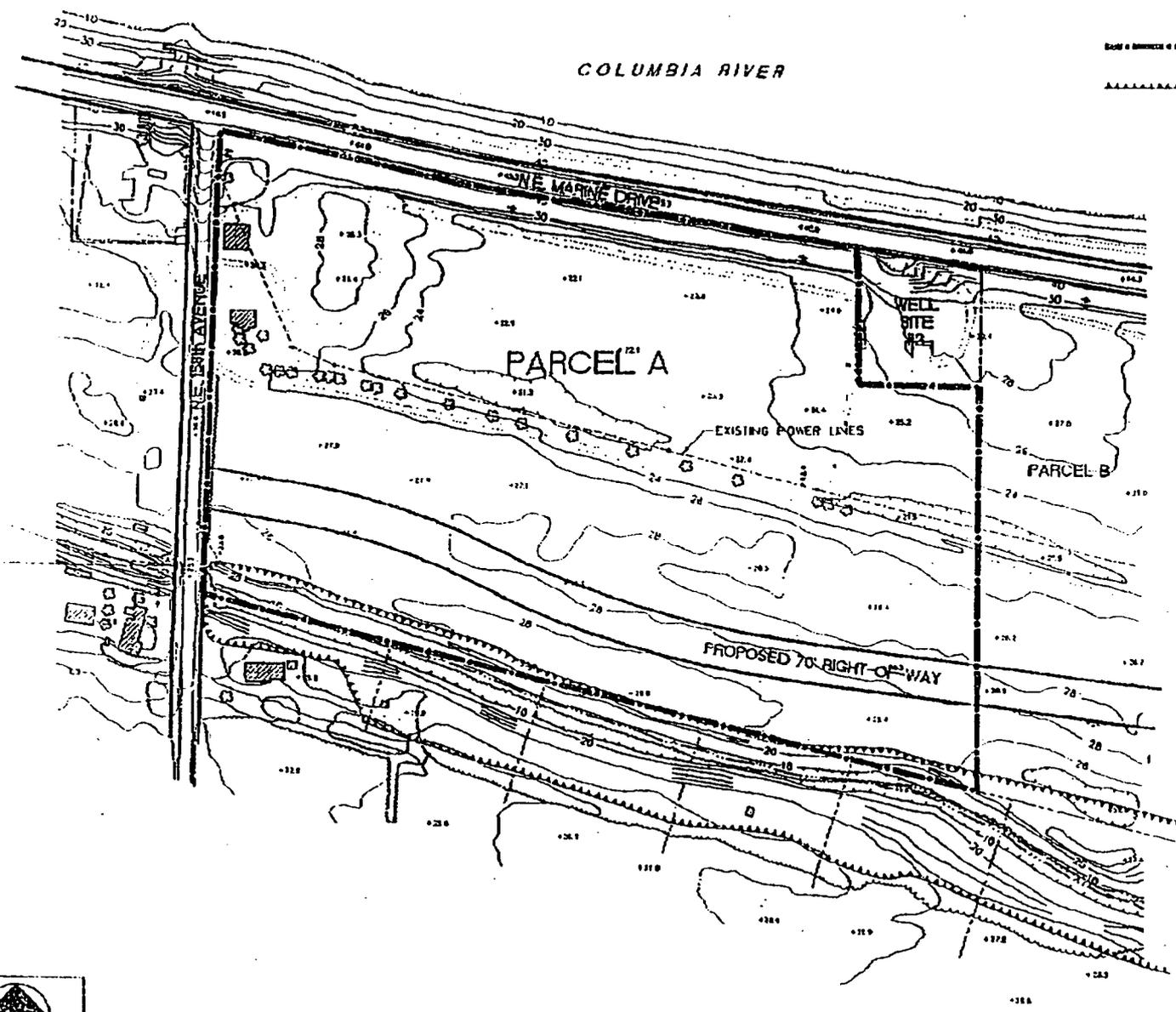
**B. Sales And Earnings**

	1992	1993	1994
	-----	-----	-----
Gross Sales	8,589,400	9,246,000	10,956,000
Operating Costs	8,221,236	9,163,737	10,174,680
Net Income	368,164	82,263	781,320

- C. Local government costs are related to site utilities, access road construction and related road improvements. These costs will be financed by the Portland Development Commission. It is anticipated that the cost of these improvements will be repaid by the company through future tax increment assessments.**

Exhibit A





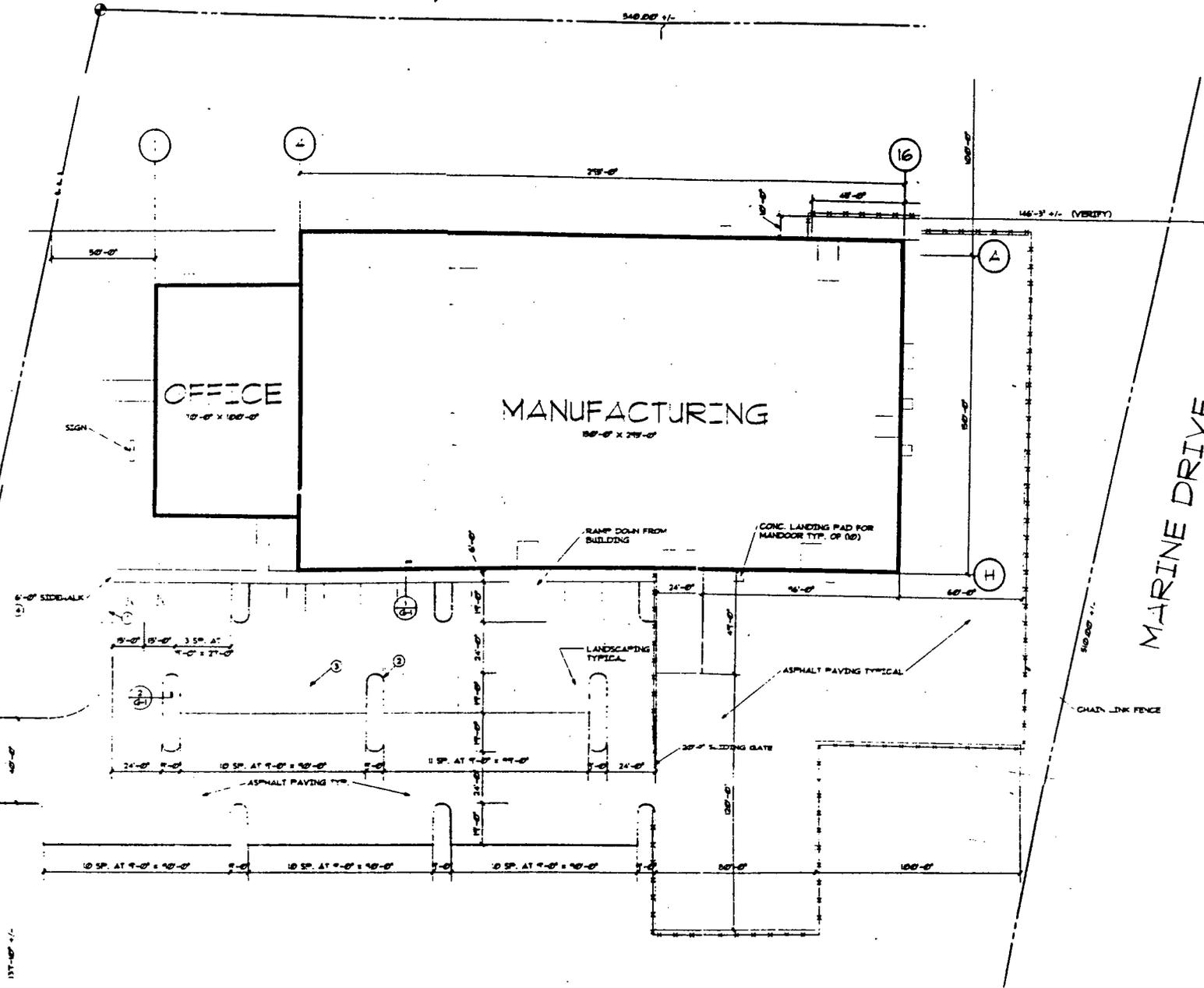
Parcel Boundary  
Resource Protection Area Boundary



158<sup>th</sup> Street

MISSISSAUGA ROAD

MARINE DRIVE



**Exhibit B**

*(Will Be provided Directly by Economic Development Dept.)*

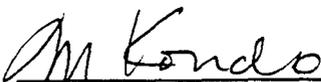
EXHIBIT C

All information provided in connection with this application for Oregon Economic Development Revenue Bond financing is, to the best of my knowledge, true, accurate, complete, and current. I further certify that, except as described in this application.

- (1) No litigation is current, pending or threatened in any court or other tribunal or competent jurisdiction, state or federal, in any way contesting, questioning or affecting the eligibility of the applicant to apply for this financing, the ability of the applicant to complete the project, or the validity or enforceability of any covenant or document executed by the applicant in connection with the application or any of the procedures for the authorization of sale, execution, registration or delivery of the bonds, nor are there any unasserted claims outstanding.
- (2) The applicant has never filed for reorganization or sought relief or been involuntarily declared bankrupt under any provision of the United States Bankruptcy Code.
- (3) No officer, director, partner, or owner of a 5 percent interest (legal or beneficial) of the applicant has ever filed for reorganization or sought relief or been involuntarily declared bankrupt under any provision of the United States Bankruptcy Code.
- (4) Neither the applicant nor any officer, director, partner or owner of a 5 percent interest (legal or beneficial) thereof has ever been indicted or convicted of a felony or of a misdemeanor involving moral turpitude.

I agree that material misrepresentation of fact is grounds for the Finance Committee to deny or withdraw project eligibility at any time.

Attest:

  
\_\_\_\_\_  
Matt Kondo - President

Nov. 20, 1991  
\_\_\_\_\_  
Dated

91年11月25日 11:03

東洋炭素株式会社

387 5115

PAGE: 02

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~~7/6~~

**CONFIDENTIAL**

TOYO TANSO CO., LTD.

FOR THE YEARS ENDING

MAY 31, 1991

7-12, 5-CHOME, TAKESHIMA  
NISHIYODOGAWAKU, OSAKA  
555, JAPAN

Tele: 06-473-7912  
Fax: 06-471-0444

91年11月25日 11:03

東洋炭業株式会社

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TOYO TANSO CO., LTD.  
INCOME STATEMENT  
 For the Years Ended May 31, 1991

(In Thousands of Yen)

<b>SALES</b>	
Gross Sales	11,352,840
Returns and Allowances	3,783
<b>Total Net Sales</b>	<u>11,348,877</u>
<b>COST OF GOODS SOLD</b>	<u>8,208,059</u>
<b>GROSS PROFIT</b>	3,140,818
<b>SELLING, GENERAL AND ADMINISTRATIVE EXPENSES</b>	<u>1,875,433</u>
<b>OPERATING PROFIT</b>	1,265,385
<b>OTHER INCOME</b>	
Interest Income	192,447
Other Income	<u>141,893</u>
<b>Total Other Income</b>	334,340
<b>OTHER EXPENSES</b>	
Interest Expenses	828,978
Other Expenses	<u>18,310</u>
<b>Total Other Expenses</b>	847,288
<b>NET INCOME BEFORE TAXES</b>	<u>952,439</u>
<b>INCOME TAXES</b>	545,917
<b>NET INCOME</b>	<u><u>408,522</u></u>

91年11月25日 11:04

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P. 4

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## TOYO TANSO CO., LTD.

## BALANCE SHEET

MAY 31, 1991

(In Thousands of Yen)

## ASSETS

## I CURRENT ASSETS

Cash	2,810,809
Net Notes Receivable-Trade	1,500,755
Net Accounts Receivable-Trade	1,648,773
Inventory	2,058,955
Other Accounts Receivable	109,750

Total Currents Assets 8,165,042

## II PROPERTY, PLANT, &amp; EQUIPMENT

Buildings	1,704,055
Structures	73,418
Equipment-Manufacturing	2,335,051
Trucks	32,459
Tools, furniture and fixture	204,075
land	1,400,454
Construction in progress	43,019

Total Property, Plant, & Equipment 5,883,430

## III OTHER ASSETS

Investment Securities	428,694
Deposit and Entrance Fee	209,191
Other Assets	62,511

Total Other Assets 700,426

## TOTAL ASSETS

JKY 14,748,898

TOYO TANSO CO., LTD.  
BALANCE SHEET  
MAY 31, 1991

(In Thousands of Yen)

## LIABILITIES AND SHAREHOLDERS EQUITY

## I CURRENT LIABILITIES

Notes Payable-Trade	1,955,915
Accounts Payable-Trade	<u>410,445</u>
Notes Payable-Bank	1,985,220
Accrued Expenses	243,082
Reserve for Bonus Payment	248,700
Employees' Savings Deposits	<u>7,032</u>

Total Current Liabilities 4,830,394

## II LONG-TERM LIABILITIES

Long-term Loans Payable	5,992,800
Reserve for Retirement Allowance	<u>200,933</u>

Total Long-Term Liabilities 6,193,733

## III SHAREHOLDERS' EQUITY

Common Stock	85,000
Legal Earned Surplus	20,000
Voluntary Earned Surplus	3,180,498
Retained Earnings	52,751
Retained Earnings-Current Year	<u>408,522</u>

Total Shareholders Equity 3,724,771

TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY

JKY 14,748,898

2/19

'91年12月 4日 17:12

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P. 2

<p>TOYO TANSO CO., LTD.</p> <p>AGE 0000      510713-404      FISCAL PERIODS 1989</p> <p>1989</p>	
--	--

FOR THE YEARS ENDING  
MAY 31, 1989

7-12, 5-CHOME, TAKESHIMA  
NISHIYODOGAWAKU, OSAKA,  
555, JAPAN

Tel: 06-473-7912

Fax: 06-471-0444

3/9

91年12月 4日 17:12

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P. 3

TOYO TANSO CO., LTD.

INCOME STATEMENT

For the Years Ended May 31, 1989

(In Thousands of Yen)

<b>SALES</b>	
Gross Sales	9,322,031
Returns and Allowances	<u>37,534</u>
Total Net Sales	9,310,097
<b>COST OF GOODS SOLD</b>	
	<u>5,885,793</u>
<b>GROSS PROFIT</b>	
	3,433,304
<b>SELLING, GENERAL AND ADMINISTRATIVE EXPENSES</b>	
	<u>1,467,571</u>
<b>OPERATING PROFIT</b>	
	1,965,733
<b>OTHER INCOME</b>	
Interest Income	41,751
Other Income	<u>103,308</u>
Total Other Income	145,059
<b>OTHER EXPENSES</b>	
Interest Expenses	338,998
Other Expenses	<u>412,714</u>
Total Other Expenses	751,712
<b>NET INCOME BEFORE TAXES</b>	
	<u>1,359,080</u>
<b>INCOME TAXES</b>	
	786,458

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91年12月 4日 17:12

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P. 4

TOYO TANSO CO., LTD.  
BALANCE SHEET  
MAY 31, 1989

(In Thousands of Yen)

ASSETS

I CURRENT ASSETS

Cash	2,678,900
Net Notes Receivable-Trade	1,183,043
Net Accounts Receivable-Trade	1,592,955
Inventory	1,193,682
Other Accounts Receivable	18,620

Total Currents Assets 6,667,200

II PROPERTY, PLANT, & EQUIPMENT

Buildings	881,093
Structures	40,816
Equipment-Manufacturing	1,505,833
Trucks	26,586
Tools, furniture and fixture	142,522
Land	1,293,322
Construction in progress	-

Total Property, Plant, & Equipment 3,890,172

III OTHER ASSETS

Investment Securities	227,928
Deposit and Entrance Fee	98,884
Other Assets	57,413

Total Other Assets 382,025

TOTAL ASSETS

JKY 10,939,397

'91年12月 4日 17:13

東洋炭素 株式会社 本社

- P. 5

TOYO TANSO CO., LTD.

BALANCE SHEET

MAY 31, 1989

(In Thousands of Yen)

LIABILITIES AND SHAREHOLDERS EQUITY

I CURRENT LIABILITIES

Notes Payable-Trade	740,749
Accounts Payable-Trade	334,245
Notes Payable-Bank	1,057,229
Accrued Expenses	219,098
Reserve for Bonus Payment	214,720
Employees' Savings Deposits	14,228
Reserve for Corporation Tax	797,378
Total Current Liabilities	<u>3,377,647</u>

II LONG-TERM LIABILITIES

Long-term Loans Payable	4,525,200
Reserve for Retirement Allowance	161,305
Total Long-Term Liabilities	<u>4,686,505</u>

III SHAREHOLDERS' EQUITY

Common Stock	85,000
Legal Earned Surplus	20,000
Voluntary Earned Surplus	2,186,546
Retained Earnings	31,077
Retained Earnings-Current Year	572,822
Total Shareholders Equity	<u>2,875,245</u>

TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY

JKY 10,939,397

6/9

'91年12月 4日 17:13

東洋炭素 株式会社 本社

CONFIDENTIAL

P. 6

<p>TOYO TANSO CO., LTD.</p> <p>TOYO TANSO CO., LTD. TOKYO JAPAN</p>
---

FOR THE YEARS ENDING  
MAY 31, 1990

7-12, 5-CHOME, TAKESHIMA  
NISHIYODOGAWAKU, OSAKA,  
555, JAPAN

Tel: 06-473-7912  
Fax: 06-471-0444

'91年12月 4日 17:13

東洋炭素 株式会社 本社

P. 7

TOYO TANSO CO., LTD.

INCOME STATEMENT

For the Years Ended May 31, 1980

(In Thousands of Yen)

**SALES**

Gross Sales	10,299,953
Returns and Allowances	2,897

<b>Total Net Sales</b>	<b>10,297,056</b>
------------------------	-------------------

<b>COST OF GOODS SOLD</b>	<b>5,959,414</b>
---------------------------	------------------

<b>GROSS PROFIT</b>	<b>4,337,642</b>
---------------------	------------------

<b>SELLING, GENERAL AND ADMINISTRATIVE EXPENSES</b>	<b>1,910,548</b>
---	------------------

<b>OPERATING PROFIT</b>	<b>2,427,094</b>
-------------------------	------------------

**OTHER INCOME**

Interest Income	102,719
Other Income	86,251

<b>Total Other Income</b>	<b>188,970</b>
---------------------------	----------------

**OTHER EXPENSES**

Interest Expenses	468,975
Bad debts Written off	502,283
Other Expenses	234,822

<b>Total Other Expenses</b>	<b>1,206,080</b>
-----------------------------	------------------

<b>NET INCOME BEFORE TAXES</b>	<b>1,409,984</b>
--------------------------------	------------------

<b>INCOME TAXES</b>	<b>856,813</b>
---------------------	----------------

TOYO TANSO CO., LTD.BALANCE SHEET

MAY 31, 1990

(In Thousands of Yen)

## ASSETS

## I CURRENT ASSETS

Cash	4,114,929
Net Notes Receivable-Trade	1,331,992
Net Accounts Receivable-Trade	1,487,321
Inventory	1,548,350
Other Accounts Receivable	258,100
Total Currents Assets	<u>8,718,692</u>

## II PROPERTY, PLANT, &amp; EQUIPMENT

Buildings	820,402
Structures	48,102
Equipment-Manufacturing	1,333,232
Trucks	20,380
Tools, furniture and fixture	213,303
Land	1,400,454
Construction in progress	341,928
Total Property, Plant, & Equipment	<u>4,189,981</u>

## III OTHER ASSETS

Investment Securities	254,388
Deposit and Entrance Fee	169,807
Other Assets	52,141
Total Other Assets	<u>476,314</u>

## TOTAL ASSETS

JKY 13,384,987

91年12月 4日 17:14

東洋炭素 株式会社 本社

P. 9

TOYO TANSO CO., LTD.BALANCE SHEET

MAY 31, 1990

(In Thousands of Yen)

## LIABILITIES AND SHAREHOLDERS EQUITY

## I CURRENT LIABILITIES

Notes Payable-Trade	825,443
Accounts Payable-Trade	322,339
Notes Payable-Bank	1,158,480
Accrued Expenses	355,898
Reserve for Bonus Payment	251,980
Employees' Savings Deposits	72,848
Reserve for Corporation Tax	856,813

Total Current Liabilities 3,841,579

## II LONG-TERM LIABILITIES

Long-term Loans Payable	5,965,900
Reserve for Retirement Allowance	188,024

Total Long-Term Liabilities 6,151,924

## III SHAREHOLDERS' EQUITY

Common Stock	85,000
Legal Earned Surplus	20,000
Voluntary Earned Surplus	2,707,734
Retained Earnings	45,579
Retained Earnings-Current Year	553,171

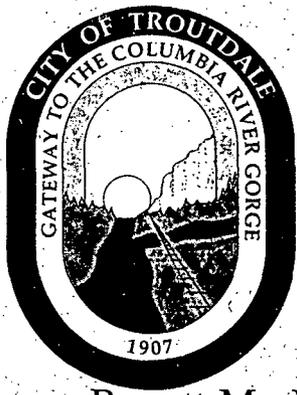
Total Shareholders Equity 3,391,484

TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY

JKY 13,384,987

# CITY OF TROUTDALE

6 FEBRUARY 1992



Barrett MacDougall  
Economic Development Department  
775 Summer Street NE  
Salem OR 97310

Dear Mr. MacDougall:

The City of Troutdale has reviewed the application of Toyo Tanso USA, Inc. We find that the proposed project is consistent with the Troutdale Comprehensive Plan, adopted by the City Council in September, 1990.

The proposed property, at 2575 NW Graham Court, permits this activity under the Comprehensive Plan designation, I (industrial) and is consistent with the goals and policies of the Comprehensive Plan. The application is also in conformance with the provisions of the Troutdale Development Code, Section 3.170, General Industrial, adopted by the City Council in 1990.

The establishment of this facility can be accomplished without any other public subsidy or public investment in roads, sewer or other public utilities.

The project will result in the creation of 60+ new jobs within the City of Troutdale and this facility will have a significant positive effect in the Troutdale economy. In addition, the project enhances and supports the development of the Portland Troutdale Airport and the Troutdale Industrial Park subdivision which has been developed specifically for industrial processing, manufacturing and distribution activities.

Sincerely,

CITY OF TROUTDALE

C. Scott Cline  
Director of Community Development

cc: Toyo Tanso USA, Inc.

D:\CDFEB92\TTA

**TOYO TANSO USA, Inc.**  
QUALITY GRAPHITE / EXCEPTIONAL SERVICE

5530 NE 122nd AVE  
PO BOX 301368  
PORTLAND, OR 97230  
TEL: (503) 254-0674  
FAX: 503-254-0723

February 6, 1992

Mr. Robert Hall  
Multnomah County  
Division of Planning and Development  
2115 SE Morrison  
Portland, OR 97214

Dear Mr. Hall:

Toyo Tanso USA, Inc. is applying for Oregon Industrial Revenue Bonds which will provide the necessary funding for construction of a Graphite Manufacturing Facility in the City of Troutdale. Toyo Tanso USA, Inc. is a small wholly-owned-subsiary of Toyo Tanso Co. LTD based in Osaka Japan.

Although we are a wholly-owned-subsiary, we are treated as an independent company by our parent and we have exhausted our sources for conventional financing. Without the funding provided by the Industrial Revenue Bonds and the associated reduced long term costs, we would not be able to construct our proposed facility and our growth would be virtually impossible.

We would greatly appreciate your assistance in getting the necessary approvals from Multnomah County.

Thank you for your help.

Very truly yours,

  
Masaharu Kondo  
Treasurer  
Toyo Tanso USA, Inc.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR THE COUNTY OF MULTNOMAH

In the Matter of Issuance of )  
an Industrial Development ) RESOLUTION 92-27  
Revenue Bond State of Oregon )  
to Toyo Tanso USA, Inc. ) RB 1-92

WHEREAS, The Multnomah County Board of Commissioners finds that the construction of a graphite manufacturing facility by Toyo Tanso USA, Inc. would foster the economic growth and legislative policy as set forth in ORS 285.310; and

WHEREAS, The City of Troutdale has found that the project is in compliance with the Troutdale Comprehensive Plan acknowledged by the Land Conservation and Development Commission pursuant to ORS Chapter 197; and

WHEREAS, The Board finds that the project complies with the provisions of Chapter 11.08 of the Multnomah County Code; and

WHEREAS, ORS 285.330 requires, before the issuance of revenue bonds by the State of Oregon, that the governing body of the County endorse the project; and

WHEREAS, The Board finds that the completion of this facility within the City of Troutdale would be in the best interests of the citizens of Multnomah County.

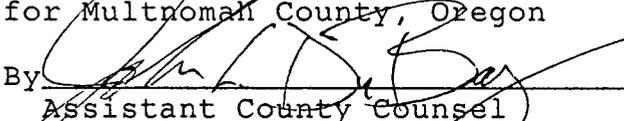
THEREFORE, IT IS HEREBY RESOLVED:

1. That Multnomah County requests the Economic Development Commission and the State of Oregon to assist in the financing of the Toyo Tanso USA, Inc. project within Multnomah County through the issuance of revenue bonds secured by the property as provided by ORS 285.310 to ORS 285.397.
2. That the Chairperson of the Multnomah County Board of Commissioners be authorized to sign and act for the Board in any future action necessary by Multnomah County to promote the project.

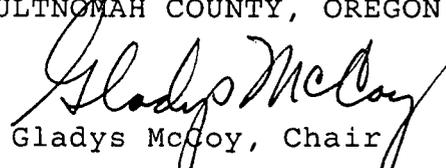
(SEAL)

February 13, 1992

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

By   
Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy, Chair

## TOYO TANSO PROJECT

## Exhibit A

PROJECT DESCRIPTION

Toyo Tanso USA, Inc. ("TTU") is a wholly owned subsidiary of Toyo Tanso Co., Ltd. ("TTJ"), a Japanese corporation established in 1947. TTJ is a world leader of advanced graphic manufacturing. TTU was incorporated in November 1991 as a Delaware corporation, for the purpose of machining graphite and performing special processing of graphite materials. Examples of applications for the graphite products and materials include semiconductor, medical equipment, electrical discharge machining and mechanical seals. TTU will be qualified to do business as a foreign corporation in the State of Oregon.

ADDRESS

The business address for TTU will be 2575 N.W. Graham Road, Troutdale, Oregon 97060. Until the construction is completed, the mailing address is 5530 N.E. 122nd Avenue, Portland, Oregon 97230.

USE OF PROCEEDS

	<u>Total</u>	<u>Bond</u>	<u>Other Source</u>
Equipment	2,183,000	1,183,000	1,000,000
Building	3,735,000	3,735,000	-0-
Land	715,000	715,000	-0-
Other:			
Moving Costs	150,000	150,000	-0-
Bond Issuance Costs	120,000	120,000	-0-
Other	97,000	97,000	-0-
Total	7,000,000	6,000,000	1,000,000
Bond Issue as % of total project			85.71%



**MC-DES 1**  
**CURRENT AND PROJECTED**  
**PERMANENT EMPLOYEE**  
**AND PAYROLL DATA**

Name and Address of Organization  
**TOYO TANSO USA, INC**  
**5530 NE 122nd Ave**  
**Portland, OR 97230**

I. Check Appropriate Box

- IRB Applicant
- E.L.A Applicant
- Other (IR#)

II. Project Number

III. Project Completion Date

IV. Job Categories	V. Sex		VI. Present Employees					VII. Jobs to be Saved		VIII. New Jobs to be Created							IX. Summary New Employees				X. Employee Totals	
		Sex	A. Total Employees	B. Black	C. Hispanic	D. Asian or Pacific Islander	E. American Indian or Alaskan Native	F. Total Employees	G. Total Minorities	H. Total Employees	I. Black	J. Hispanic	K. Asian or Pacific Islander	L. American Indian or Alaskan Native	M. Total non-Multico hires	N. Total Previously Unemployed	O. Total Age 40+	P. Total Minorities	Q. Total Employees	R. Total Minorities		
Officials and Managers	MF	F	1				1	1											1	1		
	MVi	M	7			2		7	2										7	2		
Professionals	PF	F	2			2		2	2	3									7	2		
	PM	M																				
Technicians	TF	F																				
	TM	M	2					2											2			
Sales Workers	SF	F	2					2											2			
	SM	M	2					2	1										3			
Office and Clerical	OF	F	2					2	4										8			
	OM	M	2					2											2			
Craftsperson (skilled)	CF	F																				
	CM	M	25			2		25	2	20									45	2		
Operatives (semi-skilled)	XF	F																				
	XM	M	12			4		12	4	9									21	4		
Laborers (unskilled)	LF	F																				
	LM	M	2					2											2			
Service Work and Others	WF	F																				
	WM	M																				
TOTAL	AF	F	6				1	6	1	4									10	1		
	AM	M	54			10		54	10	33									87	10		

XI. Present Annual Total Payroll  
(OAP) \$ 1,811,886 (PPM) \$ 304,046 (PPF) \$ 122,261.72  
*Total Minorities Female*

XIII. Present Temporary and Part Time Employees  
(TMT) \_\_\_\_\_ (TMM) \_\_\_\_\_ (TMF) \_\_\_\_\_ (TMS) \$ \_\_\_\_\_  
*Total No. of Minorities No. of Females Annual Payroll*

XII. Expected Annual Total Payroll When Fully Operational  
(FOS) \$ \_\_\_\_\_ (OPM) \$ \_\_\_\_\_ (OPF) \$ \_\_\_\_\_  
*Total Minorities Female*

XIV. Expected Temporary and Part Time Employees When Fully Operational  
(PTT) \_\_\_\_\_ (PTM) \_\_\_\_\_ (PTF) \_\_\_\_\_ (PTS) \$ \_\_\_\_\_  
*Total No. of Minorities No. of Females Annual Payroll*

**MC-DES 2**  
**FINAL PERMANENT EMPLOYEE AND PAYROLL DATA**

Name and Address of Organization

I. Check Appropriate Box

- IRB Applicant
- ELA Applicant
- Other \_\_\_\_\_  
(IR#)

II. Project Number

III. Project Completion Date

IV. Job Categories	V. Sex		VI. Present Employees						VII. Jobs to be Saved		VIII. New Jobs to be Created						IX. Summary New Employees				X. Employee Totals	
	Male	Female	A. Total Employees	B. Black	C. Hispanic	D. Asian or Pacific Islander	E. American Indian or Alaskan Native	F. Total Employees	G. Total Minorities	H. Total Employees	I. Black	J. Hispanic	K. Asian or Pacific Islander	L. American Indian or Alaskan Native	M. Total non-Multico Hires	N. Total Previously Unemployed	O. Total Age 40+	P. Total Minorities	Q. Total Employees	R. Total Minorities		
Officials and Managers	MF	F																				
	MM	M																				
Professionals	PF	F																				
	PM	M																				
Technicians	TF	F																				
	TM	M																				
Sales Workers	SF	F																				
	SM	M																				
Office and Clerical	OF	F																				
	OM	M																				
Craftsperson (skilled)	CF	F																				
	CM	M																				
Operatives (semi-skilled)	XF	F																				
	XM	M																				
Laborers (unskilled)	LF	F																				
	LM	M																				
Service Work and Others	WF	F																				
	WM	M																				
TOTAL	AF	F																				
	AM	M																				

XI. Present Annual Total Payroll (OAP) \$ _____ Total (PPM) \$ _____ Minorities (PPF) \$ _____ Female	XIII. Present Temporary and Part Time Employees (TMT) _____ Total (TMM) _____ No. of Minorities (TMF) _____ No. of Females (TMS) \$ _____ Annual Payroll
XII. Expected Annual Total Payroll When Fully Operational (FOS) \$ _____ Total (OPM) \$ _____ Minorities (OPF) \$ _____ Female	XIV. Expected Temporary and Part Time Employees When Fully Operational (PTT) _____ Total (PTM) _____ No. of Minorities (PTF) _____ No. of Females (PTS) \$ _____ Annual Payroll

XV. This Form Prepared By: <u>Mary Hawley 254-0674</u> Employee Relations Admin. <u>2-6-92</u> Type Name and Position      Signature      Date	XVI. Authorized Company Official: <u>M. Kondo, Treasurer 2-6-92</u> Type Title of Officer      Signature      Date
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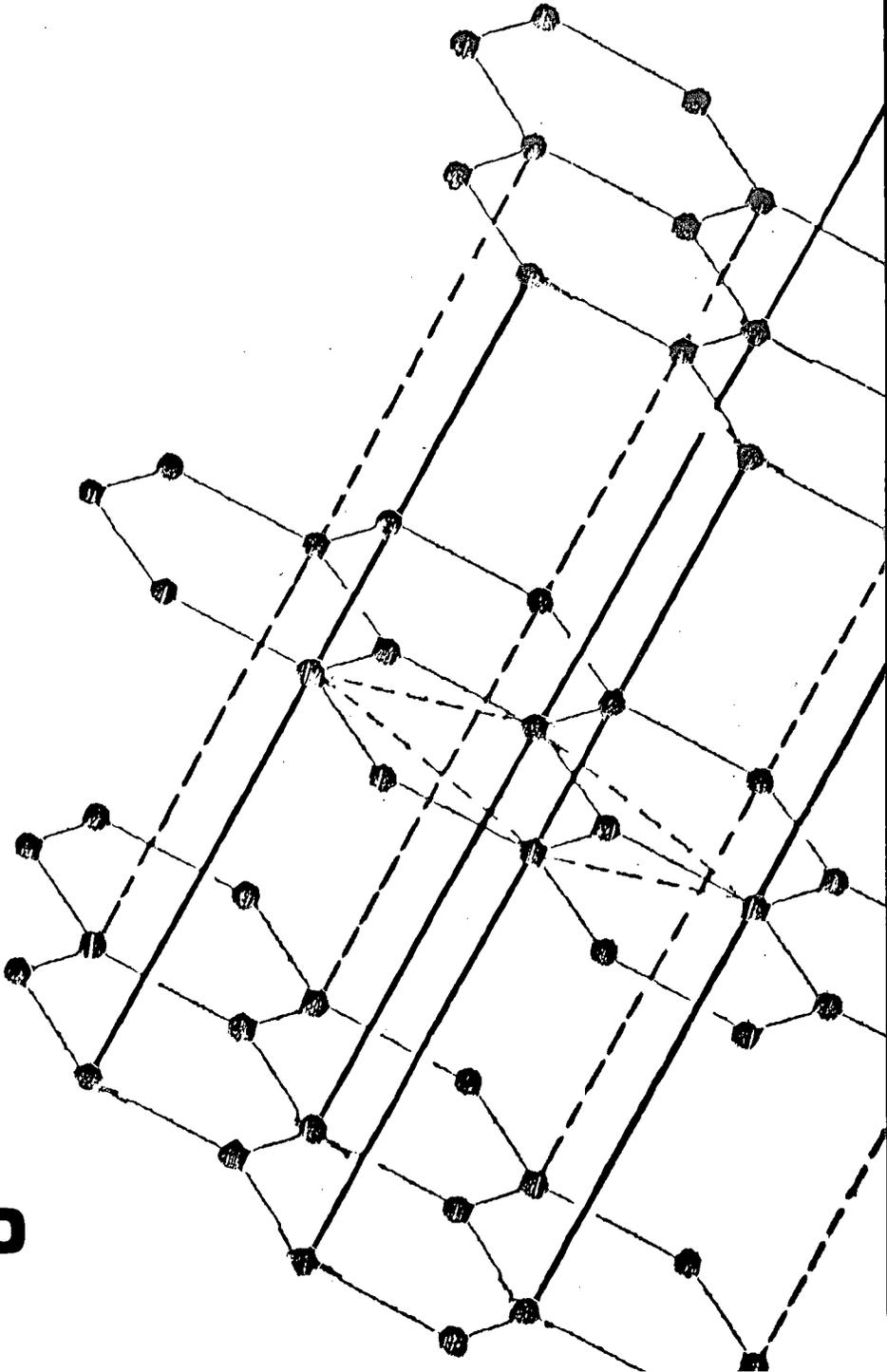
No further monies or other benefits may be authorized under this program unless this report is completed and filed as required by existing law and regulations.

963

COMMUNITY DEVELOPMENT

F. D. 11.08.255

# COMPANY GUIDE



**TOYO TANSO**

# **SOARING TO DEVELOPMENT OF NEW USES OF CARBON AND GRAPHITE**

For years carbon and graphite have been used in a wide range of industrial applications: brushes in vacuum cleaner motor and motorized kitchen appliances, water pump and air conditioner seals in automobiles and many others which are indispensable for the manufacture and operation of products we use daily. In recent years scientists and engineers have recognized the versatility of carbon and graphite and put its unique properties to work in high technology applications such as electronics, nuclear reactors and space craft are only a few. New applications are being discovered daily.

The broad technical and industrial utilization of carbon and graphite materials present the employees of Toyo Tanso Co., Ltd. with a challenge to stretch their creative abilities. Over the past ten years these people have responded by improving reliability and control of old materials, developing new improved particulate materials, specialty coatings and composites, as well as improving manufacturing process techniques.

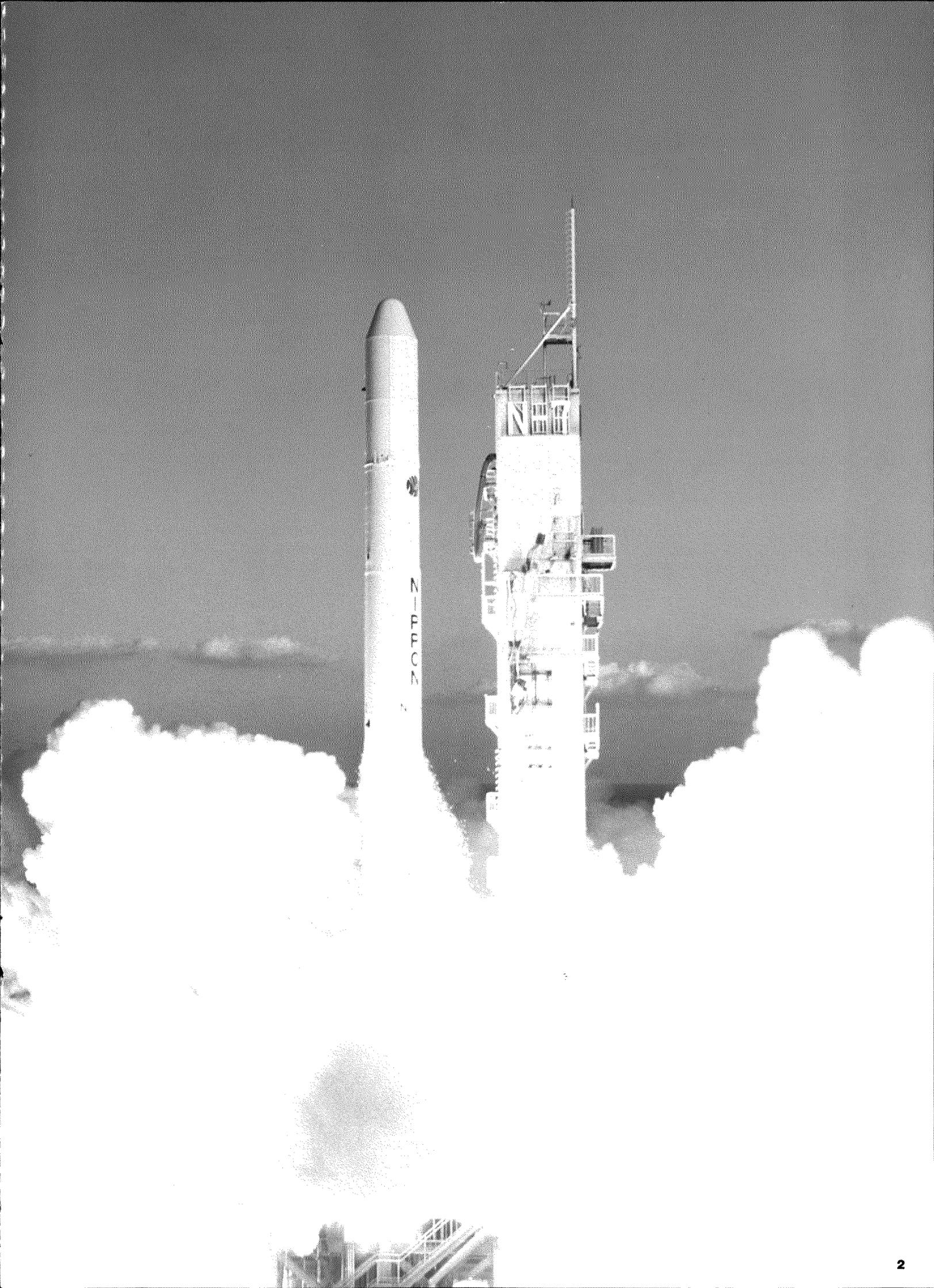
These advances represent the foundation from which future improved materials and processes can be developed. We intend to continue to listen and be responsive to the needs of our customers and their industries so that we can mutually solve technical problems thereby contributing to the improved quality of life for all.

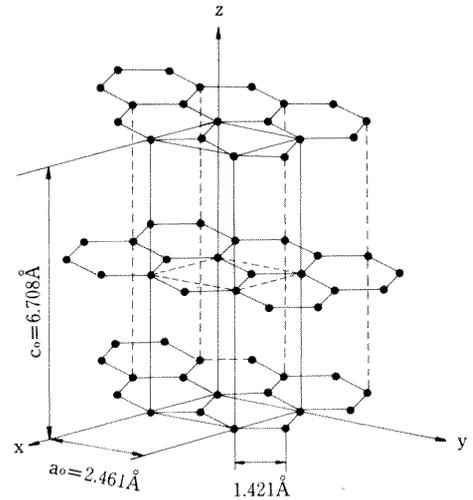
**CARBON'S  
FUTURES-I**

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# CARBON'S FUTURES-II



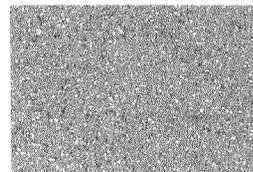
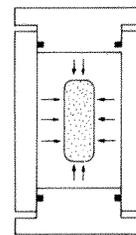


**RAW MATERIALS**

Carbon is an element abundantly available in nature in organic compounds. Treatment of natural occurring materials such as crude oil or coal result in the formation of petroleum coke or petroleum pitch and coal tar pitch coke or coal tar pitch. These materials serve as the basic filler and binder materials in the production of carbon and graphite materials. Toyo Tanso has developed special techniques to measure and control these raw material so the final products are as uniform and reproducible as possible. The name carbon or graphite is determined by the processing procedure. When the material is heated to a temperature less than  $2000^\circ\text{C}$ . it is referred to as carbon. As the temperature is increased, the properties and crystal structure of the material undergo a dramatic change and becomes what is referred to as artificial graphite. Special heating techniques permit temperatures to  $3000^\circ\text{C}$ . or heating in the presence of halogen gases or high vacuum. Toyo Tanso produces a wide range of carbon and graphite grades for general and special applications. A variety of materials are available for specific applications which have been treated with additives and impregnating resins. Our sales engineers will assist you in selecting a material most suited to your needs.

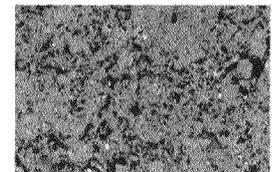
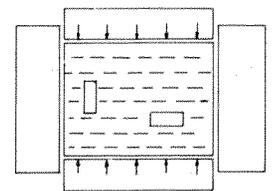
**ISOTROPIC GRAPHITE vs ANISOTROPIC GRAPHITE**

**ISOSTATIC PRESSING**



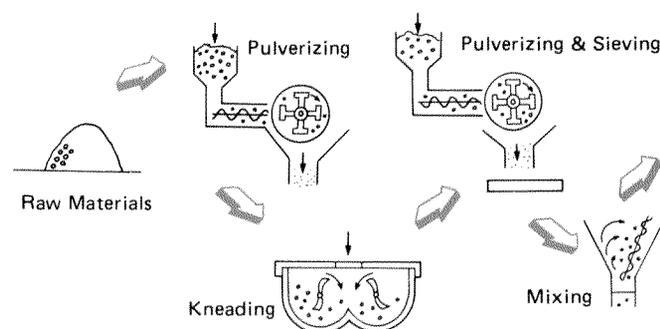
ISOTROPIC GRAPHITE

**CONVENTIONAL PRESSING**



ANISOTROPIC GRAPHITE

**Manufacturing Procedure**



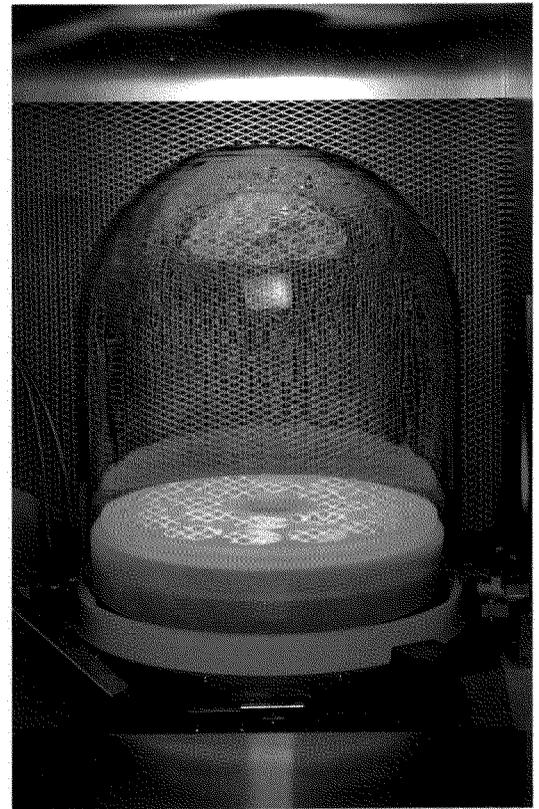
**CARBON,  
INFORMATION**



High temperature gas cooled multipurpose experimental nuclear reactor in JAERI

In 1974, in response to the requirements from the high technology industries of the world, Toyo Tanso Co., Ltd. produced the first large, fine grained, isotropic, high strength and density graphite in Japan. The success of these Toyo Tanso products earned the Japanese Meritorious Contribution Award from the Director of Science and Technology Agency in 1978. Other awards bestowed upon Toyo Tanso were the Invention Grand Prix in 1979 and the Commendatory Medal for Industrial Merit in 1982.

These highly refined graphite materials are helping to lead the revolution in technological innovations where energy development and materials of construction are shaping a new future. The design engineers involved with nuclear reactors, advanced medical equipment, rocket propulsion, semiconductor processes, fiber optics, electrical discharge machining and high temperature vacuum furnaces have utilized these new materials from Toyo Tanso to create new and improved designs. Older traditional users of Toyo Tanso products recognized the improved reliability and performance for traditional uses such as hot press dies, continuous casting dies, glass forming crucibles and laboratory equipment.



SiC coated susceptor for epitaxial growth processing

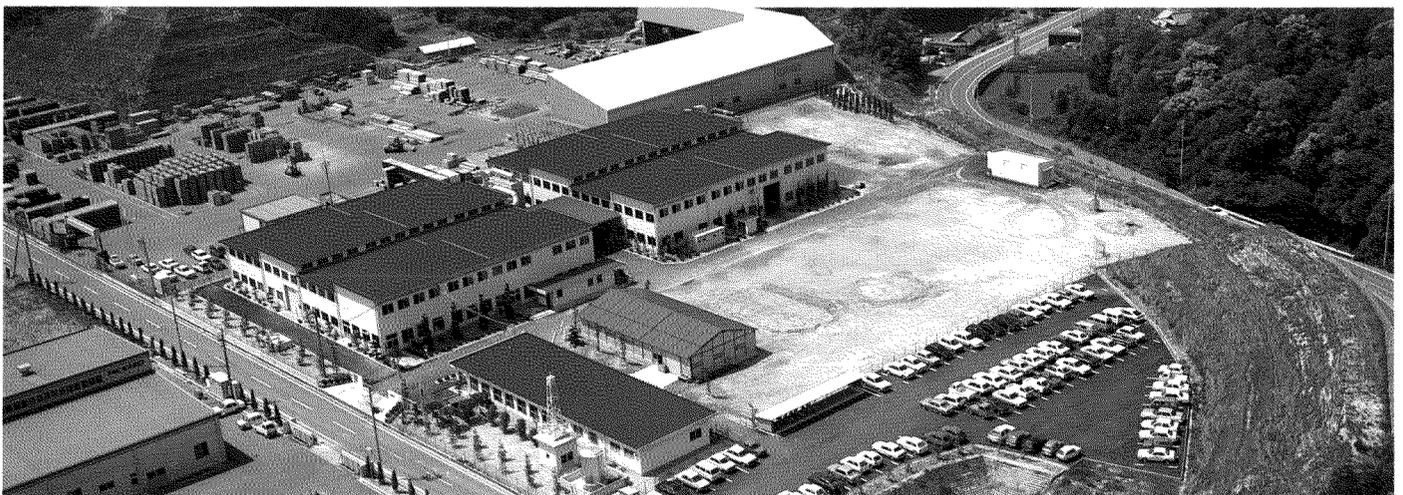


OHNOHARA PLANT



LABORATORY

HAGIWARA PLANT

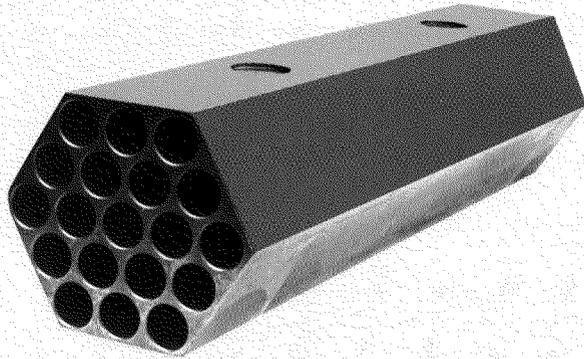


TOTANKAKO · SAITA PLANT

# Specialized Applications

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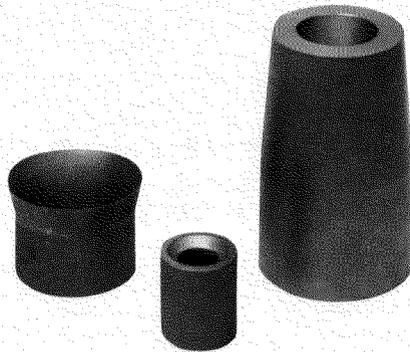
## Products for nuclear energy



Grade IG-110 has been successfully used as the core material for Japan's high temperature gas cooled multipurpose experimental nuclear reactor. (JAERI)

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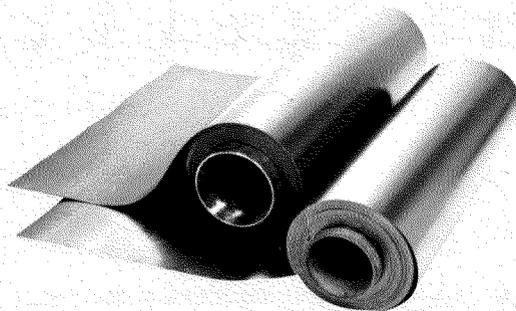
## Graphite for space applications



The consistent quality and uniform erosion characteristics and high thermal shock resistance of Grade IG11 and Grade IG15 have resulted in its use as rocket nozzle materials.

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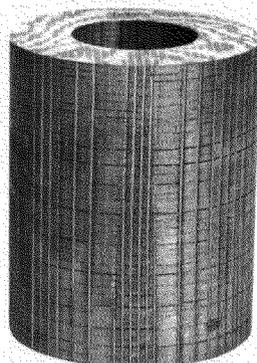
## Carbon sheets PERMA-FOIL®



Flexible graphite sheet is available in commercial purities for heat resistant automotive gaskets and chemical process industry packings. The high purity sheet can be fabricated into heat shields and furnace seal components for semiconductor processing.

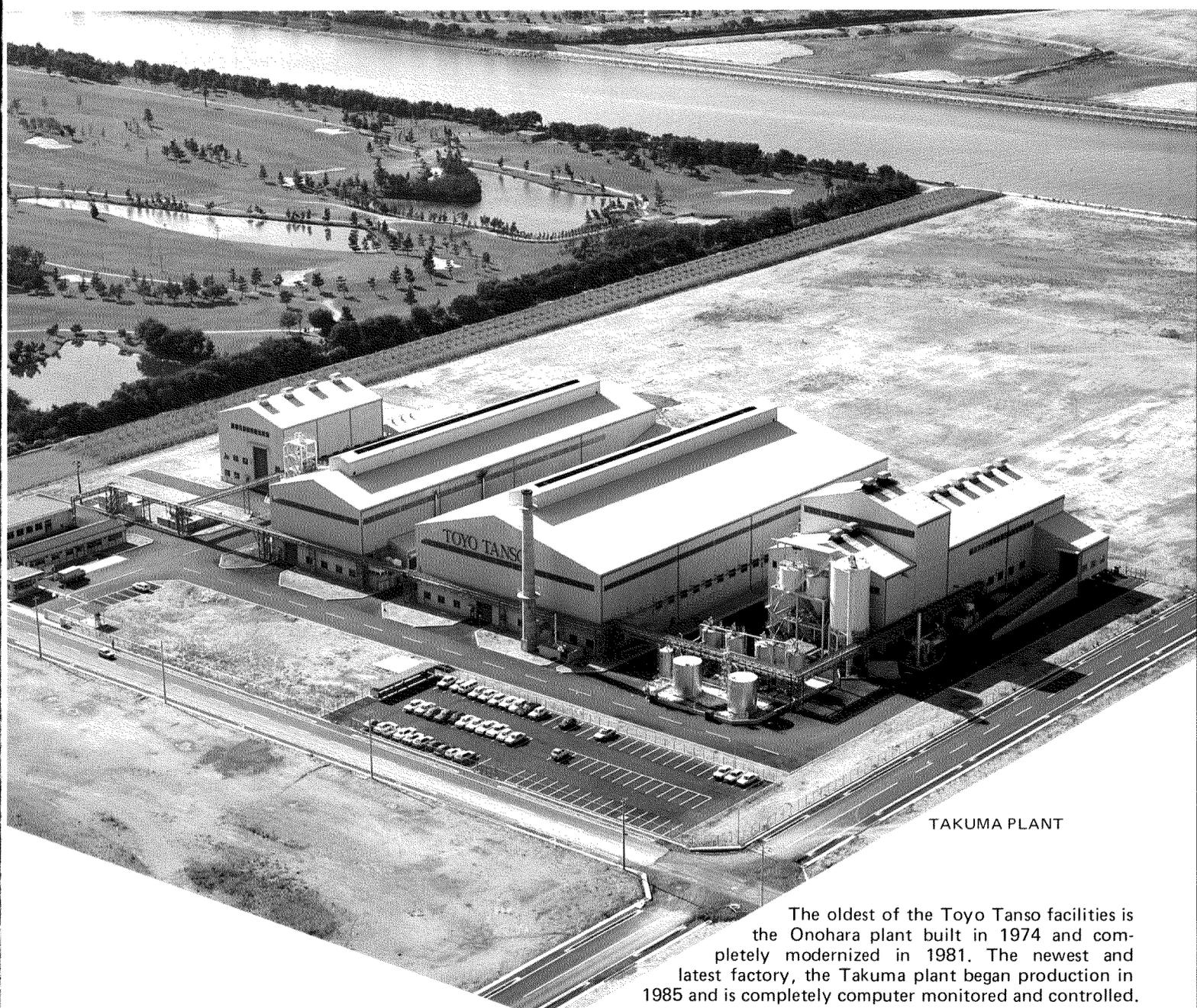
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## C/C composites



Sheets of graphite cloth, two dimension or three dimension weaves of graphite fibers can be fabricated into carbon/carbon fiber composite. These materials can be custom designed to utilize the inherent strength, expansion or directional characteristics for commercial products such as hot press dies, carbon brakes and furnace insulation.

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TAKUMA PLANT

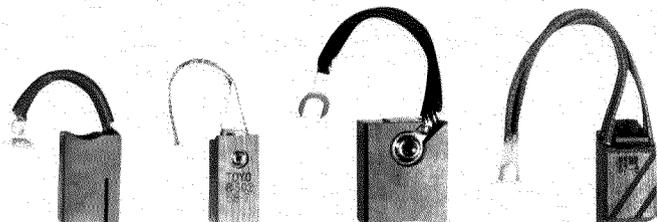
# THE GUIDE-I OF TOYO TANSO

The oldest of the Toyo Tanso facilities is the Onohara plant built in 1974 and completely modernized in 1981. The newest and latest factory, the Takuma plant began production in 1985 and is completely computer monitored and controlled. Both of these plants contain the latest equipment for controlling the production of fine grain graphite materials. The Totan Kako Co., Ltd. was established in 1981, when a new plant was built for the production of seals and brushes. The Hagiwara machine shop, originally built in 1981, was enlarged in 1985. Its graphite machining and inspection capabilities are upgraded as newer, more advanced equipment becomes available. From the manufacture of the raw materials to the production of the finished product, Toyo Tanso Co., Ltd. continually upgrades the capabilities of their plants to produce uniform products to meet the requirements of your applications for carbon and graphite materials and products.

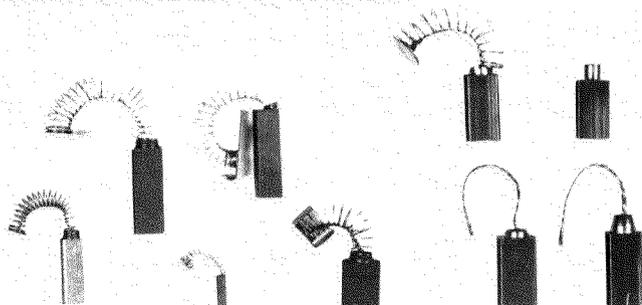
# Electrical Applications

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## Brushes for electrical machines (industrial and traction applications)

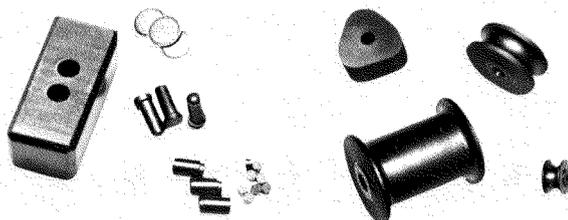


## Brushes for small electrical machines



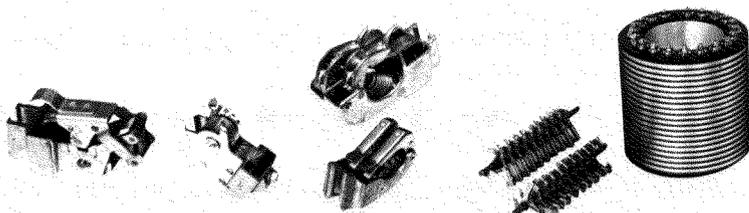
For many years Toyo Tanso has been a successful supplier of carbon and metallic carbon brushes for all brush applications. We maintain extensive research facilities for testing brushes under actual working conditions. We continually improve and develop materials that will be excellent in wear resistance, rectification performance and contact capacity. Our goal is to produce materials which will provide longer life and less variation in quality.

## Electrical contacts Trolley wheel



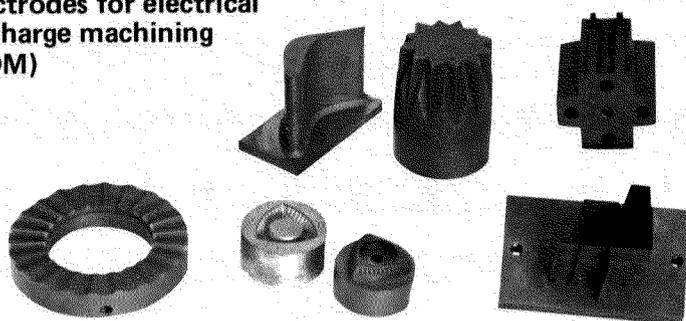
The distinctive features of graphite are utilized as current collectors for the sliders, wheels and shoes of trolley cars and cranes to exhibit an efficient current collecting capacity without doing damage to current carriers. Contact carbon serves as a variable resistance in combination with resistors for switching electrical circuits and controlling current voltage. Toyo Tanso can supply materials that have been proven in this area of application.

## Brush holders Sliprings



Brush holders are indispensable not only for brushes, but also for motor components. We have materials which have been field tested for many years in this application. Feeders and slip rings designed and manufactured by Toyo Tanso are widely used in every industrial circle.

## Electrodes for electrical discharge machining (EDM)



Toyo Tanso electrode materials, ISEM-2, ISEM-3, ISO-63 and ISO 88, feature a stable discharge, high machining speed and outstanding surface roughness of finished work. Our many years of supplying EDM electrodes is your assurance of proven products.

**■ ELECTRICAL APPLICATIONS**

We have had many years experience in the manufacture of brushes for large industrial motors and the small brushes used in motors for vacuum cleaners, power tools, kitchen appliances and many more specialized types of motor brushes. We produce high strength, fine grained materials suitable for EDM electrodes used in machining forging dies, die casting, plastic molding dies and those required for machining complex shapes for the aircraft and aerospace industries.

**■ METALLURGICAL APPLICATIONS**

Toyo Tanso has a range of materials suitable for a variety of continuous casting die applications. We have developed special grades with controlled and uniform thermal conductivity to permit copper alloy manufacturers to cast for long period of time under stable operating conditions. Our high strength, high thermal conductivity products for hot pressing dies have proven very successful for our customers. The high strength, low thermal expansion and high purity of our commercial grades is suitable for furnace parts, heating elements, hearths and brazing fixtures. Our technical service people can offer suggestions on the grades of graphite to be tried for improving performance in individual applications.

**■ MECHANICAL APPLICATIONS**

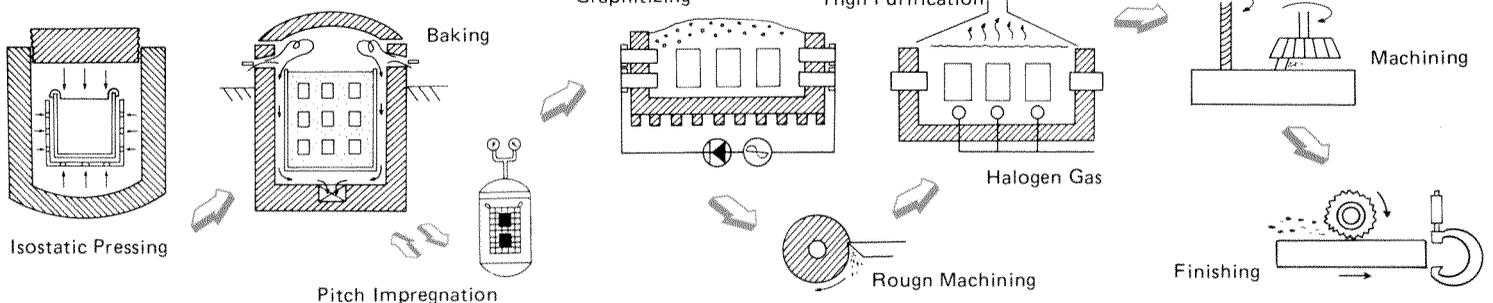
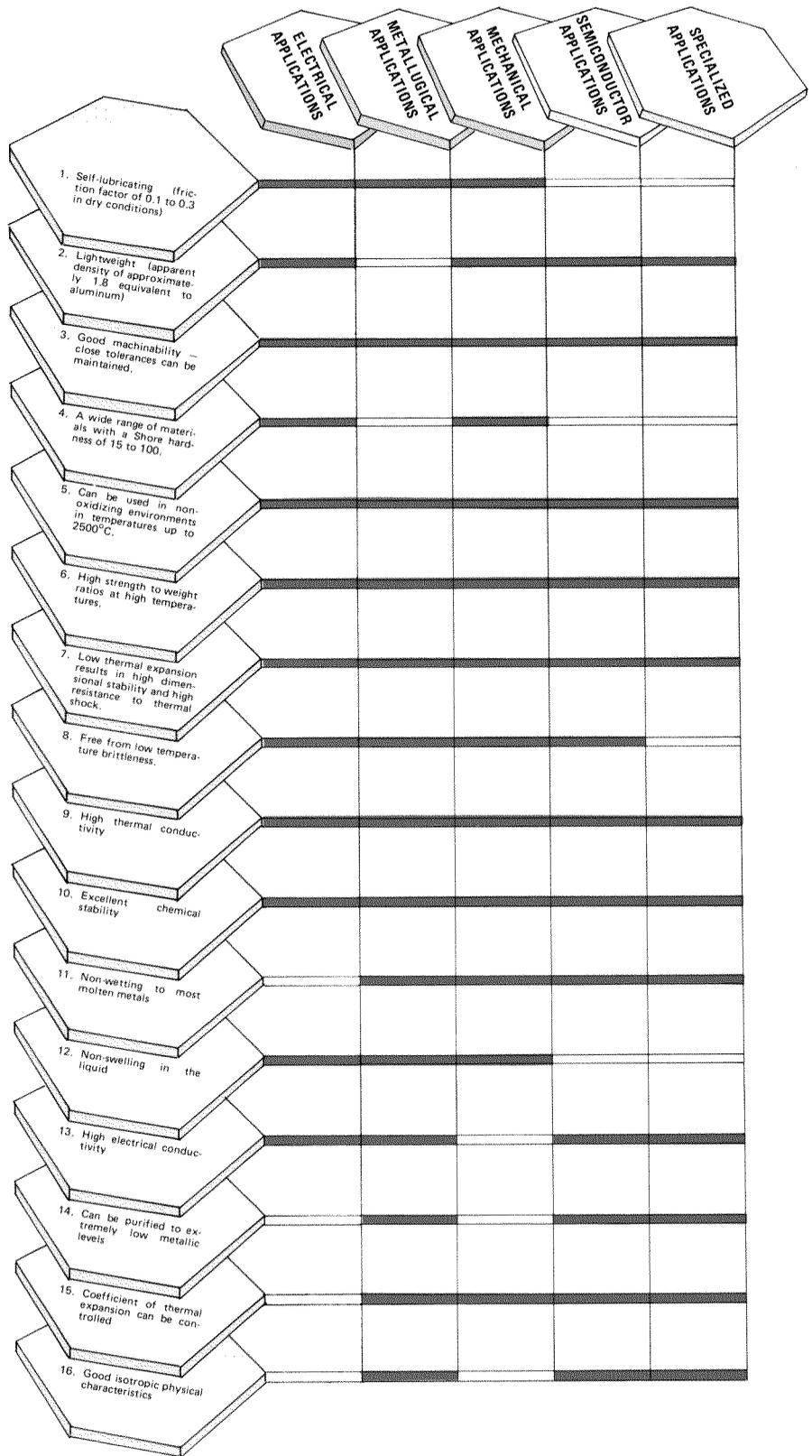
Graphite, because of its self-lubricating ability and resistance to abrasion, heat and chemical attack is widely used as a seal face. For many years we have produced graphite for seal faces, rod packings, piston rings, oil-less rotary compressor vanes and bearings. Our products consist of low cost, molded-to-size resin bonded parts, machined and impregnated parts and pressure tight, resin free, sintered carbons called TUG. Base raw materials, resin binders, resin or metal impregnates and manufacturing techniques are custom developed to yield long life performance under a wide variety of operating conditions. Our engineers can suggest materials for your verification performance.

**■ SEMICONDUCTOR APPLICATIONS**

This is the field of application where high-density, high purity products can exhibit their true merit. High purified materials IG-110 or IG-710 (less than 10 ppm) can be used as heaters and crucibles for silicon crystal pulling as well as jigs and fixtures for semiconductor production. Our fine grained, CTE controlled materials SIC-6 and SIC-12 are manufactured by silicon carbide coating on the surface. These SiC coated susceptors are used in epitaxial growth process of silicon wafer.

**■ SPECIALIZED APPLICATIONS**

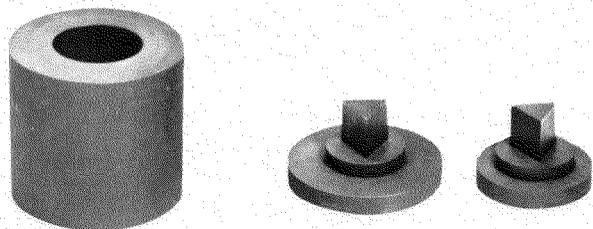
Toyo Tanso Co., Ltd. has developed and uses many grades of graphite for highly specialized and proprietary end uses. We will create a material to fulfill your needs. Many of our materials have multipurpose uses, an example is IG-11. It is a high density, isotropic, high strength material ideal for high temperature gas furnace cores. Rocket nozzles demand a material which has excellent resistance to thermal shock and erosion, grades IG-11 and IG-15 have proven successful in this application. Also we newly developed 2 dimensional carbon and carbon fiber composite products.



# Metallurgical Applications

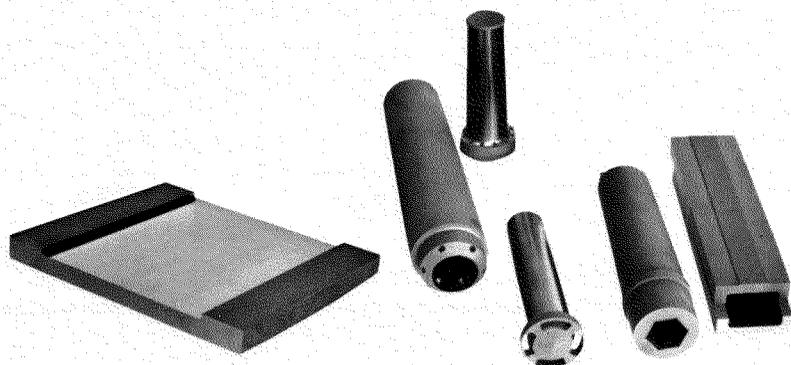
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## Hot pressing dies



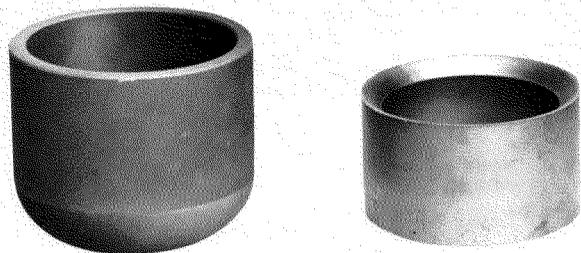
Graphite is widely used as a die material for molding and sintering super hard alloys, cermets and diamond tools. These dies are either inductively or radiantly heated.

## Dies for continuous casting



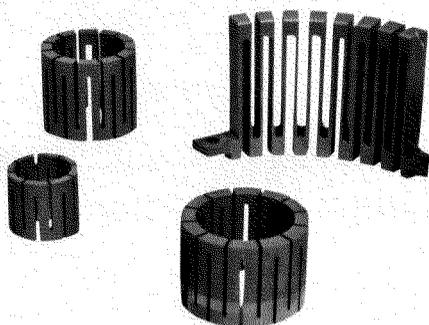
Continuous casting dies demand an isotropic fine grained graphite to produce a high quality product. Our grades IG11 and IG15 are such materials, assuring uniform heat dispersion, high strength and long die life.

## Aluminum vapor deposition crucibles



Toyo Tanso produces crucibles for either high frequency or resistance heating aluminum vapor deposition. Grade VD30 is produced to meet the requirements of this application and has earned wide success.

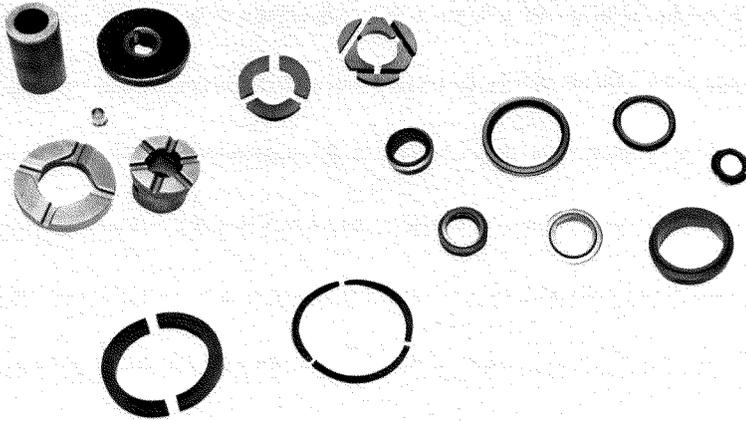
## Heating elements



Toyo Tanso has developed tube, plate and bar materials for heating elements which will meet high temperature requirements exceeding 1500°C. The high purity and high density graphite materials that are demanded for the manufacture of optical fibers are also available and have proven their reliability in this application.

# Mechanical Applications

Mechanical seals Bearings Packings Carbon blades (Vaness)

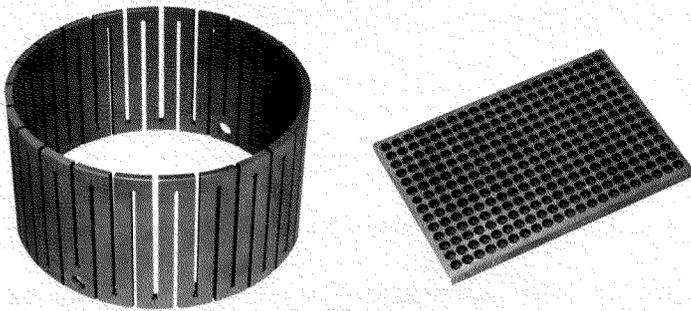


A wide range of products have been developed which utilize the self-lubricating and chemical resistance of graphite: bearings for use in dryers, canned motor pump, submersible pumps, flow meters and chemical pumps, vanes for rotary vacuum pumps, rotary compressors and flow meters, piston rings and rod packings.

Seal rings are sometimes limited by the temperature capability of the impregnating resin or binder resin. Toyo Tanso has developed a material called TUG. This material is specially formulated so parts may be molded to size. TUG is a material which has proven extremely successful in other applications where temperature and chemical attack is a concern such as for carcooler, water pumps, etc.

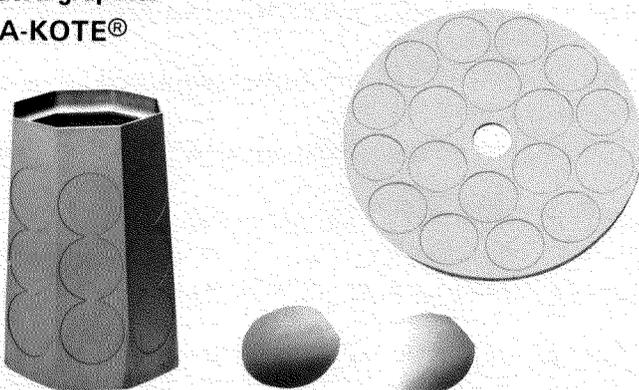
# Semi-conductor Applications

High purity, high density graphite for refractory applications



Toyo Tanso has developed materials suited to the needs of the semiconductor industry. Our high purity and fine grained grade IG-110 has widely used in this field successfully heaters and crucibles for silicon mono-crystal pulling, jigs and fixtures for semiconductor productions, crucibles and boats for fusing of semiconductor materials in the furnace. We can controll the impurities of such products under 10 ppm.

SiC coated graphite  
PERMA-KOTE®



Toyo Tanso has developed a substrate graphite upon which silicon carbide can be deposited. The products are machined and then put through the Perma-Kote process. Perma-Kote materials are widely used as epitaxial susceptors but the combination of graphite machinability and silicon carbides oxidation and wear resistance has found application outside of semiconductor processing.

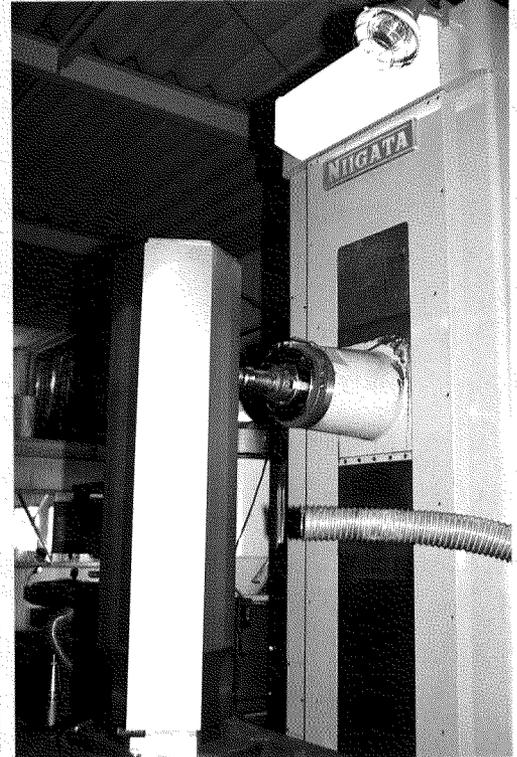
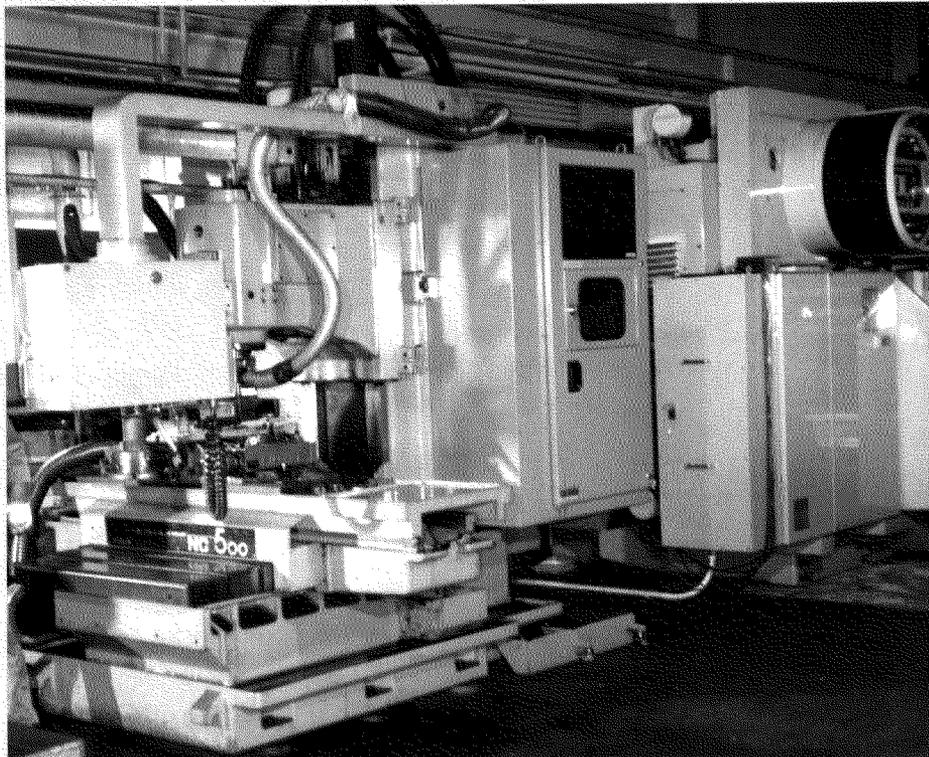
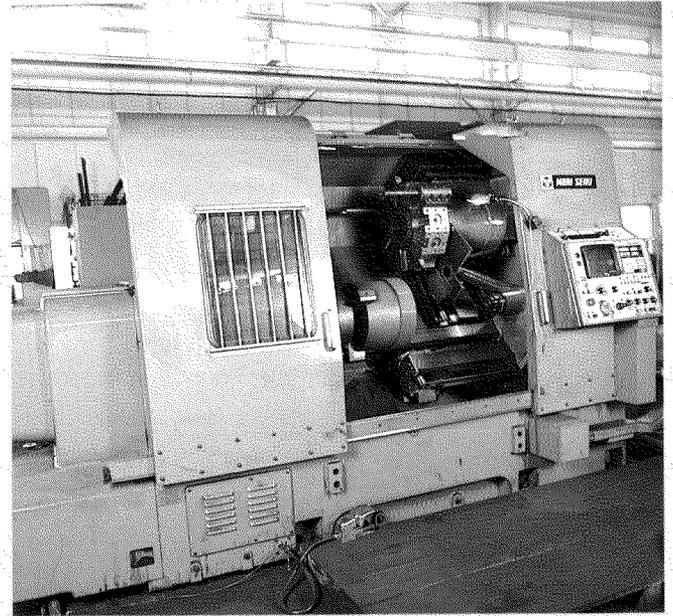
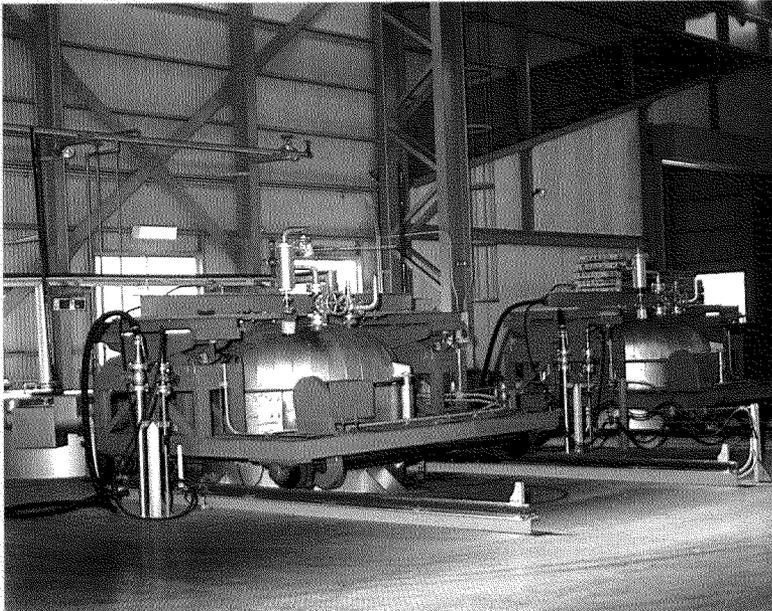
# MAIN FACILITIES & EQUIPMENTS

## OHNOHARA PLANT/R&D DEPT.

Jaw Crusher  
 Pulverizers  
 Ultra Fine Pulverizer  
 Classifiers  
 Sieving Machines  
 Blenders  
 Kneaders  
 Hydraulic presses  
 Isostatic Presses  
 Batch Furnaces  
 Continuous Furnaces  
 Tunnel Kiln  
 Graphitizing Furnaces  
 Purifying Furnaces  
 Coating Reactors  
 Grain Size Analyzer  
 Mercury Porosimeter  
 Scleroscope Hardness Tester  
 Universal Testing Machines  
 Charpy's Impact Strength Tester  
 Young's Modulus Measuring Apparatus  
 Electrical Resistivity Measuring Apparatus  
 Thermal Conductivity Measuring Apparatus  
 CTE Measuring Apparatus  
 Polarizing Microscope  
 Stereoscopic Microscope  
 Scanning Electron Microscope  
 X-ray Diffractometer  
 Thermogravimetric Analyzer  
 Thermomechanical Analyzer  
 Friction and Wear Measuring Apparatus  
 Sulfur Determinator  
 Laser-flash Thermal Diffusivity measuring Apparatus  
 Instron Material Testing Machine  
 Ultrasonic Flaw Detector

## HAGIWARA PLANT

Band Saw Machines  
 Cutting Grinders  
 NC Lathes  
 Milling Machines  
 NC Milling Machines  
 Profile Milling Machine  
 Duplex Head Grinders  
 Machining Centers  
 Radial Boring Machine  
 Lapping Machines  
 Parallel Surfaces Honing Machines  
 Resin Impregnating Equipments  
 Metal Impregnating Equipments  
 Ultrasonic Cleaners  
 Tool-maker's Microscope  
 Three Dimensional Measuring Apparatus  
 Surface Roughness Measuring Apparatus

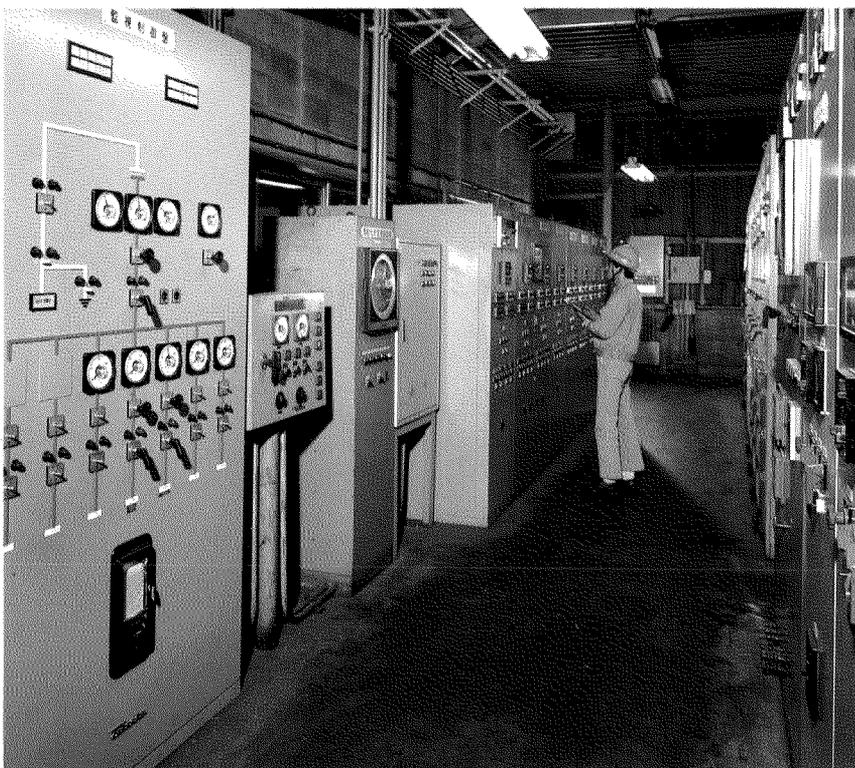
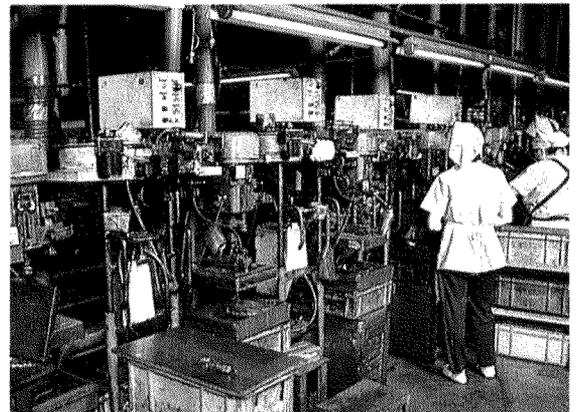
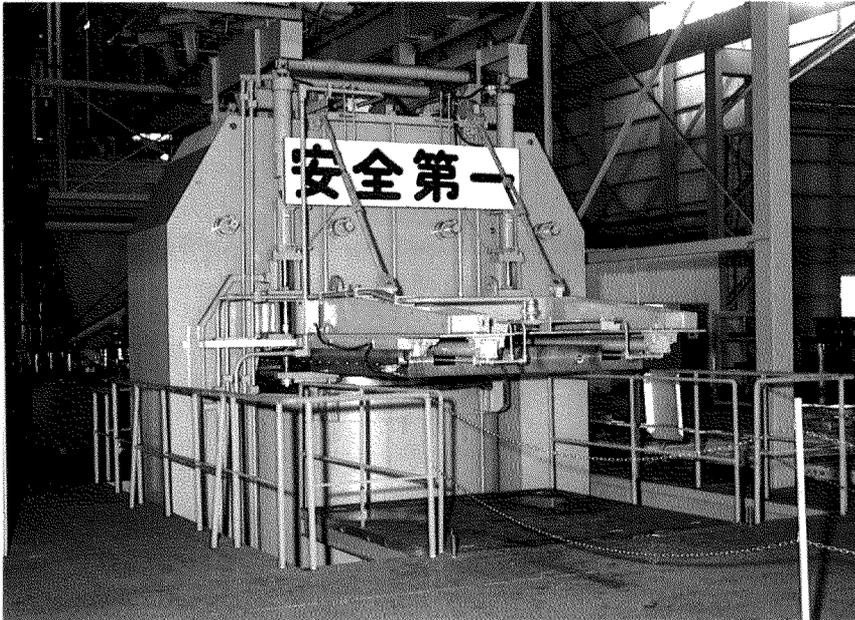


## TAKUMA PLANT

Silos  
Pulverizers  
Ultra Fine Pulverizer  
Classifiers  
Sieving Machines  
Blenders  
Kneaders  
Isostatic Press  
Continuous Furnaces  
Graphitizing Furnaces  
Purifying Furnaces

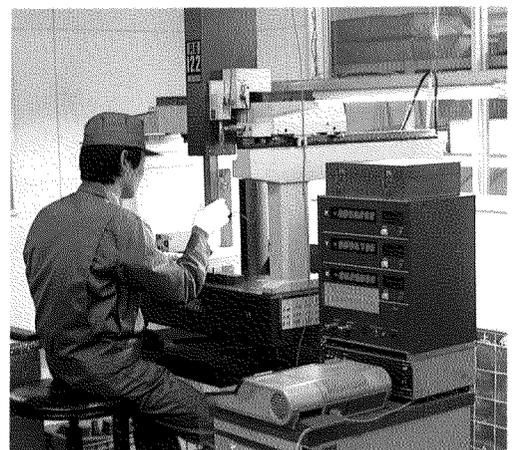
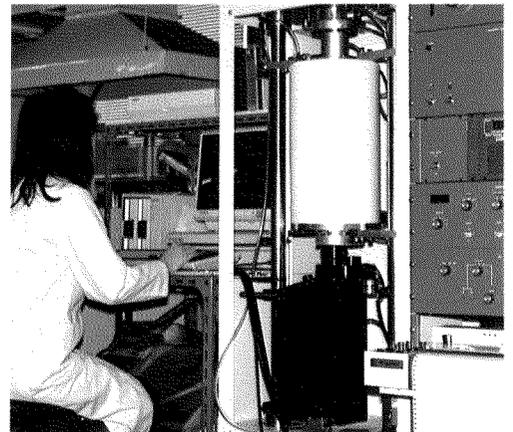
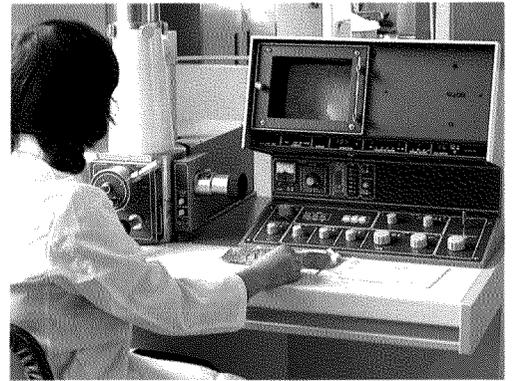
## TOTANKAKO

Pulverizers  
Blenders  
Sieving Machines  
Heavy Duty Mixer  
Mixing Roll  
Automatic Forming Machines  
Drying Ovens  
Continuous Sintering Furnace  
Cutting Grinders  
Sizing Grinders  
Automatic Grinders  
Automatic Boring Machines  
Automatic Ramming Machines  
Engraving Machines  
Spot Welders  
Spring Tester  
Connection Resistance Measuring Apparatus  
Universal Testing Machines  
Three Dimensional Measuring Apparatus

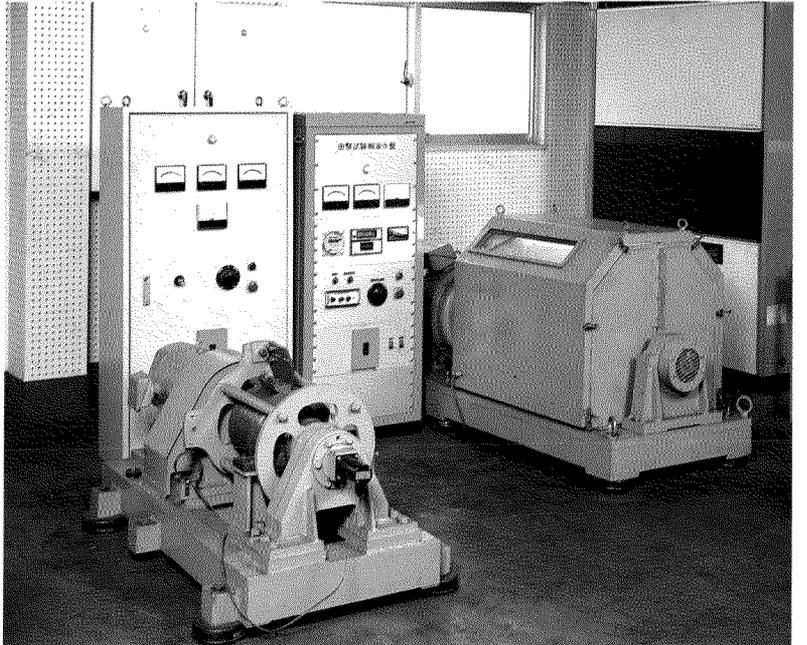
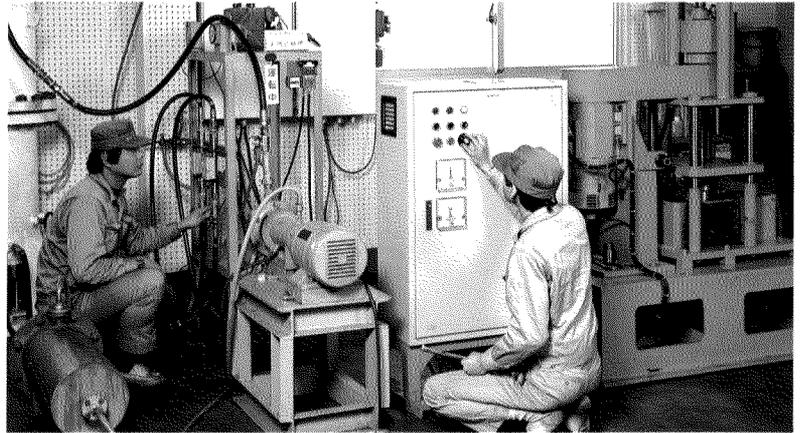
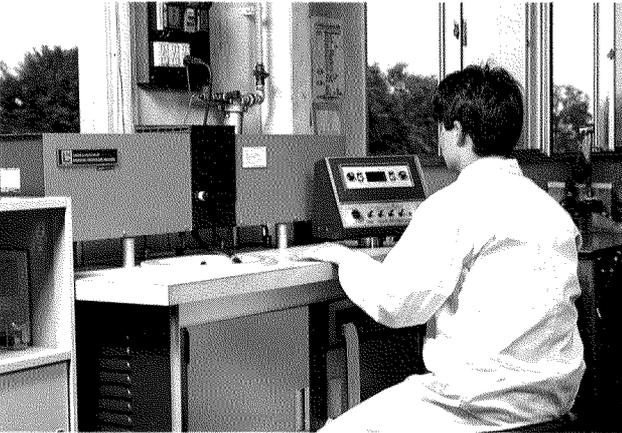
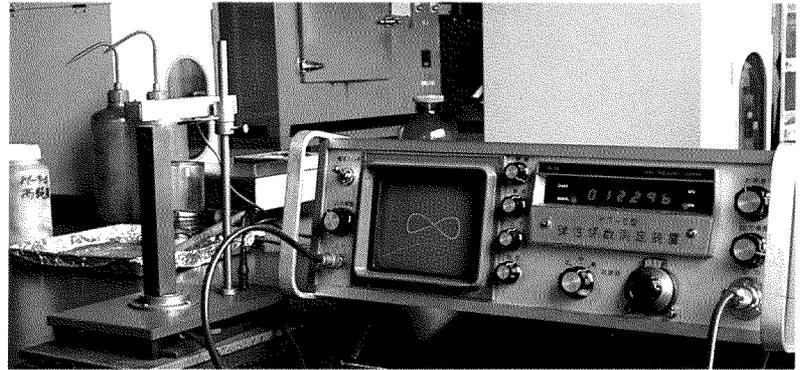
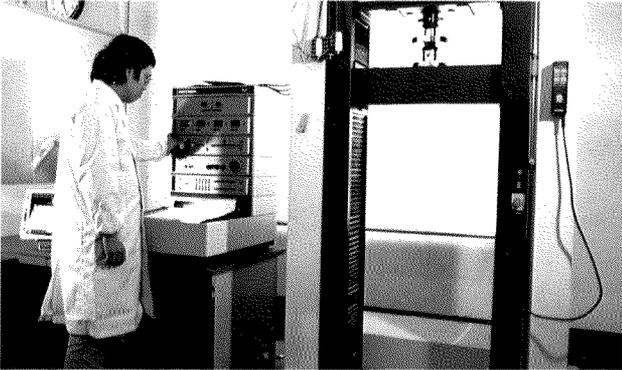




The key to our development of new materials are the needs of our customers. Since its beginning, Toyo Tanso has responded by maintaining an extensive research and development facility staffed by multilingual technicians. This staff has been responsible for the development of new techniques in the manufacture, control and inspection of graphite materials.



RESEARCH AND DEVELOPMENT  
**THE GUIDE-II**  
**OF**  
**TOYO TANSO**





## SALUTATION

"Let us manufacture products which comply with the needs of our customers and a company in which our customers can have complete trust." This is my management policy.

In order for us to attain this goal, I undertake the task of teaching our employees to be united so that they may whole-heartedly put themselves in the customers place. Each one with his originality and ingenuity will produce products which give entire service and satisfaction to the customer. I also keep in mind that not only manufacturing technicians are required, but that I must also train a sales staff with the knowledge required to respond and comply to the needs of the customer.

As a devoted manufacturer of carbon and graphite products we will continue to develop and maintain top-level techniques in this field. In this connection we hope you will continue to encourage and patronize us in the years ahead.

Teruhisa Kondo

President

## PROFILE

**Foundation:** February 11, 1941  
**Company's establishment:** July 31, 1947  
**The president:** Teruhisa Kondo  
**Capitalized at:** ¥65 million (Authorized capital: ¥160 million)  
 Approx. ¥10 billion

**Annual gross sales:**  
**Line of business:**

- Manufacturing and selling
  - Electrical machine applications
    - Carbon brushes, brush holders, EDM-electrodes, heaters, current collectors, electric contacts.
  - Mechanical applications
    - Bearings, bushings, packing rings.
  - Metallurgical applications
    - Materials for semiconductor production, continuous casting nozzles, dies, crucibles, heaters.
  - Speciality applications
    - Nuclear graphites, graphite materials for rocket nozzles, carbon sheets.

## HISTORY

**February, 1941** Teruo Kondo (present chairman of the board of the directors) founded "the Kondo Carbon Kogyosho (Factory)" in Osaka at present location of the company's head office, and commenced the manufacturing and selling of the electric carbon brushes. At the wartime it supplied war materials as an approved factory for the Ministry of Navy.

**July, 1947** Reorganized into a joint-stock company, company's name changed to "the Kondo Carbon Kogyo Kabushikikaisha. (Manufacturing Co., Ltd.)"

**October, 1949** Further renamed to "TOYO TANSO Co., Ltd.", the capital being increased to ¥one million.

**February, 1961** Constructed Shikoku Factory at Kanonji City, Kagawa Pref. planned to promote automatic brush cutting and finishing.

**April, 1962** Established Research Laboratory at Osaka Factory.

**September, 1969** Constructed a graphitization plant at Osaka Factory (the first DC graphitization system in our country).

**February, 1972** Newly built a machining shop for EDM-electrodes at Osaka Factory.

**May, 1973** Capital increased to ¥22 million.

**March, 1974** Newly built Onohara Plant of the most up-to-date style at Onohara-cho, Kagawa Pref., planned to manufacture large sized carbon blocks and strengthen mass production system.

**October, 1976** Capital increased to ¥40 millions.

**February, 1976** Capital increased to ¥56 millions.

**July, 1979** Research Laboratory ward completed.

**April, 1980** Capital increased to ¥65 millions.

**May, 1980** Built TOTAN KAKO Co., Ltd.

**September 1981** Built Hagiwara Plant.

**November, 1981** Started production and sale of SiC coated graphite "PERMA-KOTE".

**February, 1985** Built new plant of TOTANKAKO Co., Ltd.

**July 1985** Built Takuma Plant.

# THE HISTORY OF TOYO TANSO

# TOYO TANSO CO., LTD.

## HEAD OFFICE

7-12, 5-CHOME, TAKESHIMA, NISHIYODOGAWA-KU,  
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FAX: (06) 471-0448

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5530 N.E. 122ND. AVENUE PORTLAND OREGON  
97230 USA  
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## PARIS OFFICE

Z.I. (ZONE INDUSTRY) DU MARET  
RUE GASTON MONMOUSSEAU  
78190 TRAPPES, FRANCE  
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5-32, 1-Chome, Yushima Bunkyo-ku, Tokyo  
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#### ● NAGOYA OFFICE

16-16, 4-Chome, Ohsu Naka-ku, Nagoya  
TEL: (052) 264-4095 FAX: (052) 264-4097

#### ● HIROSHIMA OFFICE

2-29, Kami-Ohsuga-Cho Higashi-ku, Hiroshima  
TEL: (082) 261-3761 FAX: (082) 262-7633

#### ● KYUSHU OFFICE

9-11, 2-Chome, Hakataeki minami Hakata-ku, Fukuoka  
TEL: (092) 481-0731 FAX: (092) 481-0733

#### ● HOKURIKU OFFICE

72, Hongo-Shin, Toyama  
TEL: (0764) 24-0233 FAX: (0764) 24-6316

#### ● TOHOKU OFFICE

4-25, 4-Chome, Teraoka Izumi-City, Miyagi  
TEL: (022) 378-4777 FAX: (022) 378-4777

#### ● SHIKOKU OFFICE

2181-2, Ohaza Nakahime Ohnohara-Cho Mitoyo-Gun,  
Kagawa  
TEL: (0875) 54-2626 FAX: (0875) 54-4761

### (PLANTS)

#### ● OHNOHARA PLANT

2181-2, Ohaza Nakahime Ohnohara-Cho Mitoyo-Gun,  
Kagawa  
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#### ● HAGIWARA PLANT

850, Ohaza Hagiwara Ohnohara-Cho Mitoyo-Gun, Kagawa  
TEL: (0875) 54-2535 FAX: (0875) 54-4762

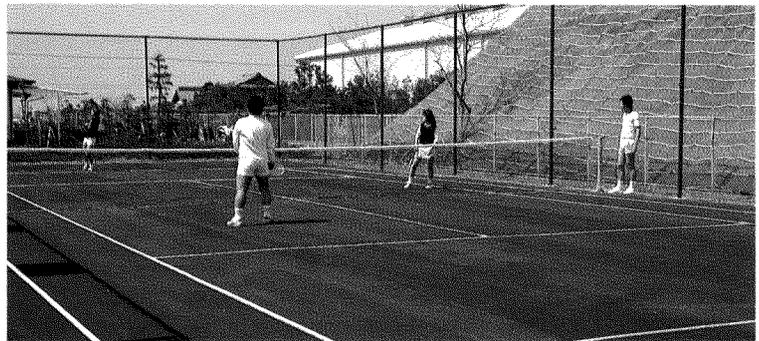
#### ● TAKUMA PLANT

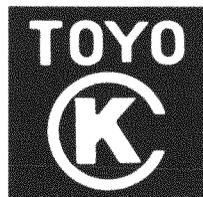
2791, Aza Mizude Ohaza Matsuzaki Takuma-Cho,  
Mitoyo-Gun, Kagawa  
TEL: (0875) 83-6171 FAX: (0875) 83-6346

### (SUBSIDIARIES)

#### ● TOTANKAKO CO., LTD (JAPAN)

1335-22, Kami-Miyasaka Saita Saita-Cho Mitoyo-Gun,  
Kagawa  
TEL: (0875) 83-6171 FAX: (0875) 54-4762





## **TOYO TANSO CO., LTD.**

### **HEAD OFFICE**

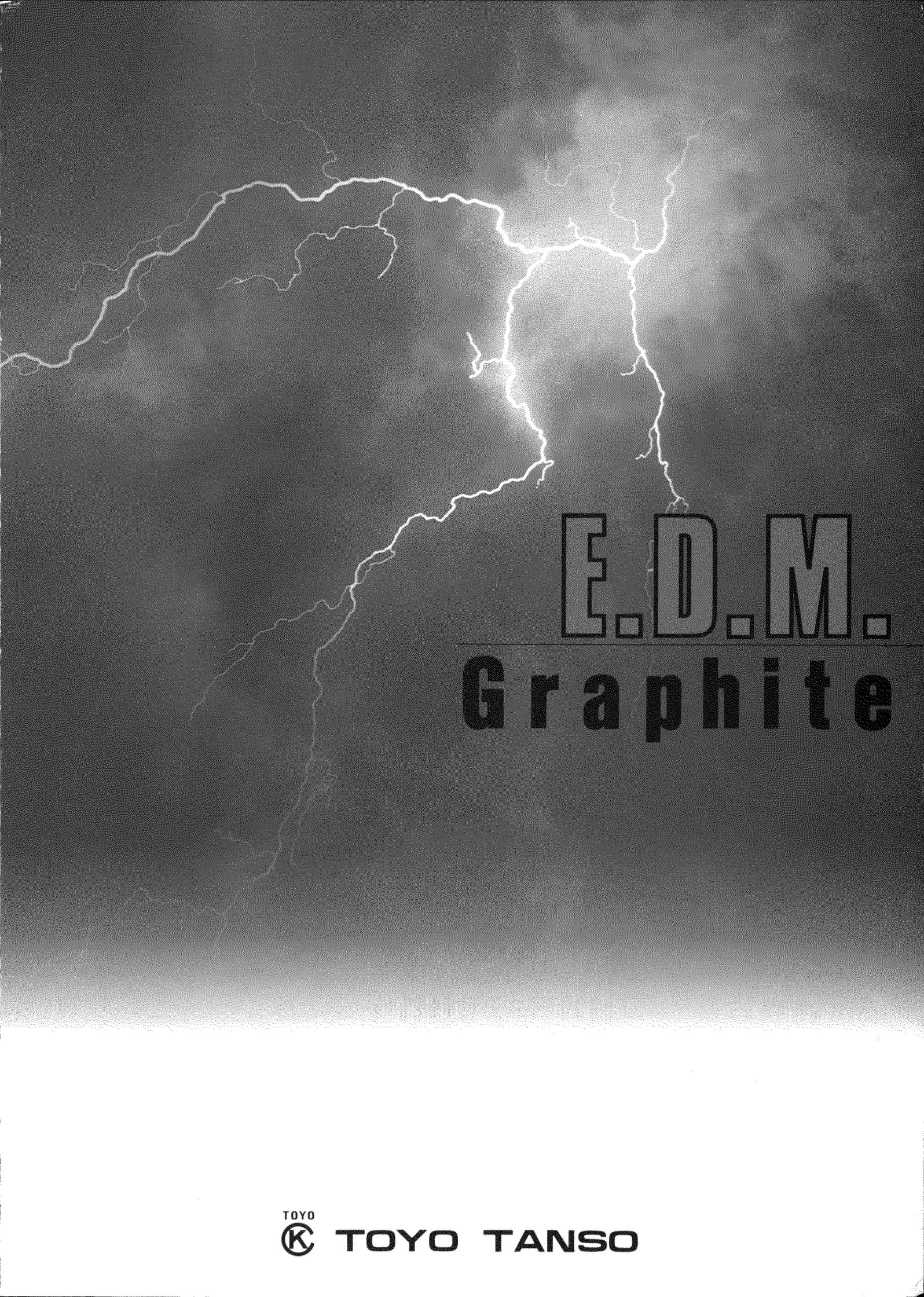
7-12, 5-CHOME, TAKESHIMA, NISHIYODOGAWA-KU, OSAKA 555, JAPAN  
TEL: (06) 472-3776 TELEX: 524-8177 FAX: (06) 471-0448

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TEL: 01-30663535 FAX: 01-30663169



**E.D.M.**  
**Graphite**



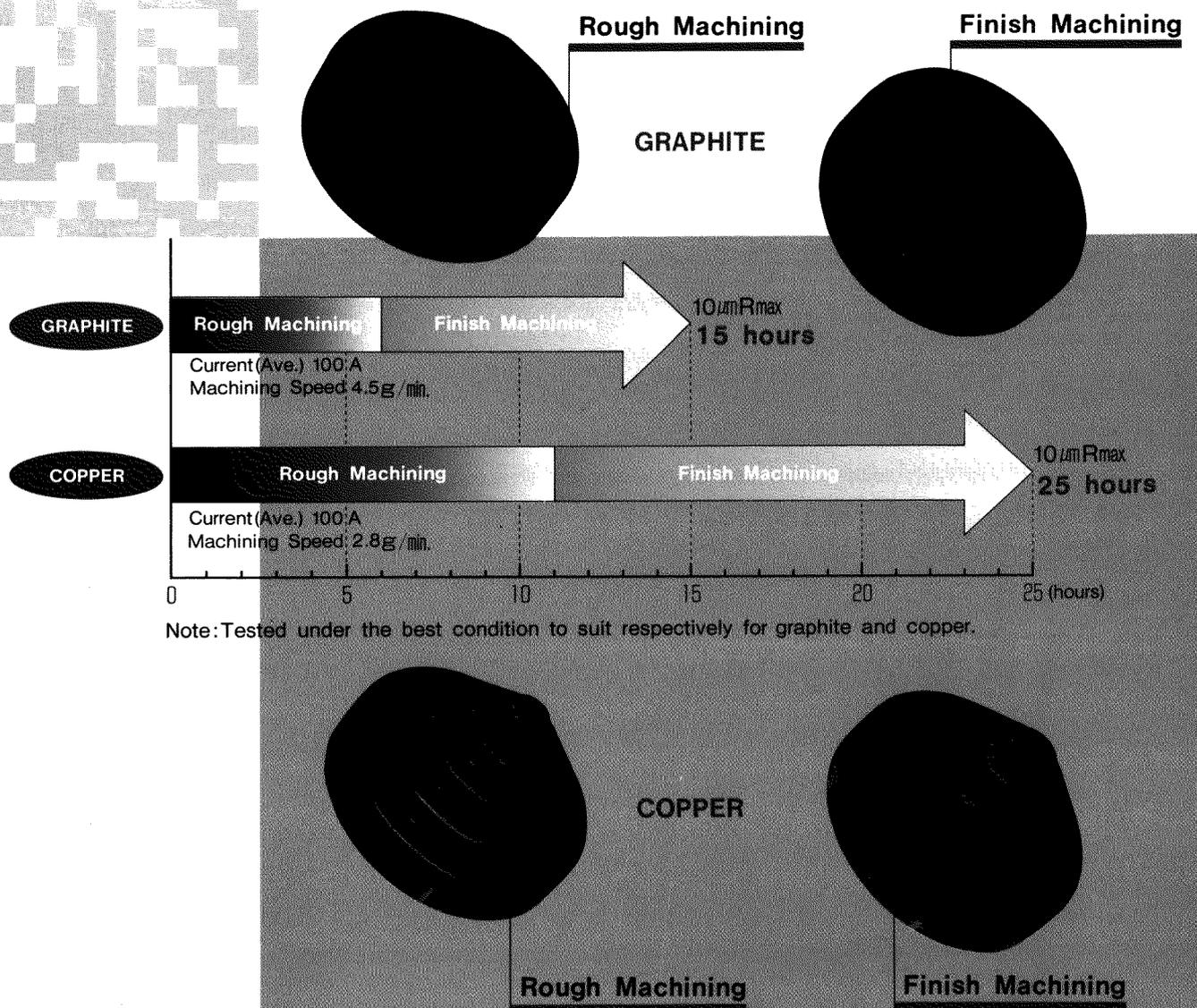
**TOYO TANSO**

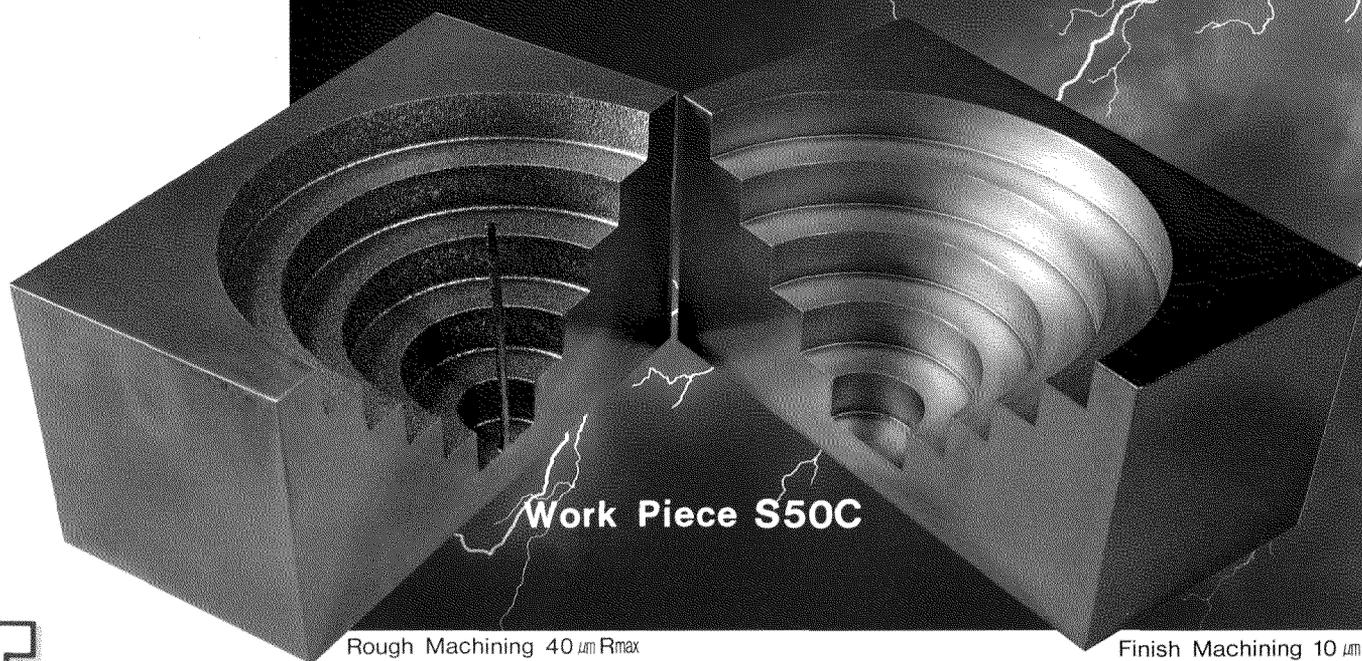
# Advantages of Toyo Tanso EDM Graphite

(When compared with copper)

<b>Lower Electrode Wear</b>	$\frac{1}{3}$ to $\frac{1}{10}$ that of copper
<b>Quicker EDMing Speed</b>	1.5 to 3 times quicker than copper
<b>Better Machinability of Electrodes</b>	Cutting resistance is $\frac{1}{10}$ that of cast iron.
<b>Lighter Weight</b>	$\frac{1}{5}$ the weight of copper. Therefore, large electrodes are possible.
<b>Higher Heat Resistance</b>	Sublimation temperature 3650°C Graphite does not soften at high temperature as copper does.
<b>Lower C. T. E.</b>	4 times lower than copper creating greater precision.
<b>Adhesive Property</b>	Instant adhesive cement can be used. (Conductive cement is more suitable.)

# Characteristics of Toyo



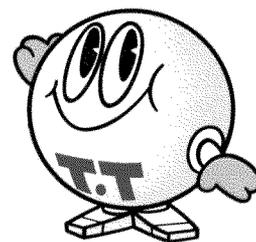


Rough Machining 40  $\mu\text{m}$  Rmax

Finish Machining 10  $\mu\text{m}$  Rmax

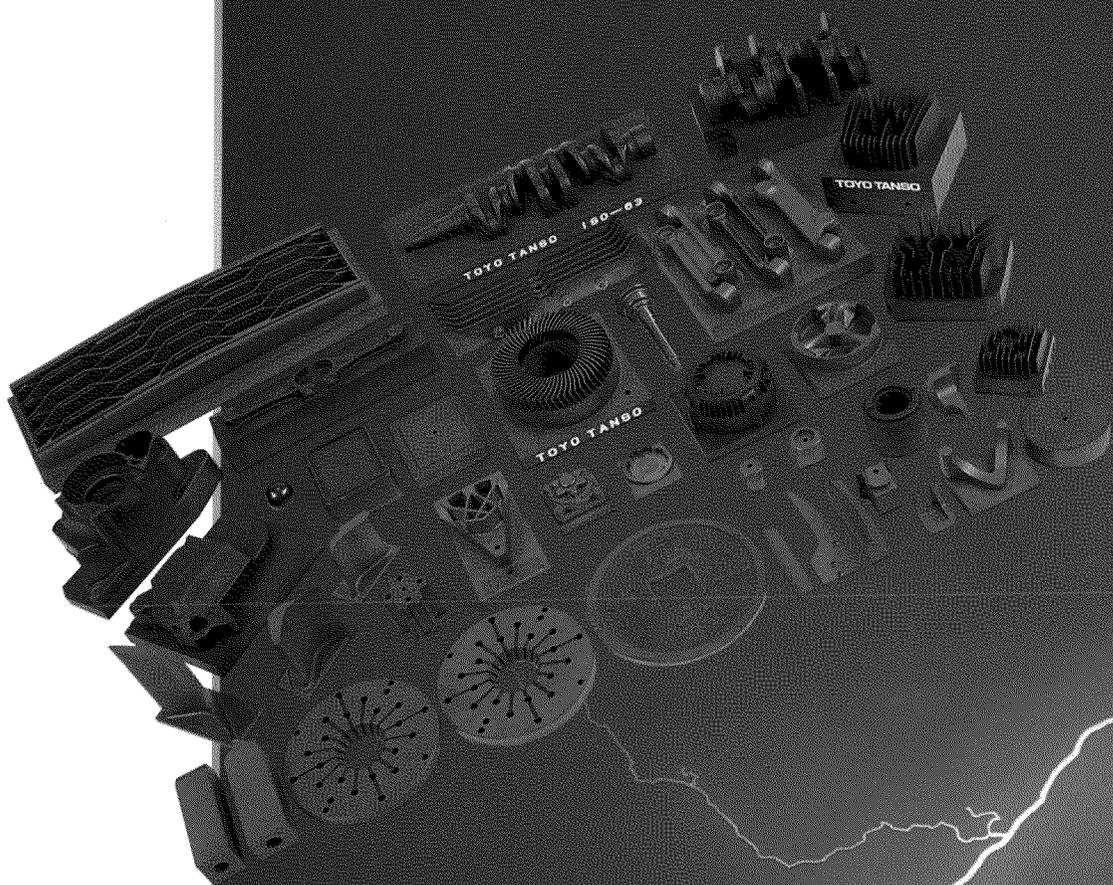
# Toyo Tanso Graphite

**Isotropic Graphite**  
**Ultra Fine Grain Structure**  
**High Density and High Strength**  
**Available for Various EDM Applications**



Super large size graphite is available with ultra fine grain structure and very homogeneous properties based on Toyo Tanso's long experience in the production of isotropic graphite.

Grade	Bulk Density (g/cm <sup>3</sup> )	Hardness (shore)	Specific Resistivity ( $\mu\Omega\text{cm}$ )	Flexural Strength (kgf/cm <sup>2</sup> )	Average Grain Size ( $\mu\text{m}$ )	Standard Size (mm)		
						T.	W.	L.
ISEM-1	1.70	50	1350	370	10	305	620	1000
ISEM-2	1.78	55	1100	420	10	230	540	1000
						230	620	1000
						305	620	1000
ISEM-3	1.85	60	1000	500	10	230	540	1000
						230	620	1000
						305	620	1000
ISEM-8	1.80	65	1100	600	8	230	540	850
						230	540	1000
ISO-61	1.80	75	1500	600	5	230	540	850
						230	540	1000
ISO-63	1.82	80	1550	780	5	180	450	850
						230	540	850
						230	540	1000
ISO-86	1.85	85	1850	700	3	75	160	320
						75	160	640
ISO-88	1.90	90	1500	950	3	75	160	320
						75	160	640



TOYO



**TOYO TANSO CO., LTD.**

**Head Office**/7-12, 5-CHOME, TAKESHIMA, NISHIYODOGAWA-KU, OSAKA 555, JAPAN

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**Graphite Technologie Et Industrie**/ZONE INDUSTRIELLE DU MANET 9-10, RUE EUGENE HENAFF 78190 TRAPPES FRANCE

TEL 1-30663535 FAX 1-30663169

# Recommended Electrical Conditions

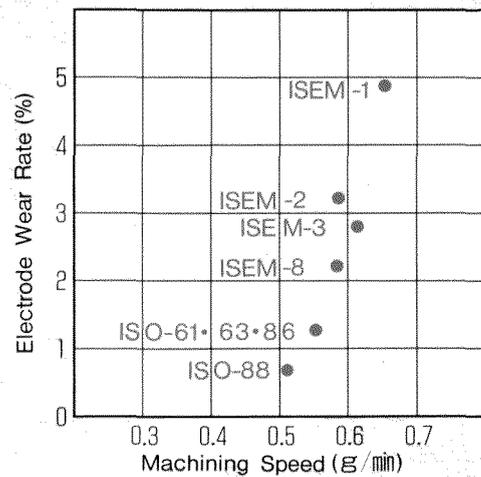
	Peak Current (A)	Pulse on Time (μsec)	Electrode Wear Ratio (%)	Machining Speed (g/min)	Surface Roughness (μR <sub>max</sub> )
Rough Machining	50~100	125~250	< 0.5	3~15	150~250
Finish Machining	< 10	10~20	15~20	0.02~0.08	10~20

**Note** These values are based on our EDM machine and represent generally recommended conditions. They may be changed depending on the shape of the electrode and machining requirements. Current density normally shall be set at 5A/cm<sup>2</sup> (<10A/cm<sup>2</sup>). During initial spark erosion, lower peak current shall be applied to stabilize the EDMing.

**Rough Machining** When using graphite electrodes, the larger the peak current, the less the electrode wear. This is quite different from copper. Even a large current (several hundred amperes) can be applied.

**Finish Machining** When polarity of electrode is negative, machining speed can be 2 to 3 times higher. Surface roughness of up to 5μmR<sub>max</sub> can be reached by rocking machining.

## Comparison of Grades by Electrode Wear and Machining Speed



### EDMing Conditions

**Polarity of Electrode** ⊕ Peak Current I<sub>p</sub> = 25(A)  
**Pressure of Machining Liquid** 0.2kg/cm<sup>2</sup>  
**EDMing Area** 20×20mm  
**Flushing Hole** Dia 5mm  
**Work Piece** Tool Steel (SK-5)

## Recommended Usage & Application

Grade Peak Current(A)	Oil EDMing				Water EDMing			Wire Cut EDMing	Type of Mould			
	Rough (>50)	Finish (<20)	Precise (<5)	Super Precise (<2)	Very Rough (>150)	Rough (>50)	Finish (<20)		Plastic	Diecast	Forging	Casting
ISEM-1	○				○	○					○	○
ISEM-2	○	○			○	○	○			○	○	○
ISEM-3	○	○			○	○	○		○	○	○	○
ISEM-8	○	○	○		○	○	○	○	○	○	○	○
ISO-61		○	○	○		○	○	○	○	○	○	○
ISO-63		○	○	○		○	○	○	○	○	○	○
ISO-86			○	○		○	○	○	○	○		
ISO-88			○	○		○	○	○	○	○		

**Note** ○·· More Suitable ○·· Suitable

# Machining Conditions of EDM Graphite

In principle, machining should be downcut to avoid chippings.

Tungsten carbide(JIS K10) is better than high speed steel, because it provides less tool wear and higher precision.

Butting plates, screws and/or adhesives will be helpful, depending upon the shape of the electrodes.

Vacuum system plate jigs are recommended to machine thin graphite plates, because they provide higher precision without warp or strain problems.

Clamping strength can be  $\frac{1}{5}$  to  $\frac{1}{10}$  that of metal because of its lower cutting resistance.

Abrasive wheel of WA and GC is recommended for grinding.  
 (WA : White Alumina GC : Green SiC)  
 Abrasive wheel of diamond is recommended for precision grinding.  
 (Grain No.36-120 is recommended)

# Tanso Graphite

Milling	Cutting Speed(m/min)	Feed Rate(mm/min)	Width of Cutting(mm)	Depth of Cutting(mm)
End Milling	60~80	100~250	up to $\frac{1}{2}$ of max tool dia	up to 5 times of max tool dia
Chipping	60~600	100~300	up to max tool dia	<5

Lathe Machining	Cutting Speed(m/min)	Feed Rate (m/rev)	Depth of Cutting(mm)
Rough Machining	100~250	0.3~0.35	5~20
Finish Machining	150~300	0.05~0.12	0.1~0.5

Grinding	Grinding Speed(m/min)	Feed Rate(mm/min)	Depth of Cutting(mm)
	1000~2300	150~800	<3

Bandsaw Machining	Cutting Speed(m/min)	Feed Rate(mm/min)
	200~400	300~400

**TOYO TANSO USA INC.**

P.O. BOX 301368 • 5530 NE 122ND AVE. • PORTLAND, OREGON 97230  
503/254-0674 • FAX: 503/254-0723

TOYO TANSO USA INC.

1-11-88  
R/S

QUALITY GRAPHITE EXCEPTIONAL SERVICE

Meeting Date: ~~FEB 0 6 1992~~ FEB 13 1992

Agenda No.: ~~R-6~~ R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Order-Solid Waste Collection/Franchise Fees

BOARD BRIEFING: \_\_\_\_\_ REGULAR MEETING 2/6/92  
(date) (date)  
DEPARTMENT Nondepartmental DIVISION County Chair's Office  
CONTACT Fred Neal, John DuBay TELEPHONE X-3308, X-3138  
PERSON(S) MAKING PRESENTATION Fred Neal, John DuBay

ACTION REOUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

An Order Authorizing an Agreement with the City of Portland Relating to the Allocation and Payment to the County of a Portion of Franchise Fees Collected by the City which are Attributable to Solid Waste Collection in Certain Unincorporated Areas of the County

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Meador McCay*  
Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

*Sent Original GA & Copy of Resolution 92-58 to Fred Neal 2-17-92, and Copy of Resolution to John DuBay.*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1992 JAN 30 AM 11:52

INTERGOVERNMENTAL AGREEMENT

AMENDMENT TO AGREEMENT TRANSFERRING SOLID  
WASTE RECYCLING COLLECTION SERVICE RESPONSIBILITIES

MULTNOMAH COUNTY and the CITY OF PORTLAND enter into this Agreement pursuant to the authority granted in Chapters 190 and 459 of the Oregon Revised Statutes. The purpose of this Agreement is to further clarify the manner in which solid waste collection and recycling programs will be provided in the unincorporated areas of Multnomah County that are within the City of Portland's urban services area.

PARTIES TO THE AGREEMENT

MULTNOMAH COUNTY is a Home Rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon and is herein referred to as "the County."

The CITY OF PORTLAND is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is herein referred to as "the City."

RECITALS

WHEREAS, in 1986 the County and the City entered into an agreement (a copy of which is attached as Exhibit A) that provided for regulation of solid waste collection in the unincorporated area of the County that is located outside the City's boundaries but within its urban services boundary; and

WHEREAS, the County and the City have determined that the 1986 agreement does not adequately address issues relating to revenue sharing and the effect of annexation on franchises, and that these issues should be addressed to remove uncertainty from the solid waste collection and recycling program; and

WHEREAS, the County and the City have determined that a process should be implemented to share revenues that are generated to support solid waste collection and recycling programs in situations where the City does not provide all of the services for which the revenues have been collected; and

WHEREAS, the City has adopted Ordinance Nos. 164916 and 165001 which implement a system of regulating solid waste collection and recycling programs through the use of franchises, including franchises that include territory within the unincorporated area of the County;

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the provisions of ORS 190.010 - 190.030 and ORS 459.065, the County and City agree as follows:

SECTION I: PURPOSE

The purposes of this Agreement are:

- A. To amend the 1986 Agreement by adding a mechanism for the sharing of solid waste collection and recycling program revenues in situations where the City does not provide all of the services for which the revenues have been collected, and
- B. To amend the 1986 agreement by clarifying the process that will occur in the event that all or part of the area subject to the 1986 agreement is annexed into a city.

SECTION II: AGREEMENT ON REVENUE SHARING

The City agrees to make an annual transfer of funds to the County for solid waste related nuisance abatement programs. The amount to be transferred shall be calculated as follows:

A. Calculation of Transfer Amount in FY 1992-93 and Thereafter.

1. During May of each year, the City shall determine the total amount of solid waste collection franchise revenue anticipated to be received in the upcoming fiscal year. This amount is equal to the anticipated solid waste collection franchise revenue identified in the annual budget prepared by the City's Bureau of Environmental Services.
2. Establish, as of January 1 of the current year, three groups of residential solid waste or recycling customers ("Customers"):

Group A - All Customers within the City's urban services boundary;

Group B - Customers located within the City's boundaries; and

Group C - Customers within the City's urban services boundary who are within unincorporated areas of the County.

These numbers shall be determined by reference to the statistics reported by solid waste and recycling franchisees. Calculate the percentage of Group A that

is composed of members of Group B, and the percentage of Group A that is composed of members of Group C.

3. Split the anticipated franchise fees into two amounts, Amount 1 and Amount 2, using the percentages for Group B and Group C established in Step 2. Amount 1 represents the amount of solid waste collection franchise fees generated by members of Group B. Amount 2 represents the amount of solid waste collection franchise fees generated by members of Group C.
4. Determine the amount of franchise fee revenue budgeted to fund activities exclusively within the boundaries of the City during the next fiscal year (the "Budgeted Amount"). This amount will be identified in the annual budget prepared by the City's Bureau of Environmental Services.
5. Determine the percentage of Amount 1 that is allocated to the Budgeted Amount. Then apply this percentage to Amount 2 to determine the amount to be transferred to the County (the "Transfer Amount").
6. The Transfer Amount shall be delivered to the County in quarterly installments, beginning on December 1.

#### **Example of Calculation Methodology**

1. The City, in its budgeting process, projects that \$1,000,000 in solid waste collection franchise fees will be received in the upcoming fiscal year.
2. The City determines that, as of the preceding January 1, Group A (all Customers within the urban services boundary) contained 100,000 Customers, Group B (all Customers within the City's boundaries) contained 90,000 Customers and Group C (all Customers in unincorporated areas of the County that are within the City's urban services boundary) contained 10,000 customers. The Customers in Group B therefore constitute 90% of Group A. The Customers in Group C constitute 10% of Group A.
3. The anticipated franchise fee revenue is split into two amounts, Amount 1 and Amount 2, by applying the percentages established in Step 2. In this example, Amount 1 would be \$900,000 and Amount 2 would be \$100,000.
4. The City budgets a total of \$90,000 from franchise fee revenue to fund solid waste nuisance abatement

activities within the City's boundaries in the next fiscal year. This is the "Budgeted Amount".

5. Determine the percentage of City generated franchise fee revenues allocated to fund activities exclusively within City boundaries. In this example, \$90,000 is budgeted for activities exclusively within City boundaries. The amount of solid waste franchise revenue generated from Group B (Customers inside the City's boundaries) is \$900,000. Therefore the percentage of revenues allocated to fund activities exclusively within City boundaries equals 10%. To calculate the Transfer Amount, apply this same percentage to the franchise fee revenue generated by Group C (Customers in the unincorporated area). In this example 10% of Amount 2 is \$10,000.
6. The City transfers \$10,000 to the County in quarterly installments beginning on December 1.

B. Transfer Amount for FY 1991-92.

The City will make a transfer of solid waste collection franchise revenues received during FY 1991-92, calculated as described above, by September 1, 1992. A retroactive transfer is needed for FY 1991-92, since the size of the revenue stream has not yet been accurately identified and the amount to be allocated for solid waste nuisance abatement activities exclusively within the City's boundaries has not been finalized.

C. County Option to Contract for Services.

The County shall have the option of instructing the City to perform solid waste nuisance abatement services, on behalf of the County, in the unincorporated areas of the County that are also within the City's urban services boundary. If the County exercises this writing, no transfers of funds will be made from the City to the County. In this event, the City will use the entire amount that would have been transferred pursuant to this Agreement to fund solid waste nuisance abatement services in the unincorporated areas of the County that are also within the City's urban services boundary.

SECTION III: AGREEMENT ON CONSEQUENCES OF ANNEXATION

A. Status of Franchises.

The County and City agree that for purposes of the rights and procedures contained in ORS 459.085(3) franchisees whose service area includes unincorporated territory within the City's urban services boundary shall be considered as County franchisees.

B. Transfer of Franchise Fees Upon Annexation.

If portions of the unincorporated area covered by this Agreement are annexed to a city other than Portland, the City shall, at the County's direction, transfer all franchise fees generated from Customers within such annexed areas to the County or to the city that annexed such areas. Such transfers shall be made at the same time that Transfer Amounts, as described in Section II above, are transferred to the County.

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

MULTNOMAH COUNTY

CITY OF PORTLAND

By \_\_\_\_\_  
Gladys McCoy, Chair  
Multnomah County, Oregon

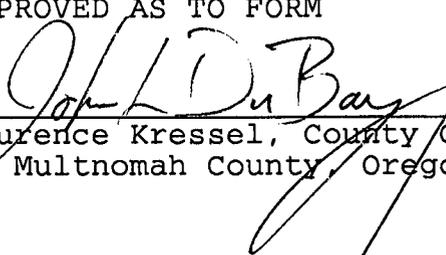
By \_\_\_\_\_  
Earl Blumenauer  
Comm. of Public Works

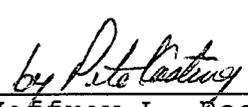
Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Barbara Clark, Auditor

APPROVED AS TO FORM

  
\_\_\_\_\_  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

  
\_\_\_\_\_  
Jeffrey L. Rogers  
City Attorney



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

MULTNOMAH COUNTY OREGON

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

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

<p align="center"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p align="center"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p align="center"><b>RATIFIED</b></p> <p align="center"><b>Multnomah County Board of Commissioners</b></p> <p align="center">R-8 February 13, 1992</p>
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Contact Person JOHN L. DUBAY Phone 3138 Date 1/31/92

Department COUNTY COUNSEL Division \_\_\_\_\_ Bldg/Room 106/1530

Description of Contract Agreement with City of Portland regarding allocation of solid waste and recycling franchise fees attributable to services performed in unincorporated areas within Portland's Urban Services Boundary.

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

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

Contractor Name City of Portland  
 Mailing Address Bureau of Environmental Svcs.  
1120 S. W. 5th, Rm. 400  
Portland, OR 97204

Phone (503) 823-4047

Employer ID # or SS # 93-6002236

Effective Date Upon Signature

Termination Date \_\_\_\_\_

Original Contract Amount \$ N/A

Amount of Amendment \$ N/A

Total Amount of Agreement \$ N/A

**REQUIRED SIGNATURES:**

Department Manager [Signature]

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

County Counsel [Signature]

County Chair/Sheriff [Signature]

Payment Term

Lump Sum \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Requirements contract - Requisition required.

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

Requirements Not to Exceed \$ \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date Jan 31 1992

Date 2/13/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING    CANARY - INITIATOR    PINK - CLERK OF THE BOARD    GREEN - FINANCE

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Regulation of Solid  
Waste Collection, Recycling, and the Use  
of Franchise Fees in Unincorporated  
Multnomah County

ORDER 92-28

WHEREAS, the County and the City of Portland are amending that certain Intergovernmental Agreement entered into in September 1986, regarding the regulation of solid waste collection and recycling in the unincorporated areas of Multnomah County within the urban services boundary of the City of Portland, and

WHEREAS, the County and the City agree that a process should be implemented to share revenues that are generated to support solid waste collection and recycling programs in situations where the City does not provide all of the services for which the revenues have been collected, and

WHEREAS, the above-described amended Intergovernmental Agreement provides for a pro-rata sharing of revenues in the unincorporated areas,

THEREFORE, IT IS ORDERED by the Board of County Commissioners that the County adopt the attached Intergovernmental Agreement with the City of Portland amending the September 1986 agreement between the parties herein described.

ADOPTED this 13th day of February, 1992, being the date of its First reading before the Board of County Commissioners of Multnomah County, Oregon.



*Gladys McCoy*  
Gladys McCoy, Chair  
Multnomah County, Oregon

REVIEWED:

*Laurence Kressel*  
Laurence Kressel, County Counsel  
of Multnomah County

I:\MOR\070MOR.ORD\dp

02/04/92:1

## INTERGOVERNMENTAL AGREEMENT

### AMENDMENT TO AGREEMENT TRANSFERRING SOLID WASTE RECYCLING COLLECTION SERVICE RESPONSIBILITIES

MULTNOMAH COUNTY and the CITY OF PORTLAND enter into this Agreement pursuant to the authority granted in Chapters 190 and 459 of the Oregon Revised Statutes. The purpose of this Agreement is to further clarify the manner in which solid waste collection and recycling programs will be provided in the unincorporated areas of Multnomah County that are within the City of Portland's urban services area.

#### PARTIES TO THE AGREEMENT

MULTNOMAH COUNTY is a Home Rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon and is herein referred to as "the County."

The CITY OF PORTLAND is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is herein referred to as "the City."

#### RECITALS

WHEREAS, in 1986 the County and the City entered into an agreement (a copy of which is attached as Exhibit A) that provided for regulation of solid waste collection in the unincorporated area of the County that is located outside the City's boundaries but within its urban services boundary; and

WHEREAS, the County and the City have determined that the 1986 agreement does not adequately address issues relating to revenue sharing and the effect of annexation on franchises, and that these issues should be addressed to remove uncertainty from the solid waste collection and recycling program; and

WHEREAS, the County and the City have determined that a process should be implemented to share revenues that are generated to support solid waste collection and recycling programs in situations where the City does not provide all of the services for which the revenues have been collected; and

WHEREAS, the City has adopted Ordinance Nos. 164916 and 165001 which implement a system of regulating solid waste collection and recycling programs through the use of franchises, including franchises that include territory within the unincorporated area of the County;

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the provisions of ORS 190.010 - 190.030 and ORS 459.065, the County and City agree as follows:

SECTION I: PURPOSE

The purposes of this Agreement are:

- A. To amend the 1986 Agreement by adding a mechanism for the sharing of solid waste collection and recycling program revenues in situations where the City does not provide all of the services for which the revenues have been collected, and
- B. To amend the 1986 agreement by clarifying the process that will occur in the event that all or part of the area subject to the 1986 agreement is annexed into a city.

SECTION II: AGREEMENT ON REVENUE SHARING

The City agrees to make an annual transfer of funds to the County for solid waste related nuisance abatement programs. The amount to be transferred shall be calculated as follows:

A. Calculation of Transfer Amount in FY 1992-93 and Thereafter.

1. During May of each year, the City shall determine the total amount of solid waste collection franchise revenue anticipated to be received in the upcoming fiscal year. This amount is equal to the anticipated solid waste collection franchise revenue identified in the annual budget prepared by the City's Bureau of Environmental Services.
2. Establish, as of January 1 of the current year, three groups of residential solid waste or recycling customers ("Customers"):

Group A - All Customers within the City's urban services boundary;

Group B - Customers located within the City's boundaries; and

Group C - Customers within the City's urban services boundary who are within unincorporated areas of the County.

These numbers shall be determined by reference to the statistics reported by solid waste and recycling franchisees. Calculate the percentage of Group A that

is composed of members of Group B, and the percentage of Group A that is composed of members of Group C.

3. Split the anticipated franchise fees into two amounts, Amount 1 and Amount 2, using the percentages for Group B and Group C established in Step 2. Amount 1 represents the amount of solid waste collection franchise fees generated by members of Group B. Amount 2 represents the amount of solid waste collection franchise fees generated by members of Group C.
4. Determine the amount of franchise fee revenue budgeted to fund activities exclusively within the boundaries of the City during the next fiscal year (the "Budgeted Amount"). This amount will be identified in the annual budget prepared by the City's Bureau of Environmental Services.
5. Determine the percentage of Amount 1 that is allocated to the Budgeted Amount. Then apply this percentage to Amount 2 to determine the amount to be transferred to the County (the "Transfer Amount").
6. The Transfer Amount shall be delivered to the County in quarterly installments, beginning on December 1.

#### Example of Calculation Methodology

1. The City, in its budgeting process, projects that \$1,000,000 in solid waste collection franchise fees will be received in the upcoming fiscal year.
2. The City determines that, as of the preceding January 1, Group A (all Customers within the urban services boundary) contained 100,000 Customers, Group B (all Customers within the City's boundaries) contained 90,000 Customers and Group C (all Customers in unincorporated areas of the County that are within the City's urban services boundary) contained 10,000 customers. The Customers in Group B therefore constitute 90% of Group A. The Customers in Group C constitute 10% of Group A.
3. The anticipated franchise fee revenue is split into two amounts, Amount 1 and Amount 2, by applying the percentages established in Step 2. In this example, Amount 1 would be \$900,000 and Amount 2 would be \$100,000.
4. The City budgets a total of \$90,000 from franchise fee revenue to fund solid waste nuisance abatement

activities within the City's boundaries in the next fiscal year. This is the "Budgeted Amount".

5. Determine the percentage of City generated franchise fee revenues allocated to fund activities exclusively within City boundaries. In this example, \$90,000 is budgeted for activities exclusively within City boundaries. The amount of solid waste franchise revenue generated from Group B (Customers inside the City's boundaries) is \$900,000. Therefore the percentage of revenues allocated to fund activities exclusively within City boundaries equals 10%. To calculate the Transfer Amount, apply this same percentage to the franchise fee revenue generated by Group C (Customers in the unincorporated area). In this example 10% of Amount 2 is \$10,000.
6. The City transfers \$10,000 to the County in quarterly installments beginning on December 1.

B. Transfer Amount for FY 1991-92.

The City will make a transfer of solid waste collection franchise revenues received during FY 1991-92, calculated as described above, by September 1, 1992. A retroactive transfer is needed for FY 1991-92, since the size of the revenue stream has not yet been accurately identified and the amount to be allocated for solid waste nuisance abatement activities exclusively within the City's boundaries has not been finalized.

SECTION III: AGREEMENT ON CONSEQUENCES OF ANNEXATION

A. Status of Franchises.

The County and City agree that for purposes of the rights and procedures contained in ORS 459.085(3) franchisees whose service area includes unincorporated territory within the City's urban services boundary shall be considered as County franchisees.

B. Transfer of Franchise Fees Upon Annexation.

If portions of the unincorporated area covered by this Agreement are annexed to a city other than Portland, the City shall, at the County's direction, transfer all franchise fees generated from Customers within such annexed areas to the County or to the city that annexed such areas. Such transfers shall be made at the same time that Transfer Amounts, as described in Section II above, are transferred to the County.

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

MULTNOMAH COUNTY

CITY OF PORTLAND

By *Gladys McCoy*  
Gladys McCoy, Chair  
Multnomah County, Oregon

By \_\_\_\_\_  
Earl Blumenauer  
Comm. of Public Works

Date: 2/13/92

Date: \_\_\_\_\_

By \_\_\_\_\_  
Barbara Clark, Auditor

APPROVED AS TO FORM

*Laurence Kressel*  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

*Jeffrey L. Rogers*  
Jeffrey L. Rogers  
City Attorney

**RATIFIED**  
Multnomah County Board  
of Commissioners  
R-8 2-13-92

OCT 7 1986

INTERGOVERNMENTAL AGREEMENT

TRANSFER OF SOLID WASTE AND RECYCLING  
COLLECTION SERVICE RESPONSIBILITIES

The CITY OF PORTLAND and MULTNOMAH COUNTY enter into this Agreement pursuant to the authority granted in Chapters 190 and 459 of the Oregon Revised Statutes. The purpose of this Agreement is to provide an integrated waste management system and to ensure recycling collection service for the unincorporated areas awaiting future annexations.

PARTIES TO THE AGREEMENT

The CITY OF PORTLAND is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is herein referred to as "the City."

MULTNOMAH COUNTY is a Home Rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon and is herein referred to as "the County."

RECITALS

WHEREAS, local jurisdictions, including the City and the County, must ensure the provision of the opportunity for recycling collection, as stipulated by ORS 459, for all areas inside the metropolitan urban growth boundary; and

WHEREAS, the County has adopted Resolution A which provides for the reduction of urban services delivered by the County; and

WHEREAS, the City has adopted an urban services policy which provides for the assumption by the City of urban service responsibilities in currently urban, unincorporated areas of the County by means of annexation or, on an interim basis, through alternative approaches (Resolution 33317); and

WHEREAS, the City and the County anticipate the City will soon annex substantially all of the urban unincorporated areas of the County within the City's Urban Services Boundary (Exhibit A); and

WHEREAS, the City and the County find that the most cost-effective and rational method for the delivery of urban services in urban, unincorporated areas is through full service City government; and

WHEREAS, the City and the County recognize that the long-term interests of each jurisdiction are best served through the full implementation of the City's urban services policy and the County's Resolution A; and

WHEREAS, there are existing Agreements in effect between the City and the County which transfer the responsibility to the City for the provision of other urban services inside the Portland urban service boundary; and

WHEREAS, rules formulated by the State Department of Environmental Quality pursuant to ORS 459 (OAR 340-60), designate all unincorporated areas inside the City's urban services boundary to be within the Portland wasteshed (defined by OAR 340-60-010) as "an area of the State having a common solid waste disposal system or designated by the Commission as an appropriate area of the State within which to develop a common recycling program"); and

WHEREAS, due to imminent annexation of the unincorporated areas inside the City's urban service boundary, any program by the County to implement recycling collection service would only be an interim measure; and

WHEREAS, because annexations occur in an incremental and scattered manner, the most efficient and effective method for implementing recycling collection service is for the City to assume responsibility at once for all areas inside the urban service boundary; and

WHEREAS, the City has adopted a Recycling Plan that recommends entering into an intergovernmental agreement with the County "that links the two jurisdictions and transfers to the City the administration of and ability to assess fees for recycling collection service for unincorporated areas within the Portland wasteshed"; and

WHEREAS, ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another; and

WHEREAS, ORS 459.065 acknowledges the broad intergovernmental cooperation authority found in ORS 190, and specifically authorizes joint city-county solid waste and recycling collection systems;

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the provisions of ORS 190.010 - 190.030 and ORS 459.065, the City and County agree as follows:

#### SECTION 1: PURPOSE

The general purposes of this Agreement are:

- A. To provide for an integrated solid waste management system, and to allow for cooperation between the City and County in the joint effort necessary to achieve such a system.

- B. To ensure the provision of uniform and efficient recycling collection service for the entire Portland urban services area.
- C. To provide for an orderly transition of solid waste and recycling collection service responsibilities from the County to the City.
- D. To set forth the terms of the transfer of this urban service function in accordance with City and County Resolutions.

## SECTION II: TRANSFER OF FUNCTIONS

### A. Effective Date.

Transfer from the County to the City of the responsibilities described herein shall occur on September 18, 1986.

### B. Functions Transferred.

#### 1. The City agrees to:

- a. Assume responsibility for providing the "opportunity to recycle," as defined by ORS 459.165, for unincorporated areas inside the urban services boundary. Services will include ensuring the provision of curbside collection as well as a recycling promotion and education program, consistent with the requirements of ORS 459. Assumption of responsibilities is contingent upon Board of County Commissioners adoption of ordinances establishing compatible fee schedules and implementation requirements.
- b. Regulate solid waste collection in the unincorporated areas of Multnomah County inside Portland's urban services boundary, including the assessment and collection of fees to generate all revenue needed for Portland's planning, administration, and operation costs of recycling and solid waste collection programs in such areas.

#### 2. The County agrees to:

- a. Develop and submit to the Board of County Commissioners ordinances granting to the City the additional authorization required to carry out the intent of this Agreement.
- b. Cooperate with the City in the design and implementation of curbside collection service and the recycling promotion and education program within the unincorporated areas.

### C. Rights to Fees.

All revenue derived from fees assessed to haulers for operations within the unincorporated areas within the Portland watershed shall accrue to the City, for use in providing solid waste services.

SECTION III: GENERAL TERMS

A. Separability.

If any section, subsection, clause or phrase of this Agreement is determined by any court or arbitrator of competent jurisdiction, to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

B. Termination.

This Agreement shall continue indefinitely unless terminated upon six months written notice by either party.

C. Amendments.

This Agreement may be amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

CITY OF PORTLAND

MULTNOMAH COUNTY

By *Dick Bogle*  
Dick Bogle  
Commissioner of Public Works

By *Dennis Buchanan*  
Dennis Buchanan  
County Executive

Date: 001

Date: 9/23/81

by *Jewel Lansing*  
Jewel Lansing, Auditor

APPROVED AS TO FORM

By *Jeffrey L. Rogers*  
Jeffrey L. Rogers  
City Attorney

By *Peter Kasting*  
Peter Kasting  
Assistant County Counsel

44:recy-agree

FEB 13 1992

Meeting Date: JAN 23 1992 ~~FEB 06 1992~~

Agenda No.: R-5 ~~R-7~~

(Above space for Clerk's Office Use)

~~JAN 30 1992~~  
~~R-7~~

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Firearms

BCC Informal \_\_\_\_\_ BCC Formal Jan 23, 1992  
(date) (date)

DEPARTMENT non- dept. DIVISION BCC

CONTACT Maureen Leonard TELEPHONE 248-5076

PERSON(S) MAKING PRESENTATION Sgt. Kathy Ferrell

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 min.

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Amends County Ordinance #646 (regulating public possession of firearms) to:

- (1) conform with City of Portland ordinance passed Jan 15, 1992
- (2) amend safety training section to meet MBSO administrative needs

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL [Signature]

Or

DEPARTMENT MANAGER \_\_\_\_\_

MULTNOMAH COUNTY  
OREGON  
1992 JAN 16 AM 10:49  
BOARD OF  
COUNTY COMMISSIONERS

(All accompanying documents must have required signatures)

*Copies of Ordin. 712 sent to Maureen Leonard & the Ordin. Distribution List 2-17-92, and Sgt. Kathy Ferrell.*

**ORDINANCE FACT SHEET**

**Ordinance Title:** Amends County Ordinance #646 (regulating firearms)

---

**Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):**

Amends existing ordinance to:

(1) conform with City of Portland ordinance on the same topic (public possession of assault weapons)

(2) revised safety training section to meet MCSO administrative needs.

**What other local jurisdictions in the metropolitan area have enacted similar legislation?**

Portland

**What has been the experience in other areas with this type of legislation?**

**What is the fiscal impact, if any?**

Administrative cost savings for MCSO.

(If space is inadequate, please use other side)

**SIGNATURES:**

**Person Filling Out Form:** M. Leonard

**Planning & Budget Division (if fiscal impact):** \_\_\_\_\_

**Department Manager/Elected Official:** Rich Bauman <sup>MC</sup>



# MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
PAULINE ANDERSON  
RICK BAUMAN  
GARY HANSEN  
SHARRON KELLEY

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

TO: Maureen Leonard (101/606)  
Staff Assistant to Rick Bauman

FROM: Laurence Kressel (106/1530) *LK*  
County Counsel

DATE: February 10, 1992

SUBJECT: Firearms Ordinance

COUNTY COUNSEL  
LAURENCE KRESSEL  
CHIEF ASSISTANT  
JOHN L. DU BAY  
ASSISTANTS  
J. MICHAEL DOYLE  
SANDRA N. DUFFY  
GERALD H. ITKIN  
H.H. LAZENBY, JR.  
MATTHEW O. RYAN  
JACQUELINE A. WEBER  
MARK B. WILLIAMS

Here is the Ordinance as amended at the first reading. I assume you will give it to the clerk for distribution to the Board.

Encl.

cc: Kathy Ferrell  
Clerk of the Board

G:\WP51\FILES\MAUREEN\st

1992 FEB 10 PM 3:25  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 712

An Ordinance amending Ordinance No. 646 (Firearms) by deleting certain provisions concerning the firearms safety and education course.

(Shaded Language is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Amendment

Section VII, Ordinance 646, is amended to read as follows:

- A. By July 1, 1990, the Multnomah County Sheriff's Office shall develop a firearms safety and education course to be available to any Multnomah County resident. The Sheriff may develop the course in conjunction with nationally or state recognized entities that foster education about firearms.
- B. The course shall emphasize safe firearm use and storage; laws regarding gun possession, use and transfer; the gravity of harms guns may cause; methods of protecting firearms from theft; and other topics as the Sheriff deems appropriate. The course shall reasonably accommodate citizens who do not speak English, and handicapped citizens.
- C. A person who successfully completes the course offered by the Sheriff's Office shall receive a training certificate from the Sheriff's Office.
- D. The Sheriff may certify firearms safety and education courses offered by other organizations and may issue training certificates to course participants.
- E. The certificate shall be issued only by the Multnomah County Sheriff's Office. It shall contain a photo identification and signature of the participant, a notation of the type of gun, for

02/11/92:1

1 which the participant was trained, and other  
2 information as the Sheriff deems pertinent.

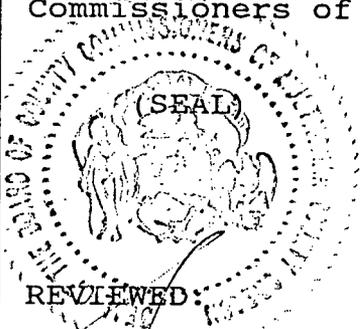
3 F. [By January 1, 1991,] Annually the Sheriff shall  
4 inform the Board of the progress of the firearms  
5 safety and education course with emphasis on the  
6 number of people certified and costs for the  
7 program. The Board will review this section to  
8 determine whether to make the course mandatory.

9 Section 2. Amendment

10 Section V, MCC 5.10.420 (M) (5) is amended to read as  
11 follows:

12 The sheriff's office may charge a safety and  
13 education course fee up to [~~\$10.00.~~] \$25.00.

14 ADOPTED this 13th day of February, 1992, being  
15 the date of its Second reading before the Board of County  
16 Commissioners of Multnomah County, Oregon.



17 Gladys McCoy  
18 Gladys McCoy, Chair  
19 Multnomah County, Oregon

20 REVIEWED:  
21 Laurence Kressel  
22 Laurence Kressel, County Counsel  
23 For Multnomah County, Oregon

24 R:\FILES\256LK.ORD\st

25 02/11/92:1

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An ordinance amending ordinance No. 646 (Firearms) by expanding the list of firearms in the definition of "assault weapon", clarifying certain language pertaining to excluded firearms and deleting certain provisions concerning the firearms safety and education course.

(Shaded Language is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section 1. Amendment

Section II(A)(1) definition of "assault weapon"), Ordinance No. 646, is amended by adding the following to the list of semi-automatic rifles:

Browning Automatic Rifle (BAR)

Johnson

M1 Carbine

Reising

Semi-automatic Thompson Gun

Stens

Section 2. Amendment

Section II(A) (definition of "assault weapon"), Ordinance No. 646 is amended by adding the following to the definition:

(5) any weapon of any description by whatever name known which is designed or modified to allow two or more shots to be fired by a single pressure on the

01/16/92:1

trigger device .

Section 3. Amendment

Section II(B)(3) (exclusion from definition of "assault weapon") Ordinance No. 646, is amended to read as follows:

(3) Any handgun that is a revolver or conventional semi-automatic pistol incapable of receiving a magazine of [no] more than 20 rounds.

Section 4. Amendment

Section VII, Ordinance 646, is amended to read as follows:

A. By July 1, 1990, the Multnomah County Sheriff's Office shall develop a firearms safety and education course to be available to any Multnomah County resident. The Sheriff may develop the course in conjunction with nationally or state recognized entities that foster education about firearms.

B. The course shall emphasize safe firearm use and storage; laws regarding gun possession, use and transfer; the gravity of harms guns may cause; methods of protecting firearms from theft; and other topics as the Sheriff deems appropriate. The course shall reasonably accommodate citizens who do not speak English, and handicapped citizens.

C. A person who successfully completes the course shall receive a training certificate.

D. The Sheriff may certify firearms safety and education courses offered by other organizations and may issue training certificates to course participants.

E. The certificate shall be issued only by the Multnomah County Sheriff's Office. It shall contain a photo identification and signature of the participant, a notation of the type of gun, for which the participant was trained, and other information as the Sheriff deems pertinent.

F. By January 1, 1991, the Sheriff shall inform the

01/16/92:1

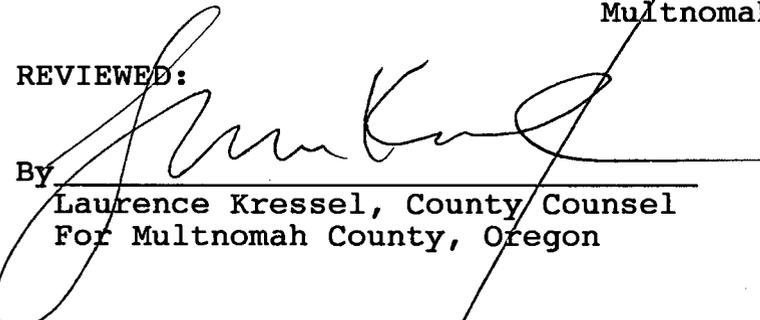
Board of the progress of the firearms safety and education course with emphasis on the number of people certified and costs for the program. The Board will review this section to determine whether to make the course mandatory.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1992, being the date of its \_\_\_\_\_ reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

\_\_\_\_\_  
Gladys McCoy, Chair  
Multnomah County, Oregon

REVIEWED:

By   
\_\_\_\_\_  
Laurence Kressel, County Counsel  
For Multnomah County, Oregon

R:\FILES\256LK.ORD\mw

01/16/92:1



# MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
PAULINE ANDERSON  
RICK BAUMAN  
GARY HANSEN  
SHARRON KELLEY

COUNTY COUNSEL  
LAURENCE KRESSEL

CHIEF ASSISTANT  
JOHN L. DU BAY

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J. MICHAEL DOYLE  
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GERALD H. ITKIN  
H.H. LAZENBY, JR.  
MATTHEW O. RYAN  
JACQUELINE A. WEBER  
MARK B. WILLIAMS

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

TO: Sgt. Kathy Ferrell

FROM: Laurence Kressel (106/1530) *PK*  
County Counsel

DATE: January 21, 1992

SUBJECT: Firearms Ordinance Amendment

Based on the Board discussion of the 21st and our meeting afterward, I think the solution to changing the safety course sections of the ordinance is as follows:

1. Leave Sec. 4 A. and B. alone.
2. Amend Sec. 4 C. to read:  
"A person who successfully completes the course offered by the Sheriff's Office shall receive a training certificate from the Sheriff's Office."
3. instead of deleting Sec. 4 D., let it remain in the ordinance.
4. delete all of Sec. 4 E. as planned.
5. In Sec. 4 F., delete "By January 1, 1991" and in its place insert "Annually,".

Let me know if this is agreeable.

The Board's rules don't allow us to hand out a new version of an amendment at Thursday's hearing. Instead, what you have to do is ask a Commissioner to propose the above items as amendments to the version they have in their agenda books. Keep this in mind for the hearing. Bring copies of this memo to hand out to each Board member and the clerk. I'll help on the procedure.

cc Maureen Leonard

Meeting Date: February 13, 1992

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ REGULAR MEETING Feb. 13, 1992  
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Howard Klink TELEPHONE X-6741

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

ACTION REQUESTED:

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Intergovernmental Agreement between Multnomah County, Oregon and Portland Public School District #1 regarding on-site distribution of condoms and contraceptives

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Madys McCoy*  
Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

*Herman Brane to pick up Original 2-14-92.*

BOARD OF  
COUNTY COMMISSIONERS  
1992 FEB - 7 PM 3:07  
MULTNOMAH COUNTY  
OREGON

Meeting Date: \_\_\_\_\_

Agenda No.: \_\_\_\_\_

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: SCHOOL BASED HEALTH CENTERS

BOARD BRIEFING \_\_\_\_\_ (date) REGULAR MEETING 2/11/92 (date)

DEPARTMENT HEALTH DIVISION SPECIALTY SERVICES

CONTACT DIANE RUMINSKI/JAN SINCLAIR TELEPHONE 248-3674

PERSON(S) MAKING PRESENTATION DIANE RUMINSKI/HOWARD KLINK

ACTION REOUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: Yes

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):  
The County has requested that Portland Public Schools amend its contract with the County to permit condom and contraception dispensing at School Based Health Centers. Per his press conference Monday, 2/10/92, Dr. Matthew Prophet, superintendent of Portland Public Schools, has agreed to condom dispensing. The contract amendment simply deletes the sentence in the current contract section which prohibits the County from onsite dispensing.

Please see other side for contract language changes.

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Billie Odegaard

(All accompanying documents must have required signatures)

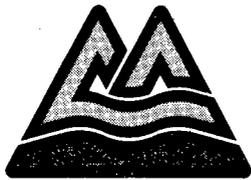
BOARD OF  
COUNTY COMMISSIONERS  
1992 FEB 10 PM 3:47  
MULTNOMAH COUNTY  
OREGON

Section 7, paragraph 2, current reading:

"It is specifically agreed that Family Planning Services will be part of the comprehensive health services offered by the Teen Health Centers, but that contraceptive devices and contraceptive medications will not be dispensed at the Teen Health Centers."

Section 7, paragraph 2, proposed reading:

"It is specifically agreed that Family Planning services will be part of the comprehensive health services offered by the Teen Health Centers."



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676

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

## MEMORANDUM

TO : Gladys McCoy  
Multnomah County Chair

VIA : Bill Odegaard, Director  
Health Department

FROM : Tom Fronk, Business Services  
Health Department

DATE : February 10, 1992

SUBJECT: Amendment #1 to Agreement with  
Portland Public School District #1

**RECOMMENDATION:** The Health Department recommends County Chair approval and Board ratification of this amendment to Intergovernmental Agreement # DHS 241 between Multnomah County and Portland Public School District #1 for the period upon execution until termination of the agreement in accordance with Section 9 of the agreement.

**ANALYSIS:** The County request sent to Portland Public School District #1 requested that our current contract be amended to delete the prohibition of condom and contraceptive dispensing. On 2/10/92, Dr. Matthew prophet agreed to condom dispensing. Dr. Prophet agreed to meet at a later date to again discuss contraception dispensing; until then, the clinic staff will continue on site prescriptions only. The attached proposal deletes from the contract all the language about dispensing condoms and contraceptives. Currently there is no charge by the School District for operating School Based Health Centers and this change does not have any fiscal implications.

**BACKGROUND:** The original agreement was executed April 17, 1987.



# CONTRACT APPROVAL FORM

MULTNOMAH COUNTY OREGON CLASS II Contract # 22AJ3 DHS 2412A33 Amendment # 01

<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (REP. Exemption)	<input checked="" type="checkbox"/> Intergovernmental Agreement
<input type="checkbox"/> PCR Contract	<input type="checkbox"/> Maintenance Agreement	<b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> R-10 February 13, 1992
<input type="checkbox"/> Licensing Agreement	<input type="checkbox"/> Construction	
<input type="checkbox"/> Grant	<input type="checkbox"/> Revenue	

Contact Person Brame Phone x2670 Date \_\_\_\_\_

Department Health Division \_\_\_\_\_ Bldg/Room 160/2

Description of Contract Amendment to agreement between School District #1 and Multnomah County regarding the operation of the Teen Health Centers. The amendment to section 7 paragraph 2 deleting the prohibition against dispensing contraceptive devices and contraceptive medications at the Teen Health Centers.

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

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

Contractor Name Portland Public School District # 1

Mailing Address 501 N. Dixon  
Portland, Oregon 97227

Phone 249-2000

Employer ID # or SS # N/A

Effective Date Automatic yearly renewal beginning

Termination Date July 1, 1987 if no notice given by  
April 30th each year.

Original Contract Amount \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

N/A

Payment Term

Lump Sum \$ \_\_\_\_\_

Monthly \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Requirements contract - Requisition required.

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

Requirements Not to Exceed \$ \_\_\_\_\_

### REQUIRED SIGNATURES:

Department Manager \_\_\_\_\_

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

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 2/7/92

Date 2/13/92

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	<u>0450</u>			6110				N/A		
02.												
03.												

AMENDMENT NO 1 TO  
MULTNOMAH COUNTY AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into as of the \_\_\_ day  
of \_\_\_\_\_, 1992, by and between MULTNOMAH COUNTY, (hereinafter "COUNTY"),  
and School District No. 1, (hereinafter "CONTRACTOR").  
Multnomah County, Oregon

W I T N E S S E T H:

WHEREAS, the COUNTY and CONTRACTOR are parties to a certain  
Agreement date April, 1987, entitled Multnomah County Teen (hereinafter  
"Agreement"); and Health Centers in Portland  
High Schools

WHEREAS, the parties mutually desire to amend said Agreement in the manner  
hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

Amend Section 7, Paragraph two to read:

It is specifically agreed that Family Planning Services will be part of  
the comprehensive health services offered by the Teen Health Centers.

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

SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY,  
OREGON

By: \_\_\_\_\_  
Matthew W. Prophet, Superintendent

Date: \_\_\_\_\_  
REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: LA Kressel

Date: 2-7-92

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy  
Gladys McCoy, County Chair

Date: \_\_\_\_\_

HEALTH DEPARTMENT

By: Bill Odgaard  
Bill Odgaard, Director

Date: 2/10/92

**RATIFIED**

Multnomah County Board  
of Commissioners

R-10 2-13-92

COPY FOR: GLADYS MCCOY, CHAIR, MULTNOMAH COUNTY COMMISSIONER

2-13-92  
R-10

W DEAN KENDALL  
621 S.W. MORRISON ST., ROOM 920  
PORTLAND, OR 97205-3812

January 4, 1992

501 N. Dixon 97227

Letters to the Editor, the Oregonian and Mathew Prophet Supt. of Schools:  
Condoms should not be provided to school children.

1. Condoms are not always reliable.
2. Schools' furnishing condoms is tacit consent to youthful sexual intercourse.
3. It is not the taxpayers' responsibility to provide free condoms to school children, particularly when schools are crying poverty and taxpayers are fed up with high taxation.
4. Parents are responsible for teaching their children the serious hazards and responsibilities which accompany sexual intercourse. Children must learn that it's their own responsibility for their own actions.
5. Marriage, even 'tho' imperfect, is established by people as a practical arrangement for love, mutual support, and responsible sex.
6. Although "morality" seems excluded from today's "right think, I suggest that the schools ponder such codes and common sense before handing out unreliable devices to irresponsible school children.

Sincerely,

*Dean Kendall*

February 12, 1992, PS: Are the schools and ultimately the taxpayers prepared for liability claims arising from condom failures? (Item #1)