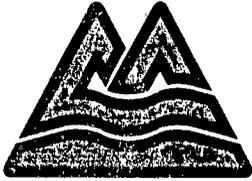


BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 7-22-93

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1 to C-6</u>	<u>SK</u>	<u>DS</u>	<u>App</u>
_____	_____	_____	_____
<u>R-1</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
* <u>R-2</u>	<u>SK</u>	<u>GTH</u>	<u>App</u>
<u>Amend.</u>	<u>SK</u>	<u>DS</u>	<u>App</u>
<u>R-3</u>	<u>SK</u>	<u>GW</u>	<u>App</u>
<u>R-4</u>	<u>SK</u>	<u>GTH</u>	<u>App</u>
<u>R-5</u>	<u>SK</u>	<u>DS</u>	<u>App</u>
<u>R-6</u>	<u>GTH</u>	<u>SK</u>	<u>App</u>
<u>R-7</u>	<u>GTH</u>	<u>DS</u>	<u>App</u>
<u>R-8</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
<u>R-9</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
* <u>UC-1</u>	<u>SK</u>	<u>SK</u>	<u>App</u>
<u>Amend</u>	<u>SK</u>	<u>DS</u>	<u>App</u>
<u>to motion</u>			

TO Place UC
 Roll Call
 Kelley ✓ 0
 Hansen ✓ 0
 Saltzman ✓ 0
 Chair Higgins ✓ 0



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JULY 19 - 23, 1993

- Monday, July 19, 1993 - 7:30 AM - Joint MeetingPage 2
- Tuesday, July 20, 1993 - 9:00 AM - Board Briefings.Page 2
- Tuesday, July 20, 1993 - 1:30 PM - Work SessionPage 2
- Thursday, July 22, 1993 - 9:30 AM - Regular MeetingPage 3

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

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

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

Monday, July 19, 1993 - 7:30 AM

Portland Building, 1120 SW Fifth Avenue

14th Floor, Conference Room A

JOINT MEETING

JM-1 Members of the Multnomah County Board of Commissioners and Multnomah County Library Board Will Meet to Discuss Various Library Issues.

Tuesday, July 20, 1993 - 9:00 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

B-1 Request for Policy Direction and Approval of the City of Portland's Fair Contracting and Employment Initiatives. Presented by Lillie Walker, Chip Lazenby and Sam Adams, Executive Assistant to Mayor Katz. 9:00 AM TIME CERTAIN, 30 MINUTES REQUESTED.

B-2 Update and Discussion of the Implications for the County Regarding the Oregon Health Plan and the Oregon Health Sciences University Collaboration. Presented by Billi Odegaard, Mary Lou Hennrich and Tom Fronk. 9:30 AM TIME CERTAIN, 1 HOUR REQUESTED.

B-3 Update and Discussion of the Partners Program, Capitating Child and Adolescent Mental Health Services. Presented by Gary Nakao, Gary Smith, James Edmondson, Elleen Deck and Barry Kast. 10:30 TIME CERTAIN, 1 HOUR REQUESTED.

B-4 Discussion and Request for Policy Direction on the Use of Library General Obligation Bond Proceeds for Temporary Rental Payments. Presented by Dave Boyer, Howard Rankin, Jim Emerson, and Ginnie Cooper. 11:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.

Tuesday, July 20, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

WORK SESSION

WS-1 Continued Discussion and Further Review of the Tax Title Audit Report Recommendations. Presented by Betsy Williams. 2 HOURS REQUESTED.

Thursday, July 22, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- App C-1 In the Matter of the Appointment of Bruce Chalmers to the METROPOLITAN ARTS COMMISSION, Term Expires June 30, 1997
- C-2 In the Matter of the Appointments of Don King and George Erdenberger to the COLUMBIA RIVER GORGE NATIONAL SCENIC AREA BI-STATE ADVISORY COUNCIL

SHERIFF'S OFFICE

- C-3 Ratification of an Intergovernmental Agreement, Contract #800284, Between the Oregon Law Enforcement Data System and the Multnomah County Sheriff's Office, for Use of the State-Wide System Using ORI/ORO260000 (Hansen Building), for the Period July 1, 1993 through June 30, 1995
- C-4 Ratification of an Intergovernmental Agreement, Contract #800294, Between the Oregon Law Enforcement Data System and the Multnomah County Sheriff's Office for Use of the State-Wide System Using ORI/ORO26023C (Jail-Warrants), for the Period July 1, 1993 through June 30, 1995
- C-5 Ratification of an Intergovernmental Agreement, Contract #800304, Between the U.S. Department of Energy, Bonneville Power Administration and Multnomah County, for the Lease of Biddle Butte Property Microwave Radio Station Site, for the Period July 1, 1993 through June 30, 1994

DEPARTMENT OF HEALTH

- C-6 Ratification of Amendment No. 1 to Intergovernmental Revenue Agreement, Contract #201333, Between the Port of Portland and Multnomah County, to Provide Hepatitis B Post-Vaccine Testing and Establish a \$42.00 Per Employee Cost, for the Period Upon Execution through December 1, 1993

REGULAR AGENDA

NON-DEPARTMENTAL

- App R-1 RESOLUTION in the Matter of Recognizing and Honoring the Diversity Within Multnomah County 93-262

SHERIFF'S OFFICE

- App * R-2 Budget Modification MCSO #1 Requesting Authorization to Appropriate Funds for Multnomah County's Participation in the Police Activities League (PAL)

COMMUNITY CORRECTIONS

APP

R-3 Ratification of an Intergovernmental Agreement, Contract #900254, Between the City of Portland and Multnomah County, Community Corrections, West District Division, for Compensation to Provide Trained Crew Leaders and Alternative Community Service Crews to Work in Areas Maintained by the Bureau of Parks and Recreation, for the Period July 1, 1993 through June 30, 1994

APP

R-4 Ratification of an Intergovernmental Revenue Agreement, Contract #900264, Between the City of Portland and Multnomah County, Community Corrections Program Development & Evaluation Division, Providing \$100,000 to Support Outpatient Drug Treatment/Acupuncture for Up to 750 Persons Per Year Arrested for Possession of a Controlled Substance, for the Period July 1, 1993 through June 30, 1994

APP

R-5 Ratification of an Intergovernmental Revenue Agreement, Contract #900294, Between the City of Portland and Multnomah County, Community Corrections Program Development & Evaluation Division, Providing \$100,032 to Participate in County's Contract with the Council for Prostitution Alternatives for Services for Women Leaving Prostitution, for the Period July 1, 1993 through June 30, 1994

DEPARTMENT OF ENVIRONMENTAL SERVICES

APP

R-6 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 8.10 Relating to Animal Control, Clarifying the Status of an Infraction Based on Non-Payment of the Potentially Dangerous Dog (PDD) Annual License Fee, Raising the Fee and Creating Separate Fees Based on the Level of Classification of the Dog 772

APP

R-7 Ratification of an Intergovernmental Agreement, Contract #302363, Between Multnomah County and the City of Portland, to Establish the Technical Requirements and Relationships Concerning the 800 MHZ Simulcast Trunked Radio System

DEPARTMENT OF SOCIAL SERVICES

APP

R-8 Request for Approval of a Notice of Intent to Apply for New Grant Funding from the Office of Juvenile Justice and Delinquency Prevention for Law Related Education in Juvenile Justice Setting, in the Amount of \$210,000

APP

R-9 Request for Approval of a Notice of Intent to Apply for New Grant Funding from the Office of Juvenile Justice and Delinquency Prevention for Accountability-Based Community (ABC) Intervention Program, in the Amount of \$100,000

PUBLIC COMMENT

R-10 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.



MULTNOMAH COUNTY OREGON

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

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

SUPPLEMENTAL AGENDA

Thursday, July 22, 1993 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

UNANIMOUS CONSENT ITEM

UC-1 Budget Modification NOND #1 Requesting Authorization to Appropriate \$25,000 from General Fund Contingency to Fund the Outside In Needle Exchange Program

*Amended
& App*

0266C/13
cap

TANYA COLLIER
Multnomah County Commissioner
District 3



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

MEMORANDUM

TO: Acting Chair Hank Miggins
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Sharron Kelley
Board Clerks

FROM: Commissioner Tanya Collier *Tanya Collier*

DATE: May 17, 1993

SUBJECT: Absence from Board of Commissioners Meetings in July

Looking ahead to the month of July, I have identified several days in which I will be absent from the Board meetings.

The days in which I shall be absent are:

Friday, July 9th, 1993

Monday, July, 12, 1993

Wednesday, July 21 - Friday, July 30, 1993

BOARD OF
COUNTY COMMISSIONERS
1993 MAY 17 PM 3:59
MULTNOMAH COUNTY
OREGON

MEETING DATE: JUL 22 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 22, 1993

Amount of Time Needed: Consent Calendar

DEPARTMENT: Non-departmental DIVISION: Chair's Office

CONTACT: Kathy Millard TELEPHONE #: 248-3308
BLDG/ROOM #: ~~101/1310~~ 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

APPOINTMENT TO: The Metropolitan Arts Commission

Bruce Chalmers, new appointment, term expires June 30, 1997

CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUL 14 AM 10:22

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *A.C. Higgins*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

M E T R O P O L I T A N A R T S C O M M I S S I O N

July 8, 1993

TO: Hank Miggins, Acting County Executive
Kathy Millard, Staff Assistant

FROM: Bill Bulick, Executive Director

RE: Metropolitan Arts Commission appointments

We are writing to recommend that you appoint Bruce Chalmers to the Metropolitan Arts Commission. An Interest Form is enclosed.

Bruce Chalmers would fill Position #6, replacing Dr. Mike McKeel for a two year term ending June 30, 1995. He would be eligible for another two year term ending June 30, 1997.

Bruce Chalmers is the former Director of the Portland Opera and Opera Carolina. Bruce also chaired a two year research project for the Metropolitan Arts Commission, "Older Audiences Outreach," that recommended steps to improve access to the arts for senior citizens.

Our board development committee feels that it should be a high priority to have representation from the senior constituency on the Commission. Bruce brings a wealth of knowledge about the arts, a tremendous commitment to access and a real willingness to devote the time and energy required to forward MAC's mission.

Ethnic Representation

When all City and County vacancies are filled the Commission will maintain its long standing, excellent record of ethnic representation with six positions of twenty-one, or 29%. Three African Americans, one Hispanic, one Native American and one Asian will be part of the MAC team.

Metropolitan Arts Commission
1120 SW Fifth Avenue, Room 1023
Portland, Oregon 97204-1983
(503) 823-5111
TDD# (503) 823-6868
Member of the National
Assembly of Local Arts Agencies

Commissioners
Clark Worth
Chairperson
Annie Painter
Vice Chairperson
Jeffrey Alden
Richard J. Brown

Judy Bryant
Isabella Chappell
Nancy Chernoff
Mark Gardiner
Patrick Harrington
Marianne Mayfield Hill
Michael McKeel, DMD

Henk Pander
Joan Shipley
Ramona Soto-Rank
Yolanda Valdes-Rementeria
Virginia Willard

Executive Director
William D. Bulick
(503) 823-5405
Associate Director
Donna Milrany
(503) 823-5404

City Liaison
Commissioner Mike Lindberg
County Liaison
County Executive Gladys McCoy
Regional Transition Team
Liaison Joyce Ashmanskas



INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Metropolitan Arts Commission

B. Name Chalmers, Bruce Abernathy

Address 2715 NE Bryant St.

City Portland State OR Zip Code 97211

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

Home Phone 287-4864

C. Current Employer Retired - Consultant

Address

City State Zip Code

Your Job Title Retired - Consultant

Work Phone 287-4864 (Ext)

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

D. Previous Employers Dates Job Title

1982/1989 General Director - Opera Carolina General & Artistic Management

1976/1982 General Manager - Portland Opera, General Management

1990/1992 Volunteer - Concordia College Placement & Seminars

(Volunteer of the Year, 1991)

1991 to date - Volunteer - OASIS (Older Adults Services & Info System)

Member of Advisory Council

BOARDS AND COMMISSIONS

CONTACT: KATHY MILLARD

1990/1991 Chairman, Steering Committee Aging & the Arts Project through Metropolitan Arts Commission

OFFICE OF THE MULTNOMAH COUNTY CHAIR

1120 SW FIFTH, ROOM 1410 PORTLAND, OREGON 97204 (503) 248-3308

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
OASIS	1991 to date	Member of Advisory Council
* Concordia College	1990/1991	Placement and Seminars
Metropolitan Arts Commission	1990/1991	Steering Committee Chairman Aging & the Arts Project

* Volunteer of the Year - 1991 (Concordia College)

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Edinburgh University	1932-1938	Master of Arts, Bachelor of Laws
Inns of Court Law School, London	1949-1952	Barrister-at-law

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

Mr. Gary Withers, Metropolitan Family Services, 2281 NW Everett, Portland, OR 97210
Phone: 228-7238

Mr. Grant Thuemmel, Chairman, OASIS Advisory Council, c/o Meier & Frank
621 SW 5th, Portland, OR 97204
Phone: 246-3085

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

None

I. Affirmative Action Information

Male Scottish/Celtic
sex/racial ethnic background

Birth date: Month 5 Day 3 Year 1915

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

Signature _____ Date _____

MEETING DATE: JUL 22 1993

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent Calendar

DEPARTMENT: Non-departmental DIVISION: Chair's Office

CONTACT: Sharon Timko TELEPHONE #: 248-3308

BLDG/ROOM #: 106|1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Appointment to:

Columbia River Gorge National Scenic Area Bi-State Advisory Council

Don King, new appointment
George Erdenberger, new appointment

1993 JUL 14 PM 2:32
COUNTY COMMISSIONER
OFFICE OF
MOLINA
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Andy Craighead*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)
Columbia River Gorge National Scenic Area Bi-State Advisory Council

B. Name DON KING

Address 9985 Schacht Road

City BORING State OR Zip Code 97009

Do you live in No unincorporated Multnomah County or No a city within Multnomah County.

Home Phone 503 - 661 - 5390

C. Current Employer Mt. Hood Community College

Address 323 NE Roberts

City Gresham State OR Zip Code 97030

Your Job Title DIRECTOR, Sm Business Develop. Center

Work Phone 503 - 667 - 7658 (Ext) NA

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

D. Previous Employers _____ Dates _____ Job Title _____

See Attached Resume

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
I-84 Corridor Assoc Board	1991-1992	BOARD
Regional Workforce Quality Council (Subcommittee, Econ Develop)		Subcommittee
Gresham Downtown Develop Assoc		Advisor

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
UCLA	1967-1971	Major in Public Admin (Specialization in Housing & Urban Development)

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

Sharon Kelley, Commissioner	248-5213
Marilyn Holstrom, City Manager (Fairview)	665-7929
Dr. Hans Lasher, Superintendent (Reynolds)	661-7200

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

None

I. Affirmative Action Information

M/W

sex/racial ethnic background

Birth date: Month 8 Day 4 Year 47

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

Signature

Don King

Date

7/14/93

Post-It™ brand fax transmittal memo 7671		# of pages > 3
To Sharon	From Don King	
Co.	Co.	
Dept.	Phone # 667-7658	
Fax # 268-3308	Fax # 666-1140	

Don King
 667-7658, 666-1140 fax
 9985 S.E. Schacht Road, Boring, Oregon 97009-9615

Strengths Strong financial, marketing, people and computer skills

Economic Development

- Implemented a downtown revitalization project
- Formulated a Community Development Corporation
- Wrote 2 successful HUD Loan and Grant Applications
- Formerly on the board of directors of the I-84 Corridor Association

Management

- Directing the fastest growing Business Development Center in Oregon
- Developed and administered an SBA management training contract
- Financially managed the largest Headstart Agency in LA County
- Supervised and audited an employee credit union
- Financially managed a construction, leasing, maintenance and social services agency with an annual budget of \$4.5 million

Business Ownership

- Owned and operated three successful businesses—furniture manufacturer, remodeling contractor, business consultant
- Provided management consulting services to over a thousand small business owners and start-ups

Work History & Education

- 1986-present Director, Business Center, Mt. Hood Community College
- 1977-1986 Furniture Manufacturer, Don King Company
- 1975-1977 Financial Manager, Salem Housing Authority
- 1973-1975 Partner, King & Nelson Associates, Management Counsel
- 1973 Project Director, SBA Management Assistance Contract
- 1973-1980 Adjunct Faculty, Mayihurst College & Portland Community College
- 1972 CFO, Child Care Development Services, Inc.
- 1971 Acting Director, Economic Development Unit, Compton Redevelopment Agency
- 1971 MPA (Charles Scott Fellow); BA, Economics, UCLA



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Columbia River Gorge National Scenic Area Bi-State Advisory Council

B. Name GEORGE R. ERDENBERGER

Address 48510 E. CROWN POINR HWY./BOX 18

City BRIDAL VEIL State OREGON Zip Code 97010

Do you live in unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone (503) 695-2393

C. Current Employer SELF EMPLOYED

Address 811 N.W. 20th AVE.

City PORTLAND State OREGON Zip Code 97209

Your Job Title LANDSCAPE ARCHITECT (OREGON REGISTERED LANDSCAPE ARCHITECT #176)

Work Phone (503) 274-1275 (Ext) _____

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

D. Previous Employers	Dates	Job Title
<u>HAYDEN ISLAND INC.</u>	<u>1978 - 1980</u>	<u>PROJECT MANAGER</u>
<u>MULTNOMAH CO. PLANNING & LAND DEVELOPMENT</u>	<u>1975 - 1980</u>	<u>DESIGN PLANNER</u>

OTHER PREVIOUS POSITIONS: LANDSCAPE PLANNER, SITE PLANNER, PLANNING TECHNICIAN, ENGINEERING TECHNICIAN, BUILDER, USN CONSTRUCTION BATTALIONA.

CONTACT: KATHY MILLARD

OFFICE OF THE MULTNOMAH COUNTY CHAIR
1120 SW FIFTH, ROOM 1410
PORTLAND, OREGON 97204

(503) 248-3308

m. Please list all current and past volunteer activities.

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
FRANCISCAN SISTERS OF THE EUCHARIST	1978 TO PRESENT	COORDINATE VOLUNTEER RENOVATION/UPKEEP OF HISTORIC FRANCISCAN VILLA-BRIDAL VE
FRANCISCAN MONTESSORI EARTH SCHOOL	1982 - 1990	VICE CHAIRMAN - FRANCISCAN MONTESSORI EARTH SCHOOL ADVISORY BOARD.
F.M.E.S	1983 - 1986	CHAIRMAN - F.M.E.S. LONG RANGE PLANNING & FINANCIAL PLANNING COMMITTEE

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Responsibilities</u>
COLLEGE OF ARCHITECTURE & FINE ARTS UNIVERSITY OF FLORIDA	1970 - 1973	BACHELORS OF LANDSCAPE ARCHITECTURE
ST. PETERSBURG JUNIOR COLLEGE	1968 - 1970	ASSOCIATE OF ARTS
BUILDERS SCHOOL (HEAVY CONSTRUCTION) U.S. NAVAL CONSTRUCTION BATTALIONS	1966	CARPENTRY/CONCRETE/TIMBER

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

— 1120 SW 5th AVE.
 LAWRENCE KRESSEL—MULTNOMAH CO. COUNSEL PORTLAND, ORE. 97210 248-3138

RICHARD BENNER—DIRECTOR, OREGON STATE LAND CONSERVATION AND DEVELOPMENT COMMISSION 1175 COURT ST. NE. SALEM, OREGON 97310 373-0050

ADDITIONAL: MULTNOMAH CO. PLANNING & LAND DEVELOPMENT BOB HALL & MARK HESS

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

CLIENTS WITHIN THE COLUMBIA GORGE SCENIC AREA: CURRENTLY NOT REPRESENTING ANY CLIENTS WITHIN THE GORGE AREA*AND WILL NOT ACCEPT ANY POTENTIAL ECONOMICALLY INTERESTED PARTIES DURING TENURE ON COMMISSION. *(EXCEPTION: FRANCISCAN SISTERS - ONGOING RESTORATION PROJECT HAS NO ECONOMIC INTEREST.)

i. Affirmative Action Information

MALE/CAUCASIAN
sex/racial ethnic background

Birth date: Month 10 Day 10 Year 1946

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

Signature *George P. Edmeyer* Date July 14, 1993

GEORGE R. ERDENBERGER - LANDSCAPE ARCHITECT

PROFESSIONAL QUALIFICATIONS

A. LANDSCAPE ARCHITECT: OREGON REGISTERED LANDSCAPE ARCHITECT #176

CURRENTLY INVOLVED IN PRIVATE PROFESSIONAL PRACTICE. PROVIDE PROFESSIONAL SERVICES FOR SITE EVALUATION, PLANNING, AND DESIGN; LAND USE PERMIT PROCESSING; HISTORIC SITE RESEARCH AND RESTORATION, LANDSCAPE ASSESSMENT, PLANNING, DESIGN AND MAINTENANCE EVALUATION AND PROGRAMS; SMALL STRUCTURE DESIGN AND CONSTRUCTION DOCUMENTATION; NATURAL SYSTEM EVALUATION, MITIGATION AND CONSTRUCTION DOCUMENTATION; ON SITE DIRECTION OF CONSTRUCTION AND VOLUNTEER LABOR ORGANIZATION.

EXPERIENCE AND PROJECTS RELEVANT TO THIS ISSUE:

-14 YEAR INVOLVEMENT OF ONGOING RESTORATION OF FRANCISCAN VILLA AT BRIDAL VEIL. (SISTER BUILDING TO THE COLUMBIA GORGE HOTEL.)

CLIENT: FRANCISCAN SISTER OF THE EUCHARIST

-SITE RESTORATION PLAN FOR FOREST HALL. (ORIGINAL 1916 'MAXWELL HOUSE' RESTAURANT ON THE SCENIC HIGHWAY).

CLIENT: PATH AND ELLEN BROTHERS

-SITE DESIGN/LANDSCAPING FOR RESIDENCE - DALTON POINT

CLIENT: CAREY AND SANDI SUND

-FEASIBILITY STUDY AND CONCEPT PLAN FOR SHIPP PROPERTY.

CLIENT: PROSPECTIVE BUYER

-VARIOUS LAND USE APPLICATIONS TO THE COLUMBIA RIVER GORGE COMMISSION AND MULTNOMAH COUNTY.

-VISUAL IMAGE IMPROVEMENT STUDY-RURAL MULTNOMAH COUNTY COMMUNITIES WITHIN THE COLUMBIA RIVER GORGE NATIONAL SCENIC AREA

B. DESIGN AND LAND USE PLANNER - MULTNOMAH COUNTY (+OTHERS)

EXPERIENCE AND PROJECTS RELEVANT TO THIS ISSUE:

- IMPLEMENTED/ADMINISTERED MULTNOMAH CO. DESIGN REVIEW ORD.
- ADMINISTERED CO. SUBDIVISION AND ZONING ORD.
- PREPARED STAFF REPORTS, PERFORMED SITE INVESTIGATIONS AND CONDUCTED PLANNING NEGOTIATIONS WITH DEVELOPERS.
- INCORPORATED NEWLY ADOPTED STATEWIDE LAND USE GOALS AND LEGAL DECISIONS INTO APPLICATION PROCEDURES AND STAFF REPORTS.
- REVIEWED AREAS OF SIGNIFICANT ENVIRONMENTAL CONCERN APPLICATIONS.

C. CONSTRUCTION MANAGEMENT & CONSTRUCTION SKILLS

- PROJECT MANAGER - COMMERCIAL, INDUSTRIAL, AND P.U.D CONSTRUCTION PLANNING, SCHEDULING, COSTING, ETC.
CLIENT: HAYDEN ISLAND ENGINEERING AND CONSTRUCTION
- CONTRACTING, DESIGN, AND CARPENTRY SKILLS.
PRIVATE CONTRACTORS & NAVAL CONSTRUCTION BATTALIONS 'SEABEES'

REFERENCES:

1. LAURENCE KRESSEL - MULTNOMAH COUNTY COUNSEL
1120 SW 5TH
PORTLAND, OREGON 97210 248-3138
2. RICHARD BENNER - DIRECTOR, OREGON STATE LAND CONSERVATION AND DEVELOPMENT COMMISSION
1175 COURT ST. NE
SALEM, OREGON 97310 373-0050
3. MOTHER MARY MICHAEL - FRANCISCAN SISTERS OF THE EUCHARIST
43100 E. CROWN PT. HWY./BOX 23
BRIDAL VEIL, OREGON 97010 695-2375
4. MULTNOMAH COUNTY PLANNING AND LAND DEVELOPMENT STAFF:
PREVIOUSLY WORKED WITH: BOB HALL, MARK HESS, IRV EWING

ADDITIONAL NOTE: I WAS INVOLVED IN THE TOURISM INDUSTRY OF FLORIDA WHILE LIVING THERE FOR 15 YEARS AND ATTENDING COLLEGE. PARENTS OWNED MOTEL AND PARTICIPATED IN TOURISM ACTIVITIES. WORKED ON PLANNING AND STUDIES OF TOURISM RELATED PROJECTS.

CONTRACT #: 800284

MEETING DATE: JUL 22 1993

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon Law Enforcement Data System and the Sheriff's Office

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 22 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Civil

CONTACT: Larry Aab TELEPHONE #: 251-2489 BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

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

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

An Intergovernmental Agreement between Oregon Law Enforcement Data System and the Sheriff's Office for use of state-wide system using ORI/OR0260000. (Hansen Bldg). Renewal.

Originals sent to Larry Aab on 7-23-93

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

1993 JUL 9 9 PM 21 42 MULTNOMAH COUNTY OREGON BOARD OF COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800284

MULTNOMAH COUNTY OREGON

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>7/22/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
--	---	---

Department SHERIFF'S OFFICE Division CIVIL Date 6/28/93

Contract Originator STEPHANIE CLARK Phone 251-2415 Bldg/Room HANSEN BLDG

Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room HANSEN BLDG

Description of Contract Renewal of required agreement with the Oregon Law Enforcement Data Systems for use of state-wide system using ORI/OR0260000 (Hansen Bldg)

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name OLEDs
 Mailing Address 155 Cottage St., NE
Salem, OR 97310
 Phone 1-503-378-5565
 Employer ID # or SS # _____
 Effective Date 070193
 Termination Date 063095
 Original Contract Amount \$ DNA
 Amount of Amendment \$ DNA
 Total Amount of Agreement \$ DNA

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

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

REQUIRED SIGNATURES

Department Manager [Signature]
 Purchasing Director (Class II Contracts Only) [Signature]
 County Counsel [Signature]
 County Chair/Sheriff _____
 Contract Administration (Class I, Class II contracts only) _____

Encumber: Yes No

Date _____
 Date _____
 Date 7-7-93
 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.		Not applicable									
02.											
03.											

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

ORIGINAL

LAW ENFORCEMENT DATA SYSTEM

USER AGREEMENT

I. PARTIES TO THE AGREEMENT

The parties to this agreement are:

- (1) The Executive Department, Law Enforcement Data System of the State of Oregon (hereinafter called LEDS); and the agency identified below (hereinafter called User Agency).

- (2) OR0260000 LR PDS 17608
STEPHANIE CLARK
MULTNOMAH COUNTY SHERIFF'S OFFICE
12240 NE GLISAN STREET
PORTLAND OR 97230 2117

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to ensure that the User Agency understands and agrees to adhere to the rules, policies and procedures for the use of the Oregon Law Enforcement Data System (LEDS), the National Crime Information Center (NCIC) and other systems accessed via LEDS. NCIC policy requires that such an agreement be in effect between a State system and any user agency with access to NCIC. This requirement is also included in LEDS Administrative Rules.

III. COMPLIANCE AUDITS.

From time to time LEDS will audit the User Agency for compliance with this Agreement.

The User Agency agrees to make available, to LEDS and to NCIC, all those facilities, files, data and other records reasonably necessary and pertinent to the conduct of any audit scheduled or requested by LEDS or NCIC. The User Agency shall also cooperate fully, and ensure the full cooperation of its officers, employees and agents, in the conducting of any audit. Such cooperation shall include the User Agency's officers, agents and employees responding to questionnaires and to interviews if requested by LEDS or by NCIC.

The User Agency shall bear its own costs and expenses sustained by it in cooperating with any audit.

IV. INCORPORATED DOCUMENTS.

The following documents are incorporated into this Agreement by reference. The User Agency agrees to adhere to the rules, policies and procedures specified in these two documents.

- A. Oregon Administrative Rules (OAR 107-50-000 through OAR 107-50-050), governing use of the Law Enforcement Data System.
- B. The LEDS Operating Manual.
ensure maximum system effectiveness.

V. TIMELINESS OF RECORD ENTRY

Timeliness for various files is defined below.

- A. **Wanted Persons:** A timely entry in the wanted person files means entry made immediately after the decision to arrest or to authorize arrest has been made, and after the decision has been made as to whether and how far to go for extradition.
- B. **Vehicles, Boats, Parts, License Plates:** Timely entry of stolen or felony motor vehicles, boats, parts and license plates means entry made immediately upon receipt and verification of the information with the victim or other responsible party and with the appropriate motor vehicle or boat registration agency, if possible.
- C. **Guns, Articles, Securities:** Timely entry of stolen guns, articles or securities means entry within twenty-four (24) hours of the time when complete information is available.
- D. **Missing Persons, Unidentified Persons, Persons of Interest and Restraining Orders:** Timely entry of missing persons, unidentified persons, persons of interest and restraining orders means entry immediately after the decision has been made that the record qualifies for entry.

VI. TIMELINESS OF RECORD REMOVAL

The User Agency agrees to remove its records in a timely manner. Timely removal of a record from file means an immediate removal once a fugitive has been arrested or is no longer wanted, or when an item of property has been recovered, or when a missing person has been located, etc.

VII. TIMELINESS OF INQUIRY.

The User Agency recognizes the timeliness of system inquiries is important for the promotion of justice and the safety of law enforcement officers and the public. Timeliness of inquiry means initiation of the inquiry before a police officer begins writing an arrest or citation document of any kind, inquiry prior to the release of a person who has been incarcerated, inquiry upon those who appear at a custodial facility to visit inmates, etc.

VIII. RECORD VALIDATION

The User Agency agrees to regularly validate and confirm records it has entered into LEDS and NCIC are complete, accurate and still outstanding or active, following the procedures specified in the LEDS Operating Manual.

IX. COMPLETENESS AND ACCURACY

The User Agency agrees to maintain it's records in LEDS and NCIC in a complete and accurate status, and to use all appropriate information available when making system inquiries.

Complete entries include all applicable information available about the person or property at the time of the entry. The validation process should include a review of whether additional information has become available which should be added to the original entry.

Complete inquires include all available identifying numbers (social security, passport, driver's license number, VIN, license plate, serial numbers, owner applied numbers, etc.) as well as all known names and alias names used by a suspect.

NCIC policy regarding accuracy of records entered into NCIC requires that entries be double-checked by a second party. Examples of such verification includes assuring appropriate cross-checks (VIN/License numbers, name/driver's license numbers, etc.) were made, and data in the record matches the data in the investigative report or other source documents.

A record in LEDS or NCIC files must be modified or removed promptly upon finding information in the record is incorrect or invalid.

X. TEN-MINUTE HIT CONFIRMATION

The User Agency agrees to adhere to the ten-minute hit confirmation policy. LEDS and NCIC policies require the originating agency of a record, or a designated alternate agency, be available twenty-four (24) hours a day to confirm inquiry "hits". Upon receipt of a hit confirmation request from another agency, the originating agency or it's designated alternate must, within ten (10) minutes, furnish to the requesting agency a substantive response. This means a positive or negative confirmation or notice of the specific amount of time necessary to conform the status of the record.

XI. LEGAL RESPONSIBILITIES FOR RECORD ENTRIES AND INFORMATION ACCESS AND DISSEMINATION

The User Agency agrees it shall be legally responsible, as between LEDS and other user agencies and the User Agency, for the accuracy and completeness of its records in LEDS and NCIC, the timeliness of entry and removal of records from the system, and for adhering to system security and information access and dissemination requirements. This paragraph pertains only to the relative rights and responsibilities of LEDS and user agencies and does not constitute an undertaking of any duties with respect to third parties.

XII. STANDARDS AND SANCTIONS

The User Agency agrees to establish and maintain security standards, audit standards and personal training standards adequate to ensure system security and the accuracy, completeness and timeliness of entries consistent with this Agreement and the standards established in the incorporated documents (Part IV).

The User Agency shall comply promptly with all directives of NCIC or LEDS regarding actions designed to assure compliance by the User Agency with the standards referenced in this part.

LEDS shall have the discretion to require the User Agency's compliance with the standards by taking such action as the circumstances of non-compliance or risks of non-compliance require in the particular case. Remedial action that may be required by LEDS may include, but is not limited to, informal verbal requests for curative action by the User Agency, letters requiring curative steps to be taken by the User Agency and specifying a reasonable time for the accomplishment of those steps, or requirements for the review or monitoring of the User Agency's operations.

LEDS is also authorized to impose sanctions for non-compliance with the standards contained or incorporated by reference in this Agreement, and for any failure or refusal to take corrective action. The nature and scope of the sanctions shall be the sole discretion of LEDS. The authority to impose sanctions shall include authority to impose probationary terms and periods, and ultimately extends to temporarily or permanently disabling the User Agency's terminal access or terminating this Agreement on such notice as may be deemed reasonable by LEDS.

XIII. TERM AND TERMINATION

This Agreement shall become effective on the date of execution by the last party indicated below and shall extend until June 30, 1995, unless sooner terminated by mutual consent of the parties or by one party on no fewer than thirty (30) days written notice. This Agreement may be extended for an additional term, not to exceed two (2) years, by letter of extension signed by both parties no fewer than fourteen (14) days prior to the termination date.

User Agency

LEDS

Multnomah County Sheriff's
Agency Name Office

Law Enforcement Data System
Agency Name

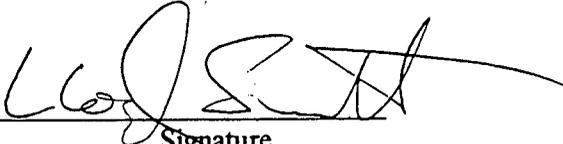
Bob Skipper
Name of Person Signing

Lloyd Smith
Name of Person Signing

Sheriff
Title

Manager
Title

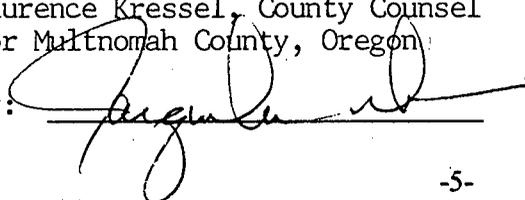
Signature

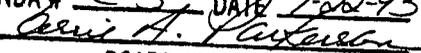

Signature

Date

6-17-93
Date

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

By: 

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 6-22-93

BOARD CLERK

ORIGINAL

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon Law Enforcement Data System and the Sheriff's Office

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: July 22 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Civil

CONTACT: Larry Aab TELEPHONE #: 251-2489 BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

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

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

An Intergovernmental Agreement between Oregon Law Enforcement Data System and the Sheriff's Office for use of state-wide system using ORI/OR026023C. (Jail-Warrants). Renewal.

Originals sent to Larry Aab on 7-23-93

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER:

BOARD OF COUNTY COMMISSIONERS 1993 JUL - 9 PM 2:42 MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 800294

MULTNOMAH COUNTY OREGON

Amendment # _____

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">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 align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>7/22/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
--	--	---

Department SHERIFF'S OFFICE Division CIVIL Date 6/28/93

Contract Originator STEPHANIE CLARK Phone 251-2415 Bldg/Room HANSEN BLDG

Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room HANSEN BLDG

Description of Contract Renewal of required agreement with the Oregon Law Enforcement Data Systems for use of state-wide system using ORI/OR026023C (Jail-Warrants)

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OLEDs
 Mailing Address 155 Cottage St., NE
Salem, OR 97310
 Phone 1-503-378-5565
 Employer ID # or SS # _____
 Effective Date 070193
 Termination Date 063095
 Original Contract Amount \$ DNA
 Amount of Amendment \$ DNA
 Total Amount of Agreement \$ DNA

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

REQUIRED SIGNATURES:

Department Manager [Signature]
 Purchasing Director (Class II Contracts Only) _____
 County Counsel [Signature]
 County Chair/Sheriff _____
 Contract Administration (Class I, Class II contracts only) _____

Encumber: Yes No
 Date _____
 Date 7-7-93
 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.		Not applicable									
02.											
03.											

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

ORIGINAL

LAW ENFORCEMENT DATA SYSTEM

USER AGREEMENT

I. PARTIES TO THE AGREEMENT

The parties to this agreement are:

- (1) The Executive Department, Law Enforcement Data System of the State of Oregon (hereinafter called LEDS); and the agency identified below (hereinafter called User Agency).

- (2) OR026023C LR MCL 18460
STEPHANIE CLARK
MULTNOMAH COUNTY JAIL - WARRANTS
12240 NE GLISAN STREET
PORTLAND OR 97230 2117

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to ensure that the User Agency understands and agrees to adhere to the rules, policies and procedures for the use of the Oregon Law Enforcement Data System (LEDS), the National Crime Information Center (NCIC) and other systems accessed via LEDS. NCIC policy requires that such an agreement be in effect between a State system and any user agency with access to NCIC. This requirement is also included in LEDS Administrative Rules.

III. COMPLIANCE AUDITS.

From time to time LEDS will audit the User Agency for compliance with this Agreement.

The User Agency agrees to make available, to LEDS and to NCIC, all those facilities, files, data and other records reasonably necessary and pertinent to the conduct of any audit scheduled or requested by LEDS or NCIC. The User Agency shall also cooperate fully, and ensure the full cooperation of it's officers, employees and agents, in the conducting of any audit. Such cooperation shall include the User Agency's officers, agents and employees responding to questionnaires and to interviews if requested by LEDS or by NCIC.

The User Agency shall bear it's own costs and expenses sustained by it in cooperating with any audit.

IV. INCORPORATED DOCUMENTS.

The following documents are incorporated into this Agreement by reference. The User Agency agrees to adhere to the rules, policies and procedures specified in these two documents.

- A. Oregon Administrative Rules (OAR 107-50-000 through OAR 107-50-050), governing use of the Law Enforcement Data System.
- B. The LEDS Operating Manual.
ensure maximum system effectiveness.

V. TIMELINESS OF RECORD ENTRY

Timeliness for various files is defined below.

- A. **Wanted Persons:** A timely entry in the wanted person files means entry made immediately after the decision to arrest or to authorize arrest has been made, and after the decision has been made as to whether and how far to go for extradition.
- B. **Vehicles, Boats, Parts, License Plates:** Timely entry of stolen or felony motor vehicles, boats, parts and license plates means entry made immediately upon receipt and verification of the information with the victim or other responsible party and with the appropriate motor vehicle or boat registration agency, if possible.
- C. **Guns, Articles, Securities:** Timely entry of stolen guns, articles or securities means entry within twenty-four (24) hours of the time when complete information is available.
- D. **Missing Persons, Unidentified Persons, Persons of Interest and Restraining Orders:** Timely entry of missing persons, unidentified persons, persons of interest and restraining orders means entry immediately after the decision has been made that the record qualifies for entry.

VI. TIMELINESS OF RECORD REMOVAL

The User Agency agrees to remove it's records in a timely manner. Timely removal of a record from file means an immediate removal once a fugitive has been arrested or is no longer wanted, or when an item of property has been recovered, or when a missing person has been located, etc.

VII. TIMELINESS OF INQUIRY.

The User Agency recognizes the timeliness of system inquiries is important for the promotion of justice and the safety of law enforcement officers and the public. Timeliness of inquiry means initiation of the inquiry before a police officer begins writing an arrest or citation document of any kind, inquiry prior to the release of a person who has been incarcerated, inquiry upon those who appear at a custodial facility to visit inmates, etc.

VIII. RECORD VALIDATION

The User Agency agrees to regularly validate and confirm records it has entered into LEDS and NCIC are complete, accurate and still outstanding or active, following the procedures specified in the LEDS Operating Manual.

IX. COMPLETENESS AND ACCURACY

The User Agency agrees to maintain it's records in LEDS and NCIC in a complete and accurate status, and to use all appropriate information available when making system inquiries.

Complete entries include all applicable information available about the person or property at the time of the entry. The validation process should include a review of whether additional information has become available which should be added to the original entry.

Complete inquires include all available identifying numbers (social security, passport, driver's license number, VIN, license plate, serial numbers, owner applied numbers, etc.) as well as all known names and alias names used by a suspect.

NCIC policy regarding accuracy of records entered into NCIC requires that entries be double-checked by a second party. Examples of such verification includes assuring appropriate cross-checks (VIN/License numbers, name/driver's license numbers, etc.) were made, and data in the record matches the data in the investigative report or other source documents.

A record in LEDS or NCIC files must be modified or removed promptly upon finding information in the record is incorrect or invalid.

X. TEN-MINUTE HIT CONFIRMATION

The User Agency agrees to adhere to the ten-minute hit confirmation policy. LEDS and NCIC policies require the originating agency of a record, or a designated alternate agency, be available twenty-four (24) hours a day to confirm inquiry "hits". Upon receipt of a hit confirmation request from another agency, the originating agency or it's designated alternate must, within ten (10) minutes, furnish to the requesting agency a substantive response. This means a positive or negative confirmation or notice of the specific amount of time necessary to conform the status of the record.

XI. LEGAL RESPONSIBILITIES FOR RECORD ENTRIES AND INFORMATION ACCESS AND DISSEMINATION

The User Agency agrees it shall be legally responsible, as between LEDS and other user agencies and the User Agency, for the accuracy and completeness of its records in LEDS and NCIC, the timeliness of entry and removal of records from the system, and for adhering to system security and information access and dissemination requirements. This paragraph pertains only to the relative rights and responsibilities of LEDS and user agencies and does not constitute an undertaking of any duties with respect to third parties.

XII. STANDARDS AND SANCTIONS

The User Agency agrees to establish and maintain security standards, audit standards and personal training standards adequate to ensure system security and the accuracy, completeness and timeliness of entries consistent with this Agreement and the standards established in the incorporated documents (Part IV).

The User Agency shall comply promptly with all directives of NCIC or LEDS regarding actions designed to assure compliance by the User Agency with the standards referenced in this part.

LEDS shall have the discretion to require the User Agency's compliance with the standards by taking such action as the circumstances of non-compliance or risks of non-compliance require in the particular case. Remedial action that may be required by LEDS may include, but is not limited to, informal verbal requests for curative action by the User Agency, letters requiring curative steps to be taken by the User Agency and specifying a reasonable time for the accomplishment of those steps, or requirements for the review or monitoring of the User Agency's operations.

LEDS is also authorized to impose sanctions for non-compliance with the standards contained or incorporated by reference in this Agreement, and for any failure or refusal to take corrective action. The nature and scope of the sanctions shall be the sole discretion of LEDS. The authority to impose sanctions shall include authority to impose probationary terms and periods, and ultimately extends to temporarily or permanently disabling the User Agency's terminal access or terminating this Agreement on such notice as may be deemed reasonable by LEDS.

XIII. TERM AND TERMINATION

This Agreement shall become effective on the date of execution by the last party indicated below and shall extend until June 30, 1995, unless sooner terminated by mutual consent of the parties or by one party on no fewer than thirty (30) days written notice. This Agreement may be extended for an additional term, not to exceed two (2) years, by letter of extension signed by both parties no fewer than fourteen (14) days prior to the termination date.

User Agency

LEDS

Multnomah County Sheriff's
Agency Name Office

Law Enforcement Data System
Agency Name

Bob Skipper
Name of Person Signing

Lloyd Smith
Name of Person Signing

Sheriff
Title

Manager
Title

Signature

Lloyd Smith
Signature

Date

6-17-93
Date

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

By: [Signature]

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 7-22-93
[Signature]
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between U.S. Dept of Energy-Bonneville Power Admin and the Sheriff's Office

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 22, 1993

Amount of Time Needed: 5-10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

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

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

Intergovernmental Agreement between U.S. Dept of Energy-Bonneville Power Administration and the Sheriff's Office for the lease of Biddle Butte Property Microwave Radio Station Site. Renewal.

Sent Originals to Larry Aab on 7-23-93.

CONSENT

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper Jr

OR

DEPARTMENT MANAGER:

BOARD OF COUNTY COMMISSIONERS 1993 JUL 13 PM 12:32 MULLINBACH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800304
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>7/22/93</u></p> <p><u>Carrie A. Parkerson</u> BOARD CLERK</p>
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Department Sheriff's Office Division Enforcement Date June 30, 1993

Contract Originator Randy Amundson Phone 251-2401 Bldg/Room 313/

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract Lease of Biddle Butte Property Microwave Radio Station Site.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name U.S. Dept of Energy - BPA

Mailing Address Dale Hing
Lower Columbia Area PSC
PO Box 3621 Portland OR 97208-3621

Phone 230-4576

Employer ID# or SS# _____

Effective Date July 1, 1993

Termination Date June 30, 1994

Original Contract Amount \$ 3,324.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____

Payment Schedule

Lump Sum \$ 3,324.00 Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager R. E. Amundson

Purchasing Director _____
(Class II Contracts Only)

County Counsel Sandra L. Duff

County Chair / Sheriff _____

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

Encumber: Yes No

Date _____

Date 7-15-93

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.	100	025	3102			6170					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

ORIGINAL
ORIGINAL

Lease No. DE-RL79-93BP75911
Tract No. Biddle Butte Microwave
Radio Station
Case No. 890087

LEASE
TO
MULTNOMAH COUNTY, OREGON
FOR INSTALLATION AT

BIDDLE BUTTE MICROWAVE RADIO STATION SITE

The UNITED STATES OF AMERICA, Department of Energy, acting through the Bonneville Power Administrator (hereinafter called the "Lessor") does hereby, subject to existing rights, if any, of other parties, leases to Multnomah County, Oregon, (hereinafter called the "Lessee") the right to install, operate, maintain, and remove radio equipment in/on Lessor's Biddle Butte Microwave Radio Station Site located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, subject to the following covenants and conditions:

1. Term of Lease: The term of this lease shall be from July 1, 1993, through June 30, 1994, and may be automatically renewed annually at the option of Lessee, for four (4) additional years, subject to termination as provided in conditions 8, 9, and 11 of this lease.

2. Costs:

a. For and in consideration of this lease, Lessee shall pay to Lessor the sum of Three Thousand Three Hundred Twenty Four and 00/100ths Dollars (\$3,324.00) annually beginning July 1, 1993. Payments shall be due by close of business on the effective date of the lease term and each anniversary thereof. Payments not received by the effective date of the lease term or its anniversary will accrue interest at the rate of 18.25 percent per annum from the effective date of the lease term or anniversary until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

Payments shall be made payable to Bonneville Power Administration and shall be mailed with a remittance copy of the invoice to Lessor at P.O. Box 6040, Portland, Oregon 97228-6040. Checks shall be marked with Lease No. DE-RL79-93BP75911, Biddle Butte Microwave Radio Station Site.

If the annual rental becomes delinquent 30 days after the date payment is due, as specified herein, this lease shall be subject to termination.

b. Said fee for use of the site will be subject to review at least annually and revised in accordance with then current values. Lessee will be notified at least sixty (60) days in advance of revised annual rates.

ORIGINAL

3. General Provisions For Installation and Use:

a. Installation of Lessee's equipment to be in accordance with the Technical Provisions attached hereto, marked Exhibit "A", and incorporated as a part of this lease.

b. All work performed by Lessee, its contractors, or assignees pursuant to Exhibit "A" shall be done in accordance with applicable Federal, state, and local codes, regulations, and statutes.

c. Except as specified in Exhibit "A", any wiring to Lessor's equipment, modification to said wiring, construction upon Lessor's tower, buildings, and ground, or any deviation from provisions stated in Exhibit "A" shall be performed only with the prior knowledge and written consent of Lessor.

d. Placement of Lessee's facilities shall be performed in a timely and workmanlike manner and subject to the general guidance and direction of Lessor's Power System Control (PSC) Supervisor or his representative. Lessee's facilities shall not be placed so as to electrically or physically interfere with Lessor's use of the site, building, tower, or road.

e. The installation of Lessee's facilities shall be kept neat and shall be maintained so as not to be hazardous to life or property. Debris shall be removed or otherwise disposed of so as to reduce threat of fire and/or degradation of the environment. Damage to Lessor's facilities shall be repaired promptly without cost to Lessor.

4. Lessee Equipment and Facilities: The installation, operation, maintenance, and removal of Lessee's equipment shall be without cost to and under the general supervision of Lessor, and subject also to such rules and regulations as it may from time to time prescribe. Lessee assumes all risk of loss, damage, or injury resulting from the presence of Lessee's facilities upon Lessor's microwave radio station site.

5. Interference During Initial Installation: In the event that radio frequency interference should result from Lessee's installations or connections to Lessor's facility, Lessee shall be responsible for immediately ceasing operation, disconnecting, and eliminating the interference to the satisfaction of Lessor before resuming operation.

6. Interference During Lessee Operations: In case interference results from Lessee's operations on this site, Lessor may order corrective measures to be taken immediately and interference eliminated within five (5) days from receipt of notice. In the event operation of equipment or other actions by Lessee render Lessor's equipment unusable, Lessee, upon notification by Lessor, shall immediately cease such operations or actions. Lessee will be responsible and will assume the cost of the corrective measures needed to eliminate the interference or modify it to the satisfaction of Lessor.

ORIGINAL

7. Elimination of Interference: Elimination of interference shall be accomplished first by modification of Lessee's equipment and then, if not corrected, by modification of Lessor's equipment at the expense of Lessee.

8. Incompatibility between Lessor/Lessee Radio Systems: In the event that Lessor determines that an existing incompatibility between Lessor's and Lessee's radio systems cannot be corrected, Lessee shall cease transmitting operations immediately, and this lease shall cease and terminate.

9. Termination/Cancellation:

a. If it is determined that this site is excess to the needs of Lessor, or should Lessor dispose of this site in the future, this lease is subject to cancellation after ninety (90) days' written notice to Lessee.

b. If the space occupied by Lessee is needed by another Federal agency, Lessor may terminate this lease after nine (9) month's written notice to Lessee.

c. If exclusive use of the site is required by Lessor, Lessee shall receive ninety (90) days' written notice within which to cease and terminate transmitting operations and remove Lessee's equipment.

d. Should the rights specified herein no longer be used or needed for Lessee's radio equipment for a one (1)-year period, or any abandonment thereof, this lease shall automatically terminate.

e. Lessee may terminate this lease upon ninety (90) days' written notice prior to the ending date of each annual period.

f. If the annual rental becomes delinquent 30 days after the date payment is due, as specified in item 2a herein, this lease may terminate at the option of the Lessor.

g. IF AT ANY TIME LESSEE SHOULD DEVIATE FROM THIS LEASE IN ANY WAY WITHOUT PRIOR WRITTEN APPROVAL BY LESSOR, THIS LEASE SHALL BECOME VOIDABLE AT LESSOR'S OPTION.

Lessor's waiver or consent to a deviation shall not constitute a waiver for future deviations.

ORIGINAL

10. Removal of Equipment: On or before this lease terminates or is cancelled, as provided for in conditions 8, 9, and 11 herein, Lessee shall remove all of its property from the site and repair any damage resulting therefrom to a condition satisfactory to Lessor, reasonable wear and tear and damage by the elements or circumstances over which Lessee has no control, excepted. Any of Lessee's equipment remaining in/on this site after thirty (30) days following termination/cancellation of this lease shall be disposed of by Lessor in a manner that Lessor deems appropriate. If Lessee is unable to remove its equipment within this time frame, Lessee may request Lessor's approval for additional time by written notice to Lessor.

11. Lessee Authorizations: Lessee shall keep Lessor informed of the actual transmitted and received signal frequencies and power in use at the site, as well as informing Lessor of impending changes in these parameters. All frequencies transmitted by Lessee at this site shall be authorized with current licenses from the Federal Communications Commission, or proper governmental authority. If Lessee's authorization for radio frequency operation at this site expires, is revoked, or otherwise terminated, this lease shall immediately become null and void.

12. System Integrity: Lessee agrees to exercise care and caution to preserve the integrity and security of Lessor's operational systems, equipment, and facilities at the joint-use site covered by this lease. Any breach in station integrity or security will result in the Lessee being denied access to the station.

13. Subleasing: Lessee shall not allow other users to occupy space at this site or otherwise use any of Lessee's equipment.

14. Access:

a. Roads:

(1) Lessee shall be responsible for securing approval of the legal owner of the property involved for use of the access road. Lessee's use of the access road shall not damage or impair the use of the road by Lessor, and prudent nondetrimental use shall be made and access shall be limited to the times and frequency required by normal equipment maintenance schedules.

(2) If the road is damaged by Lessee or its contractors, Lessee shall repair and restore the road to a condition driveable by a 2-wheel drive vehicle.

ORIGINAL

b. Facilities:

(1) Access to Lessor's buildings, towers, or fenced areas, for any reason, shall be in accordance with Lessor's established rules of entry as outlined in Exhibit "B" and applicable OSHA safety regulations in effect at the time of access.

(2) Access to Lessor's buildings and or tower, for any reason, will be granted to Lessee's employee(s) named in writing who comply with Lessor's PSC Maintenance Procedure entitled "Non-BPA Worker Entrance to Microwave Stations", dated April 1, 1991, and attached hereto as Exhibit "B". Keys will be issued to the above-named individual(s) only and shall remain the property of Lessor.

15. Liability: Lessee assumes all risk of loss, damage, or injury which may result from Lessee's use of this site, except for such loss, damage, or injury for which Lessor may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to Lessor's property caused by or resulting from Lessee's use of this site may be repaired by Lessor and the actual cost of such repair shall be charged to and paid by Lessee.

16. Environmental Responsibilities: Lessee shall be responsible for and comply with all procedural and substantive environmental requirements imposed by local, state, or Federal laws or regulations applicable to the facility. Lessee shall timely notify BPA of any reportable release of hazardous substances or breaches of environmental requirements and shall mitigate and abate adverse environmental impacts of its actions. Lessee shall hold BPA harmless for any and all liability arising from the violation of such environmental requirements by Lessee. Violation of such requirements by Lessee shall make this agreement voidable at Lessor's election.

17. Transfer of Rights: This lease is not assignable or transferable without the prior written concurrence of Lessor.

18. Point of Contact:

a. Lessee shall keep Lessor informed in writing the name, address, and phone number of the current individual and alternate serving as the point of contact.

ORIGINAL

b. Lessor's and Lessee's point of contact for access, installation, and operations under this lease are as follows:

Lessor
Dale Hing
Lower Columbia Area PSC
P.O. Box 3621
Telephone: (503) 230-4576

Lessee
Undersheriff Charles Fessler
12240 NE. Glisan Street
Portland, OR 97230
Telephone: (503) 255-3600

Execution of this lease supersedes Contract No. DE-RL79-88BP49099 issued July 1, 1988, to Multnomah County, Oregon.

Issued at Portland, Oregon, this _____ day of _____ 19_____.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By _____
Chief, Land Management Section

The above lease is hereby accepted and its terms agreed to this _____ day of _____ 19_____.

MULTNOMAH COUNTY, OREGON

By _____

Title: _____

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

By Sandra G. Duff

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 15 DATE 7-22-93
Carrie A. Parkerson
BOARD CLERK

6

Lease No. DE-RL79-93BP75911
Tract No. Biddle Butte Microwave
Radio Station
Case No. 890087

ORIGINAL

Exhibit "A"
 Biddle Butte Radio Station
 Lease to Multnomah County, Oregon

Technical Provisions

1. Site occupancy shall be limited to the 12' x 40' area east of Lessor's fenced yard, including an 8' x 8' x 26' radio building and a 50 foot high (5' x 5' base) communications tower. Lessee's installation design shall preclude damage to Lessor's facilities from ice falling from Lessee's tower.
2. Radio frequencies to be used by Lessee are shown below and shall be limited to the maximum transmit power output at the radio as shown:

<u>Transmit Frequencies (MHz)</u>	<u>Receive Frequencies (MHz)</u>
a. Microwave	
6675 at 1 watt	6835
6655 at 1 watt	6795
b. VHF	
156.240 at 100 watts	154.010, 153.860, 151.115
c. UHF	
462.950, 460.425, 460.350	468.075, 467.950, 465.425
460.125, 460.050	465.350, 465.050, 465.125
all at 10 watts maximum	

3. Signals from Lessee's facilities shall not exceed a field strength limit as shown in figure 1 (attached), as measured inside Lessor's equipment building. Misoperation of Lessor's equipment due to Lessee's signal levels in excess of these limits will also be treated as interference per conditions 5, 6, 7, & 8 of this lease.
4. Emergency power consisting of an engine generator operating at 120 volts, 60 Hz, not to exceed 5000 watts peak, will be provided by the Lessor under the following conditions:
 - a. Design is such that Lessor's equipment is isolated from faults in Lessee's station, and that normal service is not available through the tie.
 - b. Lessor shall not be liable for service continuity. Emergency power will only be available when it is operating to supply power to Lessor.

PSC MAINTENANCE PROCEDURE	Title: NON-BPA WORKER ENTRANCE	P P MWSTNS-01 91-01
DATE: 04-01-91	Author: K. Hemmelman	
SPDS: 10-30-87	Ckd By:	Page 1 of 6
INDEX KEY WORDS:		

REFERENCE DOCUMENTS:

I. BACKGROUND

This Procedure replaces Procedure P 66000-02, dated May 21, 1984. It is being rewritten to reflect policy changes regulating contractor admittance to BPA owned microwave sites.

Joint usage by other utilities and agencies of our microwave or other remote PSC buildings and sites is increasing. Turnkey projects require that contractor personnel be able to gain admittance to our facilities. This Procedure sets out common guidelines to be followed by Power System Control Maintenance in these situations.

Knowledge that outside personnel are working at certain locations is essential for prompt service restoration in case of an equipment failure accidentally caused by such work. This knowledge could be important from a safety viewpoint if an accident should occur to a person working alone at a remote station. Above all, we must exercise care and control of non-BPA employees entering our sites to ensure system security.

II. PROCEDURE FOR BPA TELECOMMUNICATION NETWORK CONTRACTOR WORK

1. At least 24 hours prior to initial arrival into a PSC District, the contractor, through BPA's Engineering Representative (ER), shall first make arrangements for a meeting with PSC District Supervisor to discuss the scope of the work to be done and the schedule for that work.
2. The contractor will be informed by the PSC District Supervisor of the rules for notification upon entering and leaving any BPA sub-station or microwave station. It shall be the responsibility of the contractor to inform all members of his crew of these rules. Names of crew members shall be supplied to ER. The Control Systems Monitor shall be the person that the crews shall notify upon entering the station.
3. Keys for entry into the sites will be issued by the Engineering Representative. The ER will notify the PSC District Supervisors when keys are issued. Upon completion of the contract, keys shall be returned pending final contract payment. The keys shall not be duplicated by the contractor.

Exhibit B

PSC MAINTENANCE PROCEDURE	Title: NON-BPA WORKER ENTRANCE	P P MWSTNS-01 91-01
DATE: 04-01-91	Author: K. Hemmelman	
SPDS: 10-30-87	Ckd By:	Page 2 of 6

4. The contractor can work on his own equipment without BPA supervision as long as no interconnections are made to the in-service operating communications network and systems under the following conditions:
 - a. The contractor's work shall normally be done Monday through Friday between the hours of 0800 and 1630. Under certain conditions work may be performed outside the time restraint on non-interconnected equipment by making special arrangements. Work scheduled outside normal working hours shall be arranged in advance with the PSC District Supervisor. Dittmer PSC and the CSM shall be notified of these special situations.
 - b. The contractor shall report at regular intervals, possibly daily, or as often as required by the ER, the progress of his work at each site, changes in daily work plans, and the status of the project. Changes in plans include working at stations not planned, leaving the work site for more than one day, and unforeseen problems. The contractor shall report to the ER or the appropriate District Engineer if the ER is unavailable or has delegated this responsibility. The ER or the District Engineer will inform the BPA Project Engineer of all changes in plan and the status of work on a weekly basis.
 - c. Changes or proposed changes in design shall be referred to the ER or the Project Engineer directly for resolution.
 - d. The ER, if unavailable the appropriate PSC District Supervisor or his representative, shall be present for installation of antenna(s) on existing BPA towers.
 - e. The ER or PSC District Supervisor may require, at either's discretion, a PSC engineer or craftsman be on site to supervise the contractor's work when it is felt necessary to maintain the integrity of in-service equipment.

5. Any additions, modifications, or changes requiring interconnections to in-service equipment by a contractor installer shall not be allowed until all of the following conditions are met:
 - a. The contractor shall make arrangements to have the ER or his representative at the site. The ER will arrange to have a PSC representative at the site to supervise the work.

PSC MAINTENANCE PROCEDURE	Title: NON-BPA WORKER ENTRANCE	P P MWSTNS-01 91-01
DATE: 04-01-91	Author: K. Hemmelman	
SPDS: 10-30-87	Ckd By:	Page 3 of 6

- b. The work shall normally be done between the hours 0900 and 1500, Monday through Thursday. The PSC District Engineer will coordinate with Dittmer PSC at least 24 hours prior to the actual interconnection. Exceptions will be arranged for by the PSC District Engineer at the contractor's request.
 - c. An interconnect plan shall be agreed to by ER and the contractor prior to the actual interconnection. The ER will obtain agreement on the interconnect plan with the Project Engineer, PSC District Engineer and Dittmer PSC.
 - d. After interconnection, the contractor shall remain at the station for a minimum of one hour. The ER and PSC District Engineer will also remain.
6. The contractor shall be subject to work stoppage by the BPA Engineering Representative if it is determined that these procedures have not been followed.

III. PROCEDURE FOR OPERATION AND MAINTENANCE ACTIVITIES WHERE THE OTHER AGENCY ENTERS BPA'S OPERATIONAL BUILDINGS

- A. Other agencies and utilities, who it is necessary to have enter our facilities, should be given a key upon request made to the PSC Area Supervisors. These keys must not be substation master keys. They should open only the individual station. Generally, the tumblers on padlocks and the door should be identical. Where several stations are involved, the tumblers may be changed so that they all may be opened on a submaster basis. Keys shall not be duplicated by leasee.

Padlocks are handled by the Tool Room and door locks by the Areas. In some joint facilities, the other party may have their lock on one door and BPA's on the other.

The Area PSC Supervisor is responsible for seeing that keys are returned when the need for them is past.

Authorized joint users that have been issued a key will not allow its use by contractors. If the authorized joint user contracts for installation or maintenance, the authorized joint user must accompany the contract personnel at all times to provide access and oversee their work.

- B. The person receiving the key must sign for it.

PSC
MAINTENANCE
PROCEDURE

Title: NON-BPA WORKER
ENTRANCE

P P MWSTNS-01 91-01

DATE: 04-01-91
SPDS: 10-30-87

Author: K. Hemmelman
Ckd By:

Page 4 of 6

- C. The receipt should include a statement to which the recipient agrees:
1. To inform the Control Systems Monitor upon his arrival and departure at the station.
 2. To give prior notice to the District Engineer in whose District the station is located.
 3. To not make any connections or alterations to operating BPA equipment without one of the District PSC maintenance personnel being present.
 4. To understand that failure to observe these steps may result in his being denied entrance to the station.
- D. Each station shall have an appropriate and conspicuous sign giving instructions for calling the District Engineer and the Control Systems Monitor from that station.

IV. PROCEDURE FOR OPERATION AND MAINTENANCE ACTIVITIES WHERE THE JOINT USER DOES NOT ENTER OUR BUILDINGS

- A. Other agencies, utilities, and authorized joint users where it is not necessary to enter our facilities, but who jointly share the site may attach a padlock to any gates necessary to enter these facilities. Any locks so placed must be installed such that they do not interfere with our ability to enter the same gates.
- B. Other agencies, utilities, and authorized joint users will coordinate with the Area PSC Supervisor to provide for an annual inspection of the facility.
- C. Each user shall have a sign external to the facility that identifies the call sign of the equipment(s), and the name and telephone number of a contact person to be reached in case of trouble or for information.



Kenneth M. Hemmelman, Manager
Power System Control

(VS3-MMED-0165m)

PSC MAINTENANCE PROCEDURE	Title: NON-BPA WORKER ENTRANCE	P P MWSTNS-01 91-01
DATE: 04-01-91	Author: K. Hemmelman	
SPDS: 10-30-87	Ckd By:	Page 5 of 6

SIGNATURE FORM
RADIO STATION SUBMASTER KEYS

Please have recipient of BPA submaster key sign the following form. The recipient of the key agrees to the following:

- * Not to duplicate the key (or allow duplication of the key).
- * To inform the Control Systems Monitor upon his arrival and departure at the station.
- * To give prior notice for routine or scheduled work to the District Engineer in whose District the station is located.
- * Not to make any connections or alterations to BPA operating equipment without one of the District PSC maintenance personnel being present.
- * Not allow use of the key by contractors or others without the recipient of the key being in attendance. (For example, if the agency that received the key decides to contract with another entity for maintenance of their equipment, then the recipient of the key must be in attendance while their contractor is on site.)
- * To understand that failure to observe these steps may result in being denied entrance to the station. (BPA will discuss the problem with the joint-user management before restricting access, however major infractions that would compromise BPA system security will result in immediate lockout.)

1. Key issued to _____

Signature

2. Phone Number _____

3. Key Number _____

4. Date issued _____

5. Issued by _____

6. Estimated project completion date _____

7. Key returned date _____

8. Key returned to _____

Signature

PSC MAINTENANCE PROCEDURE	Title: NON-BPA WORKER ENTRANCE	P P MWS.NS-01 91-01
DATE: 04-01-91	Author: K. Hemmelman	
SPDS: 10-30-87	Ckd By:	Page 6 of 6

These forms will be handled by the District Engineer in whose District the turnkey work is being performed. It will be the responsibility of the District Engineer to make sure all keys are returned to BPA.

A record should be kept by the Area Supervisor of keys that are outstanding in the Area. Four copies of the form should be made out. One will go to the District, one to the Area, one to the key holder, and one to be sent back to the Area when the keys are returned.

MEETING DATE: JUL 22 1993

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of amendment to agreement with the Port of Portland

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes or less

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Tom Fronk **TELEPHONE #:** x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of amendment to agreement with Port of Portland. The amendment will provide post-vaccine testing of Port employees for hepatitis B. The county will be paid an additional \$42.00 per Port employee tested.

*Sent Originals to Herman
Brame on 7-23-93*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Billi Adgaard

CLERK OF
COUNTY COMMISSIONERS
1993 JUL - 9 PM 2:41
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Billi Odegaard, Director
Health Department

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

DATE: June 22, 1993

SUBJECT: Amendment to Intergovernmental Agreement with Port of Portland

Recommendation: The Health Department recommends County Chair approval and Board ratification of this amendment to intergovernmental agreement #201333 with the Port of Portland for the period upon execution to and including December 1, 1993.

Analysis: The amendment will change the agreement to provide post-vaccine blood testing for Port employees after completion of the three (3) dose series of hepatitis B vaccine. The Port will pay the county \$42 per employee for the post-vaccine tests.

Background: The original agreement was executed January 7, 1993.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201333

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>7/22/93</u></p> <p><u>Carrie A. Parkerson</u></p> <p>REVENUE BOARD CLERK</p>
--	---	--

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Amendment will provide post-vaccine testing and establish a \$42.00 per employee cost for each Port employee.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Port of Portland
 Mailing Address Box 3529
Portland, Oregon 97208
 Phone 231-5000
 Employer ID# or SS# _____
 Effective Date Upon Execution
 Termination Date December 1, 1993
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

\$135 per Port employee vaccinated
 \$ 42 per employee who has post-vaccine blood test.
 Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odgaard

Purchasing Director _____
 (Class II Contracts Only)

County Counsel _____

County Chair / Sheriff _____

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

Encumber: Yes No

Date 7/2/93

Date _____

Date 7-8-93

Date 7/22/93

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0445			2778		039B	Requirements		
02.											
03.											

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

AMENDMENT NO 1 TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PORT OF PORTLAND AND MULTNOMAH COUNTY

THIS AMENDMENT TO AGREEMENT made and entered into as of the ___ day
of _____, 1993, by and between MULTNOMAH COUNTY, (hereinafter "COUNTY"),
and the Portland of Portland (hereinafter "PORT").

W I T N E S S E T H:

WHEREAS, the COUNTY and PORT are parties to a certain Agreement dated
January 29, 1993, entitled Intergovernmental Agreement between the Portland of
Portland and Multnomah County (hereinafter "Agreement"); and

WHEREAS, the parties mutually desire to amend said Agreement in the manner
hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

Amend section 2. COUNTY'S Duties to add:

d) Provide post-vaccine blood testing for PORT employees at least 30 days
after completion of the three (3) dose series of hepatitis B vaccine.

Amend section 3. PORT'S Duties to add:

The PORT shall pay the COUNTY \$42 per employee who has a post-vaccine blood
test under this Agreement.

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

THE PORT OF PORTLAND

By: _____
Mike Thorne, Executive Director

Date: _____

Contractor I.D. Number

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 7-22-93
Christine A. Peterson
BOARD CLERK

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
Counsel for The Port of Portland

Date: _____

MULTNOMAH COUNTY, OREGON

By: Billie Miggins
Billie Miggins, Acting County Chair

Date: 7-22-93

HEALTH DEPARTMENT

By: Billie Odegaard
Billie Odegaard, Director

Date: 7/2/93

By: Jan Sinclair
Program Manager

Date: 6/28/93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: Laurence Kressel

Date: 7.8.93

MEETING DATE: July 22, 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution In the Matter of Recognizing and Honoring the Diversity Within Multnomah County.

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** July 22, 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: Nondepartmental **DIVISION:** Chairs Office

CONTACT: Teri Duffy **TELEPHONE #:** 248-3308
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Helen Cheek, Executive Director of MHRC

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

*Sent copy of Resolution
93-262 to Teri Duffy on
7-22-93.*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1993 JUL 13 AM 10:13
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLEASE PRINT LEGIBLY!

MEETING DATE 7-22-93

NAME Helen Cheek-Rick Lee

ADDRESS Rm 506 - Portland, Bldg.

STREET Metropolitan Affirm. Act.

CITY Hqm. Rts. Comm. ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT OPPOSE
SUBMIT TO BOARD CLERK

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Recognizing and)
Honoring the Diversity Within)
Multnomah County)

RESOLUTION
93-262

WHEREAS, Multnomah County has become home to peoples of many cultures; and

WHEREAS, Each citizen has a unique history, culture, and ability; and

WHEREAS, Diversity adds strength, richness of texture, depth and creativity to our
County; and

WHEREAS, The acceptance of diversity enhances the harmony, teamwork and sense
of community of Multnomah County; and

WHEREAS, Respect for diversity should be manifested not only by the individual,
family and community, but also by Multnomah County; and

WHEREAS, Travelers from around the world visit Oregon, enjoy our hospitality and
return to their place of origin with an indelible impression of our community.

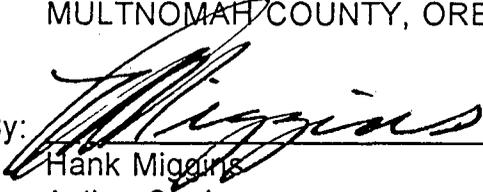
WHEREAS, The metropolitan region has an economic interdependence with all
cultures and parts of the world; and

WHEREAS, Multnomah County employees are official representatives of County
government and have the opportunity to provide a model of respect and acceptance toward others.

NOW, THEREFORE, BE IT RESOLVED, that the Multnomah County Board of
Commissioners and employees of the County will provide, through word and actions, an example for
its citizens and guests that all cultures shall be recognized, honored and mutually respected.

ADOPTED this 22nd day of July, 1993.

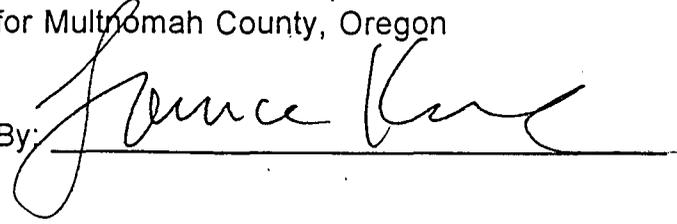
MULTNOMAH COUNTY, OREGON

By: 

Hank Miggins
Acting Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By: 

BUDGET MODIFICATION NO. MCSO #1 as Amended

(For Clerk's Use) Meeting Date JUL 22 1993
Agenda No. R-2

REQUEST FOR PLACEMENT ON THE AGENDA FOR 7-22-93
(Date)

DEPARTMENT Sheriff's Office
CONTACT Larry Aab
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Larry Aab

DIVISION _____
TELEPHONE 251-2489

SUGGESTED

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

Budget modification appropriating funds for Multnomah County's participation in the Police Activities League (PAL).

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification adds \$44,690 in the pass-through line item to fund the Assistant Program Manager position of the Police Activities League.

AS AMENDED:

**The BCC appropriated \$44,690 out of the Sheriff's Office Budget. This will be reviewed with other Other Contingency Requests in the Fall.

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUL 15 PM 12:02

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

None

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

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

Originated By	Date	Department Manager	Date
Budget Analyst	Date	Personnel Analyst	Date
Board Approval	Date		

PLEASE PRINT LEGIBLY!

MEETING DATE 7/22/93

NAME MAURA WHITE

ADDRESS 3439 NE 59th

PORTLAND, OR 97213
STREET CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-2

SUPPORT OPPOSE
SUBMIT TO BOARD CLERK

BUDGET MODIFICATION NO. MCSO #1 as Amended
(For Clerk's Use) Meeting Date JUL 22 1993
Agenda No. R-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 7-22-93
(Date)

DEPARTMENT Sheriff's Office DIVISION _____
CONTACT Larry Aab TELEPHONE 251-2489
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Larry Aab

SUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)
Budget modification appropriating funds for Multnomah County's participation in the Police Activities League (PAL).

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification adds \$44,690 in the pass-through line item to fund the Assistant Program Manager position of the Police Activities League.

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUL 15 PM 12:02

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)
None

4. CONTINGENCY STATUS (to be completed by Finance/Budget)
Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
Budget Analyst	Date	Personnel Analyst	Date
Board Approval	Date		

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. _____ 2. Amount requested from General Fund Contingency: \$44,690

3. Summary of request:

Request is for funding of the Assistant Program Manager position for the Police Activities League.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? 1993-94 Budget Process
If so, what were the circumstances of its denial?

Lack of available funding

5. Why was this expenditure not included in the annual budget process?

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

No funding is available in the Sheriff's Office budget.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

None

8. This request is for a (Quarterly _____, Emergency X) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

Signature of Department Head/Elected Official _____

Date _____

Meeting Date: JUL 22 1993

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA in Support of Dedicated Work Crews

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: _____

Amount of time needed: 5 minutes

DEPARTMENT: Community Corrections DIVISION: West District

CONTACT: Cate Connell TELEPHONE #: 248-3198
BLDG/ROOM #: 162/ACS

PERSON(S) MAKING PRESENTATION: Cate Connell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

IGA with City of Portland funds crew leaders and ACS work crews dedicated to areas maintained by the City Bureau of Parks and Recreation.

*Sent Originals to Cate Diane Smith
Connell on 7-23-93.*

CLERK OF BOARD
COUNTY COMMISSIONERS
1993 JUL 13 PM 12:35
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Holler

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900254

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-3</u> DATE <u>7/22/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
--	--	---

Department COMMUNITY CORRECTIONS Division WEST DISTRICT Date 6/23/93

Contract Originator CATE CONNELL Phone 248-3198 Bldg/Room 162/ACS

Administrative Contact DIANNE SMITH Phone 248-3701 Bldg/Room 161/600

Description of Contract For the purpose of compensating Multnomah County for providing trained crew leaders and Alternative Community Service crews to work in areas maintained by the Bureau of Parks and Recreation.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CITY of PORTLAND
 Mailing Address 6437 SE DIVISION
PORTLAND, OR 97206
 Phone 823-1605
 Employer ID# or SS# _____
 Effective Date July 01, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ 107,635
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

REQUIRED SIGNATURES:

Department Manager *M. Tamara Holden*
 Purchasing Director (Class II Contracts Only) _____
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 6-23-92
 Date _____
 Date 6-29-93
 Date 7/22/93
 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	021	2802			2773					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

RECEIVED
MAY 27 1993

DEPARTMENT OF
COMMUNITY CORRECTIONS

INTER-GOVERNMENTAL AGREEMENT

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County (Contractor).

RECITALS:

This agreement is for the purpose of paying Multnomah County for providing trained crew leaders and Alternative Community Service crews to work in areas maintained by the Bureau of Parks & Recreation.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide services specifically to the Bureau of Parks and Recreation. The Contractor shall provide the City those services set out below:

The Contractor shall provide the services of two full-time Alternative Community Service (A.C.S.) crew leaders to work in sites maintained by the Bureau of Parks & Recreation.
The Contractor shall also provide nine A.C.S. crews per week.

May 25, 1993

1

ACSCN93

(b) The Contractor shall provide the services set out in /subsection (a) above in accordance with the schedule set out below:

(1.) The Contractor shall provide a total of nine crews per week for work in the City of Portland's Parks, golf courses and other sites. The crew leaders shall be employees of Multnomah County.

(2.) The contractor shall be the employer of the crew leader and is responsible for recruiting, training, payroll, benefits & discipline without limitation.

(3.) The City of Portland payment for said services shall include the costs of the salary and benefits for two full-time crew leader positions, costs of crew transportation, and equipment and supplies to support the crews. The Contractor shall provide all insurance called for in this contract.

(4.) The Contractor shall perform all the administrative tasks of recruiting and screening A.C.S. clients to perform work for the Parks Bureau.

2. SCOPE OF CITY SERVICES

(a) The City shall provide the tools and supplies

necessary to complete the job assignments at the work sites. The City shall provide a calendar of work to be performed in a timely manner. The Park Bureau's Senior Facilities and Maintenance Supervisor shall assist the contractor in scheduling work sites, insuring adequate technical assistance is available when appropriate, and specialized equipment is accessible as necessary.

The City shall assist in training the crew leaders specifically in technical areas of Park Bureau Operations and where the crew leaders will be responsible for directing the work of others without benefit of the expertise of other Park Bureau employees.

(b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:

- (1.) The City shall provide a monthly schedule of the work to be performed.
- (2.) Prior to the work day, or on the work site, the City shall provide technical training to the crew leaders on how the work is to be performed.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out

below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay the contractor an amount not to exceed \$107,635 as compensation for the Contractor's work.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Prior to the beginning of each quarter, the Contractor shall submit to the City a bill for services for that quarter, equal to 1/4 of the total compensation. All compensation provided for under this contract shall be submitted by the contractor no later than two weeks prior to June 30, 1994.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1993 and shall terminate as of June 30, 1994.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason

deemed appropriate in its' sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection (6a) or (6b) (EARLY TERMINATION OF AGREEMENT), hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c) (EARLY TERMINATION OF AGREEMENT), hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of early termination all Contractor's work product will become and remain property of the City.

8. CITY PROJECT MANAGER

(a) The City Project Manager shall be Anne Kowalishen, Senior Facilities and Maintenance Supervisor, or such other person as shall be designated in writing by the Bureau of Parks and Recreation.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

9. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

10. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in

the United States District Court for the District of Oregon.

11. INDEMNIFICATION

(a) 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 out of the acts, errors, or omissions, of the contractor or any subcontractor's work under this Agreement.

(b) The City shall hold harmless, defend, and indemnify the Contractor and the Contractor's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of the acts, errors, or omissions of the City under this Agreement.

12. LIABILITY INSURANCE

(a) The Contractor is a fully self-insured government agency. The Contractor shall provide to this City a certificate evidencing it is a self-insured for purposes of Workers' Compensation as required by ORS 656.430 before this agreement is executed.

(b) The City shall provide coverage for city owned motor vehicles.

13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employees 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 as 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.

14. SUBCONTRACTING

The Contractor shall not subcontract its work

under this Agreement, 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 Contractor as specified in this Agreement.

Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligations other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

15. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. INDEPENDENT CONTRACTOR STATUS

(a) The contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.

(b) The Contractor, its employees, and A.C.S. workers 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.

17. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Anne Kowalishen (or replacement)
Senior Facilities & Maintenance
Supervisor
6437 SE Division
Portland, OR 97206

If to the Contractor: Tamara Holden (or replacement)
Division Manager
412 SW 12th
Portland, OR 97205

18. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

19. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

20. PROGRESS REPORTS

The Contractor shall provide quarterly progress reports to the Project Manager. Each progress report shall contain the following information.

- (a) Park District or work unit receiving service
- (b) Specific parks or sites receiving service
- (c) General type of work performed
- (d) Crew days worked
- (e) Actual number of clients involved
- (f) Total hours per Park District or Work unit

(g) Approximate value of service (based on
\$6.64 wage)

21. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements. This agreement supersedes the agreement authorized by Ordinance 165916. That agreement is hereby terminated.

22. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

23. PROHIBITED INTEREST

No City of Portland Park Bureau employee who participated in the award of this Agreement shall be employed by the Contractor's Department of Community Corrections during the period of the Agreement.

24. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

25. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

26. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract will not be commenced until after:

(a) Workers' compensation insurance is obtained, as outlined in Section 16, WORKERS' COMPENSATION INSURANCE; and,

(b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,

(c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

27. ADDITIONAL PROVISIONS

APPROVED AS TO FORM:

MULTNOMAH COUNTY

APPROVED AS TO FORM:

By: [Signature]

MULTNOMAH COUNTY

COUNSEL

CONTRACTOR: M. Tamara Holden

By: Tamara Holden

Title: Director, Multnomah Co.

Department of Corrections

Date: 6-23-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # X-3 DATE 7-22-93

[Signature]

BOARD CLERK

By: [Signature]

Name: ~~XXXXXXXXXX~~ Hank Miggins, Acting

Title: Chair, Multnomah County

Board of Commissioners

Date: 7-22-93

APPROVED AS TO FORM:

CITY OF PORTLAND

By: _____

CITY ATTORNEY

By: _____

Name: _____

Title: _____

Date: _____

Meeting Date: JUL 22 1993

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA with City of Portland to support Drug Diversion Program

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: July 22, 1993

Amount of time needed: 3 minutes

DEPARTMENT: Community Corrections DIVISION: Program Development & Evaluation

CONTACT: Cary Harkaway TELEPHONE #: 248-3039
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Cary Harkaway

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

IGA provides \$100,000 to DCC to support outpatient drug treatment/acupuncture for up to 750 persons per year arrested for possession of a controlled substance

Sent Originals to Cary Harkaway on 7-23-93

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUL 14 PM 9:19

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamara Hold

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Meeting Date: JUL 22 1993

Agenda No.: _____

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA with City of Portland to support Drug Diversion Program

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: July 22, 1993

Amount of time needed: 3 minutes

DEPARTMENT: Community Corrections DIVISION: Program Development & Evaluation

CONTACT: Cary Harkaway TELEPHONE #: 248-3039
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Cary Harkaway

ACTION REQUESTED:

- INFORMATIONAL ONLY
- POLICY DIRECTION
- APPROVAL
- OTHER

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

IGA provides \$100,000 to DCC to support outpatient drug treatment/acupuncture for up to 750 persons per year arrested for possession of a controlled substance

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER M. Tamara Hall

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUL 13 PM 4:02

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM **UL 1 2 1993**

(See Administrative Procedure #2106)

Contract # 900254

RECEIVED

Rev. 5/92

MULTNOMAH COUNTY OREGON

GLADYS [Signature] Amendment # _____
MULTNOMAH COUNTY CHAIR

<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 checked="" type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-4</u> DATE <u>7/22/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
---	--	--

Department Community Corrections Division Program Dev. Date 6/28/93

Contract Originator Cary Harkaway Phone 248-3039 Bldg/Room 161/600

Administrative Contact same Phone _____ Bldg/Room _____

Description of Contract Revenue Contract. City of Portland wishes to participate in STOP Diversion Program.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland
 Mailing Address 308 SW 3rd, Suite 600
Portland, OR 97204
 Phone 823-2375
 Employer ID# or SS# _____
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ 100,000.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 100,000.00

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

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

REQUIRED SIGNATURES:

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

Encumber: Yes No
 Date 6-28-93
 Date _____
 Date 7-9-93
 Date 7/22/93
 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	021	2308 2339			2773						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

AGREEMENT NO.

An Agreement between the City of Portland (City) and Multnomah County (County) for \$100,000 to provide Sanctions Treatment Opportunity Progress (STOP) Diversion Program.

RECITALS:

1. The State of Oregon, Criminal Justice Services Division has awarded \$400,000 to Multnomah County, Department of Community Corrections, to provide a Diversion Program.
2. The Sanctions Treatment Opportunity Progress (STOP) Diversion Program has a budget of \$600,000 and needs a match of \$100,000 from the City of Portland General Fund. The projected budget is attached hereto as Attachment A.
3. The City wishes to participate in STOP and City Council has authorized \$100,000 General Fund appropriation in the Bureau of Community Development in the approved 1993-94 budget.
4. The City and Multnomah County desire to enter into an agreement for \$100,000 for match for the State grant.

AGREED:

I. Scope of Services

Multnomah County, Department of Community Corrections, will provide the services described below for the STOP Diversion Program.

- A. The County will contract with a treatment agency to provide at a minimum, the following services:
 1. Upon notification of the County, enroll clients into the STOP Diversion Program who have been interviewed by the Multnomah County Circuit Court, have agreed to Diversion and have signed a Diversion agreement.
 2. Provide acupuncture clinics in the forenoon and afternoon and evenings, and a morning clinic on Saturdays that are barrier free for Diversion participants.
 3. Provide chemical dependency treatment services for each STOP participant.
 - a. Assess, evaluate and develop an individual treatment plan.
 - b. Provide chemical dependency orientation, education, treatment and recovery activities including group counseling sessions.
 - c. Provide an initial and ongoing urinalysis services and report to the court the results

- of such tests.
- d. Provide periodic individual progress reports to the court.
 - e. Monitor participant compliance with client's treatment plan and with program requirements. When participants are non-compliant, recommend to the court termination from the program and revocation of the Diversion agreement.
 - f. Participate in an evaluation of the effectiveness of the program.
- B. The County will work with the treatment agency to provide a data base for the program that meets program operation and evaluation needs.
 - C. The County will be responsible for managing the State grant, for implementing the agreement with the treatment agency, for providing quality assurance and for coordinating management for the STOP program.
 - D. Evaluate program goals on an on-going basis issuing reports to County Circuit Court, State Criminal Justice Services Division and the Bureau of Community Development.
 - E. Any changes in the scope of services or grant period must be requested in writing by Contractor and approved in writing by the Bureau of Community Development.

II. Compensation and Method of Payment

Multnomah County will be compensated for the above described services by the City of Portland through the Bureau of Community Development General Fund.

- A. Payments to the County will be made monthly upon submission of a statement of expenditures to the State and the City and notification of payment by the State. The County will retain vendor receipts for materials and services and evidence of payment for personnel costs. The City's share is 25% of the total grant amount awarded by the State. It is agreed that total compensation under this agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).

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, to terminate this agreement, as provided herein, and to carry out all other city actions referred to herein.

IV. Reporting Requirements

The contractor will prepare and submit the following reports to the Bureau of Community Development:

Copies of all reports, monthly, quarterly and/or annual which are submitted to the State, to the County Circuit Court.

V. Maintenance of Records

The County is to maintain fiscal and billing related records as required under General Contract Provisions. In addition, the contractor also is to maintain all records relating to the STOP Diversion Program. All records regarding the program, as well as general organization 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

Workload Indicators:

# of clients served	650
# UA's client minimum/month	2

Performance Measures:

60% retention of clients successfully complete diversion
75% of those who complete diversion will be felony free for an additional 12 months

VII. Evaluation

The contractor will participate in the development of an evaluation process and in the gathering of data and reporting requirements established in the evaluation process.

VIII. General Contract Provisions

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

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

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

The City, on thirty (30) days written notice to the County, 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 County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess.

The remedies provided to the City under sections A and C hereof for a breach by the County 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 County'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 County an opportunity for an administrative appeal.

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

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved

by ordinance of the City Council. Compensation changes in which the total contract is less than \$10,000 may be approved by the Bureau Director.

- E. **NON-DISCRIMINATION.** In carrying out activities under this contract, the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The County 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 County 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 County shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The County 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 County which are directly pertinent to this contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payment and all other pending matters are closed.
- G. **MAINTENANCE OF RECORDS.** The County 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 County regarding its billings or its work hereunder. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- H. **AUDIT OF PAYMENTS.** The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section G above.

If an audit discloses that payments to the County were in excess of the amount to which the County was

entitled, then the County shall repay the amount of the excess to the City.

I. INDEMNIFICATION. The County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

J. WORKERS' COMPENSATION INSURANCE.

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

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

~~3. The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement contained in the subsection entitled, TERMINATION FOR CAUSE, hereof shall not apply.~~

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

L. SUBCONTRACTING AND ASSIGNMENT. The County shall not subcontract its work under this contract, in whole or in

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

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

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

- N. REPORTING REQUIREMENTS. The County 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 County 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 County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

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

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

- R. BUSINESS LICENSE. County shall obtain a City of Portland business license as required by PCC 7.06.010 prior to beginning work under this Agreement. County 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 County'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.

IX. Period of Agreement

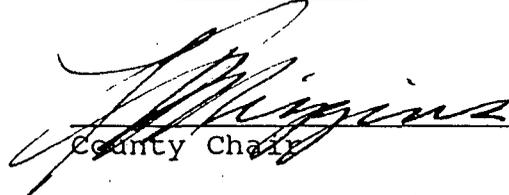
The terms of this Agreement shall be effective as of July 1, 1993 and shall remain in effect during any period the County has control over Federal funds, including program income. The Agreement shall terminate as of June 30, 1994.

Dated this _____ day of _____, 1993.

CITY OF PORTLAND

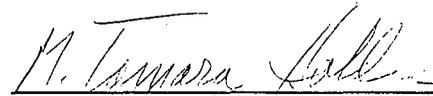
MULTNOMAH COUNTY

Commissioner



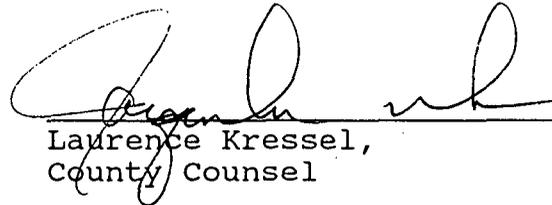
County Chair

APPROVED AS TO FROM:

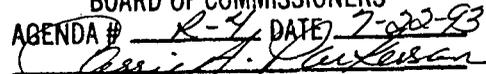


Director
Dept. of Community Corrections

Jeffrey L. Rogers,
City Attorney



Laurence Kressel,
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4, DATE 7-22-93

BOARD CLERK

Multnomah County
Department of Community CorrectionsSTOP Diversion Program
1993-94 Budget

<u>Treatment</u>	
Acupuncture & Counseling	595,800
Indirect	<u>4,200</u>
TOTAL	\$600,000

The City provides 25% (\$100,000) of the program budget.



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

July 9, 1993

Barbara Madigan
Program Manager
Housing and Community Development
B157/600

Re: STOP Diversion Program

Dear Barbara:

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

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

Sincerely,

Jean M. Miley
Risk Manager

438R/JMM/lb

c: Cary Harkaway

Meeting Date: JUL 22 1993

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA in Support of Contract With Council for Prostitution Alternatives

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: _____

Amount of time needed: 5 minutes

DEPARTMENT: Community Corrections DIVISION: Program Development & Eval.

CONTACT: Cary Harkaway TELEPHONE #: 248-3039
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Cary Harkaway

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

IGA with City of Portland provides \$100,032 to enhance services for women leaving prostitution.

*Sent Originals to Cary
Harkaway on 7-23-93*

SIGNATURES REQUIRED:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER M. Tamarie Holden

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUL 13 PM 12:33

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 900294

Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-5</u> DATE <u>7/22/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK</p>
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Department Community Corrections Division Program Dev. Date 7/1/93

Contract Originator Cary Harkaway Phone 248-3039 Bldg/Room 161/600

Administrative Contact same Phone _____ Bldg/Room _____

Description of Contract REVENUE CONTRACT. Contractor to provide \$100,032.00 in order to participate in County Contract with the Council for Prostitution Alternatives, Inc. for services for women leaving prostitution.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland
 Mailing Address 303 SW 3rd, #600
Portland, OR 97204
 Phone _____
 Employer ID# or SS# _____
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ 100,032.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 100,032.00

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$as invoiced Other _____

Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager M. Tamara Alden
 Purchasing Director (Class II Contracts Only) _____
 County Counsel _____
 County Chair / Sheriff _____
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 7-1-93
 Date _____
 Date 7-7-93
 Date 7/22/93
 Date _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT	\$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ REVENUE	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021									
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

AGREEMENT NO.

An agreement between the City of Portland (City) and Multnomah County (County) to provide services for women leaving prostitution.

RECITALS:

1. There is a need to provide services to women leaving prostitution.
2. The City and County have been working together to provide these services to this population.
3. Multnomah County has been designated as the public agency to provide community correction services in the Portland area.
4. The Council for Prostitution Alternatives has been selected as the agency to provide services to women leaving prostitution through the County's bidding process.
5. The City has committed in the FY 93-94 approved General Fund budget \$100,032 in the Bureau of Community Development for these services.
6. The City and the County now desire to enter into a formal agreement to provide these services.

AGREED:

1. Scope of Services

The County will provide the services described for women leaving prostitution.

- A. The County will enter into an agreement with the Council for Prostitution Alternatives as the successful bidder on the program to provide services for women leaving prostitution.
- B. The County will be responsible for implementing the contract and for coordinating contract management.
- C. The contract between the County and the Council for Prostitution Alternatives will include at a minimum the following.
 1. Drop In Services, which includes telephone and face to face contacts where individuals requiring services will be referred to a variety of treatment and services agencies. A weekly Drop-In group will focus on education on such issues as prostitution, substance abuse and problem solving skills. Face to face drop-in appointments offering crisis intervention and referral to emergency services will be available.

2. Case management services will be provided to participants for up to one year. These services will provide the following.
 - a. Open enrollment and intake procedures including assessment of client history, problems and needs and a case plan based on assessment.
 - b. Participants will be encouraged to complete the drop-in group curriculum.
 - c. Referral to mental health, health services, substance abuse, community support groups and other services as needed. Mental health services will include referral for post traumatic stress disorder.
 - d. Participants will attend weekly recovery support group. Recovery support group will address such issues as post traumatic stress disorder, recovery from substance abuse, living skills and parenting (including communication skills).
 - e. Participants will meet at least weekly with Case Manager through the first 270 days of services.
 - f. The Contractor will have monthly contact with probation officers of participants who are currently under probation and parole supervision in Multnomah County.
 - g. Assistance with financial needs and referral including transportation, housing, food, child care, medical/dental, utilities, and education and training.
3. Child care will be provided by the Contractor during group services. The Contractor will arrange for child care when lack of child care would interfere with a participant's successful participation in services.
4. Support for all clients who are substance abusers including:
 - a. Staff will be familiar with the Community's substance abuse treatment services and with self help groups in order to make informed referrals.
 - b. Staff will assist clients who are active substance abusers (or who are at risk of relapsing) with enrollment into a substance abuse treatment program.
 - c. Upon enrollment in substance abuse program staff will teach client, work cooperatively with staff in abuse program and request and receive information.

II. Compensation and Method of Payment

The County will be compensated for the above described services by the City through the General Fund. Payments to the County will be made quarterly upon submission of a request for payment.

The City's funds can be used for staffing costs, rent, supplies, client services and any other costs directly related to providing the units of service described above. Total compensation under this agreement shall not exceed ONE HUNDRED THOUSAND AND THIRTY TWO DOLLARS (\$100,032).

III. City 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 notes referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

IV. Reporting Requirements

The County will submit the following reports to the Project Manager.

- A. Copies of the monthly contract status report submitted to the County by the Council for Prostitution Alternatives.
- B. Provide reports on quality assurance.
- C. A quarterly report summarizing the contract status for the quarter including statistical information on the client population and a brief narrative on the services which have been provided including the status of the performance measurements. Statistical information should be cumulative from July 1, 1991. Quarterly reports are due 30 days after completion of the quarter.
- D. The fourth quarter report will be a final annual report including cumulative statistics for the client population for the year, a narrative on the program and the results of the program.

V. Maintenance of Records

The Contractor is to maintain fiscal and billing related records as required under General contract Provisions. In addition, the Contractor also is to maintain all records relating to the program including all criteria and

procedures, reports, completed forms, client information and data, on the same schedule as the fiscal records. 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 Measurements

The County will include the following in the contract with the Council for Prostitution Alternatives and will require that CPA track and report on the progress.

- a. Provide case management for approximately 60 women with a minimum of 50 service slots for participants with 33 slots filled by participants referred through the criminal justice system.
- b. Provide drop in services for an additional 25 participants in 8 drop in group sessions during a continuous three month period.
- c. Serve an additional 60 participants in 2-8 drop in group sessions per year.

	<u>Quarter</u>			
	1	2	3	4
#Active Case Mgmt	60	60	60	60
MAAPS Intensive Drop-in (cumulative)	6	12	20	25
% referred to substance abuse treatment/ active substance abusers or risk relapsing	100%	100%	100%	100%
Total participants successfully completing case management svcs	50%	50%	50%	50%
No new arrests	70%	70%	70%	70%

It is a goal of this program to decrease the domestic/sexual/physical violence in the lives of successfully completing participants. Frequency of incidents of domestic/sexual/physical violence will show a decrease of occurrence in the majority of those successfully completing the program.

VII. GENERAL CONTRACT PROVISIONS

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, 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 may avail itself of such remedies as cited in 24 CFR 85.43 by

giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the 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. In accordance with 24 CFR 85.44, 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.

C. ENFORCEMENT AND 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. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

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 or Contractor may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, shall be incorporated in written amendments to this contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$10,000 may be approved by the Bureau Director.

- E. NON-DISCRIMINATION. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 2. The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
- F. SECTION 3: The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. ACCESS TO RECORDS. The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final

payments and all other pending matters are closed.

- H. MAINTENANCE OF RECORDS. The Contractor shall maintain fiscal records on a current basis to support its billings to the City. The Contractor shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section H 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 City.

- J. 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.
- K. LIABILITY INSURANCE. The Contractor is self-insured as provided by Oregon law.
- L. 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.

- M. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not sub-contract 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 Contractor 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 sub-contractors 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.

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

- N. 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.

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

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

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

On CDBG-funded projects, the Contractor shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

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

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

Any litigation between the City and the 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.

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

S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the Contractor shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Contractor provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.

T. 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. For Community Development Block Grant-funded projects, the Contractor shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

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

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

V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Contractor shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).

W. MINIMIZING DISPLACEMENT. The Contractor assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.

X. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

- Y. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Bureau of Community Development.
- BB. **LOBBYING.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

VIII. Period of Agreement

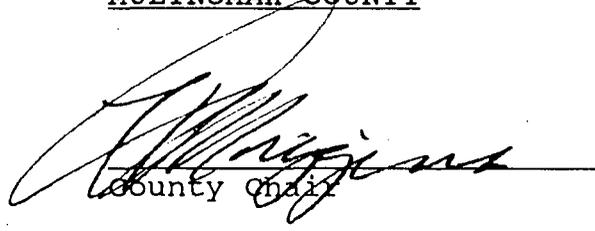
The terms of this Agreement shall be effective as of July 1, 1993 and shall remain in effect during any period the Contractor has control over City funds, including program income. The Agreement shall terminate as of June 30, 1994.

Dated this _____ day of _____, 1993.

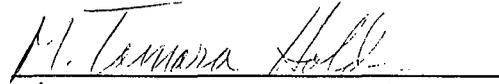
CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner



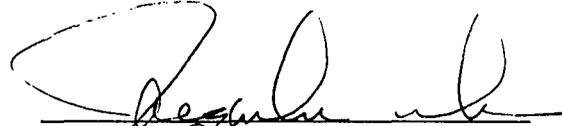
County Chair



Director, Department of
Community Corrections

APPROVED AS TO FORM:

Jeffrey L. Rogers
City Attorney



Laurence Kressel
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5, DATE 7-23-93


BOARD CLERK

MEETING DATE: ~~JUL 15 1993~~ JUL 22 1993

AGENDA NO: R-7 R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance Amending Potentially Dangerous Dog Classification Fees

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 8, 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: Environmental Services DIVISION: Animal Control

CONTACT: Mike Oswald TELEPHONE #: x4056
BLDG/ROOM #: 324

PERSON(S) MAKING PRESENTATION: Mike Oswald

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The adopted FY 93/94 Animal Control Budget reflects the Board's decision to increase the annual classification fee for Potentially Dangerous Dogs. This ordinance amends M.C.C. 8.10 to raise fees and clarifies the status of an infraction based on non-payment of the fee.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Wm Betty H. Willis

STATE OF OREGON
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
1993 JUL - 6 AM 9:58

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63 *Copies of Ordin. 773 sent to Mike Oswald on 7-22-93
& Ordin. Sub. list on 7-23-93.* 6193

ORDINANCE FACT SHEET

Ordinance Title: Potentially Dangerous Dog Fee Increase

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Pet owners who have their dogs classified as Potentially Dangerous are currently required to pay an annual classification fee of \$15. Due to declining General Fund support to the Animal Control Program, the Board adopted the FY 93/94 budget based upon these fees being increased.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

No other local jurisdiction have a similar program.

What has been the experience in other areas with this type of legislation?

Establishing annual fees for dangerous dog ownership is common. The fee amounts are consistent with similar programs.

What is the fiscal impact, if any?

Increase in operational revenue.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Edward

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: BH Wallia

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 773

An ordinance amending MCC 8.10. relating to Animal Control, clarifying the status of an infraction based on non-payment of the Potentially Dangerous Dog (PDD) Annual License Fee, raising the fee and creating separate fees based on the level of classification of the dog.

(Language in brackets [] is to be deleted; ~~shaded and underlined~~ language is new)

Multnomah County ordains as follows:

Section I. Findings

A. MCC Chapter 8.10.280(G) presently provides that to obtain a license for a dog classified potentially dangerous, the party responsible for the dog must pay the regular license fee plus a \$15 "classified dog fee."

B. Multnomah County Animal Control recommends the classified dog fee system be amended. Animal Control is requesting a two-tiered system with larger fees for the higher classified animals.

C. The present code should be clarified with respect to the consequence of failure to pay the fee. This amendment makes the failure to pay the PDD fee a Class C Infraction and adds language to various sections of MCC 8.10 for internal consistency of the Chapter.

Section II. Amendment to MCC 8.10.191

MCC 8.10.191 is amended to read as follows:

07/15/93:1

1 (A) The failure to comply with any conditions or restrictions
2 lawfully imposed pursuant to a notice of infraction or Director's
3 decision not otherwise stayed under MCC 8.10.056 is a violation of
4 this chapter. Failure to pay the civil fine shall be an infraction
5 under this section. A notice of infraction issued under this
6 section for failure to comply shall be of the same classification
7 as the original infraction. The first notice of infraction issued
8 under this section shall not be construed as a second offense under
9 MCC 8.10.900(B).

10 (B) Except as provided in MCC 8.10.191(C), all enforcement
11 actions under this section shall be brought before a Hearings
12 Officer.

13 (C) Any enforcement action for failure to comply wherein the
14 circumstances of the failure to comply by the party in violation
15 are determined by the Director to:

- 16 1) Be a substantial risk to public safety; or
- 17 2) Be a substantial risk to the care and treatment of
18 the subject animal(s); or
- 19 3) Be a failure to pay past-due fines on three or more
20 infractions within a 12-month period;

21 shall be brought in the State Court as provided under ORS 203.810
22 and ORS 30.315.

23 (D) Notwithstanding subsection (A) of this section, a notice
24 of failure to comply issued under this section that is based solely
25 on the failure to pay the annual classified dog fee under MCC
26 8.10.280(G), shall be a Class C infraction.

07/15/93:1

1 SECTION III Amendment to MCC 8.10.280

2 MCC 8.10.280 is amended to read as follows:

3 8.10.280 Regulation of potentially dangerous dogs. In addition to
4 the other requirements of MCC Chapter 8.10, the owner or keeper of
5 a potentially dangerous dog shall comply with the following
6 conditions:

7 (A) Dogs classified as Level 1 dogs shall be restrained in
8 accordance with MCC 8.10.010(B) by a physical device or structure,
9 in a manner that prevents the dog from reaching any public
10 sidewalk, or adjoining property and must be located so as not to
11 interfere with the public's legal access to the owner's property,
12 whenever that dog is outside the owner's home and not on a leash.

13 (B) Dogs classified as Level 2 dogs shall be confined within
14 a secure enclosure whenever the dog is not on a leash or inside the
15 home of the owner. The secure enclosure must be located so as not
16 to interfere with the public's legal access to the owner's
17 property. In addition, the Director may require the owner to
18 obtain and maintain proof of public liability insurance. In
19 addition, the owner may be required to pass a responsible pet
20 ownership test administered by the Director.

21 (C) Dogs classified as Level 3 or Level 4 dogs shall be
22 confined within a secure enclosure whenever the dog is not on a
23 leash or inside the home of the owner. The secure enclosure must
24 be located so as not to interfere with the public's legal access to
25 the owner's property, and the owner shall post warning signs, which
26 are provided by the Director, on the property where the dog is

07/15/93:1

1 kept, in conformance with rules to be adopted by the Director. In
2 addition, the Director may require the owner to obtain and maintain
3 proof of public liability insurance. The owner shall not permit
4 the dog to be off the owner's property unless the dog is muzzled
5 and restrained by an adequate leash and under the control of a
6 capable person. In addition, the Director may require the owner to
7 satisfactorily complete a pet ownership program.

8 (D) Dogs classified as Level 5 dogs as described in MCC
9 8.10.270 shall be euthanized. In addition, the Director may
10 suspend, for a period of time specified by the Director, that dog
11 owner's right to be the owner of any dog in Multnomah County,
12 including dogs currently owned by that person.

13 (E) All dogs classified as Level 5 potentially dangerous dogs
14 shall be euthanized at any time not less than twenty (20) days
15 after the date of classification. Notification to the Director of
16 any appeal to the Hearings Officer as provided for in MCC
17 8.10.054(A) or to any court of competent jurisdiction shall delay
18 destruction of the dog until a date not less than fifteen (15) days
19 after a final decision by the Hearings Officer of final judgment by
20 the court.

21 (F) To insure correct identification, all dogs that have been
22 classified as potentially dangerous may be marked with a permanent
23 identifying mark, photographed, or fitted with a special tag or
24 collar provided by the Director. The Director shall adopt rules
25 specifying the type of required identification.

26 (G) In addition to the normal licensing fees established by

07/15/93:1

1 MCC 8.10.220(A)(1) and (2), there shall be an annual fee of [~~\$15~~
2 ~~for dogs that have been classified as potentially dangerous~~] \$25
3 for dogs classified at Level 1 and Level 2; and \$50 for dogs
4 classified at Level 3 and Level 4.

5 (H) The owner of a potentially dangerous dog shall not permit
6 the warning sign to be removed from the secure enclosure, and shall
7 not permit the special tag or collar [~~from being~~] to be removed
8 from the classified dog. The owner of a potentially dangerous dog
9 shall not permit the dog to be moved to a new address or change
10 owners without providing the Director with ten (10) days prior
11 written notification.

12 (I) Declassification of potentially dangerous dogs. Any
13 owner of a classified potentially dangerous dog may apply to the
14 Director or the hearings officer, in writing, to have the
15 restrictions reduced or removed.

16 (1) The following conditions must be met:

17 (a) Level 1 or Level 2 dog has been classified for
18 one year without further incident or two years for Level 3 or Level
19 4 dogs; and

20 (b) The owner provides the Director with written
21 certification of satisfactory completion of obedience training for
22 the dog classified; and

23 (c) There have been no violations of the specified
24 regulations; and

25 (d) In addition, the Director may require the dog
26 owner to provide written verification that the classified dog has

07/15/93:1

1 | been spayed or neutered.

2 | (e) Any reclassification request submitted under
3 | this subsection must include \$25 review fee.

4 | (2) When the owner of a potentially dangerous dog meets
5 | all of the conditions in this subsection, the restrictions for
6 | Level 1 and Level 2 classified dogs may be removed. Restrictions
7 | for Level 3 and Level 4 dogs may be removed, with the exception of
8 | the secure enclosure.

9 | SECTION IV Amendment to MCC 8.10.900(A)

10 | MCC 8.10.900(A) is amended to read as follows:

11 | 8.10.900 Penalties, generally.

12 | (A) Violations of the provisions of this chapter shall be
13 | classified as provided below.

14 | (1) Class A Infractions. Violations of the following
15 | sections or subsections shall be Class A infractions:

- 16 | (a) MCC 8.10.030
- 17 | (b) MCC 8.10.180
- 18 | (c) MCC 8.10.190(B)(3)
- 19 | (d) MCC 8.10.190(B)(8)
- 20 | (e) MCC 8.10.190(B)(9)
- 21 | (f) MCC 8.10.190(B)(10)
- 22 | (g) MCC 8.10.190(B)(12)
- 23 | (h) MCC 8.10.200)

24 | (2) Class B Infractions: Violations of the following
25 | sections or subsections of this chapter shall be Class B
26 | infractions:

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- 1 (a) 8.10.150
- 2 (b) 8.10.155
- 3 (c) MCC 8.10.190(B)(4)
- 4 (d) MCC 8.10.190(B)(5)
- 5 (e) MCC 8.10.190(B)(6)
- 6 (f) MCC 8.10.190(B)(7)
- 7 (g) MCC 8.10.190(B)(11)

8 (3) Class C Infractions. Infractions of the following
9 sections or subsections of this chapter shall be Class C
10 infractions:

- 11 (a) MCC 8.10.070
- 12 (b) MCC 8.10.170
- 13 (c) MCC 8.10.190(B)(1)
- 14 (d) MCC 8.10.190(B)(2)
- 15 (e) MCC 8.10.210

16 (4) ~~Except as provided under MCC 8.10.191,~~ any other
17 violation of this chapter not listed in this subsection shall be a
18 Class A infraction.

19 SECTION V. Adoption.

20 ADOPTED this 22nd day of July, 1993, being

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22
23
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25
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07/15/93:1

1 the date of its second reading before the Board of County
2 Commissioners of Multnomah County, Oregon.



3
4
5 *Hank Higgins*
6 Hank Higgins, Acting Chair
7 Multnomah County, Oregon

8 LAURENCE KRESSEL, COUNTY COUNSEL
9 FOR MULTNOMAH COUNTY, OREGON

10 By *Matthew O. Ryan*
11 Matthew O. Ryan
12 Assistant County Counsel

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07/15/93:1

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending MCC 8.10. relating to Animal Control, clarifying the status of an infraction based on non-payment of the Potentially Dangerous Dog (PDD) Annual License Fee, raising the fee and creating separate fees based on the level of classification of the dog.

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A. MCC Chapter 8.10.280(G) presently provides that to obtain a license for a dog classified potentially dangerous, the party responsible for the dog must pay the regular license fee plus a \$15 "classified dog fee."

B. Multnomah County Animal Control recommends the classified dog fee system be amended. Animal Control is requesting a two-tiered system with larger fees for the higher classified animals.

C. The present code should be clarified with respect to the consequence of failure to pay the fee. This amendment makes the failure to pay the PDD fee a Class C Infraction and adds language to various sections of MCC 8.10 for internal consistency of the Chapter.

Section II. Amendment to MCC 8.10.191

MCC 8.10.191 is amended to read as follows:

06/02/93:1

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2 lawfully imposed pursuant to a notice of infraction or Director's
3 decision not otherwise stayed under MCC 8.10.056 is a violation of
4 this chapter. Failure to pay the civil fine shall be an infraction
5 under this section. A notice of infraction issued under this
6 section for failure to comply shall be of the same classification
7 as the original infraction. The first notice of infraction issued
8 under this section shall not be construed as a second offense under
9 MCC 8.10.900(B).

10 (B) Except as provided in MCC 8.10.191(C), all enforcement
11 actions under this section shall be brought before Hearings
12 Officers.

13 (C) Any enforcement action for failure to comply wherein the
14 circumstances of the failure to comply by the party in violation
15 are determined by the Director to:

- 16 1) Be a substantial risk to public safety; or
- 17 2) Be a substantial risk to the care and treatment of
18 the subject animal(s); or
- 19 3) Be a failure to pay past-due fines on three or more
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06/02/93:1

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10 sidewalk, or adjoining property and must be located so as not to
11 interfere with the public's legal access to the owner's property,
12 whenever that dog is outside the owner's home and not on a leash.

13 (B) Dogs classified as Level 2 dogs shall be confined within
14 a secure enclosure whenever the dog is not on a leash or inside the
15 home of the owner. The secure enclosure must be located so as not
16 to interfere with the public's legal access to the owner's
17 property. In addition, the Director may require the owner to
18 obtain and maintain proof of public liability insurance. In
19 addition, the owner may be required to pass a responsible pet
20 ownership test administered by the Director.

21 (C) Dogs classified as Level 3 or Level 4 dogs shall be
22 confined within a secure enclosure whenever the dog is not on a
23 leash or inside the home of the owner. The secure enclosure must
24 be located so as not to interfere with the public's legal access to
25 the owner's property, and the owner shall post warning signs, which
26 are provided by the Director, on the property where the dog is

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1 kept, in conformance with rules to be adopted by the Director. In
2 addition, the Director may require the owner to obtain and maintain
3 proof of public liability insurance. The owner shall not permit
4 the dog to be off the owner's property unless the dog is muzzled
5 and restrained by an adequate leash and under the control of a
6 capable person. In addition, the Director may require the owner to
7 satisfactorily complete a pet ownership program.

8 (D) Dogs classified as Level 5 dogs as described in MCC
9 8.10.270 shall be euthanized. In addition, the Director may
10 suspend, for a period of time specified by the Director, that dog
11 owner's right to be the owner of any dog in Multnomah County,
12 including dogs currently owned by that person.

13 (E) All dogs classified as Level 5 potentially dangerous dogs
14 shall be euthanized at any time not less than twenty (20) days
15 after the date of classification. Notification to the Director of
16 any appeal to the Hearings Officer as provided for in MCC
17 8.10.054(A) or to any court of competent jurisdiction shall delay
18 destruction of the dog until a date not less than fifteen (15) days
19 after a final decision by the Hearings Officer of final judgment by
20 the court.

21 (F) To insure correct identification, all dogs that have been
22 classified as potentially dangerous may be marked with a permanent
23 identifying mark, photographed, or fitted with a special tag or
24 collar provided by the Director. The Director shall adopt rules
25 specifying the type of required identification.

26 (G) In addition to the normal licensing fees established by

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1 MCC 8.10.220(A)(1) and (2), there shall be an annual fee of [~~\$15~~
2 ~~for dogs that have been classified as potentially dangerous~~] ~~\$25~~
3 ~~for dogs classified at Level 1 and Level 2; and \$50 for dogs~~
4 ~~classified at Level 3 and Level 4.~~

5 (H) The owner of a potentially dangerous dog shall not permit
6 the warning sign to be removed from the secure enclosure, and shall
7 not permit the special tag or collar from being removed from the
8 classified dog. The owner of a potentially dangerous dog shall not
9 permit the dog to be moved to a new address or change owners
10 without providing the Director with ten (10) days prior written
11 notification.

12 (I) Declassification of potentially dangerous dogs. Any
13 owner of a classified potentially dangerous dog may apply to the
14 Director or the hearings officer, in writing, to have the
15 restrictions reduced or removed.

16 (1) The following conditions must be met:

17 (a) Level 1 or Level 2 dog has been classified for
18 one year without further incident or two years for Level 3 or Level
19 4 dogs; and

20 (b) The owner provides the Director with written
21 certification of satisfactory completion of obedience training for
22 the dog classified; and

23 (c) There have been no violations of the specified
24 regulations; and

25 (d) In addition, the Director may require the dog
26 owner to provide written verification that the classified dog has

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1 | been spayed or neutered.

2 | (e) Any reclassification request submitted under
3 | this subsection must include \$25 review fee.

4 | (2) When the owner of a potentially dangerous dog meets
5 | all of the conditions in this subsection, the restrictions for
6 | Level 1 and Level 2 classified dogs may be removed. Restrictions
7 | for Level 3 and Level 4 dogs may be removed, with the exception of
8 | the secure enclosure.

9 | SECTION IV Amendment to MCC 8.10.900(A)

10 | MCC 8.10.900(A) is amended to read as follows:

11 | 8.10.900 Penalties, generally.

12 | (A) Violations of the provisions of this chapter shall be
13 | classified as provided below.

14 | (1) Class A Infractions. Violations of the following
15 | sections or subsections shall be Class A infractions:

- 16 | (a) MCC 8.10.030
- 17 | (b) MCC 8.10.180
- 18 | (c) MCC 8.10.190(B)(3)
- 19 | (d) MCC 8.10.190(B)(8)
- 20 | (e) MCC 8.10.190(B)(9)
- 21 | (f) MCC 8.10.190(B)(10)
- 22 | (g) MCC 8.10.190(B)(12)
- 23 | (h) MCC 8.10.200)

24 | (2) Class B Infractions: Violations of the following
25 | sections or subsections of this chapter shall be Class B
26 | infractions:

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- (a) 8.10.150
- (b) 8.10.155
- (c) MCC 8.10.190(B)(4)
- (d) MCC 8.10.190(B)(5)
- (e) MCC 8.10.190(B)(6)
- (f) MCC 8.10.190(B)(7)
- (g) MCC 8.10.190(B)(11)

(3) Class C Infractions. Infractions of the following sections or subsections of this chapter shall be Class C infractions:

- (a) MCC 8.10.070
- (b) MCC 8.10.170
- (c) MCC 8.10.190(B)(1)
- (d) MCC 8.10.190(B)(2)
- (e) MCC 8.10.210

(4) Except as provided under MCC 8.10.191, any other violation of this chapter not listed in this subsection shall be a Class A infraction.

SECTION V. Adoption.

ADOPTED this _____ day of _____, 1993, being

06/02/93:1

1 the date of its _____ reading before the Board of County
2 Commissioners of Multnomah County, Oregon.

3
4 (SEAL)

5 _____
6 Hank Miggins, Acting Chair
7 Multnomah County, Oregon

8 REVIEWED:

9 LAURENCE KRESSEL, COUNTY COUNSEL
10 FOR MULTNOMAH COUNTY, OREGON

11 By Matthew O. Ryan
12 Matthew O. Ryan
13 Assistant County Counsel

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06/02/93:1

Meeting Date JUL 22 1993

Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA - Concerning 800MHZ Simulcast Trunked Radio System

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION F.R.E.D.S.

CONTACT Tom Guiney TELEPHONE 248-5353

PERSON(S) MAKING PRESENTATION Tom Guiney, Harold Amidon

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: YES

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

Intergovernmental Agreement between the City of Portland and Multnomah County to establish the technical requirements and relationships concerning the 800MHZ Simulcast Trunked Radio System.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER BH William

(All accompanying documents must have required signatures)

3706V/DARJ0472.1GA

Sent Originals to Tom Guiney on 7-23-93. as per his request.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 JUL 14 AM 9:19

Meeting Date JUL 22 1993

Agenda No.: _____

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA - Concerning 800MHZ Simulcast Trunked Radio System

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION F.R.E.D.S.

CONTACT Tom Guiney TELEPHONE 248-5353

PERSON(S) MAKING PRESENTATION Tom Guiney, Harold Amidon

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: YES

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

Intergovernmental Agreement between the City of Portland and Multnomah County to establish the technical requirements and relationships concerning the 800MHZ Simulcast Trunked Radio System.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 9/4 Betsy H Williams

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 JUL 14 AM 8:28
MULTNOMAH COUNTY
OREGON

Meeting Date _____

Agenda No.: _____

(Above space for Clerk's Office Use)

.....

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA - Concerning 800MHZ Simulcast Trunked Radio System

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION F.R.E.D.S.

CONTACT Tom Guiney TELEPHONE 248-5353

PERSON(S) MAKING PRESENTATION Tom Guiney, Harold Amidon

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X/ 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):

Intergovernmental Agreement between the City of Portland and Multnomah County to establish the technical requirements and relationships concerning the 800MHZ Simulcast Trunked Radio System.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER BH Willia

(All accompanying documents must have required signatures)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302363

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>7/22/93</u></p> <p><u>Carrie A. Parkerson</u></p> <p>BOARD CLERK</p>
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Department Environmental Services Division F.R.E.D.S. Date 5/17/93

Contract Originator Tom Guiney Phone 5353 Bldg/Room 425

Administrative Contact Tom Guiney Phone 5353 Bldg/Room 425

Description of Contract An Intergovernmental Agreement between Multnomah County and the City of Portland to establish the technical requirements and relationships concerning the 800MHZ Simulcast Trunked Radio System.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland

Mailing Address 1120 SW 5th Ave., Room 1204
Portland, OR 97204

Phone (503) 823-6971

Employer ID# or SS# _____

Effective Date Upon execution

Termination Date Ongoing

Original Contract Amount \$ N/A

Total Amount of Previous Amendments \$ N/A

Amount of Amendment \$ _____

Total Amount of Agreement \$ N/A

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes No

Date 6/10/93

Date _____

Date 7/2/93

Date 7/22/93

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.	100	030	5930								
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

INTERGOVERNMENTAL AGREEMENT

Contract No. 302363

This Agreement is entered into pursuant to the authority found in ORS 190.010 et seq. by and between Multnomah County (COUNTY) and the City of Portland (CITY).

RECITALS

WHEREAS:

1. The CITY's Bureau of Emergency Communications (BOEC) operates the primary Public Safety Answering Point (PSAP) for all police and emergency medical services dispatch in Multnomah County at the CITY's current 911 dispatch site located in Kelly Butte;
2. The existing COUNTY-owned analog microwave system currently serves BOEC's dispatch center, as well as other radio systems operated by governments in Multnomah County;
3. The CITY Bureau of General Services (BGS), Communications Services Division, maintains all BOEC owned and other CITY-owned radio systems related equipment;
4. The COUNTY Department of Environmental Services (DES), Electronic Services Section, maintains all COUNTY-owned, City of Fairview-owned, City of Gresham-owned, City of Troutdale-owned, and City of Wood Village-owned radio system related equipment;
5. The CITY BGS and COUNTY DES Electronic Services organizations have maintained, and desire to continue to maintain, a high level of cooperation and efficiency in maintaining the existing and future systems to promote cost-effectiveness and public safety;
6. The CITY and the COUNTY have installed and maintained equipment at each other's radio sites and desire to continue this arrangement;
7. The CITY entered into an agreement with Motorola Communications and Electronics, Inc., (a copy of which is attached hereto as Exhibit A) to obtain an 800 mhz simulcast trunked radio system and related equipment utilizing a new digital microwave system;
8. Section 1.32.E. of the agreement between the CITY and MOTOROLA grants to certain other governmental agencies, including the COUNTY, a four-year option to purchase any equipment covered by the agreement at the same prices as are specified in the agreement for purchase by the CITY. The COUNTY desires to retain and exercise its option under the agreement between the CITY and MOTOROLA to purchase the radio equipment at the same price specified for purchase by the CITY in the agreement.
9. The COUNTY intends to utilize the new 800 mhz trunked radio system in the future and will continue to utilize part of its 460 mhz UHF system and other non-trunked radio systems;

10. The CITY intends to open a new BOEC dispatch center and close its Kelly Butte site, which will effectively render the existing COUNTY analog microwave system inoperable for public safety purposes;
11. The CITY and COUNTY intend to enter into a separate agreement for the COUNTY's use of the 800 mhz trunked radio system.
12. By entering into this Agreement, the CITY and COUNTY intend to:
 - a. Mutually use electronic equipment and sites owned respectively by the CITY and COUNTY;
 - b. Establish technical requirements to permit transition to the 800 mhz trunked radio system;
 - c. Establish a mechanism for utilizing the CITY's digital microwave system for non-trunked radio systems;
 - d. Acknowledge the COUNTY's right to purchase equipment utilizing the CITY's Motorola contract;
 - e. Permit and provide for COUNTY Electronic Services staff to receive training on the new 800 mhz trunked radio equipment;
 - f. Permit and provide for COUNTY staff to continue to maintain COUNTY-owned and other government-owned electronic equipment which will utilize the 800 mhz trunked radio system;
 - g. Continue the excellent cooperation and effectiveness of the CITY BGS and COUNTY DES Electronic Services organizations;

AGREEMENT

THEREFORE,

13. THE CITY AND COUNTY AGREE TO BE BOUND AS FOLLOWS:
 - (a) The CITY and COUNTY will continue to share radio sites. CITY and COUNTY technicians will have access to, and be responsible for the maintenance of their respective equipment. Both parties will comply with the technical and engineering standards in attachment "A".
 - (b) The CITY will provide the COUNTY with physical space sufficient for the COUNTY's existing UHF Sheriff radio equipment at the CITY's new 911 dispatch center. The COUNTY will remove this UHF radio equipment after the Sheriff and other users have made the transition to the trunked system.

- (c) The CITY will permit the COUNTY to physically connect its existing UHF Sheriff system to the CITY's new 800 mhz trunked system and to permit continued operations of the COUNTY's UHF system until the COUNTY has completely transferred all activity to the 800 mhz trunked system. This will include a hard patch between the systems as detailed in attachment "B". The COUNTY will continue to maintain the existing UHF equipment as long as it is in service.
- (d) The CITY will provide the COUNTY with a sufficient number of microwave channels to continue operation of the existing UHF Sheriff radio system as long as it is in service and will provide microwave channels for other COUNTY non-trunked radio systems, in accordance with attachment "C".
- (e) The COUNTY will comply with all CITY specifications on interfacing to the microwave.
- (f) The CITY acknowledges the COUNTY's option to purchase equipment under Section 1.32.E. of the Agreement between the CITY and MOTOROLA.
- (g) The CITY will permit COUNTY technicians to attend the Motorola on site training for mobiles, portables, and MDT's as provided for in the Motorola contract, Section 1.34.A. The COUNTY will pay for any additional cost for training COUNTY personnel.
- (h) The CITY will permit electronic equipment maintained by COUNTY staff to utilize the 800 mhz trunked radio system. Equipment maintained by the COUNTY and owned by the COUNTY or other governments utilizing the 800 mhz trunked radio system will be maintained at acceptable standards.
- (i) The CITY will be the sole controller of the TCMS (Trunking Code Management System) software. However, the CITY will provide the COUNTY with files on a computer disk that will allow the County to program their spare radios with any of the County's formats. The CITY will also provide the COUNTY with similar files for non-County agencies that have an agreement with the COUNTY for radio maintenance. The COUNTY will comply with CITY requirements to ensure the integrity of the database.
- (j) The CITY and COUNTY agree to mutually indemnify each other to the extent of the tort claim limits of ORS 30.270 and hold harmless and defend against all claims, demands, actions and suits brought against any party to this agreement from negligent or intentional acts of their respective employees acting within the scope of their employment and when performing their duties under this Agreement.

14. This Agreement shall continue in effect indefinitely but is subject to amendment by mutual agreement in writing. This agreement may only be canceled by mutual agreement of the CITY Council and the COUNTY Board of Commissioners.

15. The COUNTY designates it's Director of Environmental Services to represent the COUNTY in all matters pertaining to administration of this Agreement.

The CITY designates _____ to represent the CITY in all matters pertaining to the administration of this agreement.

All notices pursuant to the terms of this agreement shall be addressed as follows:

Notice to CITY:

NAME
ADDRESS
CITY, ST ZIP

Notice to COUNTY:

Director of Environmental Services
2115 SE Morrison
Portland, OR 97214

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA# K-7 DATE 7-22-93
Carrie A. Peterson
BOARD CLERK

MULTNOMAH COUNTY

[Signature]
Henry C. Miggins, Acting Chair
Board of County Commissioners

Date: July 22, 1993

REVIEWED:

for [Signature]
Lawrence Kressel,
Multnomah County Counsel

Date: July 12, 1993

CITY OF PORTLAND

By _____
Vera Katz, Mayor
City of Portland

Date: _____, 1993

REVIEWED:

By [Signature]
Jeffrey Rogers, City Attorney
8/2/93

Date: _____, 1993

Attachment "A"

The following engineering standards apply to all CITY and COUNTY radios sites. The CITY will be the Site Manager for CITY sites and the COUNTY will be the Site Manager for COUNTY sites. Site managers have the final authority over their respective radio sites.

1. All radio equipment shall meet the following requirements:
 - (a) Transmitters shall be FCC type accepted and comply with applicable rules and regulations. Only FCC type accepted transmitters, designed for use in high RF multi-user environment, will be allowed on the site.
 - (b) All receivers shall comply with Part 15 of the FCC rules.
 - (c) All systems shall provide an external loud speaker and switch to facilitate checking for interference.
 - (d) All antenna cables shall carry identification tags entering and leaving the building which describes type and location of antenna.
 - (e) All cabinets or equipment shall be identified by user name, call letters, transmit and receive frequency assignment and a 24 hour telephone number of the person responsible for the operation of the transmitter. A valid FCC license must be attached to the cabinet at all times.
 - (f) All transmitters shall be equipped with a minimum of one (1) harmonic filter, one (1) ferrite isolator and one (1) band pass cavity (BPC) which has the minimum attenuation levels listed below in table 1. The isolator shall precede the BPC in the transmit path. Notch only duplexers must be preceded by a BPC (table 1). Additional harmonic filters, BPC's, isolators and other protection may be required to solve specific site interference problems.

Table 1

<u>FREQUENCY BAND</u>	<u>ISOLATOR REVERSE ATTENUATION</u>	<u>BPC ATTENUATION AT +/-1 MHZ OF CARRIER</u>
25-50 MHZ	15 DB	20 DB
66-88 MHZ	25 DB	15 DB
130-175 MHZ	50 DB	15 DB
400-470 MHZ	50 DB	15 DB
806-960 MHZ	50 DB	10 DB

Attachment "A" continued

- (g) The transmitters/receivers shall be combined to the master antenna systems. Tests will be performed to ensure this installation will not cause a lack of performance to existing equipment. Systems not compatible with the combining network due to specific requirements, directivity or FCC requirements will be handled on a case by case basis.
- (h) All receivers which experience interference shall first be equipped with cavities and/or crystal filters (if applicable) to qualify for further troubleshooting considerations.
- (i) Each transmitter cabinet shall be provided with an effective radio frequency (RF) ground and shall be shielded and filtered as well as the "state of the art" permits. Transmit equipment, excluding microwave equipment, shall be housed in grounded metal cabinets suitable for a high RF environment. Access doors must be in place. Open frame racks will require specific approval.
- (j) Transmitter power shall be limited to what is necessary to provide coverage in the areas of the agency jurisdiction as determined by field tests. Transmit power as measured at the transmitter output will not exceed 150 watts, unless pre-approved.
- (k) Solid outer conductor coaxial cable (1/2" or 7/8" heliax) must be used from the cabinet to the cable entry room. No direct antenna to cabinet heliax coaxial cable runs will be permitted. All cables must terminate in the cable entry room with a type N female connector.
- (l) All coaxial cables must have a vinyl, or equivalent, insulating cover.
- (m) Nylon tie wraps, insulated wire wraps, or insulated cable clamps will be used to fasten coaxial cables to the tower. Wrap-lock type metal tape and metal fasteners are not permissible.
- (n) All antenna and transmission line work will be done only after the site manager has been notified. Any damage to existing antennas, coaxial cables or communications equipment during installation or maintenance must be reported immediately.
- (o) Every effort should be made to protect the equipment from lightning damage. Grounding kits must be installed on all tower coax. This includes at the antenna, where the cable leaves the tower and at the cable entry room. All radio cabinets will be connected to the building ground system using 6 AWG jacketed copper cable.
- (p) Control stations and inverted pairs on FCC designated repeater channels will not be allowed.

Attachment "A" continued

2. Installations and the use of any Contractor(s) or Subcontractor(s) are subject to the approval of the respective site Manager who has binding over all engineering responsibilities for equipment and systems at this site. Both parties specifically reserve the right to determine the physical placement of antennas on the support structure and the location of space within their respective buildings for installation of the base station equipment. Installations shall be done in a neat and professional manner and shall conform to all applicable electric and safety codes.
3. Equipment causing interference to other equipment shall be immediately disconnected until corrective action is taken and approved by the site Manager.

The system installation shall not be modified without prior ten (10) days written notice of such modification to the site Manager. This provision shall not apply to routine maintenance of modifications necessary to correct an out-of-service condition or to alleviate an interference problem. In the event of such an emergency modification, the site Manager shall be notified within 16 hours after the modification has been made.

Attachment "B"

PATCHING EXISTING SHERIFF NETS TO NEW TRUNKED SYSTEM

The following is intended to make a "hard patch" between the existing COUNTY UHF system (Nets 4,5, and 7) and the CITY's new trunked radio system. This patch will remain in service until the COUNTY has completely transferred all equipment to the trunked system. This may take several years longer than the CITY's projected plan for transferring all equipment off their existing UHF system. This plan also includes changes needed to make the move to the new BOEC center.

This plan may be changed by mutual written agreement between the CITY's Communications Services Division Manager and the COUNTY's Fleet, Records, Electronics and Distribution Services Manager.

Figure 1 is a diagram of the existing Net 4 equipment at Kelly Butte. Nets 5 and 7 are similar and the following changes will be made to them also. All equipment outside Kelly Butte is connected via the COUNTY's microwave system (analog mw). It will be necessary to connect all circuits to the CITY's new microwave system (digital mw) as the move is made to the new BOEC.

Phase 1 of this plan will move the existing UHF receiver voters to the new BOEC: (see figure 2)

1. After the CITY's digital mw has been tested and accepted, put new receivers on line at Wallatin Tank and Lookout.
2. Install a receiver voter shelf at the new BOEC complete with audio module. Connect the Wallatin Tank and Lookout receiver circuits to this shelf. Pre-wire circuits for remaining receivers and the voter output to Kelly.
3. Make back to back connections at Crest between analog and digital mw for the voter output and COS signal.
4. Pre-wire Kelly Butte for the voter output and COS signal. This should go to a jack field to allow a quick transfer.
5. Transfer the Rocky Butte B receiver and the Biddle Butte B receiver to the digital mw and make necessary adjustments. The following receivers should now be functioning through the new voter shelf and voted audio and COS should appear at Kelly Butte at the jack field:
 1. Rocky Butte B
 2. Biddle Butte B
 3. Wallatin Tank
 4. Lookout
6. At Kelly Butte, cut-over to the new BOEC voter shelf by using a patch cord.

Attachment "B" continued

7. After verifying proper operation, move the remaining receivers to the digital mw and reactivate through the new voter. The following receivers will be taken out of service and will not be reconnected at the new BOEC voter.
 1. Kelly Butte
 2. Kelly Butte B
 3. Oxbow
 4. E47
8. Note that all transmitter circuits remain on the analog mw as long as dispatch is done from Kelly Butte.

Phase 2 will take place when the dispatcher move from Kelly Butte to the new BOEC. (see figure 3)

1. Install a new remote keying control shelf at the new Boec and bridge to the voter. Do not disrupt the existing voter outputs to Kelly Butte.
2. Make the necessary connections to the new trunking controller to accomplish the following.
 - A. Audio from the voter will be patched to audio from the corresponding trunked talk group and will be repeated over the trunked system and will be heard by the dispatcher.
 - B. Audio from the corresponding trunked talk group and the dispatcher will be patched to the selected UHF transmitter. This should also be accompanied by a COS or PTT signal to the remote keying shelf.
3. Install a 5 position site select switch at the COUNTY dispatch console. (one each for 4,5, and 7) Connect the transmitter circuits to the digital mw via a jack field. Plug out the circuits at the jack field.
4. At the respective transmitter sites, bridge the transmitters to the digital mw without disturbing the connections to the analog mw.
5. During setup and testing the UHF transmit lines should be plugged out at the jackfields. Complete operational tests can be made at these jackfields.
6. When the Dispatch is transferred from Kelly to the new BOEC, it should only be necessary to remove the plugs from the transmit lines and install plugs in the voter output lines to Kelly. (The dashed lines on figure 3.)
7. After transfer is complete, remove all connections to the analog mw and optimize all levels.

Attachment "B" continued

It is assumed that the CITY will be making similar changes to their Nets to keep the existing UHF system patched to the trunked system during the transition time. Since the COUNTY's transition time may be several years longer than the CITY's, we request that the Net 2 patch be left in place to allow COUNTY radios on UHF to continue to have convenient communications with East Precinct cars. The COUNTY will agree to maintain the necessary UHF base station equipment if the CITY will leave it in place. After the COUNTY has completed transition to trunking, they will return all such equipment to the CITY.

NON TRUNKED RADIO SYSTEMS

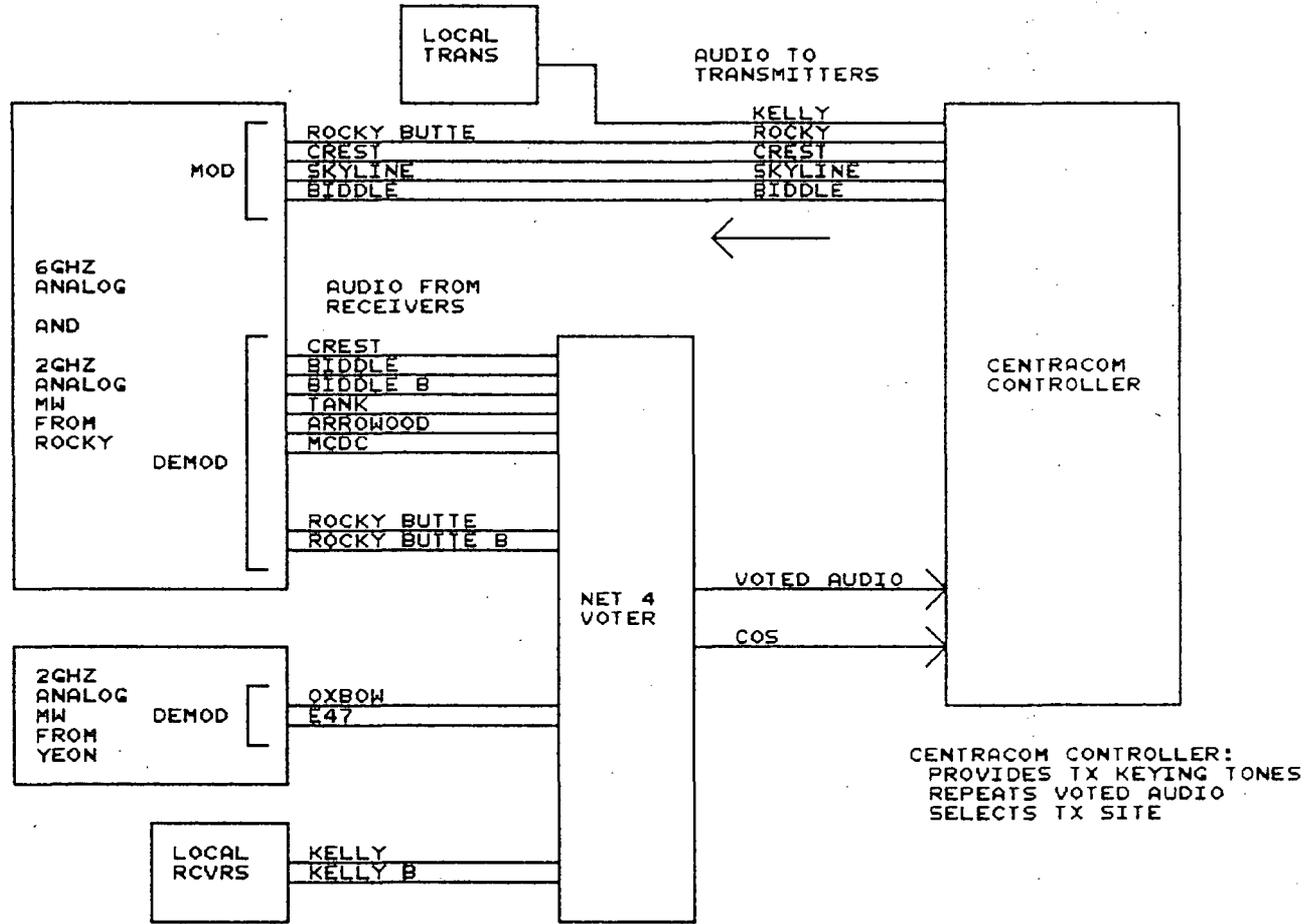
In addition to the Sheriff radio equipment, the COUNTY currently has radio base stations installed at both CITY and COUNTY sites. This equipment is on the COUNTY analog microwave system and needs to be transferred to the CITY digital microwave before the COUNTY can abandon the analog system. The COUNTY is also interested in adding some VHF receivers at Lookout and Wallatin Tank to improve coverage of the Roads and the LGS systems. The COUNTY anticipates keeping these systems in service indefinitely and requests long term access to these facilities and the needed digital microwave channels.

Figures 4 and 5 are block diagrams of these systems as proposed. The COUNTY will need the following channels on the CITY's microwave system for this service.

- 1 four wire circuit from Council Crest to Rocky Butte
- 1 two wire circuit from Council Crest to Rocky Butte
- 1 four wire circuit from Biddle Butte to Rocky Butte
- 1 two wire circuit from Biddle Butte to Rocky Butte
- 2 two wire circuits from Wallatin Tank to Rocky Butte
- 2 two wire circuits from Lookout to Rocky Butte

The COUNTY also request the ability to add or subtract circuits in the future as needed for this or other communications needs.

KELLY BUTTE



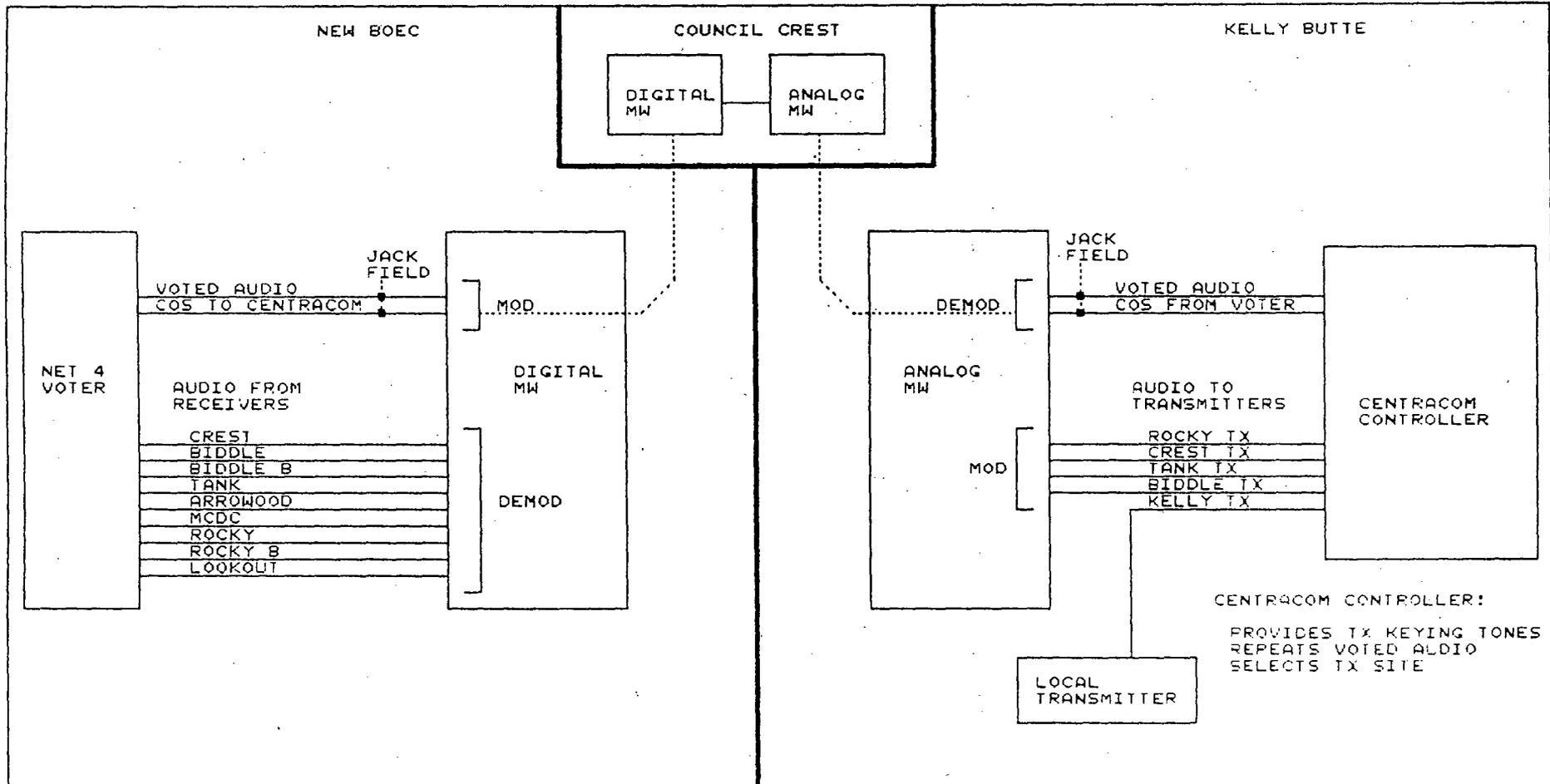
CENTRACOM CONTROLLER:
 PROVIDES TX KEYING TONES
 REPEATS VOTED AUDIO
 SELECTS TX SITE

EXISTING NET 4 SYSTEM

ALL EQUIPMENT SHOWN IS LOCATED AT KELLY BUTTE.
 ALL CONNECTIONS TO THE OUTSIDE WORLD ARE DONE OVER THE
 TWO ANALOG MICROWAVE SYSTEMS AS SHOWN.

ATTACHMENT "B" - FIGURE 1

MULTNOMAH COUNTY ELECTRONIC SERVICES		
Title		
VOTER INTERFACE TO TRUNKED SYSTEM		
Size	Document Number	REV
A	YEON\TRUNK1.VOT	
Date: February 19, 1993		Sheet 1 of



12

PHASE 1

OBJECTIVE: TO MOVE VOTERS FROM KELLY BUTTE TO NEW BOEC WITH A MINIMUM AMOUNT OF DOWNTIME.

1. DIGITAL MW MUST BE COMPLETELY ON LINE AND TESTED.
2. PUT RECEIVERS ON LINE AT TANK AND LOOKOUT VIA DIGITAL MW.
3. INSTALL ONE VOTER SHELF AT NEW BOEC AND ESTABLISH VOTED AUDIO/COS CIRCUIT TO KELLY BUTTE.
4. TRANSFER ROCKY BUTTE B AND BIDDLE BUTTE B RECEIVERS TO DIGITAL MW.
5. CONNECT NEW BOEC VOTER TO CENTRACOM CONTROLLER AND TURN DOWN OLD KELLY VOTER.
6. MOVE REMAINDER OF RECEIVE CIRCUITS TO DIGITAL MW AND THE NEW BOEC VOTER.

DO NOT RECONNECT RECEIVERS FROM KELLY, OXBOW, OR E47.

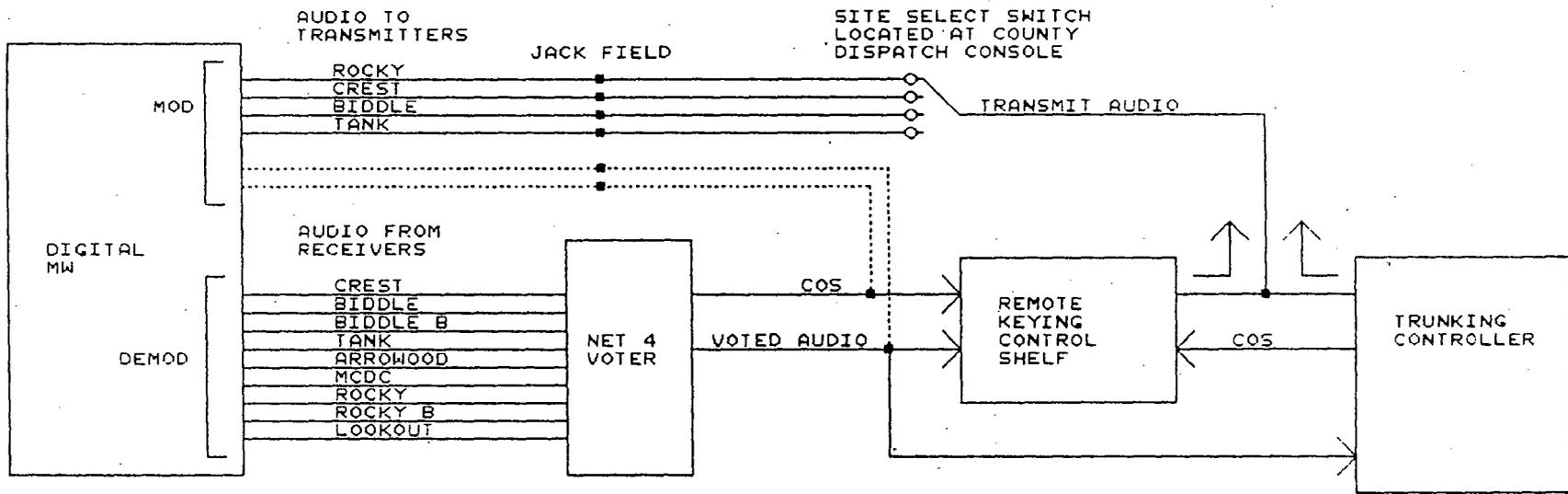
TRANSMITTER CIRCUITS WILL REMAIN ON ANALOG MW UNTIL DISPATCH MOVES TO NEW BOEC.

CENTRACOM CONTROLLER:
 PROVIDES TX KEYING TONES
 REPEATS VOTED AUDIO
 SELECTS TX SITE

ATTACHMENT "B" - FIGURE 2

MULTNOMAH COUNTY ELECTRONIC SERVICES		
Title		
VOTER INTERFACE TO TRUNKED SYSTEM		
Size	Document Number	REV
A	YEON\TRUNK2.VCT	
Date: February 19, 1993		Sheet 7 of

NEW BOEC



DASHED LINES ARE CIRCUITS TO KELLY BUTTE THAT WILL BE REMOVED AFTER DISPATCH HAS BEEN TRANSFERRED TO NEW BOEC.

REMOTE KEYING CONTROL SHELF WILL TAKE AUDIO FROM THE VOTER, ADD KEYING TONES AND SEND IT TO THE SELECTED NET 4 TRANSMITTER.

THIS SHELF WILL ALSO PROVIDE KEYING TONES WHEN IT RECEIVES A "COS" SIGNAL FROM THE TRUNKING CONTROLLER.

TRUNKING CONTROLLER WILL RECEIVE AUDIO FROM NET 4 VOTER AND HARD PATCH IT TO THE CORRESPONDING TRUNKED TALK GROUP.

WILL ALSO PROVIDE A "COS" SIGNAL WHEN SENDING AUDIO.

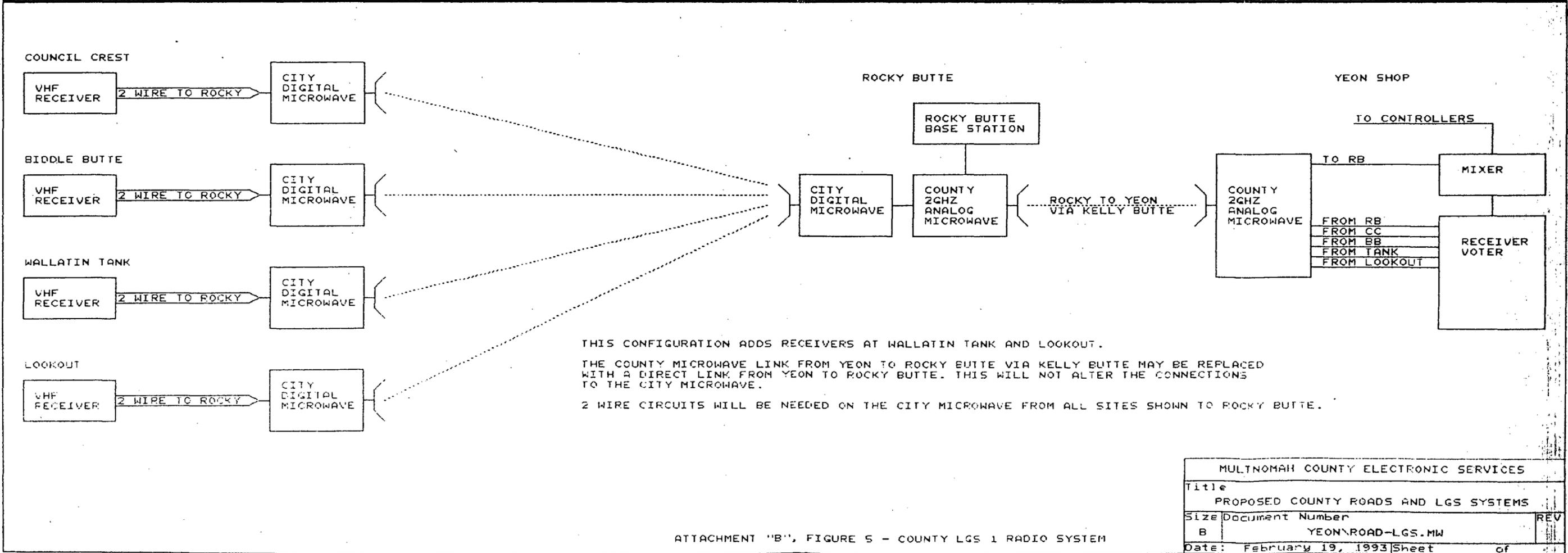
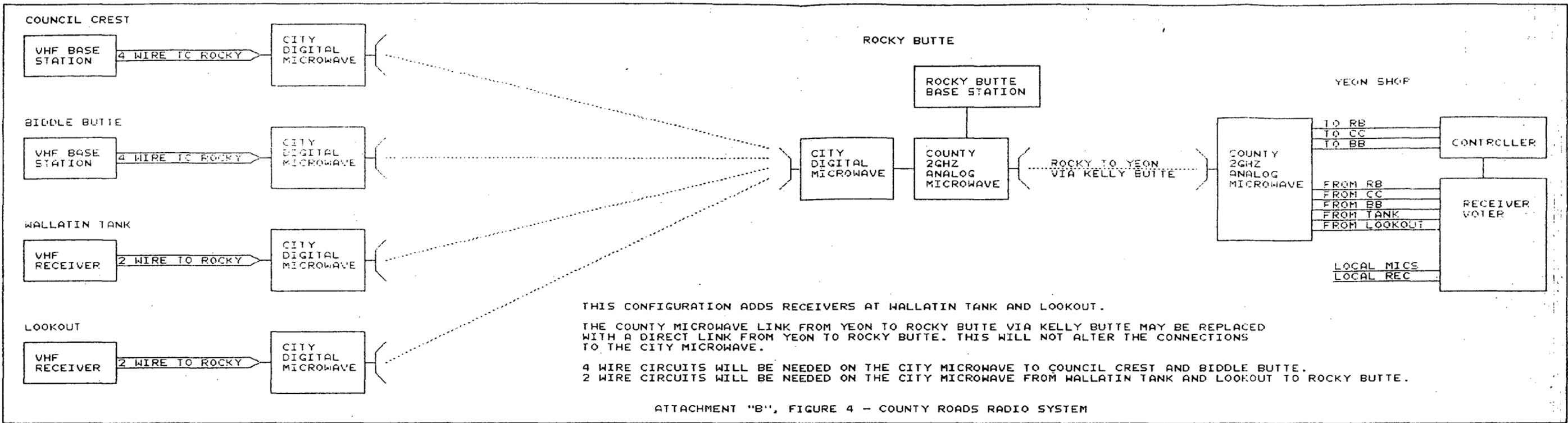
PHASE 2

OBJECTIVE: TO MOVE DISPATCH CONTROL FROM KELLY BUTTE TO NEW BOEC.

1. CONNECT THE VOTER OUTPUTS TO THE NEW REMOTE KEYING CONTROL SHELF.
2. INTERFACE TO THE NEW TRUNKING CONTROLLER AND SITE SELECT SWITCH. TRANSMIT LINES SHOULD BE JACKED OUT WHILE TESTING TO AVOID INTERFERENCE WHILE KELLY BUTTE IS STILL ON LINE.

MULTNOMAH COUNTY ELECTRONIC SERVICES		
Title		
VOTER INTERFACE TO TRUNKED SYSTEM		
Size	Document Number	REV
A	YEON\TRUNK3.VOT	
Date: February 19, 1993		Sheet 3 of

ATTACHMENT "B" - FIGURE 3



MULTNOMAH COUNTY ELECTRONIC SERVICES	
Title	
PROPOSED COUNTY ROADS AND LGS SYSTEMS	
Size Document Number	REV
B	YEON ROAD-LGS.MW
Date: February 19, 1993	Sheet of

Attachment "C"

The following is the COUNTY's projected plan for channels needed on the new Portland microwave system to keep the existing 460 mhz UHF Sheriff radio nets in service. These channels will remain in service until the east county has completely converted to trunking. Some may remain in service indefinitely if we retain part of the 460 mhz UHF system.

Crest to BOEC	Crest Net 4 base
Crest to BOEC	Crest Net 5 base
Crest to BOEC	Crest Net 7 base
Portland Bldg to BOEC	MCDC Net 4 receiver
Portland Bldg to BOEC	MCDC Net 5 receiver
Portland Bldg to BOEC	MCDC Net 7 receiver
Biddle to BOEC	Biddle Net 4 base
Biddle to BOEC	Biddle Net 5 base
Biddle to BOEC	Biddle Net 7 base
Biddle to BOEC	Biddle Net 4 aux receiver
Biddle to BOEC	Biddle Net 5 aux receiver
Biddle to BOEC	Biddle Net 7 aux receiver
Rocky to BOEC	Rocky Net 4 base
Rocky to BOEC	Rocky Net 5 base
Rocky to BOEC	Rocky Net 7 base
Rocky to BOEC	Rocky Net 4 aux receiver
Rocky to BOEC	Rocky alarm receiver
Rocky to BOEC	Yeon Net 4 receiver (to be added)
Rocky to BOEC	Yeon Net 5 receiver (to be added)
Rocky to BOEC	Yeon Net 7 receiver (to be added)
Tank to BOEC	Tank Net 4 base (moved from Skyline)
Tank to BOEC	Tank Net 5 receiver
Tank to BOEC	Tank Net 7 receiver
Scott to BOEC	Scott Net 4 receiver (moved from Oxbow)
Scott to BOEC	Scott Net 5 receiver (moved from Oxbow)
Scott to BOEC	Scott Net 7 receiver (moved from Oxbow)
Lookout to BOEC	Lookout Net 4 receiver (moved from E47)
Lookout to BOEC	Lookout Net 5 receiver (moved from E47)
Lookout to BOEC	Lookout Net 7 receiver (moved from E47)

The following microwave channels will be needed for non Sheriff radio systems that will not be converting to the trunked system.

Crest to Rocky	Crest Road base station
Crest to Rocky	Crest LGS1 receiver
Biddle to Rocky	Biddle Road base station
Biddle to Rocky	Biddle LGS1 receiver
Portland Bldg to Rocky	MCDC LGS2 control
Lookout to Rocky	Lookout Road receiver (to be added)
Lookout to Rocky	Lookout LGS1 receiver (to be added)
Tank to Rocky	Tank Road receiver (to be added)
Tank to Rocky	Tank LGS1 receiver (to be added)

EXHIBIT "A"

CONTRACT

This Contract for services and equipment is between the CITY OF PORTLAND, OREGON (City) and MOTOROLA COMMUNICATIONS AND ELECTRONICS INC. (Contractor).

RECITALS

It is the intent of this Contract to obtain a complete 800 Mhz, simulcast, trunking radio system for the City of Portland, Oregon hereafter referred to as "City". The radio system consists of site controllers, trunking base stations, site installation work and other items to provide a complete, installed, functional, and operating communication system. The system also includes radio consoles at the dispatch center operated by the Portland Bureau of Emergency Communications. The contractor will propose a project team with one Project Manager and one Account Manager as the Contractor's responsible project leaders. The system shall be complete, installed, and operational within the time frame established in the statement of work.

The equipment shall be complete, installed, and ready for operation at the City's dispatch center location and at any of the remote sites as required.

All of the trunk radio system equipment supplied will be capable of operation in a Motorola SmartNet Simul-Cast system.

AGREEMENT SECTION 1

1.1 SCOPE OF CONTRACTOR SERVICES

- A. The Contractor shall provide the services and equipment specifically to the Bureau of General Services, Communications Services Division. The Contractor shall provide to the City those services and equipment set out in Exhibit A hereto and implemented under the Statement of Work (SOW), Exhibit B hereto.
- B. The Contractor shall provide the services and equipment set out in Subsection A beginning as of the date of execution of this contract. The contract will be completed within the time frame established by the statement of work.

1.2 SCOPE OF CITY SERVICES

A. To assist the Contractor in carrying out her/his obligations hereunder, the City shall provide the following equipment and services set out below:

1. All documentation presently available that is pertinent to the project.
2. Arrange access for all necessary site visits.
3. Arrange any meetings with City and non-City users.
4. All improvements required at the selected radio sites.
5. Radio frequency coordination and licensing.
6. Radio coverage surveys and selection of the sites based upon these surveys.
7. Responsibility for radio coverage from the sites selected based upon those surveys.
8. Installation of all of the mobile and portable equipment.
9. All fixed end equipment antennas, transmission lines, transmitter combiners, and receiver multicouplers per Motorola engineer designed specifications.
10. All DC batteries and racks, including DC power distribution equipment for base station back up power, per Motorola engineer designed specifications.
11. All test equipment per Motorola recommended list.
12. All Central Controller and remote site UPS equipment per Motorola engineer recommendations.
13. Digital Microwave system to all remote sites per Motorola engineer specified minimum path requirements.
14. All microwave multiplex equipment except Motorola supplied multiplex equipment for the 800 MHz Simul-Cast system.
15. All Alarm and Control system equipment.
16. All Console furniture.
17. All 24 or 48 VDC Power System equipment per Motorola engineer specified recommendations.
18. All miscellaneous racks for miscellaneous equipment.
19. Miscellaneous hardware and punchdown blocks.
20. Physical installation of all equipment per Motorola specifications and instructions.
21. Procurement of other miscellaneous Non Motorola hardware, except for those items as specified to be supplied by Motorola in Attachment A.
22. The City will be responsible for the design of the sites and the basic site support equipment (UPS, generators, towers, AC power, etc.).
23. The City will design the DC power distribution to specifications provided by Motorola for the Motorola supplied equipment.
24. The City will design the antenna placement and cable routing at each site.
25. Based on rack layout requirements and information provided by Motorola, the city will design the floor space layout for each site.

26. The City will supply labor and assist the Motorola Field Engineers with the initial level setting and review of the level setting procedure.
27. The City will provide labor and assist the Motorola Field engineers during the system optimization
28. The City will perform the system coverage tests and speech quality tests.
29. The City jointly with Motorola will develop an acceptance test plan for mutual approval to be jointly performed by Motorola and the City.

B. The City shall perform the services set out in Subsection A above within a mutually agreed to time frame between the City and the Contractor.

1.3 COMPENSATION

The City shall pay the Contractor for all work performed and equipment supplied as set out in Exhibit A. The Contractor's billing and the City's payment procedures shall be as set out below:

FIXED END EQUIPMENT

- 10% Due Upon Delivery of SOW, Factory Staging Test Document, and PERT Chart.
- 80% Due Upon Delivery.
- 5% Due Upon Optimization Completion.
- 5% Due Upon Acceptance or Substantial Beneficial Use.

MOBILES & PORTABLES

- 100% Due Upon Delivery

ENGINEERING, SERVICES & TRAINING

- 100% Due Upon Delivery or Implementation of each category or contract service as defined in contract Exhibit A.

Optimization is defined as system meeting technical standards as outlined in the (ATP) Acceptance Test Plan.

Payments will be made no later than 30 days after completion of delivery of the equipment and the receipt and approval of appropriate and complete invoices as required by the City purchasing regulations.

In no case shall payment be made for equipment not delivered or installations not performed.

1.4 EARLY TERMINATION OF CONTRACT

- A. The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- C. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely resolved the breach within fifteen (15) days of the notice or such longer period as granted by the non-breaching party, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

1.5 PAYMENT ON EARLY TERMINATION

- A. In the event of termination under Subsection 1.4 A or B, EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed and delivered in accordance with the Contract prior to the termination date.
- B. In the event of termination under Subsection 1.4 C, EARLY TERMINATION OF CONTRACT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in Subsection A of this Section.
- C. In the event of termination under Subsection 1.4 C, EARLY TERMINATION OF CONTRACT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in Subsection A of this Section, subject to set off of excess costs. If the cost of completing the work exceeds the amount actually paid to the contractor, plus the remaining unpaid balance of the compensation referred to in Section 1.3, then the contractor shall pay to the city the amount of the excess.
- D. In the event of early termination all Contractor's work products delivered to the City will become and remain property of the City.

1.6 PROJECT MANAGEMENT

- A. The City Project Manager shall be J. Dennis Quail or such other person as shall be designated in writing by the Communications Services Division manager.

- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Contract as provided herein, and to carry out any other City actions referred to herein.
- C. Designation of the Contractor's Project Manager and Account Manager shall be subject to approval by the City. If the Contractor's Project Manager or Account Manager is changed during the project the new person or persons will have to be accepted by the City before he/she is assigned to the project. Such approval shall not be unreasonably withheld.

The Contractor's Project Manager is:

T. Pete Weber
Motorola C & E
4900 SW Meadows Road
Suite 220
Lake Oswego, OR, 97035

The Contractor's Account Manager is:

Dennis R. Hille
Motorola C & E
4900 SW Meadows Road
Suite 220
Lake Oswego, OR, 97035

1.7 COMPLIANCE WITH LAWS

- A. In connection with its activities under this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- B. Contractor agrees that he/she has certified with the City's EEO Certification process.

1.8 INDEMNIFICATION

- A. 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 while on the premises of the City during the delivery, installation and testing of the radio system. In no event shall City or Contractor be liable for any incidental, special or consequential damages.

1.9 LIABILITY INSURANCE

- A. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officer, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Contract. The insurance shall provide coverage for not less than \$200,000.00 for personal injury to each person; \$1,000,000.00 for each occurrence; and \$1,000,000.00 for each occurrence involving property damages; or a single limit policy of not less than \$1,000,000.00 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officer, agents, and employees as described in Exhibit D hereto. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Contractor shall provide a new policy with equivalent terms. The Contractor agrees to maintain continuous uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damage or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.
- B. The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under Subsection A. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

1.10 WORKERS' COMPENSATION INSURANCE

- A. Unless exempt, the Contractor shall, before commencement of work, obtain workers' compensation insurance coverage for all of its workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes. A certification of insurance or copy thereof shall be attached to this Contract as Exhibit D and shall be incorporated herein and made a term and part of this Contract. The contractor further agrees to maintain workers' compensation insurance coverage for the duration of this contract.

- B. In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Contract, 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 properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Contract. Questionnaire is attached to this Contract and as Exhibit C and shall remain attached to this Contract and become a part thereof as if fully copied herein.

1.11 SUBCONTRACTING

The Contractor shall not subcontract its work under this Contract, in whole or in part, without the prior 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 Contractor 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 obligation to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Contract, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. All contractors shall maintain minimum liability insurance as described in Section 1.10.

1.12 ASSIGNMENT

The Contractor shall not assign this Contract, in whole or in part, or any right or obligation hereunder without the prior written approval of the City.

1.13 INDEPENDENT CONTRACTOR STATUS

- A. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- B. The Contractor, its subcontractors, and their 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.

1.14 BREACH OF CONTRACT

- A. The City or the Contractor shall breach this Contract if it fails to perform any substantial obligation under the Contract, except as provided in Subsection B of this section.
- B. Neither the City nor the Contractor shall have breached this Contract by reason of any failure to perform a substantial obligation under the Contract if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, flood, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

1.15 OWNERSHIP OF DOCUMENTS

- A. All work the Contractor performs under this contract shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans copyrights, specifications, working papers, as-built drawings and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver this material to the City's Project Manager.
- B. The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection A of this section.
- C. Any use the City makes of the materials referred to in subsection A of this section, except for purposes of the work contemplated by this Contract, shall be at the City's risk.

1.16 ARBITRATION

- A. Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree upon the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out

of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they shall be bound by the decision of the arbitrator.

- B. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of the dispute, and the City shall make payments as required by the Agreement for undisputed portions of the work.

1.17 NOTICE

Any notice provided for under this Contract shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

J. Dennis Quail
Communications Services Division Manager
1130 SW 17th Ave
Portland, OR, 97205

If to the Contractor;

Contractor's Project Manager:

T. Pete Weber
Motorola C & E
4900 SW Meadows Road
Suite 220
Lake Oswego, OR, 97035

1.18 SEVERABILITY

If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.

1.19 AMENDMENTS

- A. The City and the Contractor may amend this Contract at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- B. Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection A.

1.20 PROJECT REPORTS

The Contractor shall provide a minimum of monthly progress reports to the City's Project Manager at regularly scheduled meetings. Each progress report shall contain but not be limited to the following information:

- A. Work accomplished during the past period.
- B. Project problems and solutions
- C. Outline of work for the next period.

1.21 INTEGRATION

This Contract contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

1.22 NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Contract by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

1.23 PROHIBITED INTEREST

- A. 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.
- B. No City officer or employee who participated in the award of this Contract shall be employed by the Contractor during the period of the Contract.

1.24 PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Contract. The Contractor shall not take or fail to take any actions in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

1.25 FUNDS

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

1.26 BUSINESS LICENSE

Unless exempt under PCC 7.06.010, Contractor shall obtain a City of Portland business license prior to beginning work under this contract as required by PCC 7.06.010. The Contractor shall provide a business license number in the space provided at the end of this Contract.

1.27 COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this Contract will not be commenced until after:

- A. Workers' compensation insurance is obtained as outlined in Section 1.10, Workers' Compensation Insurance; and,
- B. Liability insurance is obtained as outlined in Section 1.9.
- C. This Contract is fully executed by the parties and approved by the City Attorney's Office; and
- D. The effective date of this contract is the date of its execution.
- E. The EEO requirements have been met.

1.28 INSTRUCTIONS TO THE CONTRACTOR

Contractor is cautioned not to make any assumptions as to the implied meaning or intent of any part of the work to be performed in Exhibit A. It is incumbent upon the Contractor to request clarification if needed. Information pertaining to Exhibit A may be obtained only from the following person.

J. Dennis Quail
Communications Services Division Manager
1130 S.W. 17th
Portland, OR 97204
Telephone (503) 823-4183

1.29 VENUE

A. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the contract, the venue of such action or litigations shall be in the Circuit Court of the State of Oregon in and for the County of Multnomah, and any such contract shall be controlled by the laws of the State of Oregon.

1.30 PRICES

A. The prices of all materials furnished pursuant to this contract shall be FOB Shipping Point Pre-Paid and Added to Invoice. The price shall include all state and local taxes. Any Federal Excise taxes shall not be included. Federal Tax Exemption Certificates will be furnished if required.

1.31 EXAMINATION OF SITES AND CONDITIONS

The Contractor has or will examine the sites of the work and ascertained for himself or herself all of the physical conditions in relation thereto. Failure to take this precaution will not release the Contractor from nor excuse him or her from performing the work in strict accordance with the terms of the contract. No statement made by any officer, agent, or employee of the City in relation to the physical conditions pertaining to the site of the work will be binding on the City.

1.32 FUTURE EQUIPMENT, PARTS AND AVAILABILITY

A. TERM

This Agreement shall be effective for an initial term commencing on the Effective Date and extending for fifteen (15) years after the City's Final Acceptance.

B. WARRANTY AGAINST PLANNED OBSOLESCENCE

The Contractor warrants that the products proposed to and acquired by the City under this Agreement are new and of current manufacture, and that it has no current plans for announcing a replacement line which would be marketed by Contractor as replacements for the products contained herein and would result in reduced support for the product line within which the Radio System furnished to the City is contained.

C. REPLACEMENT PARTS AVAILABILITY

The Contractor warrants that replacement parts for equipment provided under the Agreement will be available for the Radio System for ten (10) years after final acceptance or seven (7) years from product discontinuance. The Contractor shall notify the City one hundred eighty (180) days before the end of ten (10) years after Final Acceptance or seven (7) years from product discontinuance, whichever is later, as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor after this period, the City may require the Contractor, and the Contractor is obligated to assist the City in obtaining such parts from another source.

D. PRICE, TERMS AND CONDITIONS PROTECTION

The unit list price percentage discounts stated in the Contractor's Proposal shall not change during the term of the Agreement per Section 1.32 A. The discounted unit prices stated in the Contractor's Proposal shall not be increased for twenty-four (24) months from the date of this agreement. Subsequent discounted unit price adjustments for the following twenty-four (24) months shall not exceed in any twelve month period the change in the CONSUMER PRICE INDEXES FOR THE PORTLAND, OREGON METROPOLITAN AREA as published by the U.S. Bureau of Labor Statistics for the most recent twelve month period.

E. OTHER GOVERNMENTAL AGENCIES

As additional consideration for this Agreement, the Contractor hereby grants to the State of Oregon, Multnomah County, Oregon, Clackamas County, Oregon, Washington County, Oregon and Clark County, Washington, and All governmental agencies within these counties, for a period of four (4) years from the date of this Agreement, an option to purchase any equipment covered by this Agreement, at the same prices as are specified in this Agreement for purchase by the City. The prices stated therein shall be defined as the current catalog price less the discount specified in Attachment A of the contract. The State of Oregon, Multnomah County, Clackamas County, Washington County or Clark County or any Governmental Agency within those counties, shall exercise this option by written notice to the Contractor, at the address set out in paragraph 1.17 of this Agreement. The notice of exercise of the option shall describe the equipment to be purchased and the requested delivery date.

F. PRICING CERTIFICATION

Motorola, Inc. will provide and certifies that all 800 MHz Trunked Radio Products listed on their currently published price pages, will be made available to the City of Portland.

As updated price pages for these items are published, Motorola will make them available to the City of Portland as a continuance of this agreement.

As new items are added to the Motorola 800 MHz Trunked Radio Products published price pages, they may be added to this agreement at mutually agreed upon discount levels.

1.33 TIME OF COMPLETION

- A. The Contractor shall supply and test all equipment to be furnished under this Agreement, to the City's satisfaction, as specified in this Agreement. The system must be operational within the implementation schedule as defined in this agreement.

1.34 TRAINING AND DOCUMENTATION

- A. Contractor shall provide the City at no additional charge with all assistance, detailed documentation and technical information (including updates), advice and training required to permit the City to use, operate and maintain the Radio System according to the specifications. The City shall have the right to reproduce all documentation. Training is defined as attendance to any regularly scheduled training classes offered by Motorola's National Service Training Centers in Schaumburg, Illinois and Plantation, Florida for the products procured under this Contract. Motorola shall offer free of any tuition charge any of the applicable courses to City of Portland personnel for a period of two years from the date of this contract. The City is responsible for any transportation, hotel and living costs for City personnel attending these courses. Additionally, Motorola shall provide the City, at no charge, two weeks (10 school days) on site training on the mobile and portable equipment supplied under this contract.

This clause (1.34 A.) applies only to the City of Portland and is not extended to any other agency or jurisdiction which is authorized to purchase through this Contract.

- B. The Contractor shall notify the City of the cost for optional additional hours of training.

- C. The Contractor shall coordinate any training schedule with the City 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for City approval.
- D. The Contractor shall supply to the City for its approval a sample of all training materials 15 days prior to the start of any training classes.
- E. In the event that the City contract is a significant factor in the securing for Motorola an order on the City's system of a minimum of 750 units from other jurisdictions, and which are shippable prior to December 31, 1993; Motorola will issue the City a \$50,000 credit which can be applied to additional Motorola training.

1.35 PATENTS - FOR ARTICLES AND PROCESSES

The Contractor shall indemnify, defend, and hold free and harmless the City, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorney's fees imposed upon them or any of them, for any alleged infringement of patent rights or copyrights of any person or persons in consequence of the use by the city, its officers, employees, agents, and other duly authorized representatives of articles or processes supplied to City by Contractor under this Agreement. The foregoing is subject to the following condition: That should the system, or any part of it, become, or in the Contractor's opinion is likely to become the subject of a claim or a patent or copy right infringement, the City shall permit the Contractor to replace some with non-infringing product or modify it so it becomes non-infringing, so long as the replacement or modification meets all of the specifications set out in the Function Specification Document and agreed to by the City.

1.36 EQUIPMENT TO BE FURNISHED COMPLETE

Unless specifically excepted by the terms of this contract, any parts or accessories ordinarily furnished or required to make the equipment herein specified a complete operating unit or system shall be furnished by the Contractor whether directly mentioned in Exhibit A or not.

1.37 CONTRACTORS'S GUARANTEE

- A. The Contractor guarantees that the equipment furnished under the contract meets all of the requirements of these performance specifications and meets or exceeds the manufacturer's published performance specifications. In addition, all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) Rules, Electronic Industries Association (EIA) specifications and be listed with a nationally recognized testing laboratory.
- B. The Contractor guarantees that all subcontractors shall comply with the requirements of this Contract.

1.38 WARRANTY/MAINTENANCE

- A. The Contractor shall repair or replace without charge to the City, any equipment or part thereof, that fails in operation during normal use within 12 months from the date of acceptance of the system or the date the system or subsystem is used for its intended purpose, whichever occurs first. All other terms and conditions of Exhibit E, the Contractors attached Standard Commercial Warranty apply.
- B. The Contractor shall authorize the City to perform board and module level warranty replacement.
- C. The City will ship, at the City's expense, Warranty/Maintenance repair equipment to the Contractor or Contractor's designated repair depot. The Contractor, at the Contractor's expense, will return ship to the City the repaired equipment prepaid via the same type of transportation as received.

1.39 PREVAILING WAGE

The Contractor shall comply with any prevailing wage requirements of the state, county, or municipality as applicable.

1.40 FAILURE TO MEET THE SYSTEM TECHNICAL REQUIREMENTS

- A. **Obligation To Replace Or Bring Up to Requirements.**
Should any of the inspections, tests or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the SYSTEM TECHNICAL REQUIREMENTS the City may reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to these requirements.

1.41 PERFORMANCE TESTS AND OWNER'S ACCEPTANCE

- A. The Contractor shall submit a final performance test plan or test procedure for the City's approval at least 30 days prior to the time of the tests. The test plan shall set forth the test equipment to be used and the procedures to be followed for evaluating the system performance to insure conformance with these specifications.
- B. Performance tests shall include, but are not limited to:
 - (1) Inspection of all installations, workmanship and material supplied.
 - (2) Overall operation.
 - (3) System access time.
 - (4) Audio levels and quality.
 - (5) Conformance with these specifications.
 - (6) RF equipment performance.
- C. Testing shall be conducted by the City in accordance with the approved plan. All testing shall be under the direction and supervision of and witnessed by designated representatives of the City. The City shall supply all the test equipment required for each test.
- D. The Contractor shall notify the City at least thirty days in advance of the time it is ready for the City to make the tests on the entire system. The time and date of the tests shall be agreed to by the Contractor and City. The City shall not unreasonably delay the time and date of the acceptance tests.
- E. The City will accept the system when it has operated continuously for a 30-day period without a failure after the successful completion of the (ATP) Acceptance Test Plan. If a system failure occurs during the 30 day period the City may require a restart of the 30 day period. A system failure shall be any failure that results in loss of capacity or functionality. A system failure shall also include multiple failures of a similar nature.
- F. The acceptance of equipment or parts thereof will in no way relieve the Contractor of the responsibility for furnishing equipment which meets the requirements of these specifications.
- G. Should the City commence use of the system or any sub-system thereof for their intended purposes, other than for the express purposes of training or testing, prior to system acceptance, final payment for said system or sub-system shall be due net thirty (30) days. The warranty or maintenance periods for such equipment put into use, unless warranty or maintenance has already begun, shall be deemed to have

commenced concurrently with the use of the equipment for its intended purpose. The use of the equipment for its intended purpose shall be deemed to have occurred when the City commences to use and rely primarily on the equipment for its communications.

- H. If upon notification by the Contractor that the system is available for acceptance testing, acceptance testing of the system or any subsystem thereof is delayed for reasons beyond the Contractor's control, final payment for the subsystem or system shall become due net thirty (30) days after notice of availability for testing and warranty or maintenance shall commence upon such notice to the City by the Contractor.

1.42 USE OF RADIO SITES

- A. The Contractor shall use the sites specified by the City. Contractor shall comply with any interference suppression requirements required at the sites.
- B. No equipment shall be installed without written permission of the City.

1.43 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Shipping Point Pre-Paid and added to Invoice. The Contractor reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the City upon delivery to the F.O.B. Delivery Point. After delivery to the F.O.B. Delivery Point, risk of loss and damage to the articles shall be borne by the City. The above notwithstanding title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

1.44 CHANGES IN THE WORK

- A. The City may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.
- B. If any order under this Section 1.44 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. The Contractor is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

1.45 SOFTWARE LICENSE AND WARRANTY

Contractor will, in the course of fulfilling this agreement, deliver to the City, on a licensed basis, one or more computer programs which run on processors which are in the Equipment including, without limitation, a revised substitute for a delivered program and documentation related to each program ("Product Program"). Contractor may deliver a Product Program to the City in a variety of mediums including, without limitation, an encoded machine executable form using media such as magnetic disc, diskette or tape or in a computer chip form. Unless otherwise agreed to in a separate written license agreement signed by an authorized representative of both parties, delivery of each Product Program by Contractor and acceptance of same by the City shall be made only under the terms and conditions that follow:

A. **Product License:** Contractor grants to the City a perpetual nonexclusive license to use each Product Program delivered to the City hereunder. Each such license granted authorizes the City to use the Product Program only in its distributed form for the City's own internal use and only in a single processor which is in a single item of Equipment. Except as provided for in Paragraph (c) below, no such license may be assigned, sublicensed or otherwise transferred by the City without Contractor's prior written consent. Any prohibited assignment, sublicense or transfer shall be null and void. The City shall pay all sales, use and excise taxes, and any other assessments in the nature of taxes however designated, on the Product Programs, their license or use or on or resulting from this license agreement, unless the City furnishes Contractor with a certificate of exemption from payment of such taxes in a form reasonably acceptable to Contractor.

B. **Title; Security; Copies.**

- (1) Title to the original of any Product Program delivered hereunder and any copies made by the City in whole or in part is and shall at all time remain in Contractor.
- (2) the City acknowledges that the Product Programs contain valuable proprietary information and trade secrets and that unauthorized dissemination of the Product Programs (including, without limitation, disassembly, decompiling or reverse engineering) could cause irreparable harm to Contractor, and thus the City agrees not to make the Product Programs available to any person without Contractor's written consent, and unless the City has taken appropriate action with such persons permitted access to the Product Programs so as to satisfy the City's obligations under this license agreement. If the City receives a request under the Oregon Public Records Law for disclosure of the Product program, the City will notify the Contractor of the request; and the City will take all reasonable steps to obtain an exemption from disclosure for the Product Program.

- (3) The City shall not make copies of the Product Program except that a single reserve copy of a magnetically recorded Product Program that is delivered on tape or magnetic disk media may be made to protect against Product Program destruction. The City will reproduce and include all copyright and other proprietary notices on any copies made in accordance with Contractor's or its suppliers' instructions. The City shall not adapt or merge the Product Programs with other programs.

C. License Transfers.

- (1) In the event the City transfers an item of Equipment to a third party, the City may also transfer to the third party the license for each Product Program which runs on a processor in such item of Equipment provided that the City transfers its entire interest in each such item of Equipment and Product Program to the transferee and further provided that prior to such transfer, the transferee agrees, in writing, to be bound by the terms and conditions of this License.
- (2) Contractor may, in the course of the transaction for the products identified in the Agreement, agree to transfer to the City certain programs supplied to Contractor by its suppliers for use with such products. For any such program transfer, the City agrees to accept the terms and conditions of the program supplier's license agreement for such programs.

D. Term; Termination.

- (1) Any license granted hereunder may be terminated by the City upon one (1) month's prior written notice. If the City is in default of any of the terms and conditions hereof, any license affected thereby is automatically revoked and Contractor, in addition to its other rights and remedies at law or in equity, may terminate each such license and repossess the affected Product Programs.
- (2) Within one (1) month after termination of any license, the City will furnish to Contractor a document certifying with respect to each Product Program affected by such termination that through its best efforts the original and all copies, in whole or in part, in any form, have been destroyed.

E. Product Program Warranty. For one hundred twenty (120) days from the date of acceptance, Contractor warrants that a Product Program shall be free from reproducible defects that cause the Product Program to fail to conform in a material fashion to Contractor published specifications for the Product Program. Contractor does not warrant that the operation of a Product Program will be uninterrupted or error free or that each defect in a Product Program will be corrected. This express warranty is extended by Motorola Communications and Electronics., 1301 E. Algonquin Road, Schaumburg, Illinois 60196 to the City, as the original purchaser, and only to those acquiring the Product Program for commercial, industrial or governmental use. *THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES FOR THE PRODUCT PROGRAMS EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.*

In the event of a defect during the applicable period stated above, Contractor, at its option, will either repair or replace the Product Program or refund the purchase price of the single item of Equipment identified in the contract that is affected by the Product Program defect, and such action on the part of Contractor shall be the full extent of Contractor's liability, and the City's exclusive remedy, for breach of the Product Program warranty. All warranty service will be performed at service locations designated by Contractor. Travel and associated expenses of the City or such expenses incurred by Contractor for visits to the City's location by Contractor personnel are not covered by this warranty. This warranty does not cover Product Programs (i) being used in other than its normal and customary manner; (ii) being subjected to misuse; (iii) being subjected to modifications by the City or by any party other than Contractor without the prior written consent of Contractor. Non-Motorola owned programs are excluded from this warranty but such programs are subject to the warranty provided by their manufacturers, a copy of which will be supplied to the City on specific written request. Any claim for breach of this warranty shall be waived unless the City notifies Contractor at the above address, Attention: Quality Assurance Department, within the applicable warranty period. This warranty applies only to the City as the original purchaser and only within the 50 United States.

F. Patent and Copyright Indemnity for Product Programs. Contractor agrees to defend, at its expense, any suits against the City based upon a claim that any Product Program furnished hereunder infringes a U.S. patent or copyright and to pay costs, damages, and attorney's fees finally awarded in any suit; provided that Contractor is notified promptly in writing of the suit and at Contractor's request and at its expense is given control of said suit and all requested assistance for defense of same. If the use of any Product Program furnished hereunder is enjoined as a result of such suit, Contractor, at its option and at no expense to the City shall obtain for the City the

right to use said Product Program or shall substitute an equivalent Product Program reasonably acceptable to the City and extend this indemnity thereto or, if the foregoing alternatives are not, in Contractor's opinion, reasonably available, Contractor may terminate the license for and accept the return of the affected Product Program. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any patent or copy right by the combination of any Product Program furnished by Contractor and other elements nor does it extend to any product(s) of the City's design or formula. The foregoing states the entire liability of Motorola for patent or copyright infringement related to the Product Programs.

- G. *LIMITATION OF LIABILITY. THE ENTIRE CONTRACTOR LIABILITY TO the CITY FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY MOTOROLA UNDER THIS LICENSE OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS LICENSE, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT WARRANTY, TORT OR OTHERWISE, AND the CITY'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE PAYMENT BY CONTRACTOR OF ACTUAL DAMAGES NOT TO EXCEED THE AMOUNT PAID TO Contractor FOR THE LICENSE PRODUCT PROGRAM(S).*

IN NO EVENT SHALL Contractor BE LIABLE FOR ANY LOSS OF PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED UNDER THE LAW.

- H. General. The terms of this section shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the City. Contractor shall not be liable for any failure to perform due to causes beyond its reasonable control. This license agreement does not include Product Program source code. If any provision of this license agreement is contrary to, prohibited by, or deemed invalid under applicable laws, rules or regulations, such provision shall be deemed omitted, to the extent so contrary, prohibited or invalid, but the remainder shall not be invalid and should be given effect insofar as possible. This license supersedes in full all prior discussions and agreements between the parties relating to the subject matter of this license section and constitutes the entire agreement between the parties relating to Product Programs and may be modified or supplemented only by a written document signed by an authorized representative of both parties.

I. SOFTWARE SOURCE CODE

In the event that Motorola shall discontinue support for an item of Motorola-owned Software furnished under the Contract and City is not in breach of the Contract, then Motorola shall, at its option, arrange for support by an entity that has access to the source code for such Software item and other information necessary to provide

support, or grant City a license, under separate terms and conditions, to use Motorola-owned source code corresponding to such Software item for City's internal use by City's employees and City's agent, consultants and independent contractors (provided that prior to their access to such source code City's agents, consultants and independent contractors enter into a non-disclosure agreement if form and substance that is reasonably satisfactory to Motorola) solely as a trouble analysis aid for isolating, diagnosing and fixing problems in such Software. If non-Motorola owned programs are incorporated and are required with Motorola owned source code for the aforesated Software item, Motorola shall use reasonable efforts to assist City in becoming a licensee of such code or a sub-licensee of Motorola, as appropriate.

J. IMPROVEMENTS AND OTHER MODIFICATIONS OF SOFTWARE

Contractor shall make software modifications, including improvements and program changes, available to the City prior to or at the same time such modifications are available to any of Contractor's customers.

A. IMPROVEMENTS

Improvements in the software (which shall mean any additions of modifications made by Contractor or the software vendor to or in the software at any time after installation) which improve the efficiency and effectiveness of the basic program functions and which do not change such functions or create one or more new ones, shall be furnished to the City at no charge. Installation of improvements shall be done only with the City's approval, and shall be done at the City's expense if Contractor is not responsible for Full Maintenance Service at the time of installation.

B. PROGRAM CHANGES

If, at any time after installation, Contractor or the software vendor shall develop any changes in the software which change the basic program functions of the software or add one or more new ones, the City shall have the right to obtain such program changes at the lesser of (i) Contractor's or the software vendor's standard prices then in effect for installing such changes, or (ii) the difference between the then current price of the software including such changes and the applicable fees and charges for the software reflected here in.

K. EQUIPMENT AND SOFTWARE EVALUATION OPTION

In the event that the Contractor offers, the City may, at its sole option, test any item of equipment or software which is supplied by the Contractor and can be connected to the Radio System or installed on the Radio System, for a trial period of up to ninety (90) days, without cost. If the City elects this option, the City will reimburse the Contractor for actual freight, installation, and removal costs.

WITNESSETH:

WHEREAS, the CITY OF PORTLAND desires to purchase a Communications System; and

WHEREAS, MOTOROLA desires to sell a Communications System; and

THEREFORE, the parties hereby enter into an agreement pursuant to which MOTOROLA shall perform the work and furnish the equipment and services as more fully set forth herein and Exhibits A and B, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below.

CITY OF PORTLAND

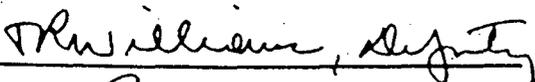
By: 
Name
MAYOR
Title
92.6.5
Date signed

MOTOROLA COMMUNICATIONS
AND ELECTRONICS, INC.

T. W. Jaron
Name
Vice President & General Manager
Title Western Division
5/26/92
Date signed

By: 
Name
AUDITOR
Title
6/5/92
Date signed

APPROVED AS TO FORM:
CITY ATTORNEY


5/27/92

MEETING DATE: JUL 22 1993

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Law Related Education In Juvenile Justice Setting

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 19²², 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: Social Services DIVISION: Juvenile Justice

CONTACT: Chris White TELEPHONE #: 248-3202

BLDG/ROOM #: B311/JJD

PERSON(S) MAKING PRESENTATION: Hal Ogburn/Chris White

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

This \$210,000 grant funds 4 staff--a Data Technician, 2 Juv Education Coordinators, a Program Coordinator--plus materials/services and computer equipment to develop and deliver law related curricula to juveniles, address crime victim rights and the impact of crime on individuals and the community and develop an implementation model that can be adapted to the future evaluation of the effect of Law Related Education on targeted youth in States or local sites.

The grant includes travel funds for staff and a mock trial team of juveniles to attend an annual conference in Washinton D. C. Assistance in the planning and attendance is required by the grant.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Gary Nelson*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

CLERK OF
JUVENILE COMMISSION
1993 JUL 14 PM 2:14
MULTI-COUNTY
OREGON
6/93



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Hank Miggins, Acting Chair
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director
Department of Social Services

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: July 13, 1993

SUBJECT: Notices of Intent by the Juvenile Justice Division to Apply for New Grant Funding

RECOMMENDATION: The Juvenile Justice Division recommends the Board's approval of these two Notices of Intent to apply for new grant funding from the Office of Juvenile Justice and Delinquency Prevention.

BACKGROUND/ANALYSIS: The Juvenile Justice Division (JJD) is applying for grant funding to fund two different projects: Law Related Education and the Accountability Based Community (ABC) Intervention Program.

The Law Related Education funding will allow for the implementation of a model program to be adapted to the future evaluation of the effect of Law Related Education on youth locally and nationally. This program model will address victims rights and the impact of crime on the community through the coordination of Law Related Education programming and the Victim Offender Reconciliation Program (VORP).

The ABC Intervention Program funding will provide for a Transition Coordinator, clerical support, and supplies/materials to develop and further implement coordination efforts between Children's Services Division Parole services and JJD Probation services. These coordination efforts between State, County and community based organizations help assure youth have solid transition plans as they move from the State Training School system back into the community. The intent is to reduce the number of youth who are recommitted to the State system.

The Division strongly recommends the approval of these Notices of Intent and apologizes for the delay in getting them to the Board. We are currently understaffed.

PERSONNEL DETAIL

(Use appropriate County classification with yearly costs.)

FULL TIME

FRINGE

TOTAL

1.0 FTE Data Technician	25,140	11,828	36,968
2.0 FTE Juv Educ Coordinators	57,068	21,973	79,041
1.0 FTE Program Coordinator	32,882	16,023	49,908

PLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

See Attached

COMMENTS

BUDGET MANAGER

Harold Ogden 7/12/93

 Signature Date

BUDGET DIVISION

Kathleen Jones 7/12/93

 Signature Date

BUDGET DIVISION

Jean Thelac 7/13/93

 Signature Date

PERSONNEL DIVISION

CR Umtra 7/14/93

 Signature Date

DEPARTMENT DIRECTOR

Gary Dubois 13 July 93

 Signature Date

MULTNOMAH COUNTY NOTICE OF INTENT

DATE: July 12, 1993

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Department of Social Services
Chris White, Juvenile Justice Division

GRANTOR AGENCY: Office of Juvenile Justice and Delinquency Prevention

BEGINNING DATE OF GRANT: October 1, 1993

PROJECT TITLE: Law Related Education in Juvenile Justice Setting

PROJECT DESCRIPTION/GOALS:

This project will serve the juvenile client population through a model of Law Related Education. The model will develop law related education curricula for a total of 80 to 100 youth selected from three juvenile offender populations: gang involved youth, youth who are on probation for property crimes, and youth who have committed offenses involving the use of a weapon. To satisfy a grant requirement, an implementation manual and video will be produced. Also, the grant requires participation by staff and a mock trial juvenile team in the planning and attendance of an annual conference in Washington D.C.

	Direct/Indirect		
PROJECT ESTIMATED BUDGET:	FEDERAL SHARE	\$ 194,308 / 15,692	100 %
	STATE SHARE	\$ /	%
	LOCAL SHARE	\$ /	%
	TOTAL	\$ 194,308 / 15,692	100 %

EXPLANATION OF LOCAL SHARE: (explain indirect costs, hard-match, in-kind, etc.)

Grant will pay full Indirect Cost. No match is required.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE _____ DEPARTMENT _____ IF DEPT. REPORTS, INDICATE REASONS

Performance reporting and billing for reimbursement of expense will be handled by Juvenile Justice Division's business services staff.

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR

Twelve months with possibility of future extension to the grant.

ADVANCE REQUESTED _____ X YES _____ NO, IF NOT INDICATE REASON.

Multnomah County Juvenile Justice Division
Law Related Education Project

STREET LAW

Budget Detail

a. Personnel					\$108,239
	FTE	Project	No. of	Project	
	<u>Salary</u>	<u>FTE</u>	<u>Months</u>	<u>Salary</u>	
Prog. Coordinator	32,882	1.00	12	32,882	
Juv. Ed. Coord.	28,534	2.00	11	52,312	
Data Technician	25,140	1.00	11	23,045	
b. Fringe Benefits					52,256
Program Coordinator:	31.9% of salary plus \$5,728 for medical/dental			16,217	
Juv. Ed. Coordinators & Data Technician:	31.9% of salaries plus \$4,000 each for medical/ dental			36,039	
c. Travel					15,565
<u>Local Travel</u>					
Program Coordinator:				1,295	
\$360 base plus 3,400 miles reimbursed at rate determined by the Bureau of Labor Statistics for the Portland, Oregon SMSA, est. at \$0.275/mile					
Education Coordinators (2):				2,590	
\$360 base each plus 6,800 miles reimbursed at rate determined by the Bureau of Labor Statistics for the Portland, Oregon SMSA, est. at \$0.275/mile					
<u>Long Distance Travel</u>					
One trip for Program Coordinator to attend conference planning meeting in Washington D.C.				1,220	
Airfare				600	
Lodging: 4 nights @ \$100/night				400	
Per diem: 4 days @ \$45/day				180	
Ground Transport:				40	
One trip for two staff and eight mock trial team members to LRE conference in Washington D.C.				10,460	
Airfare: 10 persons @ \$600/person				6,000	

Lodging: 5 rooms for 4 nights @	2,500	
\$125/room/night		
Per Diem: 10 persons for 4 days @	1,800	
\$45/person/day		
Ground Transport:	160	
 d. Equipment		2,942
Two 486SX computers @ \$1,471 each for Program Coordinator, Data Technician, and shared usage by Education Coordinators (cost from Oregon State Price Agreement)		
 e. Supplies		4,705
Office Supplies @ \$300/staff person x 4 staff	1,200	
Desks and Chairs: 3 @ \$627 each	1,881	
Word Perfect 5.1 LAN Software: 2 @ \$160 each	320	
Word Perfect Office LAN Software: 2 @ \$42 each	84	
VGA Monitors: 2 @ \$314 each	628	
Panasonic KX-P1180 printers: 2 @ \$175 each	350	
Gateway Comm 16-bit 10base T Ethernet cards:	242	
2 @ \$121 each		
 f. Contractual		2,500
Production of marketing video		
 h. Other		8,101
Printing	2,850	
Postage	247	
Telephone	1,004	
Line charges: 3 @ \$155 each	465	
Telephone Instruments: 3 @ 113 each	339	
Installation: 2.5 hours @ \$80/hr.	200	
Client Service Fund	4,000	
t-shirts, completion certificates, jackets, recreational activities, and other incentives		
 i. Indirect Costs		15,692
Direct charges (\$194,308) less equipment (\$2,942) =		
\$191,366 subject to county indirect rate of 8.2%		
 TOTAL		<u>\$210,000</u>

MEETING DATE: JUL 22 1993

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Accountability-Based Community (ABC) Intervention Program

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 22 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: Social Services DIVISION: Juvenile Justice

CONTACT: Chris White TELEPHONE #: 248-3202

BLDG/ROOM #: B311/JJD

PERSON(S) MAKING PRESENTATION: Hal Ogburn/Chris White

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

This \$100,000 grant funds two staff--transition coordinator, clerical assistant--plus materials/services and computer equipment to develop and implement plans and involve community non-profit agencies in the intervention, treatment and rehabilitation services of youth being paroled from the State training schools.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Gary Nelson*

1993 JUL 14 PM 12:14
MULTI-COUNTY
OREGON
COUNTY CLERK'S OFFICE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Hank Miggins, Acting Chair
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director
Department of Social Services *[Signature]*

FROM: *[Signature]* Harold Ogburn, Director
Juvenile Justice Division

DATE: July 13, 1993

SUBJECT: Notices of Intent by the Juvenile Justice Division to Apply for New Grant Funding

RECOMMENDATION: The Juvenile Justice Division recommends the Board's approval of these two Notices of Intent to apply for new grant funding from the Office of Juvenile Justice and Delinquency Prevention.

BACKGROUND/ANALYSIS: The Juvenile Justice Division (JJD) is applying for grant funding to fund two different projects: Law Related Education and the Accountability Based Community (ABC) Intervention Program.

The Law Related Education funding will allow for the implementation of a model program to be adapted to the future evaluation of the effect of Law Related Education on youth locally and nationally. This program model will address victims rights and the impact of crime on the community through the coordination of Law Related Education programming and the Victim Offender Reconciliation Program (VORP).

The ABC Intervention Program funding will provide for a Transition Coordinator, clerical support, and supplies/materials to develop and further implement coordination efforts between Children's Services Division Parole services and JJD Probation services. These coordination efforts between State, County and community based organizations help assure youth have solid transition plans as they move from the State Training School system back into the community. The intent is to reduce the number of youth who are recommitted to the State system.

The Division strongly recommends the approval of these Notices of Intent and apologizes for the delay in getting them to the Board. We are currently understaffed.

MULTNOMAH COUNTY NOTICE OF INTENT

DATE: July 12, 1993

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Department of Social Services
Chris White, Juvenile Justice Division

GRANTOR AGENCY: Office of Juvenile Justice and Delinquency Prevention

BEGINNING DATE OF GRANT: October 1, 1993

PROJECT TITLE: Accountability-Based Community (ABC) Intervention Program

PROJECT DESCRIPTION/GOALS:

This project will provide transition planning for juveniles paroled from the State training schools and coordinate those follow-up services in the community which are believed to be essential to the youths' successful completion of parole conditions. In addition, the community's resources for intervention, treatment and rehabilitation and support will be assessed and evaluated to identify service gaps and/or weaknesses. The Division, in collaboration with other community agencies, will identify the training and technical assistance needed to strengthen current services and develop new ones.

Direct/Indirect

PROJECT ESTIMATED BUDGET:

FEDERAL SHARE	\$	92,421	/	7,579		100	\$
STATE SHARE	\$		/				\$
LOCAL SHARE	\$		/				\$
TOTAL	\$	92,421	/	7,579		100	\$

EXPLANATION OF LOCAL SHARE: (explain indirect costs, hard-match, in-kind, etc.)

The grant pays full Indirect Cost. Local in-kind support is represented by the provision of furnishings and computer equipment for one grant-funded staff position and by a total 0.60 FTE to provide a combination--word processing, fiscal assistance, data analysis, staff supervision--of services.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE _____ DEPARTMENT _____ IF DEPT. REPORTS, INDICATE REASONS

Performance reporting and billing for reimbursement of expense will be handled by Juvenile Justice Division staff.

GRANT DURATION AND FUTURE RATIO: (INDICATE AMOUNT OF COUNTY MATCH PER YEAR)

Twelve months with possibility of future addition of 2 years, to total 3 years.

ADVANCE REQUESTED x YES NO, IF NOT INDICATE REASON.

Multnomah County Juvenile Justice Division
 Accountability-Based Community
 (ABC) Intervention Program

a. Personnel

	Project FTE	No. of Months	Project Salary	
Transition Coordinator	1.00	12	37,089	\$59,597
Clerical Assistant	1.00	12	22,508	

b. Fringe Benefits

Transition Coordinator: 26.9% of salaries plus
 \$3,484 for medical/dental \$22,702

Clerical Assistant: 26.9% of salaries plus
 \$2,883 for medical/dental

c. Supplies \$2,039

Operational Supplies @ \$300/staff person x 2 staff	600
Desk and Chair:	627
WordPerfect 5.0 LAN Software	160
WordPerfect Office LAN Software	42
VGA Monitor:	314
Panasonic KX-P1180 printer	175
Gateway Comm 16-bit 10base T Ethernet card	121

d. Equipment (Capital)

One 486SX computer for Clerical Assistant \$1,471

e. Other

Client Service Fund \$4,268

psychological evaluations, clothing, bus-tickets
 emergency shelter and relocation.

local travel/transport mentor, who will transport
 client from the State schools to designated placement

Telephone \$548

Building Space \$1,908

Sub-Total Direct Services \$92,533

Indirect/Administrative Costs \$7,467

Multnomah County 1994 Administrative Cost
 Allocation @ 8.2% on all Direct Services (except Capital)
 and 0.007% on contractual, \$91,062 X 0.082 = \$7,467

Total Project Budget \$100,000

BUDGET MODIFICATION NO.

NOND 1 As Amended

(For Clerk's Use) Meeting Date JUL 22 1993

Agenda No. UC-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Nondepartmental

DIVISION Commissioner Gary Hansen

CONTACT Mike Delman

TELEPHONE X 5219

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Commissioner Gary Hansen

SUGGESTED

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

This budget modification appropriates \$25,000 to fund the Outside In Needle Exchange Program. The BCC appropriates \$25,000 for Outside In out of the Health Department. The funding will be reviewed in the fall with all other Health Department bud mods.
(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 budget modification appropriates \$25,000 for the Needle Exchange program. The Board of County Commissioners agreed to review this appropriation after a decision was made by the City of Portland regarding funding. The City of Portland has agreed to provide \$10,000 to the Outside In Needle Exchange Program.

AS AMENDED:

** The BCC appropriates \$25,000 out of the Health Dept. budget. This program will be reviewed with other Health Dept. Bud mods in the fall.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

CLERK OF COUNTY COMMISSIONERS
1993 JUL 20 AM 9:55
MULTICOUNTY SERVICE CENTER
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General Fund Contingency before this modification (as of July, 1993)

\$3,551,665

Date

\$3,551,665

After this modification

Originated By

Date

Mike Delman

7/19/93

Department Director

Date

Gary Hansen

7/20/93

Plan/Budget Analyst

Date

Cheryl Gray

7/20/93

Employee Services

Date

Gary Hansen

7/20/93

Board Approval

Date

Carrie A. Parkerson

7-22-93

BUDGET MODIFICATION NO.

NOND 1

(For Clerk's Use) Meeting Date

JUL 22 1993

Agenda No.

UC-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Nondepartmental

DIVISION Commissioner Gary Hansen

CONTACT Mike Delman

TELEPHONE X 5219

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Commissioner Gary Hansen

SUGGESTED

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

This budget modification appropriates \$25,000 to fund the Outside In Needle Exchange Program

(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 budget modification appropriates \$25,000 for the Needle Exchange program. The Board of County Commissioners agreed to review this appropriation after a decision was made by the City of Portland regarding funding. The City of Portland has agreed to provide \$10,000 to the Outside In Needle Exchange Program.

This budget modification will reduce the General Fund Contingency by \$25,000, if approved.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General

Fund Contingency before this modification (as of July 1, 1993)

Date

3,551,665

After this modification

3,526,665

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BOARD OF COUNTY COMMISSIONERS
1993 JUL 20 AM 9:30
KUL INCREASED JUNE
OREGON

Mike Delman

7/19/93

Gary Hansen

7/20/93

Cheryl Gray

7/20/93

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
NOND01		156	15	310			6110			25,000		Professional Services
							7100			2,553		Indirect
		100	15	300			7608			27,553		Cash Transfer
		100	45	9120			7700			(25,000)		Contingency
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										30,106	0	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
NOND01		100	45	7410			6602		0	2,553		Service Reimb. from Fed/State Fund
		156	15	310			7601		0	27,553		General Fund Support
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										30,106	0	

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. NQND 1 2. Amount requested from General Fund Contingency: \$ 25,000

3. Summary of request:

This request is for 25,000 to fund the Outside In Needle exchange program.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? 1993-94
If so, what were the circumstances of its denial?

The Board of County Commissioners reviewed this request, but decided to postpone funding this program until a decision by the City of Portland was made. The City of Portland chose to fund \$10,000 of the \$35,000.

5. Why was this expenditure not included in the annual budget process?

The Board of County Commissioners agreed to look at this request during the fiscal year, after receiving information about Outside In's request to the City of Portland for funds.

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

No other County revenue source is available.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

none.

8. This request is for a (Quarterly _____ Emergency _____) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.


Signature of Department Head/Elected Official

7/19/93
Date

NO.	COM	PAGES	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
26	420	000	00:00'41	RCV		07-19	10:15AM	0010260200000
27	420	000	00:00'40	RCV		07-19	10:24AM	0010260200000
28	420	000	00:00'41	RCV		07-19	02:54PM	0010260200000
29	420	000	00:00'40	RCV		07-20	09:20AM	0010260200000
30	420	000	00:00'40	RCV		07-20	04:51PM	0010260200000
31	420	000	00:00'40	RCV		07-21	10:15AM	0010260200000
32	420	000	00:00'40	RCV		07-21	12:22PM	0010260200000
01	OK	001/001	00:00'19	XMT	KOIN Ch 6	07-21	12:35PM	C8044B03C7000
02	OK	001/001	00:00'36	XMT	KATU Ch 2	07-21	12:36PM	C8044A0AC0000
03	OK	001/001	00:00'42	XMT	KGW Ch 8	07-21	12:37PM	48404602C0000
04	OK	001/001	00:00'28	XMT	KPTV Ch 12	07-21	12:40PM	F800470AC7000
05	OK	001/001	00:00'31	XMT	MCTV Cable Acce	07-21	12:41PM	2840460AC2000
06	OK	001/001	00:00'35	XMT	Ore/City Desk	07-21	12:52PM	78404602C2000
07	OK	001/001	00:00'34	XMT	Ore/Edit Board	07-21	12:54PM	78004602C2000
08	OK	001/001	00:00'35	XMT	Ore/East Metro	07-21	12:55PM	78404602C2000
09	OK	001/001	00:00'26	XMT	Gresham Outlook	07-21	01:00PM	C8444B0AC7000
10	OK	001/001	00:00'25	XMT	Business Journa	07-21	01:31PM	F8404703C7000
11	OK	001/001	00:00'26	XMT	Daily Jorl Com	07-21	01:32PM	F8404703C7000
12	634	000/001	00:00'00	XMT	Skanner	07-21	01:47PM	0800420000000
13	OK	001/001	00:00'34	XMT	KEX	07-21	01:51PM	2840460AC2000
14	OK	001/001	00:00'42	XMT	KXL	07-21	01:52PM	4840460AC0000
15	OK	001/001	00:00'26	XMT	Willamette Week	07-21	01:53PM	68404703C7000
16	OK	001/001	00:00'33	XMT	Auditor	07-21	01:59PM	08004602C7000
17	OK	001/001	00:00'28	XMT	Sheriff's Offic	07-21	02:00PM	9840470AC7000
18	OK	001/001	00:00'24	XMT	Dist. Attorney	07-21	02:01PM	C8444B0AC7000
19	OK	001/001	00:00'28	XMT	Dept/Com Cor	07-21	02:03PM	9840470AC7000
20	OK	001/001	00:00'28	XMT	Dept/Evir Serv	07-21	02:04PM	6840470AC7000
21	OK	001/001	00:00'21	XMT	Dept/Health	07-21	02:05PM	C8444B03C7000
22	OK	001/001	00:00'43	XMT	Dept/Libraries	07-21	02:07PM	48004602C0000
23	OK	001/001	00:00'42	XMT	Dept/Soc Serv	07-21	02:08PM	E8404602C0000
24	OK	001/001	00:00'34	XMT	Facil Mgmt	07-21	02:09PM	9840470AC7000
25	OK	001/001	00:00'44	XMT	KWJJ	07-21	02:11PM	48004602C0000

-MULT CO BOARD CLERK -

Fixed Supplemental Agenda as listed

CC-1

MODE = MEMORY TRANSMISSION

START=07-21 01:29PM

END=07-21 01:47PM

NO.	COM	ABBR	STATION NAME/ TELEPHONE NO.	PAGES
001	INC	[26]	Skanner	000/001
002	OK	[27]	Business Journa	001/001
003	OK	[28]	Daily Jorl Com	001/001

-MULT CD BOARD CLERK -

*Forward
Supplemental
Agenda
as listed*

*Skanner - Notified
by phone - for out
of order.*