

MINUTES  
MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
August 30, 1990 MEETING

Chair Gladys McCoy convened the meeting at 9:35 a.m., with Vice-Chair Gretchen Kafoury, Commissioners Pauline Anderson, Rick Bauman and Sharron Kelley present.

- C-1     PROCLAMATION in the Matter of Proclaiming September 3 through 8, 1990 as UNION LABEL WEEK in Multnomah County, Oregon

UPON MOTION of Commissioner Kelley, seconded by Commissioner Anderson, Proclamation 90-128 was UNANIMOUSLY APPROVED.

- C-2     In the Matter of Appointments to the Child Abuse Prevention Task Force: Children & Youth Services Commission, Sharon McCloskey; Law Enforcement, Dave Hadley; Children's Services Division, David Fuks; District Attorney, Helen Smith; Medical Diagnosis Assessment, Emmy Lowe; Treatment/Supervision Programs for Offenders, Dr. Orin Bolstad; Treatment Programs for Victims of Child Abuse, Craig Opperman; Courts, Judge Linda Bergman will make appointment; Probation Services, Mike King; Mental Health, Jim Edmondson; Alcohol and Drug, Norma Jaeger; Health, Jan Wallinder; Treatment Programs for Addicted Women, Barbara Grider; Citizen Advocate, Tom English; Citizen Advocate, To be named by August 31, 1990

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, C-2 was UNANIMOUSLY APPROVED.

- C-3     In the Matter of Approval for transfer of found/unclaimed or unidentified property (List 90-3) from the Sheriff's Office to the Department of General Services, for sale or disposal as provided by 7.70 of the Multnomah County Code
- C-4     In the Matter of Ratification of an Intergovernmental Agreement with the Oregon State Marine Board and Multnomah County Sheriff's Office for the funding of River Patrol to conduct marine law enforcement activities during FY 90/91
- C-5     In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County Emergency Management Division and Oregon Emergency Management for a Comprehensive Cooperative Agreement needed in order to document minimum work requirement to participate in the FEMA Emergency Management Assistance (EMA) Program

UPON MOTION of Commissioner Kafoury, seconded, by Commissioner Anderson, C-3 through C-5 was UNANIMOUSLY APPROVED.

R-1 PUBLIC HEARING in the Matter of ORDER of Final Vacation No. 4980 In the Matter of the Vacation of a Portion of NW Reeder Road, known as County Road No. 1888

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kelley, Order 90-128 was UNANIMOUSLY APPROVED.

R-2 RESOLUTION In the Matter of the Amending Resolution 90-95 Adopting the 1990-91 Budget for Multnomah County, Oregon, for Fiscal Year July 1, 1990, to June 30, 1991, and Making the Appropriations thereunder, Pursuant to ORS 294.435

UPON MOTION of Commissioner Anderson, seconded by Commissioner Kafoury, Resolution 90-129 was UNANIMOUSLY APPROVED.

R-3 RESOLUTION AND ORDER in the Matter of Requesting a County Voters' Pamphlet for the November 6, 1990 General Election

UPON MOTION of Commissioner Kafoury, seconded by Commissioner Kelley, it was UNANIMOUSLY APPROVED that R-3 be removed.

R-4 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the Housing Authority of Portland providing \$7,425 in HAP funds for administrative costs associated with the completion of weatherization projects on properties owned by HAP within the Aging Services/Community Action Division

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

R-5 ORDER in the Matter of approving an Exemption to the Formal Competitive Bid Process to Contract for the Remodeling of Office Space

UPON MOTION of Commissioner Kelley, seconded by Commissioner Kafoury, Order 90-130 was UNANIMOUSLY APPROVED.

UPON MOTION of Commissioner Anderson, seconded by Commissioner Bauman, on a roll call vote, CONSIDERATION of the following item was UNANIMOUSLY APPROVED.

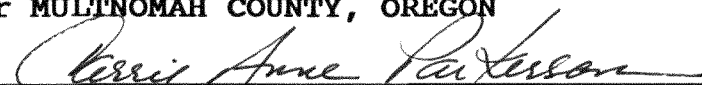
R-6 Notice of Intent to apply for NIDA (National Institute on Drug Abuse) Grant Funds to provide education regarding prevention of AIDS risk due to needle sharing and sexual contact with individuals who share drugs.

UPON MOTION of Commissioner Bauman, seconded by Commissioner Kelley, on a roll call vote, R-6 was UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 9:50 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

By



ANNOTATED MINUTES

Tuesday, August 28, 1990 - 9:30 AM  
Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 PROCLAMATION in the Matter of Proclaiming August 27 - September 3, 1990 as "JTPA Alumni Week" (Job Training Partnership Act) in Multnomah County, Oregon

PROCLAMATION 90-126 APPROVED

REGULAR AGENDA

DEPARTMENT OF GENERAL SERVICES

- R-1 RESOLUTION in the Matter of in the Matter of Requesting a County Voters Pamphlet for the November 6, 1990 General Election

MOTION TO REMOVE RESOLUTION FROM AGENDA  
APPROVED

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Tuesday, August 28, 1990 - 9:45 AM  
Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Briefing on Alternative Actions possible to allow County regulation of forest practices in the West Hills during the Wildlife Corridor Study and Progress Report on the Wildlife Corridor Study - Presented by Lorna Stickel, Joanne Garnett and Esther Lev

STAFF PRESENTED STUDY AND PROGRESS REPORT.  
STAFF ALSO SUGGESTED THAT A SUB-COMMITTEE BE FORMED WITH TWO COMMISSIONERS TO BE APPOINTED BY CHAIR McCOY TO CONTINUE WORKING ON ALTERNATIVES

(#4 TAKEN OUT OF ORDER)

4. Overview of Disabilities Act - Presented by Robert Phillips

PRESENTED OVERVIEW WITH HANDOUTS

2. Overview of OSU Extension Energy Program serving Multnomah County - Presented by Paul Sunderland and David Brook

PRESENTED OVERVIEW

3. Briefing on Principles of Alphabetical Literacy System (PALS) - Presented by Linda Alexander

PRESENTATION MADE WITH VEDIO TAPE

5. Informal Review of Formal Agenda of August 30, 1990
- 

Thursday, August 30, 1990 - 9:30 AM  
Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 PROCLAMATION in the Matter of Proclaiming September 3 through 8, 1990 as UNION LABEL WEEK in Multnomah County, Oregon

PROCLAMATION 90-128 APPROVED

- C-2 In the Matter of Appointments to the Child Abuse Prevention Task Force: Children & Youth Services Commission, Sharon McCloskey; Law Enforcement, Dave Hadley; Children's Services Division, David Fuks; District Attorney, Helen Smith; Medical Diagnosis Assessment, Emmy Lowe; Treatment/Supervision Programs for Offenders, Dr. Orin Bolstad; Treatment Programs for Victims of Child Abuse, Craig Opperman; Courts, Judge Linda Bergman will make appointment; Probation Services, Mike King; Mental Health, Jim Edmondson; Alcohol and Drug, Norma Jaeger; Health, Jan Wallinder; Treatment Programs for Addicted Women, Barbara Grider; Citizen Advocate, Tom English; Citizen Advocate, To be named by August 31, 1990

APPOINTMENTS APPROVED

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-3 In the Matter of Approval for transfer of found/unclaimed or unidentified property (List 90-3) from the Sheriff's Office to the Department of General Services, for sale or disposal as provided by 7.70 of the Multnomah County Code

APPROVED

- C-4 In the Matter of Ratification of an Intergovernmental Agreement with the Oregon State Marine Board and Multnomah County Sheriff's Office for the funding of River Patrol to conduct marine law enforcement activities during FY 90/91

APPROVED



DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County Emergency Management Division and Oregon Emergency Management for a Comprehensive Cooperative Agreement needed in order to document minimum work requirement to participate in the FEMA Emergency Management Assistance (EMA) Program

APPROVED

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 PUBLIC HEARING in the Matter of ORDER of Final Vacation No. 4980 In the Matter of the Vacation of a Portion of NW Reeder Road, known as County Road No. 1888  
TIME CERTAIN 9:30 AM

ORDER 90-128 APPROVED

DEPARTMENT OF GENERAL SERVICES

- R-2 RESOLUTION In the Matter of the Amending Resolution 90-95 Adopting the 1990-91 Budget for Multnomah County, Oregon, for Fiscal Year July 1, 1990, to June 30, 1991, and Making the Appropriations thereunder, Pursuant to ORS 294.435

RESOLUTION 90-129 APPROVED

- R-3 RESOLUTION AND ORDER in the Matter of Requesting a County Voters' Pamphlet for the November 6, 1990 General Election

MOTION TO WITHDRAW RESOLUTION FROM AGENDA  
APPROVED

DEPARTMENT OF HUMAN SERVICES

AGING SERVICES AND JUVENILE JUSTICE DIVISIONS

- R-4 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the Housing Authority of Portland providing \$7,425 in HAP funds for administrative costs associated with the completion of weatherization projects on properties owned by HAP within the Aging Services/Community Action Division

APPROVED

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

R-5 ORDER in the Matter of approving an Exemption to the Formal Competitive Bid Process to Contract for the Remodeling of Office Space

ORDER 90-130 APPROVED

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

0062C/1-4  
8/30/90  
cap



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

Tuesday, August 28, 1990 - 9:30 AM - Formal Meeting . . . Page 2

Tuesday, August 28, 1990 - 9:45 AM - Informal Briefings . Page 2

Tuesday, August 28, 1990 - 11:00 AM - Informal Review . . Page 2  
of Formal Agenda

Thursday, August 30, 1990 - 9:30 AM - Formal Meeting. . . Page 3

Thursday, 10:00 PM, Channel 11 for East and West side subscribers  
Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers  
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, August 28, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- APR* C-1 PROCLAMATION in the Matter of Proclaiming August 27 - September 3, 1990 as "JTPA Alumni Week" (Job Training Partnership Act) in Multnomah County, Oregon

REGULAR AGENDA

DEPARTMENT OF GENERAL SERVICES

- R-1 RESOLUTION in the Matter of in the Matter of Requesting a County Voters Pamphlet for the November 6, 1990 General Election

*Pulled*

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Tuesday, August 28, 1990 - 9:45 AM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

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2. Overview of OSU Extension Energy Program serving Multnomah County - Presented by Paul Sunderland and David Brook
3. Briefing on Principles of Alphabetical Literacy System (PALS) - Presented by Linda Alexander
4. Overview of Disabilities Act - Presented by Robert Phillips
5. Informal Review of Formal Agenda of August 30, 1990

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, August 30, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 PROCLAMATION in the Matter of Proclaiming September 3 through 8, 1990 as UNION LABEL WEEK in Multnomah County, Oregon
- C-2 In the Matter of Appointments to the Child Abuse Prevention Task Force: Children & Youth Services Commission, Sharon McCloskey; Law Enforcement, Dave Hadley; Children's Services Division, David Fuks; District Attorney, Helen Smith; Medical Diagnosis Assessment, Emmy Lowe; Treatment/Supervision Programs for Offenders, Dr. Orin Bolstad; Treatment Programs for Victims of Child Abuse, Craig Opperman; Courts, Judge Linda Bergman will make appointment; Probation Services, Mike King; Mental Health, Jim Edmondson; Alcohol and Drug, Norma Jaeger; Health, Jan Wallinder; Treatment Programs for Addicted Women, Barbara Grider; Citizen Advocate, Tom English; Citizen Advocate, To be named by August 31, 1990

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-3 In the Matter of Approval for transfer of found/unclaimed or unidentified property (List 90-3) from the Sheriff's Office to the Department of General Services, for sale or disposal as provided by 7.70 of the Multnomah County Code
- C-4 In the Matter of Ratification of an Intergovernmental Agreement with the Oregon State Marine Board and Multnomah County Sheriff's Office for the funding of River Patrol to conduct marine law enforcement activities during FY 90/91

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-5 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County Emergency Management Division and Oregon Emergency Management for a Comprehensive Cooperative Agreement needed in order to document minimum work requirement to participate in the FEMA Emergency Management Assistance (EMA) Program

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

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TIME CERTAIN 9:30 AM

DEPARTMENT OF GENERAL SERVICES

- R-2 RESOLUTION In the Matter of the Amending Resolution 90-95 Adopting the 1990-91 Budget for Multnomah County, Oregon, for Fiscal Year July 1, 1990, to June 30, 1991, and Making the Appropriations thereunder, Pursuant to ORS 294.435
- R-3 RESOLUTION AND ORDER in the Matter of Requesting a County Voters' Pamphlet for the November 6, 1990 General Election

DEPARTMENT OF HUMAN SERVICES

AGING SERVICES AND JUVENILE JUSTICE DIVISIONS

- R-4 In the Matter of Ratification of an Intergovernmental Agreement between Multnomah County and the Housing Authority of Portland providing \$7,425 in HAP funds for administrative costs associated with the completion of weatherization projects on properties owned by HAP within the Aging Services/Community Action Division

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-5 ORDER in the Matter of approving an Exemption to the Formal Competitive Bid Process to Contract for the Remodeling of Office Space

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

0702C/39-42  
8/23/90  
cap

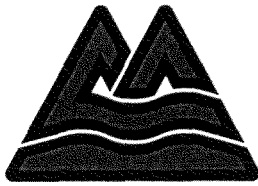
BOARD OF COUNTY COMMISSIONERS  
FORMAL BOARD MEETING  
RESULTS

MEETING DATE: 8-30-90

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>C-2</u>	<u>PA</u>	<u>SK</u>	<u>App</u>
<u>C-3</u>	<u>GK</u>	<u>PA</u>	<u>App</u>
<u>C-4</u>	<u>(</u>	<u>(</u>	<u>(</u>
<u>C-5</u>	<u>)</u>	<u>)</u>	<u>)</u>
<u>R-1</u>	<u>PA</u>	<u>SK</u>	<u>App</u>
<u>R-2</u>	<u>PA</u>	<u>GK</u>	<u>App</u>
<u>R-3</u>	<u>GK</u>	<u>SK</u>	<u>App</u> <i>motion to withdraw</i>
<u>R-4</u>	<u>SK</u>	<u>GK</u>	<u>App</u>
<u>R-5</u>	<u>SK</u>	<u>GK</u>	<u>_____</u>
<u>R-6</u>	<u>PA</u>	<u>RB</u>	<u>App</u>
<u>R-6</u>	<u>RB</u>	<u>SK</u>	<u>App</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

*Motion for  
u.c.*

*App. Item*



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

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

## SUPPLEMENTAL AGENDA

Thursday, August 30, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

## UNANIMOUS CONSENT ITEM

### DEPARTMENT OF HUMAN SERVICES

#### HEALTH DIVISION

*Asst* R-6 Notice of Intent to apply for NIDA (National Institute on Drug Abuse) Grant Funds to provide education regarding prevention of AIDS risk due to needle sharing and sexual contact with individuals who share drugs.

0702C/43  
8/29/90  
cap



SUBJECT: *R-6 Unanimous Consent Item*  
*Notice of Intent*

PRESS LIST

DATE: 8/29/89

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

- a) Meeting: 8-30-89 R-6 Unanimous Consent Item  
b) Executive Meeting: \_\_\_\_\_  
c) Other: \_\_\_\_\_

SIGNED: Kristin J. Farrell

✓ KOIN	Channel 6	464-0797 or 464-0614 - Assignment Desk. Michael Keston/Lisa
✓ KGW	Channel 8 FAX	226-5111 - Assignment Desk. Bob Kerns
✓ KATU	Channel 2	231-4260 Assignment Desk
✓ KPTV	Channel 12	222-9921 - News Desk. Denny 224-0101 After Hours
✓ KPDX	Channel 49	239-4949 Lee Haglund
✓ KEX	1190 AM	222-1929 Newsroom/Message
✓ KSGO	1520 AM	223-1441 News Desk (After 9, Before 11:30)
✓ KXL	750 AM	231-1071/0750 - Newsroom/Message. Link Mann/Dawn
✓ KGW	62 AM	226-5095 News Desk
✓ K-103 FM		643-5103 - Newsroom. Danna Jeffries
✓ KXYQ	105 FM	226-6731
✓ Oregonian		294-4065 Liz Moore
✓ Gresham Outlook		665-2181 Dave Pinson
✓ Skanner		287-3562 Patrick Mazza
✓ Cable		667-7636 Rosemary Knox

Meeting Date: AUG 30 1990

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Proclamation - Union Label Week

BCC Informal \_\_\_\_\_ (date) BCC Formal August 30, 1990 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Judy Boyer TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Judy Boyer and members of the NW Oregon Labor Council

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Proclamation in the matter of Proclaiming September 3 - 8, 1990 as Union Label Week in Multnomah County, Oregon

90-127

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy


Or

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

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY  
OREGON  
1990 AUG 21 PM 4:15  
CLERK OF BOARD

In the Matter of Proclaiming )  
September 3 through 8, 1990 as ) PROCLAMATION  
UNION LABEL WEEK in Multnomah ) 90-127  
County, Oregon )

  
Gladys McCoy  
Multnomah County Chair



Meeting Date: AUG 30 1990

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Appointments - Child Abuse Prevention Task Force

BCC Informal \_\_\_\_\_ (date) BCC Formal 8/30/90 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Judy Boyer TELEPHONE X-3308

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):  
Appointments - Child Abuse Prevention Task Force per attached sheet

(If space is inadequate, please use other side)

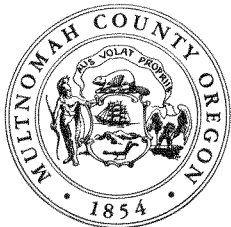
SIGNATURES:

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

Or

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

(All accompanying documents must have required signatures)



## GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse  
1021 S.W. Fourth Avenue  
Portland, Oregon 97204  
(503) 248-3308

### CHILD ABUSE PREVENTION TASK FORCE Draft List as of August 8, 1990

Co-Chairs: David Fuks/Helen Smith  
Staff: Chair's Office/BCC Staff

1. Children & Youth Services Commission - Sharon McCloskey
2. Law Enforcement - Dave Hadley, Sheriff's Office
3. Children's Services Division - David Fuks
4. District Attorney - Helen Smith
5. Medical Diagnosis Assessment (CARES Unit at Emanuel Hospital) - Emy Lowe, Program Manager
6. Treatment/Supervision Programs for OFFENDERS - Dr. Orin Bolstad
7. Treatment Programs for VICTIMS of Child Abuse - Craig Opperman, Multnomah County Child Abuse Coalition's committee on sex abuse treatment providers.
8. Courts - Judge Linda Bergman will make appointment
9. Probation Services - Mike King, State Parole and Probation (sex offenders unit).
10. Mental Health - Jim Edmondson, Child/Adol Mental Health Program Manager
11. Alcohol and Drug - Norma Jaeger, County
12. Health - Jan Wallinder, County Health Division
13. Treatment Programs for Addicted Women - Barbara Grider, Executive Director of ASAP Treatment Services
14. Citizen advocate - Tom English, Citizen Crime Commission
15. Citizen advocate - To be named by August 31, 1990.

Meeting Date: AUG 30 1990

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Transfer and disposal of found/unclaimed or unidentified  
SUBJECT: property as provided by 7.70 of the County Code (List 90-3)

BCC Informal \_\_\_\_\_ BCC Formal 8/30/90  
(date) (date)

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_

CONTACT Sgt. Doug LaBerge TELEPHONE 251-2449

PERSON(S) MAKING PRESENTATION Consent Agenda

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1:00 minute

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

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

Approval for transfer of found/ unclaimed or unidentified property  
(List 90-3) from the Sheriff's Office to the Department of General  
Services, for sale or disposal as provided by 7.70 of the Multnomah  
County Code.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Robert G. Shipper / WmV

Or

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

(All accompanying documents must have required signatures)

Send copy  
of Annotated  
w/ list to Shirley  
Schuman



# Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

ROBERT G. SKIPPER  
SHERIFF

(503) 255-3600

## MEMORANDUM

TO: JANE MCGARVIN  
Clerk of the Board

FROM: ROBERT G. SKIPPER  
Sheriff

A handwritten signature in dark ink, appearing to read "Rob Skipper", is written over the printed name "ROBERT G. SKIPPER".

DATE: July 12, 1990

SUBJECT: FOUND/UNCLAIMED PROPERTY - 90-3

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owners of the listed property have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the Department of General Services for the sale or disposal as provided for within the listed ordinance.

RGS/elc/75-AEQU

Attachment



MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 90-3

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
87-13166	Thalson stopwatch	Sale
87-13280	Bag containing asstd: jewelry, watches	Sale
87-13228	Polaroid Color Pack II camera	Sale
89-10844	Venturi 14" vent	Sale
88-2617	Box of tools	Sale
87-11933	Gold bag with six golf clubs	Sale
87-11902	AM/FM in cash radio/cassette	Sale
	Red floor console	Sale
	Realistic AM/FM cassette player	Sale
87-11947	Two Toyota Jacks	Sale
89-2389	Bolt cutters	Sale
88-1842	Bag of assorted jewelry	Sale
88-1426	Bag of assorted jewelry	Sale
88-1089	Sanyo AM/FM stereo cassette player	Sale
88-1721	Pair of Olin skis/#190GH5156	Sale
	Wooden box w/misc. jewelry	Sale
	Plastic fishing box with tools	Sale
	Three slide rules	Sale
	Four amp battery charger	Sale
	Two flashlights	Sale
88-247	RIVA John Cougar compact disc	Sale
	EPIC Molly Hatchet compact disc	Sale
	PHINO The Monkees compact disc	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
89-6636	Toolbox with tools	Sale
	Tape case with cassettes	Sale
88-1343	Pair of Nordica 545 ski boots	Sale
	Pair of Reflex poles	Sale
	One Olin ski bag	Sale
	One Spaulding bag	Sale
89-11931	Northwestern golf bag w/8 clubs	Sale
	Pair of Suliette stereo speakers	Sale
	Pair of earrings	Sale
87-4554	3M copier/model 226A/ser. 620185	Sale
88-1812	Analog quartz watch	Sale
89-11094	Sharp microwave/ser. #54903	Sale
87-11305	Texas Instruments computer/#53002964LTA2383	Sale
90-545	Starco briefcase	Sale
88-578	Polaris 2-way radio/#0017208	Sale
88-555	Black & Decker 3/8" cordless drill	Sale
87-11834	York digital disc player/#62002232	Sale
	Pioneer Receiver/#CC36225865	Sale
	RCA video camera/#1386M	Sale
	Realistic scanner/#0-021812	Sale
	Technic's amplifier/#EE6J01B360	Sale
88-1346	Lorus wristwatch	Sale
	Black shoulder holster	Sale
87-13174	Cloth suitcase	Sale
	Briefcase	Sale
	Bag of jewelry	Sale
	Clock radio	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
87-13174	Jewelry box	Sale
	Two electric shavers	Sale
88-2695	Emerson stereo radio	Sale
88-2696	Helix stereo radio	Sale
88-4178	Black bear rug	Sale
88-4453	Black & Decker 3/8" drill	Sale
	Skil reciprocal saw	Sale
88-11759	AT&T cordless phone	Sale
	Maniya/Sekor 35mm camera/#43873	Sale
88-3829	Four car speakers	Sale
	One car alarm	Sale
	Two auto tape decks	Sale
88-3524	Seiko ladies watch	Sale
90-1979	Sanyo cassette/radio/#85933229	Sale
88-6731	14k gold ring	Sale
90-1368	Capri 9" color TV/#44154	Sale
88-2730	Kiwi motorcycle helmet/K-14	Sale
89-9794	Grey briefcase	Sale
	Military helmet	Sale
90-769	Trimline telephone	Sale
88-2597	Royal electric typewriter/#44007461	Sale
	Epson printer/#326741	Sale
	Commodore 64 computer/#P2264810	Sale
88-1987	Bag w/costume jewelry	Sale
89-2445	Citizen wristwatch/#50579167	Sale
90-2574	Sentrek car stereo plus speakers	Sale
88-9625	Olin flare gun	Sale
88-2251	Achiever flash	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
88-2922	Yellow case with electric parts	Sale
88-2751	Revenger toy game	Sale
89-2208	Wood inlay jewelry box	Sale
	Misc. jewelry	Sale
88-2412	Assorted clothing, gloves, shoes	Sale
90-462	Misc. jewelry	Sale
88-418	Electric ballast	Sale
	Glue gun, vase	Sale
89-5653	Shovel & saw	Sale
88-1934	Three motorcycle helmets	Sale
Unknown	Bag with assorted jewelry	Sale
	Small pocket calculator	Sale
Unknown	Casio wristwatch/F24W	Sale
87-8207	Assorted toys	Sale
87-12142	WEN solder gun	Sale
	Blue box with small torch	Sale
	1/2" drill/#8412/Bad	Sale
	Pair of "EB" channel locks	Sale
	Hand saw	Sale
	Silver box w/drill & jigsaw	Sale
	K-Mart Skil saw 7 1/4"	Sale
	Backgammon game	Sale
	Remington electric chain saw	Sale
	Coleman lantern	Sale
	Pioneer reel to reel tape deck	Sale
	Ansco disc camera	Sale
	National Semiconductor calculator	Sale
	18" gold chain	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
87-12142	Pair of earrings	Sale
	Ladies pin	Sale
89-11021	Gold colored ring with pearl	Sale
88-5736	Bag with assorted costume jewelry	Sale
88-16950	Two four-drawer file cabinets	Sale
88-6513	Two large speakers	Sale
	Peavey attenuator	Sale
	Yamaha foot pedal channel selector	Sale
	Crate 0-600 equalizer	Sale
	Peavey mixer/amp/#7A130665	Sale
88-5880	Yellow beach chair	Sale
89-11720	Six foot dinghy ("Puff")	Sale
87-3252	17-Electric ballasts	Sale
	2-Electric Ballasts	Sale
	10-Electric fans	Sale
	2-8' overhead lights	Sale
	6-4' overhead lights	Sale
	2-Propane tanks	Sale
	8-Electric timers	Sale
87-270	2-Fans	Sale
	1-Florescent light	Sale
	1-Barometer	Sale
86-9237	Six inch red handled spade	Sale
	Three prong cultivating tool	Sale
	Electric Fan	Sale
	Moisture meter	Sale
	33-Plant pots	Sale

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
86-9237	Thermometer	Sale
89-6017	1-Fan	Sale
	2-Timers	Sale
88-1862	Four truck tires (recaps)	Sale
88-10891	One electric ballast	Sale
88-8143	1974 Olds Cutlass/2D/Lic JKV343	Sale
89-7165	Four foot florescent light	Sale
	Three electric Transformers	Sale
	Three electric timers	Sale
89-2346	Three electric transformers	Sale
	Barometer	Sale
	1/2-gallon sprayer	Sale
88-5159	Kraco Power Booster	Sale
	Sony Equalizer/#34627	Sale
	Pair of Bolt Cutters	Sale
	Hand Grinder	Sale
	Toolbox with assorted tools	Sale
88-5882	Stapler, Upholstery tool	Sale
64-AEQU		

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 90-3

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
87-12902	Pair of Ultimate 20 auto speakers	MC Use
	Pair of Sony XS-462 auto speakers	MC Use
	AM/FM Sanyo stereo headphone radio	MC Use
87-12603	Sony AM/FM cassette recorder	MC Use
87-12604	Electric sander	MC Use
89-10307	Red Toolbox with caulking guns	MC Use
	Hand tools	MC Use
90-185	Toolbox with misc. tools	MC Use
88-1580	Pioneer Compact Disc Player (GG09111)	MC Use
	Pioneer Cassette Player (unk. ser.)	MC Use
	Pioneer AM/FM tuner (GG00603)	MC Use
	Pioneer Passenger Selector (GG00891)	MC Use
88-1052	Lloyd's radio/cassette player	MC Use
89-6636	Buffalo slide hammer	MC Use
89-6613	Craftsman grey toolbox	MC Use
88-555	Allied reversible ratchet driver set	MC Use
87-11834	Teknika brand color TV/#610712802	MC Use
	Pacific Tech. B&W TV/#60800275	MC Use
	Star-D tripod	MC Use
	Pentax 35mm camera with bag	MC Use
	Two Pentax lenses	MC Use
87-13174	One electric shaver	MC Use
89-11243	Pair of Shur-grip cable chains	MC Use

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
88-11759	Panasonic answering machine	MC Use
88-3829	Two car speakers	MC Use
	One auto tape deck	MC Use
88-2551	Wards stereo double cassette	MC Use
90-409	Pioneer AM/FM/CB player/#XA04257	MC Use
86-7809	Stihl 36" bar chainsaw/#8580853	MC Use
90-793	Pair of Sparkomatic speakers	MC Use
90-769	Pair of Pioneer auto speakers	MC Use
88-9625	Pair of Bushnell binoculars	MC Use
88-2251	General Electric clock radio	MC Use
	Cannon camera/#693511	MC Use
90-1074	Rockstar car stereo speaker	MC Use
88-4626	Delco car stereo	MC Use
87-12142	Large grey toolbox with tools	MC Use
	10" miter saw/#1000588632	MC Use
	Black box with torch	MC Use
	Wood box with Makita hand planer	MC Use
88-3054	Black gym bag with misc. tools	MC Use
88-16950	One four-drawer file cabinet	MC Use
88-3337	Audiovox car stereo/#503328587	MC Use
	Walkie-talkie (green)	MC Use
90-471	Sanyo AM/FM radio/cassette player #57100209	MC Use
87-3252	2-Electric Fans/20"	MC Use
89-6017	1-Fan	MC Use
89-7165	Three-gallon sprayer	MC Use
89-2346	Electric fan	MC Use
	Suncast garden sprayer	MC Use



FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
89-607	Mitsubishi cellular phone/#555C13595	MC Use
89-7592	Minolta 35mm camera w/lens/#19060285	MC Use
89-3395	Mercruiser outdrive/#OA599900	MC Use
	Mercruiser outdrive/#A449724	MC Use
	Mercruiser outdrive/#OC427802	MC Use
	Mercruiser outdrive/#OB700618	MC Use
	Mercruiser outdrive/#6820219	MC Use
	Mercruiser outdrive/#OB610650	MC Use
	Mercruiser outdrive/#OB537628	MC Use
	Mercruiser outdrive/#	MC Use
89-3278	Mercury outboard motor/7.5 hp/#3458070	MC Use
	One tandem bar	MC Use
	Eight sets of hydraulic cylinders	
85-9703	Toolbox with assorted tools	MC Use
64-AEQU		

800341

DATE SUBMITTED \_\_\_\_\_

ORIGINAL

(For Clerk's Use)

Meeting Date AUG 30 1990Agenda No. 2-4

## REQUEST FOR PLACEMENT ON THE AGENDA

Ratification of Intergovernmental Agreement --

Subject: Oregon State Marine Board

Informal Only\* \_\_\_\_\_

(Date)

Formal Only \_\_\_\_\_

(Date)

DEPARTMENT Sheriff's OfficeDIVISION OperationsCONTACT Larry Aab, Manager, P&B UnitTELEPHONE 255-3600\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Robert G. Skipper, Sheriff

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Ratification of Intergovernmental Contract for the funding from the Oregon State Marine Board for the Sheriff's Office River Patrol to conduct marine law enforcement activities during 90/91.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

## ACTION REQUESTED:

☐ INFORMATION ONLY    ☐ PRELIMINARY APPROVAL    ☐ POLICY DIRECTION    ☒ RATIFICATION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA \_\_\_\_\_

## IMPACT:

## PERSONNEL

☐ FISCAL/BUDGETARY☐ General Fund

Other \_\_\_\_\_

RATIFIED

Multnomah County Board  
of Commissioners

8-30-90

Sent Orig. Contract  
to Larry Aab 8-30-90

1990 AUG 21 11:30  
MULTNOMAH COUNTY  
CLERK'S OFFICE

## SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert G. Skipper  
Sheriff

BUDGET / PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800.341

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

CLASS I	CLASS II	CLASS III
<input checked="" type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <u>C-4</u> <u>8-30-90</u>

RETURN TO: Larry Aab - 313/225

Contact Person Randy Amundson Phone 255-3600 Date 8/6/90Department Sheriff's Office Division Operations Bldg/Room \_\_\_\_\_Description of Contract Funding from the Oregon State Marine Board for the Sheriff's River Patrol to conduct marine law enforcement activities during 90/91.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon State Marine BoardMailing Address 3000 Market St. NE #505Salem, OR 97310-0650Phone (503) 378-8587

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

Effective Date July 1, 1990Termination Date June 30, 1991Original Contract Amount \$208,857

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

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

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only)County Counsel [Signature]County Chair/Sheriff [Signature]**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☐ Monthly \$ \_\_\_\_\_☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Date 8/10/90

Date \_\_\_\_\_

Date 8-14-90 ShafferDate 9-7-90

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	<del>2190</del> 0205	3190			Rev. Src.	2322					
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800341  
Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> <u>C-4</u> <u>8-30-90</u>

RETURN TO: Larry Aab - 313/225  
 Contact Person Randy Amundson Phone 255-3600 Date 8/6/90  
 Department Sheriff's Office Division Operations Bldg/Room \_\_\_\_\_  
 Description of Contract Funding from the Oregon State Marine Board for the Sheriff's River Patrol to conduct marine law enforcement activities during 90/91.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Oregon State Marine Board  
 Billing Address 3000 Market St. NE #505  
Salem, OR 97310-0650  
 Phone (503) 378-8587  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date July 1, 1990  
 Termination Date June 30, 1991  
 Original Contract Amount \$ 208,857  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

**Payment Term**

- ☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☐ 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 \_\_\_\_\_  
 County Chair/Sheriff \_\_\_\_\_

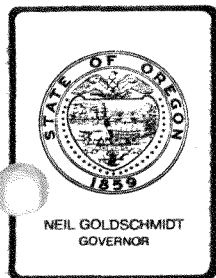
Date 8/10/90  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	PRJCT Rev. Src.	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	0205	3190			2322					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

800341



**State Marine Board**  
**ADMINISTRATIVE OFFICE**

3000 MARKET ST. N.E., No. 505, SALEM, OREGON 97310-0650 PHONE 378-8587

July 16, 1990

Sheriff Bob Skipper  
Multnomah County  
12240 NE Glisan  
Portland, OR 97230-2197

Dear Sheriff Skipper:

Enclosed are three copies of our FY 90/91 Marine Safety and Law Enforcement contract. Each has been pre-signed at our office to facilitate the approval process. Please sign each and obtain the signatures of the appropriate county authorities. Return one executed copy to our office for file.

As you know our joint program receives federal dollars. This year's contract amount of \$208,857 is composed of state and federal funds in the following amounts:

\$ 128,857	State
\$ 80,000	Federal
\$ 208,857	Total

Since federal money is involved it is necessary to have your signature on the second page of FEDERAL FORM 424B, ASSURANCE - NON-CONSTRUCTION PROGRAMS (follows the budget document portion of the contract and is the last page of the stapled together contract) Please fill in all the blanks which accompany the signature block.

Last but not least, a reminder. As already mentioned in a previous notice all requests for reimbursements for our just-completed FY 89/90 contract must be received not later than August 1st, 1990.

Thank you and please call if you have any questions.

Sincerely,

Webb Terwilliger  
Deputy Director

WT:jeb

Enclosures

**CONTRACT**  
**BOATING SAFETY AND LAW ENFORCEMENT SERVICES**

This contract is by and between the Oregon State Marine Board, hereinafter called the BOARD and Multnomah County Sheriff, hereinafter called the CONTRACTING PARTY under the authority of ORS 830.140 and ORS Chapter 190.

**DEFINITIONS**

1. "AUTHORIZED EXPENDITURES" shall mean those expenditures authorized by the BOARD as noted in the Marine Safety and Law Enforcement Procedures Manual, which by this reference shall be incorporated into and made part of this contract.
2. "BOARD" shall mean the Oregon State Marine Board.
3. "CONTRACTING PARTY" shall mean the County Sheriff. When a contract is entered into or terminated, such action must be approved by the County Court/County Board of Commissioners.

**SERVICES TO BE PROVIDED**

The "CONTRACTING PARTY" will provide the following services in order to promote safe boating practices on Oregon's waterways:

1. Carry out the provisions of Oregon Revised Statutes, Chapter 830.
2. Carry out the applicable provisions of Oregon Administrative Rules, Chapter 250.
3. Investigate complaints of boating law violations.
4. Investigate boating accidents.
5. Provide courtesy safety examinations of boats.
6. Alert the public to unsafe boating conditions.
7. Search and rescue services as noted in the Marine Safety and Law Enforcement Procedures Manual.
8. Distribute such public information as may be provided by the BOARD.
9. Marine patrol coverage on all waters within their jurisdiction with a particular emphasis on those waters described in the Fiscal Year 1990/91 Marine Safety and Law Enforcement Program proposed budget which is hereby attached to and made a part of this contract.



## CONTRACTING PERIOD

This agreement shall be effective from the 1st day of July, 1990 and shall run through the 30th day of June, 1991.

## BUDGET

The BOARD will, upon receipt of cost/expenditure documentation, pay to the COUNTY an amount not to exceed the "total" shown in the below listed BOARD column. These payments will be for such boating law enforcement services as are contained in this contract and the attached fiscal year proposed budget.

	State Marine Board	Multnomah County
Personnel Services	\$173,343	\$270,435
Services and Supplies	30,514	46,017
Capital Outlay	5,000	-0-
Total	\$208,857	\$316,452

## PAYMENT SCHEDULE

Payments to the CONTRACTING PARTY shall be made (X) quarterly, ( ) semi-annually, ( ) annually for authorized expenditures actually incurred (in accordance with the Marine Safety and Law Enforcement Procedures Manual) and SHALL BE PAID WITHIN THIRTY (30) DAYS OF RECEIPT OF A SIGNED STATE MARINE BOARD VOUCHER AND SUPPORTING DOCUMENTATION DENOTING SUCH EXPENDITURES.

The final request for payment must be received at the State Marine Board office no later than July 31 immediately following the conclusion of the contract period.

## GENERAL PROVISIONS

1. The CONTRACTING PARTY, its officers, agents and employees shall not be deemed to have assumed any liability for the acts of the BOARD, its officers, agents or employees nor shall the BOARD or any of its officers, employees, or agents be liable for any acts of omissions of the CONTRACTING PARTY, its officers, agents, or employees.
2. During the term of this contract, the CONTRACTING PARTY shall provide insurance to cover all loss, damage or injury to equipment purchased under this contract, in an amount no less than the purchase amount provided by the contract. Such insurance shall be provided by an insurer duly authorized to do business in the State of Oregon, but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of



the damaged equipment unless the CONTRACTING PARTY received prior written direction or authorization from the BOARD to otherwise dispose of the proceeds.

3. This contract is subject to all applicable Federal Assurances specified in Appendix A when federal funding is included. The CONTRACTING PARTY shall be notified by separate letter of such federal funds and the amount of federal funds included as part of the total contract amount specified on page 2. If applicable, CONTRACTING PARTY shall provide the BOARD their Annual Comprehensive Financial Report as required in the Single Audit Act of 1984.
4. Performance by either party to this agreement shall be contingent upon funding being obtained at a sufficient level to allow for purchase of the indicated quantity of services.
5. Payment requests shall cover only services, salaries, supplies and/or purchases utilized, expended or provided in conjunction with the Marine Safety and Law Enforcement program.

#### MARINE BOARD RESPONSIBILITIES

1. The BOARD shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance or other compensation to the CONTRACTING PARTY personnel performing services for the BOARD, or any liability other than provided for in this contract. Except as otherwise herein specified, the Board shall not be liable for compensation or indemnity to any CONTRACTING PARTY employees for any injury or sickness arising out of his/her employment.
2. The BOARD, its officers, agents or employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from the CONTRACTING PARTY.
3. The BOARD shall maintain selected records of marine effort and activity in order to assure adequate performance within the terms, conditions, and specifications of this contract.
4. The BOARD shall insure that upon boat purchase the ownership shall be vested in the CONTRACTING PARTY regardless of funding source, and subject to CONTRACTING PARTY RESPONSIBILITIES (9).

## CONTRACTING PARTY RESPONSIBILITIES

1. The CONTRACTING PARTY shall furnish and supply all necessary labor, supervision, equipment, communications, facilities, and supplies necessary to maintain the level of services to be rendered as denoted in the Marine Safety and Law Enforcement Procedures Manual and the county's proposed marine patrol budget for this fiscal year.
2. All persons employed in the performance of such services and functions pursuant to this agreement shall be CONTRACTING PARTY employees (full time, part time, reserve, cadet, etc.), and any wages, salaries or reimbursements made to such employees shall be at a rate consistent with a reasonable rate for the work performed as compared to similar rates for similar work within the contracting party's county and similar surrounding counties.
3. The contracting party, its subcontractors, if any, and all employers working under this contract 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.
4. Standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel shall remain with the CONTRACTING PARTY.
5. Personnel assigned to the duty of boating law enforcement shall be mentally and physically capable of performing the duties to which they are assigned. They shall have a good knowledge of boating laws and the powers, duties, and limitations of authority of police officers. They shall have a thorough knowledge of the operation of small boats and the rules and regulations pertaining to such operations. The officer actually in charge of an individual marine patrol must have completed The Marine Safety and Law Enforcement Training Course as approved by the BOARD.
6. Persons engaged in the boating law enforcement program shall actively cooperate with the BOARD.
7. The CONTRACTING PARTY shall not enter into any subcontracts directly for marine safety and law enforcement services without obtaining prior written approval from the BOARD.
8. The CONTRACTING PARTY shall maintain records to assure conformance with the terms, conditions, and specifications of the contract, and to assure adequate performance and accurate expenditures within the contracting period.

9. The CONTRACTING PARTY shall permit the State of Oregon, the Federal Government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of budgeted funds.
10. The CONTRACTING PARTY agrees to maintain in operational condition any boat or major equipment purchased, whole or in part, by the BOARD. Further, that upon replacement of a boat or major equipment, any proceeds derived from the trade-in or re-sale of a boat or major equipment shall remain in the CONTRACTING PARTY'S marine budget for use in the Marine Safety and Law Enforcement program, and that, further, should this agreement be terminated, all boats or major equipment purchased, whole or in part, with BOARD provided funds shall be returned to the BOARD for reassignment or disposition by the BOARD. Such reassignment or any proceeds from property disposition are to be utilized in the Marine Safety and Law Enforcement program.
11. COUNTY agrees that the use of any boat or major equipment purchased by BOARD shall be limited only to activities necessary to carry out the provisions of this contract and such other authorized activities as contained in the effective edition of the Marine Safety and Law Enforcement procedure manual.

#### TERMINATION CONDITIONS

This contract may be terminated by mutual consent of both parties: by either party on 30 days written notice; or, by either party upon 20 days notice, in writing and delivered by certified mail or in person under any of the following conditions:

- a. If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
- b. If federal, state or county regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.

800341

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

SIGNATURES

IN WITNESS WHEREOF, this instrument has been executed pursuant to resolutions heretofore duly and legally adopted by each of the parties signatory hereto:

OREGON STATE MARINE BOARD

Multnomah County

  
\_\_\_\_\_  
Director/Deputy Director

\_\_\_\_\_  
Sheriff

7.17.90  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED: Multnomah County Court/Board of County Commissioners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSURANCES — NON-CONSTRUCTION PROGRAMS**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED



800341

MARINE SAFETY AND LAW ENFORCEMENT PROGRAM  
PROPOSED BUDGETFISCAL YEAR 90/91MULTNOMAH COUNTY

## I. FUNDING

<u>Source</u>	<u>Amount</u>	<u>Type</u>
State Marine Board	<u>\$ 208,857</u>	Money <input checked="" type="radio"/>
County Match*	<u>\$316,452</u>	Money <input checked="" type="radio"/> In Kind <input type="radio"/>
Other (if applicable)	<u>                    </u>	Money <input type="radio"/> In Kind <input type="radio"/> (Check applicable boxes)
Total Program	<u>\$525,309</u>	

\*Minimum 20% match to State Marine Board "Amount".

## II. OPERATIONS

A. Patrol Vessels:	OR- 17 XCX	OR- 183 XCX
OR- <u>4</u> XCX	OR- <u>98</u> XCX	OR- <u>189</u> XCX
OR- <u>5</u> XCX	OR- <u>181</u> XCX	OR- <u>204</u> XCX
OR- <u>6</u> XCX		OR- <u>215</u> XCX

B. Primary Patrol Activity (If a river specify upstream to downstream limits.)

(1) Body of Water Columbia River - Bonneville Dam to Columbia County Line,  
include North Portland Harbor and South Channel.Active patrol period from July 1990 to October 1990/May-June 1991  
month/year month/yearTotal number of weeks 27Number of patrol units 2 Estimate patrol hours per week 80 +

- (2) Body of Water Willamette River - Columbia River to Elk Rock

Active patrol period from July 1990 to October 1990/April-June 1991  
month/year month/year  
 Total number of weeks 31  
 Number of patrol units 3 Estimate patrol hours per week 120

- (3) Body of Water Multnomah Channel-Willamette River to Columbia County Line.

Active patrol period from July 1990 to October 1990/April-June 1991  
month/year month/year  
 Total number of weeks 31  
 Number of patrol units 1 Estimate patrol hours per week 15

- (4) Body of Water \_\_\_\_\_

Active patrol period from \_\_\_\_\_ to \_\_\_\_\_  
month/year month/year  
 Total number of weeks \_\_\_\_\_  
 Number of patrol units \_\_\_\_\_ Estimate patrol hours per week \_\_\_\_\_

- (5) Body of Water \_\_\_\_\_

Active patrol period from \_\_\_\_\_ to \_\_\_\_\_  
month/year month/year  
 Total number of weeks \_\_\_\_\_  
 Number of patrol units \_\_\_\_\_ Estimate patrol hours per week \_\_\_\_\_

C. Secondary Patrol Activity (for waterways receiving random patrol, spot checks, etc.) (If river specify upstream to downstream limits.)

- (1) Body of Water Columbia River, ETAL

Active patrol period from November 1990 to April 1991  
month/year month/year  
 Total number of weeks 25  
 Number of patrol units 1 Estimate patrol hours per week 30



(2) Body of Water Willamette River

Active patrol period from November 1990 to March 1991  
month/year month/year

Total number of weeks 21

Number of patrol units 1 Estimate patrol hours per week 30

(3) Body of Water Multnomah Channel

Active patrol period from July 1990 to March 1991  
month/year month/year

Total number of weeks 21

Number of patrol units 1 Estimate patrol hours per week 10

(4) Body of Water Sandy River  
(Boat/Vehicle)

Active patrol period from July 1990 to June 1991  
month/year month/year

Total number of weeks 52

Number of patrol units 1 Estimate patrol hours per week 2 or as needed

(5) Body of Water Blue Lake - Benson Lake  
(Boat/Vehicle)

Active patrol period from July 1990 to June 1991  
month/year month/year

Total number of weeks 52

Number of patrol units 1 Estimate patrol hours per week As Required

### III. Personnel

A. Person in charge and rank Sergeant Curtis Hanson  
Phone 288-6788

B. Number of deputies to be assigned to marine duties 6 Deputies - 1 Sgt. Oct-Apr.  
9 Deputies - 1 Sgt. May-Sept.

## C. Marine Patrol

(1)	<u>1</u>	number of deputies	
x	<u>25</u>	hours per week each	
x	<u>\$ 29.42</u>	per hour	
x	<u>52</u>	weeks = . . . . .	Total \$ <u>38,246.00</u> OSMB
(2)	<u>1</u>	number of deputies	
x	<u>40</u>	hours per week each	
x	<u>\$ 24.70</u>	per hour	
x	<u>52</u>	weeks = . . . . .	Total \$ <u>51,376.00</u> OSMB
(3)	<u>1</u>	number of deputies	
x	<u>20</u>	hours per week each	
x	<u>\$ 25.33</u>	per hour	
x	<u>52</u>	weeks = . . . . .	Total \$ <u>26,343.20</u> co
(4)	<u>4</u>	number of deputies	
x	<u>40</u>	hours per week each	
x	<u>\$ 26.05</u>	per hour	
x	<u>52</u>	weeks = . . . . .	Total \$ <u>216,736.00</u> co

## D. Clerical

(1)	<u>1</u>	number of persons	
x	<u>15</u>	hours per week each	
x	<u>\$ 29.42</u>	per hour	
x	<u>52</u>	weeks = . . . . .	Total \$ <u>22,947.60</u> OSMB

## E. Other Marine Duties (specify)

Maintainance & Summer (Seasonal) Temporary Patrol

(1)	<u>1</u>	number of deputies	
x	<u>20</u>	hours per week each	
x	<u>\$ 26.30</u>	per hour	
x	<u>52</u>	weeks = . . . . .	Total \$ <u>27,355.80</u> co
(2)	<u>3</u>	number of deputies	
x	<u>40</u>	hours per week each	
x	<u>\$ 19.00</u>	per hour	
x	<u>16</u>	weeks = . . . . .	Total \$ <u>36,480.00</u> OSMB
(3)	OVERTIME		\$ 16,000.00 OSMB
(4)	PREMIUM		\$ 8,294.00 OSMB
F.	Total Personnel Services Costs (Total III C, D & E) . . .		\$ <u>443,778</u>

(270,435 MCSO  
173,343 OSMB)

## IV Services and Supplies

A. Fuel 14000 gallons x \$ VARIES per gallon. . Total \$ 16,000.00 MCSO

B. Other expendable supplies (oil, grease, etc.) . . . \$ 16,495.00 MCSO

C. Training. . . . . \$ 2,500.00 OSMB  
Indirect

D. ~~Insurance~~ . . . . . \$ 18,173.00 OSMB  
7,441.00 OSMB/

E. Maintenance . . . . . Total \$ 11,622.00 MCSO  
COMMUNICATIONS  
2,400.00 OSMB

F. Other (Specify) UTILITIES . . . Total \$ 1,900.00 MCSO

G. Services and Supplies Costs (Total IV A,B,C,D,E,&F) \$ \_\_\_\_\_

## H. Other Marine Equipment

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>		
_____	_____	_____	Total	\$ _____
_____	_____	_____	Total	\$ _____
_____	_____	_____	Total	\$ _____
_____	_____	_____	Total	\$ _____
_____	_____	_____	Total	\$ _____
_____	_____	_____	Total	\$ _____
_____	_____	_____	Total	\$ _____

I. Total Service and Supply Costs (Total IV G & H) \$ 76,531.00  
(46,017 MCSO/  
30,514 OSMB)

## V. Capital Outlay

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	
Equipment			Total \$ 5,000.00 OSMB
			Total \$
			Total \$
			Total \$
			Total \$
			Total \$
			Total \$

VI. Estimate of Total Program Costs (Total Group III + IV + V) (208,857 OSMB)  
\$ 525,309

VII. Funding Recap	State Marine Board	County
Personnel Services	\$ 173,343	\$ 270,435
Services and Supplies	\$ 30,514	\$ 46,017
Capital Outlay	\$ 5,000	\$
Sub-Total	\$ 208,857	\$ 316,452
Total Program Estimate	\$ 525,309	

800341

VIII. Additional Comments: In addition to duties outlined above, we will continue Public School Programs; Continue Public Boating Orientation Classes; Continue Boating Safety talks to business/Service Club Presentations; Continue training of Personnel; Summer Patol of Willamette Park and Chinook Landing (Oct 1991); Patrol Problem Areas during fishing season (shipping lanes).

Submitted: Robert G. Skipper  
Sheriff

Date: 3-21-90

Meeting Date: AUG 30 1990

Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

BCC Informal 8-21-90 BCC Formal 8-23-90 OR LATER  
(date) (date)

DEPARTMENT DES DIVISION EMERGENCY MANAGEMENT

CONTACT PENNY MALMQUIST TELEPHONE 251-2466

PERSON(S) MAKING PRESENTATION PENNY MALMQUIST

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: X

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

APPROVAL FOR COMPREHENSIVE COOPERATIVE AGREEMENT BETWEEN MULTNOMAH COUNTY  
EMERGENCY MANAGEMENT AND OREGON EMERGENCY MANAGEMENT NEEDED IN ORDER TO  
DOCUMENT MINIMUM WORK REQUIREMENT TO PARTICIPATE IN THE FEMA EMERGENCY  
MANAGEMENT ASSISTANCE (EMA) PROGRAM. EMA IS OUR FEDERAL FUNDING PROGRAM

**RATIFIED**

Multnomah County Board  
of Commissioners


8-30-90  
sent Aug. 30 to Penny Malmquist

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

1990 AUG 21 11:53  
MULTNOMAH COUNTY  
CLERK OF COMMISSIONERS



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 300621

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

MULTNOMAH COUNTY OREGON

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> Multnomah County Board of Commissioners <u>C-5 8-30-90</u>

Contact Person PENNY MALMQUIST Phone 251-2466 Date 8-2-90

Department DES Division EMERGENCY MAN. Bldg/Room 313/118

Description of Contract WORKPLAN AGREEMENT TO MEET MINIMUM REQUIREMENTS SET BY THE STATE OF OREGON EMERGENCY MANAGEMENT TO RECEIVE GRANT FUNDING BY MULTNOMAH COUNTY.

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

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

Contractor Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

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

Effective Date \_\_\_\_\_

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

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

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

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

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager [Signature]

Date \_\_\_\_\_

Purchasing Director  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## LOCAL/STATE

### COMPREHENSIVE COOPERATIVE AGREEMENT

The Oregon Emergency Management Division (OEMD) and the County of Multnomah, participating in the Federal Emergency Management Agency's Emergency Management Assistance (EMA) Program, hereby agree to cooperate in the implementation and maintenance of an emergency management program that addresses the potential hazards to the jurisdiction in accordance with the funding requirements of the EMA program.

Minimal basic requirements for participation in the Emergency Management Assistance Program include the following elements numbered 1 through 4. Element 5 is optional. These elements will be supported by specific activities identified in the attached Emergency Management Program Workplan which is an integral part of this agreement.

1. Coordination and implementation of a local integrated Emergency Management System which includes the preparation and annual update of the Capability and Hazard Identification Program (CHIPS).
2. Review and update of the emergency management policies, plans and emergency guidelines as identified in the attached function workplan.
3. Operating procedures/emergency guidelines are to be reviewed, updated and exercised in accordance with FEMA's State and Local Exercise Requirements.
4. The local Emergency Management Program staff will attend related training events during the fiscal year for a minimum combined total of twenty (20) hours.
5. Consistent with local resources and needs, additional activities may be programmed as deemed necessary and appropriate by the Chief Executive Officer.

### ADMINISTRATION

The County will submit reports at least quarterly, which list the accomplishment of activities as identified in the Emergency Management Program Workplan. If a deviation from the Workplan occurs, such will be explained in the Activity Narrative. Where completion of an activity involves production of a tangible product, e.g. Hazard Analysis, Emergency Guidelines, Training Agenda, etc., a copy of that product will be provided to the Oregon Emergency Management Division with the report of the time period in which it was produced or completed.

The Chief Executive Officer will approve the Emergency Management Program Workplan and in the final report of the fiscal year must certify completion of the minimum requirements for EMA funding as set forth above.

Failure to complete these minimum requirements may result in elimination of



EMA funding for the following year, a demand for the return of funds for the year covered by this agreement, or both.

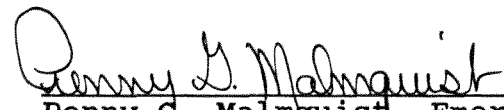
#### CERTIFICATION

We, the undersigned, do hereby certify that we understand the elements 1 through 4 previously listed, are the minimum requirements that must be met in order to qualify for Emergency Management Assistance (EMA) funding for the 1990-91 federal fiscal year.

At the end of the fiscal year we will provide certification to the Oregon Emergency Management Division that the minimum requirements have been met.

Further, we have read the "Standard Assurances" and the "Articles of Agreement" which are required by the Federal Emergency Management Agency, and understand and agree that those requirements also apply to this jurisdiction when using federal funds for the emergency management program.

X  
\_\_\_\_\_  
Gladys McCoy, County Chair

  
\_\_\_\_\_  
Penny G. Malmquist, Emergency  
Program Manager

Date \_\_\_\_\_, 19 \_\_\_\_

#### ACKNOWLEDGEMENTS

The State of Oregon Emergency Management Division hereby acknowledges the receipt of the Multnomah County Emergency Management Program Workplan for federal fiscal year 1990-91 and assures the pass through of available funds for eligible items and activities in compliance with the Federal Emergency Management Agency's requirements for Emergency Management Assistance funds.

\_\_\_\_\_  
Myra Lee, Administrator  
Oregon Emergency Management Division

\_\_\_\_\_  
Date

FEDERAL EMERGENCY MANAGEMENT AGENCY

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**  
(GRANTEES OTHER THAN INDIVIDUALS)

As certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b) (c), (d), (e) and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

Multnomah County Office of Emergency Management

12240 NE Glisan

Portland, Multnomah County, OR 97230

Multnomah County Office of Emergency Management  
Organization Name (As appropriate)

Application Number

Penny Malmquist/Gladys McCoy, County Chair

Printed Name

Signature

Date

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY89-90

FUNCTION:

Emergency Authorities  
& Management

QUARTER:

BASIC

FUNCTION DEFINITION:

This is a program function rather than a response function and assures the implementation and maintenance of an emergency management program that provides for ongoing development and coordination of emergency preparedness measures which include but are not limited to developing emergency authorities, adequate staffing, a public education program and planning for continuity of government, resource management, and disaster recovery.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine if a formal emergency management organization has been established and if that organization has the authority, staff and other elements essential for the effective conduct of emergency management activities.

Activity #	Description	Qrtr	Scheduled	Completed
1	Prepare & submit quarterly reports for EMA funding	2 3 4 1	2/15/91 5/15/91 8/15/91 11/15/91	
2	Complete Capability and Hazard Identification Program (CHIP).			
3	Update Office Workplans for FY 90-91.	1	10/90	
4	Prepare budget estimates for FY91-92.	2	1/91	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY89-90

FUNCTION:

Hazard Mitigation

QUARTER:

Basic

FUNCTION DEFINITION:

This planning function relates to the development of "hazard profiles" which will result in the provision of information to planners, responders and management level personnel. These may be used in the development or updating of emergency guidelines for operational response as well as in the policy and decision making process. It relates to those predetermined preparedness measures which should be initiated to prevent or alleviate a specific threat.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine in a very general way, what actions are being taken to mitigate the threat or consequences of the hazards likely to affect the jurisdiction. Mitigation is any activity taken to eliminate or reduce the degree of long term risk to human life and property from natural and technological/man-made hazards. This includes the measures which or reduce the frequency, intensity and magnitude of hazards, and which protect people and property from the effects.

Activity #	Description	Qtrtr	Scheduled	Completed
------------	-------------	-------	-----------	-----------

# LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

## EMERGENCY MANAGEMENT PROGRAM WORKPLAN

**JURISDICTION:**

Multnomah County

**FISCAL YEAR:**

FY89-90

**FUNCTION:**Direction, Control and  
Warning**QUARTER:**

Basic

**FUNCTION DEFINITION:**

This function encompasses both planning activities and operational responsibilities and capabilities. It addresses the relationships and communications capabilities between the on-site incident command personnel and the policy makers of the jurisdiction. For the purpose of this agreement, local emergency guidelines will cover (1) major incident notification (2) activation of emergency operating facilities, and (3) on-site direction and coordination.

**PURPOSE STATEMENT - CPG 1-35:**

The purpose of this section is to determine the capability of your jurisdiction to direct and control local response forces in the event of an emergency and to handle emergency communications requirements.

Activity #	Description	Qrtr	Scheduled	Completed
1	Develop Major Incident Notification Guideline for - Mult Cnty	1	12/90	
	Wood Village	1	12/90	
2	Develop Emergency Center Guideline for - Mult Cnty	1	12/90	
	Wood Village	1	12/90	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT  
EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY89-90

FUNCTION: Population Protection

QUARTER: Basic

FUNCTION DEFINITION:

Population protection measures include activities related to the provision of shelter and the evacuation or relocation of citizens, i.e., those which are required to protect people from both the direct and after effects of all hazards which represent a significant threat to the area.

PURPOSE STATEMENT - CPG 1-35:

Population protection planning is designed to protect people from the effects of natural, technological and war-related hazards. This effort focuses on the development and maintenance of a single all hazard EOP for each jurisdiction.

Activity #	Description	Qrtr	Scheduled	Completed
1	Develop Evacuation & Shelter Guideline for - Mult Cnty	1	12/90	

LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

EMERGENCY MANAGEMENT PROGRAM WORKPLAN

JURISDICTION:

Multnomah County

FISCAL YEAR:

FY89-90

FUNCTION:

Contamination, Monitoring,  
& Control

QUARTER:

Basic

FUNCTION DEFINITION:

This function encompasses preparedness planning of operations for response to, and the management of, hazardous materials and radiological/nuclear threats regardless of the source or cause. It specifically relates to a response capability, the development of response guidelines, the implementation of cooperative assistance agreements, the coordination of related training, and the essential legislation of preventive and protective measures.

PURPOSE STATEMENT - CPG 1-35:

The purpose of this section is to determine the capability of the jurisdiction to monitor and control exposure of emergency service support personnel and the general public to hazardous/toxic (HAZMAT) and radiological materials (REP & RADEF).

Activity #	Description	Qtrr	Scheduled	Completed
1	Develop Hazardous Materials Guideline for - Mult Cnty	2	3/91	
2	Review Trojan Ingestion Guideline for Mult Cnty	2	3/91	

# LOCAL/STATE COMPREHENSIVE COOPERATIVE AGREEMENT

## EMERGENCY MANAGEMENT PROGRAM WORKPLAN

**JURISDICTION:**

Multnomah County

**FISCAL YEAR:**

FY89-90

**FUNCTION:**

Training and Exercising

**QUARTER:**

Basic

**FUNCTION DEFINITION:**

This is a program function which provides for the training of staff, emergency service providers, management and executive personnel. It also provides for testing and exercising the skills and the application of techniques, policies and guidelines of individual jurisdictions and all emergency service providers. It consists of a variety of methods to assure appropriate training that may include attendance at federal, state, local or privately sponsored courses, seminars or workshops.

**PURPOSE STATEMENT - CPG 1-35:**

The purpose of this section is to determine the status of the jurisdiction's key personnel in terms of recent emergency management training and exercise participation and the adequacy of the jurisdiction's training and exercise program.

Activity #	Description	Qrtr	Scheduled	Completed
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**Staff Training:**

1	Cont of Govt-TTT - Penny	1	11/28/90	
	Emerg Planning-TTT-Penny	2	03/11/91	
2	Contemporary Issues - Joy	3	05/20/91	
	Penny	3	05/20/91	
3	CD Systems - Penny	3	05/15/91	
4	Intro to EM - B&I Coord	?	?	
5	State Workshop - Joy	3	5/91	
	Penny	3	5/91	
	B&I Coord	3	5/91	
	Cnty Chair	3	5/91	
	DES Dir	3	5/91	



OEM Sponsored Training:

ICS Training --

1	ICS Orientation	3	05/14/91
2	ICS Introduction	1	12/13/90
		3	06/05/91

Drills & Exercises:

1	TT-Trojan Ingestion	1	10/90
2	FE-Trojan Ingestion	1	11/90
3	Corp of Engineers-Sandbag Drill	1	11/15/90

## FISCAL YEAR 1991 COMPREHENSIVE COOPERATIVE AGREEMENT

AGREEMENT ARTICLES

These articles, along with all relevant portions of the Standard Assurances, (Standard Form 424B or 424D), are a binding part of the Agreement and are uniform for all States. They are compatible with Federal Emergency Management Agency (FEMA) and other applicable Federal statutes, regulations, and guidance.

Article I. Purpose

A. The purposes of this Agreement are: (1) to assist in consolidating a statewide Integrated Emergency Management System dealing with emergencies ranging from those caused by natural and technological hazards to national security hazards such as conventional war and nuclear attack, with emphasis on developing capabilities to save lives and protect property; (2) to facilitate the delivery and use of authorized and appropriated FEMA financial and technical assistance to State and local governments; and (3) to enable the State to exercise management discretion in achieving the specified and agreed-upon objectives.

B. This Agreement provides a funding, operating, and reporting instrument for the accomplishment of agreed-upon activities and products under the included program activities or funding sources. The Agreement also allows the State some discretion to make use of the program resources in the accomplishment of agreed-upon objectives and some flexibility in the distribution of resources under the Agreement, within the limits of Federal law and accountability requirements. The Agreement, in particular requires that the programs apply to preparedness for national security hazards such as strategic enemy attack as well as to natural and technological disaster, and that other disaster preparedness and mitigation measures can contribute to national security preparedness and vice versa. The terms "national security" and "attack," as defined in II.B. below, cover the following means: sabotage or by use of bombs, shellfire, or atomic radiological, chemical, bacteriological, or biological means or other weapons or processes, including a strategic and/or tactical nuclear strike on the United States.

Article II. Scope of Work

A. Objectives to be accomplished and project results to be produced by the State and its subgrantees are specified in each program statement of work as agreed to in legal obligation by the Signatory Officials on the Assistance Award/Amendment, FEMA Form 75-10. Local governments, likewise, must be legally bound by

agreements with the State for the performance of objectives for which they receive funds through the State from FEMA under this Agreement. Statements of work must clearly describe objectives, their expected end products, and milestones to be met. The statements of work are developed from requirements set forth in the Annual Program Requirements Annexes.

B. In every program funded under the Federal Civil Defense Act, statements of work must specifically provide for measures and project results for national security preparedness, including nuclear attack preparedness as defined in 3. below. For the sake of clarity, consistency, and legal efficacy, the following definitions apply whenever the terms are used in the statements of work or elsewhere in the Comprehensive Cooperative Agreement.

1. The term **DUAL USE OF CIVIL DEFENSE** is applied in the context of encouraging the use or adaptation for use of national security planning, response and necessary capabilities and resources in all natural, technological, and attack-related emergencies. The term **DUAL USE OF CIVIL DEFENSE SUPPORTED RESOURCES** means that there is a primacy of resource use to accomplish national security preparedness objectives, while acknowledging that the objectives accomplished may be of benefit in preparing for and responding to major life threatening natural and technological disasters. Direct use of one program's resources by another is not the intent of Congress. If, however, there are civil defense supported resources available after accomplishment of national security preparedness objectives, they may be applied to peacetime disaster preparedness objectives provided that such use is consistent with, contributes to, and does not detract from nuclear attack preparedness. Priority use of resources must be assigned to the program for which Congress appropriated the funds.
2. The term **NATIONAL SECURITY ATTACK** means any attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the United States in any manner by sabotage or by use of bombs, shellfire, or atomic radiological, chemical, bacteriological, or biological means or other weapons or processes. Consideration of the manner of such **NATIONAL SECURITY ATTACK** shall not exclude a strategic and/or tactical nuclear strike on the United States.
3. The term **NUCLEAR ATTACK** means a strategic nuclear war strike by a hostile government or enemy party directed

at multiple targets within the geographical boundaries of the United States.

4. The term **NUCLEAR ATTACK PREPAREDNESS** means activities undertaken to prepare for the protection of citizens in the event of a strategic nuclear attack upon the United States. The purpose of such preparedness is to enhance the survivability of the American people and its leadership in the event of a nuclear attack, thereby improving the basis for eventual recovery and reducing the Nation's vulnerability to a major attack.
5. The term **CIVIL DEFENSE SUPPORTED RESOURCES** means all persons, equipment, facilities, training, and other activities supported in whole or in part by funds appropriated pursuant to the Federal Civil Defense Act.

### Article III. Period of Performance

The period of performance for this Agreement shall be the Federal Fiscal Year 1991 from October 1, 1990, through September 30, 1991, except for final reports, audit requirements, and necessary longer periods which have been authorized and agreed upon for particular programs. Schedules for interim objectives during the performance period are shown where applicable in each program activity statement of work.

### Article IV. Agreement Officials

#### A. State

1. The State Signatory Official is the Governor or the Governor's designee, who is responsible for committing the State to the terms of this Agreement.
2. The State Project Manager, as named on the FEMA Form 76-10, Assistance Award/Amendment, shall be the principal State Official responsible for planning, reporting on, and assuring performance of objectives and accomplishment of results defined in the State's overview narrative.

#### B. Federal

1. The FEMA Signatory Official for award of the CCA shall be the FEMA Regional Director, as the principal FEMA official responsible for committing the Federal Government to the terms of this Agreement.

2. The CCA Project Coordinator (PC)/Assistance Officer (AO), to be shown in block 8 on the Assistance Award/Amendment sheet, shall be the FEMA regional official delegated authority by the Regional Director to be responsible for Federal financial and administrative requirements of this Agreement. This individual may be the signatory official for amendments.
3. The CCA Project Coordinator (PC), as named on the FEMA Form 76-10, Assistance Award, shall be the principal FEMA regional official responsible for working with the State Project Manager and the Regional Program Managers to ensure accomplishment of the overall CCA objectives. This official's authority derives from the Regional Director, who determines the working relationship between the CCA Project Coordinator and other regional officials charged with specific program missions and who have responsibilities for coordination with specific States.
4. Each Regional Program Manager (PM) assists the State in developing the statement of work for a specific program or programs and is substantially involved in monitoring, providing technical assistance for, and evaluating the State's work in their respective program areas.

Article V. Costs, Award Amounts, and Payments

A. FEMA shall not be liable under this Agreement for any amount greater than the current total award amount on the FEMA Form 76-10, Assistance Award or Amendment.

B. No costs eligible under this Agreement shall be incurred before October 1, 1990. No reimbursements or drawdowns under a Letter of Credit shall be made unless and until the Regional Director or the Assistance Officer advises the State in writing that funds have been made available. Such notice shall prescribe, through the FEMA Form 76-10, Assistance Award/Amendment, the specific amount of the funds made available from each funding source, subject to approval by both Federal and State officials.

C. The State is authorized to receive payment under this Agreement in accordance with the conditions and procedures specified in CPG 1-32, FEMA Financial Assistance Guidelines. The State's existing Letter of Credit (LOC) with FEMA shall be used for CCA funding. In the absence of a LOC, the State shall submit Standard Form 270, Request for Advance or Reimbursement,

to request advances and reimbursements. Procedures for the establishment and operation of a LOC are contained in FEMA Manual 2700.1, Letter of Credit Policies and Procedures, effective edition, (also included as Appendix A to the FEMA Financial Assistance Guidelines, CPG 1-32.)

#### Article VI. Reports

A. Reporting shall be in accordance with CPG 1-38, A FEMA Guide to the Comprehensive Cooperative Agreement, which prescribes the use of a computerized database in place of paper documents (for quarterly performance reports). All performance and financial reports, including the final performance report but excluding the final financial report, are due within 30 days after the end of each quarter.

B. All performance reports shall be made by updating progress information for each program using the Computerized Activities-Results List database. Reports are due within 30 days after the end of each quarter, including the fourth and final. Each report incorporates and supersedes the report prior to it. Any significant deviation of quantities completed for an output requires a narrative explanation to facilitate regional monitoring and technical assistance.

C. Financial reports shall use FEMA Form 20-10 and Standard Forms 272 and 272a. The final financial report, as well as other closeout information (including lists of publications produced), is due within 90 days after the end of the Fiscal Year. If a program has an end-date extended later than the end of the Fiscal Year, then a supplement to the final financial report must be submitted for that program within 90 days after the end of the performance period.

D. Specific management information requests or requirements stipulated in the Annual Program Requirements Annexes for individual programs shall be provided in addition to the performance and financial reports as prescribed above.

#### Article VII. Budget Revisions

Within each designated program, the State may transfer funds among cost categories (object class categories) subject to the following conditions:

A. Cumulative amounts not to exceed 20 percent of the total amount budgeted for a program may be transferred from any one object category to one or more other object categories, except

indirect cost, without prior approval and without restriction. (This 20 percent transfer applies only to previously approved object categories.)

B. Transfers in excess of 20 percent of the total amount budgeted for the program are permitted provided that the State notifies FEMA and that the FEMA Signatory Official does not disapprove of the transfer within 30 days after notification.

C. No transfers shall be made that result in failure to meet program objectives and management information requests or that are inconsistent with law and FEMA regulations.

#### Article VIII. Reprogramming and Reallocation

A. Funds awarded to the State for any program under this Agreement, which are determined to be surplus to the State's needs, may be deobligated by FEMA regions for possible reallocation to another State. Reprogramming of funds to another program is done by FEMA headquarters. The Regional Director has authority to reallocate funds within the same program from one State to another during the first 9 months of the fiscal year. This authority reverts to headquarters during the last 3 months of the fiscal year, starting July 1. The reallocation authority of the Regional Director does not apply, however, to any sums withheld from a State due to penalty or sanction.

B. At the end of each quarter except the final quarter, the State shall determine and inform the Regional Director of any surpluses or anticipated surpluses in funding that cannot or will not be used in completing work under the Agreement for each program. Similarly, the State shall report any deficiencies or anticipated deficiencies in funding needed to complete any Agreement objectives that cannot be met. Notification to the region on fund utilization is especially critical after the second quarter. If surpluses are desired to be used in another program area or for new initiatives, Article VIII.A. and Article XII. apply. This report shall, to the extent possible, be submitted with the quarterly financial and performance reports.

#### Article IX. Emergency Use of Resources

In accordance with the objectives of this Agreement, and in order to enhance State emergency management, including emergency response capability, any personnel, supplies, equipment, and facilities funded in whole or in part within this Agreement may be employed in emergency operations in connection with natural or technological disasters, without change in funding among programs, subject to the following conditions:

A. Such use shall not detract from, nor be allowed to prevent, accomplishment of the objectives set forth in the statement of work for the program activity under which those resources are funded.

B. The primary use of any resources funded under this Agreement shall be to accomplish the objectives of the program activity under which it is funded.

C. The temporary reassignment of personnel otherwise authorized by this Agreement must be justifiable because of an urgent need for staff or due to the occurrence of a natural disaster as defined in Section 3 (Definitions) of the Federal Civil Defense Act of 1950, as amended.

D. Expenses above the ordinary salary or normal program expense to support the resource (e.g., travel, per diem, etc.) must be paid by the emergency activity to which the resource is temporarily assigned.

E. No individual shall be hired or other resources acquired under this Agreement for the sole or principal purpose of use in an emergency or disaster.

F. Personnel supported under the Act in whole or in part through contributions may be assigned to emergency response operations for up to 30 days at the discretion of State officials, with extensions to longer periods upon request. The Regional Director may grant an extension up to 90 days. The Assistant Associate Director for Civil Defense may grant an extension up to 180 days. The Associate Director for State and Local Programs and Support may grant an extension to the end of the fiscal year. Disaster response work during such an extension period should be documented by amendment to the CCA as contributing to the comprehensive emergency management state of preparedness, which includes nuclear attack-related civil defense. For programs whose personnel are supported in whole under the Act, when work or objectives are altered due to such extension, the FEMA and State Signatory Officials may decrease the scope of work by amendment to the CCA.

G. An accounting audit trail must be maintained for any such use of resources.

H. In the event the recipient fails to comply with paragraphs A. through G, the Regional Director shall have the right to require that use of those resources be compensated by non-FEMA sources or to disallow such use of funds.



Article X. Nonperformance

A. In keeping with the concept of integrated emergency management and civil defense, a State is expected to participate in all programs for which funding is offered, unless extenuating circumstances warrant exclusion of a program or programs. Refusal of a State to participate in national security preparedness programs and activities, including nuclear attack preparedness programs and activities, or lack of accomplishment of objectives supporting these activities will constitute reason for withholding or withdrawal of civil defense funding, as determined by the Regional Director and the Director, FEMA.

B. Failure of the State to accomplish the objectives in the statements of work or failure to meet the reporting requirements set forth in Article VI above, may subject the State to the withholding of funds provided under this Agreement, or to collection of such funds already expended.

C. Failure of the State to accomplish the objectives in its statements of work or meet reporting requirements for the previous fiscal year may subject the State to a diminished or withheld award of funds provided under this Agreement, as determined by the Regional Director. The award of funds under this CCA is contingent upon successful completion of the previous year's CCA work. A recipient earns renewed stewardship of Federal funding by successfully completing previous stewardship assignments.

D. Any funds which become available to FEMA from the imposition of sanctions revert to FEMA headquarters.

Article XI. General FEMA Administrative/Regulatory Provisions

The State, for itself and any subgrantees, and FEMA agree to carry out program, administrative, and fiscal aspects of this Agreement in accordance with the policies and procedures in A FEMA Guide to the Comprehensive Cooperative Agreement, CPG 1-38; FEMA Financial Assistance Guidelines, CPG 1-32; CCA General Program Guidelines, CPG 1-3; and Administrative Guidelines for FEMA Assistance Programs, FEMA Manual 2100.2. Legal documents specified in the Annual Program Requirements are hereby incorporated by reference to the applicable programs.

Article XII. Amendments

A. State-initiated changes in the Agreement shall be submitted in accordance with CPG 1-32, FEMA Financial Guidelines, and CPG 1-38, A FEMA Guide to the Comprehensive Cooperative Agreement. The approved statement of work must be revised within the general scope of the pertinent Annual Program Requirements Annex,

along with written justification for the change. In addition, changes to the budget are to be submitted as a revision of the data on the Budget Information forms used for the original budget estimate (SF 424A or 424C). The FEMA Signatory Official uses the FEMA Form 76-10, Assistance Award/ Amendment, to offer proposed amendments to the State or to notify the State of approval of a State-initiated amendment. The FEMA Form 76-10 is also used to record and report all funding actions pertaining to the Agreement, and provides a summary of the status of funding as of the date of the most recent funding action.

B. FEMA reserves the right to deobligate funds already made available to the recipient through this instrument. This action may be necessary because of Federal funding cutbacks required by Federal deficit reduction legislation. All other remedies, however, will be exhausted before such deobligation is used.

#### Article XIII. Audit Provisions

The State is required to have an audit conducted in accordance with Public Law 98-502, the Single Audit Act of 1984. Implementation requirements of this law are established by the regulations in OMB Circular A-128. FEMA's implementing regulations appear at 44 CFR Part 14, Administration of Grants: Audits of State and Local Governments. OMB Circular A-128 provisions are set forth in Appendix A of 44 CFR Part 14.

#### Article XIV. Equal Opportunity in Preparedness

Emergency preparedness that discriminates, deliberately or inadvertently, against any person or group of persons on the basis of race, sex, age, handicap, language, or other condition by failing to provide for equitable protection, information, relief, and other assistance for all persons under the aegis of the State or local jurisdiction is acknowledged to be against the law. Planning, training, and other pertinent activities or products that discriminate shall not be acceptable as meeting the terms of this Agreement.

A. In particular, emergency planning, public information and resources shall address the special needs of the mentally or physically handicapped, the elderly, the illiterate, the non-English speaking, the institutional, and any other to whom standard preparedness provisions might not apply or suffice.

B. Affirmative effort shall be made to obtain participation from women, minorities and handicapped persons as well as the general public in consideration of preparedness measures, in the delivery of training, and in the implementation of emergency actions.

C. FEMA's equal opportunity checklist system reports State and local compliance with the emergency preparedness requirements of this Agreement. The CCA recipient agency is responsible for ensuring that the checklist is used according to instructions issued by and available from FEMA's Office of Equal Opportunity.

#### Article XV. Substantial Federal Involvement

The FEMA regional office is substantially involved in working with each State through its CCA from initiation to completion in: collaborating on development of statements of work; monitoring State performance to ensure timely, quality results; providing on-site visits, training, and technical assistance to States; and accepting or rejecting State work products or outputs. The FEMA national office is substantially involved in establishing program and financial policies and in managing and coordinating overall CCA process procedures and information.

#### Article XVI. Interagency Coordination

The State shall identify any Federal financial and technical assistance from a non-FEMA source which impacts on any FEMA-supported program. The State shall also explain any interrelationships between non-FEMA Federal sources and FEMA-supported programs on outputs or products being produced jointly. This information should be included by the State in the statement of work for any program to which it applies.

#### Article XVII. Use of Civil Defense Resources in National Security Crisis

A. In the event a national security crisis should arise, the Director, FEMA, may redirect State use of civil defense-supported resources under this Agreement to prepare against the crisis. The redirected resources are to be used in connection with a "surge" effort whereby national security preparedness resources could be vastly and rapidly increased. The Director may direct the manner of obligation of these resources consistent with overall civil defense national security objectives.

B. "Surge" resources can be unilaterally obligated to State and local governments by FEMA, in amounts specified by Congress, by assent of each State recipient to this Article. The amounts of funding for specific kinds of resources and any terms and conditions will be issued by the Director, FEMA. Negotiation and bilateral agreement may not be possible but will be considered if time permits.

Article XVIII. Certification of Drug-Free Workplace

Each State is required to complete FEMA Form 20-9A to certify compliance with 44 CFR, Part 17, the regulations implementing the Drug-Free Workplace Act of 1988. The regulations require certification by the recipient, prior to award, that a drug-free workplace will be maintained. False certification or violation of the certification shall be grounds for suspension of payments or suspension or termination of CCA.

Article XIX. Restrictions on Lobbying

- A. The New Restrictions on Lobbying, 44 CFR, Part 18, (55 Fed. Reg. 6736, February 26, 1990), prohibits recipients of Federal contracts, grants, loans, or cooperative agreements from using appropriated funds for lobbying, that is, paying any person to influence or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal 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. 44 CFR Section 18.100(a).

This regulation also requires that each person who requests or receives from any agency a Federal contract, grant, loan, or cooperative agreement disclose the payment of nonappropriated funds for the purpose of lobbying which would be prohibited if it were done with appropriated funds. 44 CFR Section 18.100(c).

- C. Each State which requests or receives a CCA shall:
1. Certify that it has not made, and will not make, any payment prohibited by 44 CFR Section 18.100(a); and
  2. Disclose whether it has made or agreed to make any payment using nonappropriated funds which would be prohibited by 44 CFR Section 18.100(a) if made with appropriated funds.
- D. The forms for such certification and disclosure are set forth in Appendices A and B of 44 CFR, Part 18. The certification form (44 CFR, Part 18, Appendix A) provides, "The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers...and that all subrecipients shall certify and disclose accordingly."

## ASSURANCES — NON-CONSTRUCTION PROGRAMS

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

I, the duly authorized representative of the applicant I certify that the applicant:

Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

AUG 30 1990

R-1  
Meeting Date AUG 2 1990

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Vacation of NW Reeder Road/Vacation No. 4980

BCC Informal August 7, 1990  
(date)

BCC Formal August 9, 1990  
(date)

DEPARTMENT Environmental Services

DIVISION Transportation Division

CONTACT ~~CMH~~ Dick Howard

TELEPHONE Ext. 3599

PERSON(S) MAKING PRESENTATION Dick Howard

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):

This is a resolution proposing vacation of right-of-way made surplus by relocation of NW Reeder Road at Dairy Creek, and setting a time and date for a hearing.

# 90-116 - HEARING SCHEDULED

FOR 9:30 am, 8/30/90

Sent 3 copies of Final order to  
Dick Howard on 8-30-90  
90-128

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

CLERK OF  
BOARD OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON  
1990 JUL 25 AM 10 00



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a	)	90-116
Portion of NW Reeder Road, known as	)	RESOLUTION NO. 4980
<u>County Road No. 1888.</u>	)	

WHEREAS, that portion of the said road hereinafter described is useless as a part of the general road system, burdensome to maintain, and the public will be benefitted by its vacation;

NOW, THEREFORE, the Board of County Commissioners does hereby resolve to institute proceedings for the vacation of that portion of NW Reeder Road, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said easterly right-of-way line, a distance of 135.71 feet; thence northwesterly along said easterly right-of-way line along a tangent curve to the left having a radius of 1,934.86 feet, the chord of which bears N 1°04'45" W, 252.53 feet, an arc distance of 252.71 feet; thence N 4°49'15" W along said easterly right-of-way line, a distance of 49.64 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the right, having a radius of 118.24 feet, the chord of which bears N 15°11'15" E, 80.91 feet, an arc distance of 82.58 feet; thence N 35°11'45" E along said easterly right-of-way line, a distance of 274.66 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the left having a radius of 204.05 feet, the chord of which bears N 12°57'45" E, 154.42 feet, an arc distance of 158.36 feet; thence N 9°16'15" W along said easterly right-of-way line, a distance of 374.28 feet to the point of beginning.



BE IT FURTHER RESOLVED by the Board of County Commissioners that the legal description and recorded owners of the lands adjacent to the portion of said road to be vacated are as follows:

Tax Lot 5/Section 26/T3N R1W W.M.

James E. Reeder/Trustee  
Earl L. Reeder and Ida M. Reeder  
26048 NW Reeder Road  
Portland, Oregon 97231

BE IT FURTHER RESOLVED that the 30th day of August, 1990, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, Portland, Oregon, be fixed as the time and place for the hearing in the matter of the vacation of said portion of NW Reeder Road, herein described; and

BE IT FURTHER RESOLVED that the County Engineer or his designee be notified of this resolution, and be hereby directed to give notice of such hearing in accordance with the provisions of ORS 368.411 and 368.416, and to examine said road and file a report with this Board, stating his opinion as to whether the road should be vacated.

Dated this 2nd day of August, 1990.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
GLADYS McCOY/Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By   
Chief Assistant County Counsel

1709W

In the Matter of the Vacation of a                 )  
Portion of NW Reeder Road, known as             ) NOTICE OF HEARING  
County Road No. 1888.                                 ) NO. 4980

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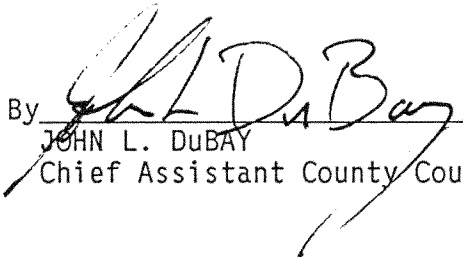
and will consider said report, together with the Resolution of the Board of County Commissioners, instituting said proceedings for the vacation of said portion of said road, hear any objections to the vacation, and determine whether or not said portion of said road shall be vacated.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
GLADYS McCOY/Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By   
JOHN L. DuBAY  
Chief Assistant County Counsel

1709W



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

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

August 2, 1990

Board of County Commissioners  
606 Courthouse  
1021 SW Fourth Avenue  
Portland, Oregon 97204

RE: Vacation of a Portion of NW Reeder Road  
County Road No. 1888/Vacation No. 4980  
(Vicinity of Dairy Creek)

Dear Commissioners:

This report is written in connection with the proposed vacation of a portion of NW Reeder Road, County Road No. 1888, described as follows:

A parcel of land in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said

easterly right-of-way line, a distance of 135.71 feet; thence northwesterly along said easterly right-of-way line along a tangent curve to the left having a radius of 1,934.86 feet, the chord of which bears N 1°04'45" W, 252.53 feet, an arc distance of 252.71 feet; thence N 4°49'15" W along said easterly right-of-way line, a distance of 49.64 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the right, having a radius of 118.24 feet, the chord of which bears N 15°11'15" E, 80.91 feet, an arc distance of 82.58 feet; thence N 35°11'45" E along said easterly right-of-way line, a distance of 274.66 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the left having a radius of 204.05 feet, the chord of which bears N 12°57'45" E, 154.42 feet, an arc distance of 158.36 feet; thence N 9°16'15" W along said easterly right-of-way line, a distance of 374.28 feet to the point of beginning.

This department has examined said road and the following is our report:

1. This proceeding involves the proposed vacation of portions of County Road No. 1888.
2. This road was established in 1952 and has been in continuous use until its realignment and reconstruction in 1988.
3. Since certain utility facilities remain within the area to be vacated, it will be necessary to reserve an easement for the existing utility facilities.
4. It is our opinion that it is not necessary to preserve this area as part of the road system and the public will be benefitted by this vacation.

Therefore, it is our recommendation that this road be vacated and that the Final Order be recorded in the Deed Records of Multnomah County, Oregon.

If the Board concurs in this matter, we further recommend that the date of August 30, 1990 be set to conduct a public hearing on this proposed vacation, to consider this report together with the Resolution and any objections that may be presented concerning vacation of this road.

We further recommend that the County Chair be authorized to execute the following attached documents:

Resolution No. 4980 and Notice of Hearing No. 4980.

Very truly yours,



LARRY F. NICHOLAS, P. E.  
County Engineer/Director

LFN/RTH/js  
Encls.  
1709W

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a       )  
Portion of NW Reeder Road, known as       )  
County Road No. 1888.                               )

ORDER OF FINAL VACATION  
NO. 4980

90-128

WHEREAS, by Resolution, on August 2, 1990, the Board of County Commissioners resolved to institute proceedings for the vacation of that portion of NW Reeder Road No. 1888, located in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, and fixed August 30, 1990, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, Portland, Oregon, as the time and place for the hearing on the said vacation and report and recommendation of the County Engineer, and

WHEREAS, the Affidavit of Richard T. Howard, Improvements Engineer, was filed showing that Notice of Hearing on the said vacation and report as aforesaid was given by posting in three public and conspicuous places in the vicinity of the road sought to be vacated, and in the lobby of the Multnomah County Courthouse, and that Notice of Hearing was directed by certified mail to each person owning property immediately adjoining the road to be vacated; and

WHEREAS, such hearing was held and no written or oral objections were filed or heard; and

WHEREAS, the vacation would be in the public interest, and the Board being duly advised in the premises, it is

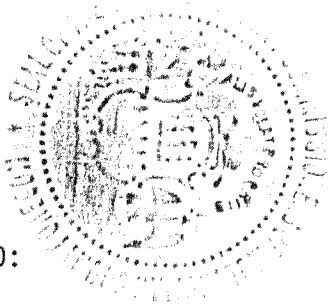
ORDERED, that that portion of NW Reeder Road No. 1888, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said

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be and the same is hereby vacated as a county road and dedicated street, subject to the following conditions:

- (1) That the County Counsel finds all documents concerning this proceeding to be in proper legal form and meeting all the requirements of the Oregon Revised Statutes.
- (2) That the executed Order of Final Vacation be recorded and returned to the Transportation Division of the Department of Environmental Services.
- (3) That an easement shall be reserved in the area to be vacated for any existing public utility whose facilities now exist within that right-of-way, so long as those facilities remain within that right-of-way.
- (4) That the vacation shall become effective on the date of recording in the Deed Records of Multnomah County, Oregon.

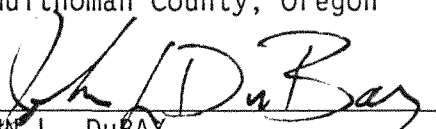


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
GLADYS McCOY, Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By   
JOHN L. DuBAY  
Chief Assistant County Counsel

In the Matter of the Vacation of a )  
Portion of NW Reeder Road, known as )  
County Road No. 1888. )

AFFIDAVIT NO. 4980

STATE OF OREGON )  
 ) ss  
County of Multnomah )

I, Richard T. Howard, being first duly sworn upon oath, depose and say: That I am the Improvements Engineer for the Department of Environmental Services for Multnomah County, Oregon; that at the request of the Board of County Commissioners of Multnomah County, I did on the 8th day of August, 1990, give notice by advertisement of the above entitled vacation proceedings, by personally posting notices thereof at the place of holding the County Commissioners Court, and also at three public places in the vicinity of the road proposed to be vacated as follows:

1. On Bulletin Board in lobby of Multnomah County Courthouse.
2. PGE Pole No. 339 on N.W. Reeder Road near south end of proposed vacation.
3. PGE Pole No. 340 on N.W. Reeder Road near east bank of Dairy Creek.
4. PGE Pole No. 33 on N.W. Reeder Road near end of proposed vacation.


That said notices consisted of true copies of the Notice of Hearing on Resolution to vacate road by said Board of County Commissioners, adopted and recorded in the above entitles proceedings, a copy of said notice as posted being attached hereto and made a part of this affidavit; that each and all of said notices were so posted by me on the said date in public and conspicuous places, and in such manner as to be easily read by passersby.

That the legal description and recorded owners owning property immediately adjoining the portion of said road to be vacated are as follows:

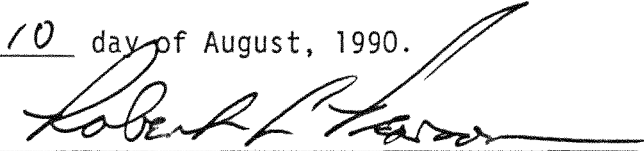
Tax Lot 5/Section 26/T3N R1W, W.M.

James E. Reeder/Trustee  
Earl L. Reeder/Ida M. Reeder  
26048 NW Reeder Road  
Portland, Oregon 97231

That a copy of the Notice of Hearing was directed, by certified mail, to each person owning property adjoining the road to be vacated.

  
RICHARD T. HOWARD  
Improvements Engineer  
Dept. of Environmental Services

Subscribed and sworn to before me this 10 day of August, 1990.

  
Notary Public for Oregon  
My Commission expires 3-9-94



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a       )  
Portion of NW Reeder Road, known as       )  
County Road No. 1888.                               )

ORDER OF FINAL VACATION  
NO. 4980

90-128

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WHEREAS, such hearing was held and no written or oral objections were filed or heard; and

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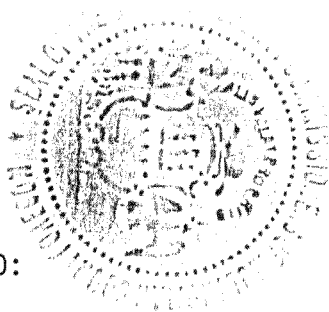
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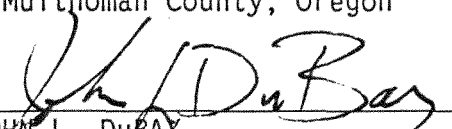


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
GLADYS McCOY, Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By   
JOHN L. DuBAY  
Chief Assistant County Counsel

In the Matter of the Vacation of a )  
Portion of NW Reeder Road, known as )  
County Road No. 1888. )

AFFIDAVIT NO. 4980

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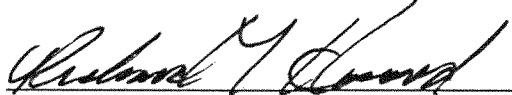
That said notices consisted of true copies of the Notice of Hearing on Resolution to vacate road by said Board of County Commissioners, adopted and recorded in the above entitles proceedings, a copy of said notice as posted being attached hereto and made a part of this affidavit; that each and all of said notices were so posted by me on the said date in public and conspicuous places, and in such manner as to be easily read by passersby.

That the legal description and recorded owners owning property immediately adjoining the portion of said road to be vacated are as follows:

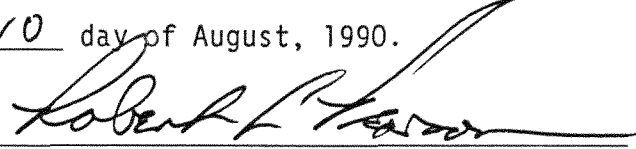
Tax Lot 5/Section 26/T3N R1W, W.M.

James E. Reeder/Trustee  
Earl L. Reeder/Ida M. Reeder  
26048 NW Reeder Road  
Portland, Oregon 97231

That a copy of the Notice of Hearing was directed, by certified mail, to each person owning property adjoining the road to be vacated.

  
RICHARD T. HOWARD  
Improvements Engineer  
Dept. of Environmental Services

Subscribed and sworn to before me this 10 day of August, 1990.

  
Notary Public for Oregon  
My Commission expires 3-9-94

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a       )  
Portion of NW Reeder Road, known as       )  
County Road No. 1888.                               )

ORDER OF FINAL VACATION  
NO. 4980

90-128

WHEREAS, by Resolution, on August 2, 1990, the Board of County Commissioners resolved to institute proceedings for the vacation of that portion of NW Reeder Road No. 1888, located in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, and fixed August 30, 1990, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, Portland, Oregon, as the time and place for the hearing on the said vacation and report and recommendation of the County Engineer, and

WHEREAS, the Affidavit of Richard T. Howard, Improvements Engineer, was filed showing that Notice of Hearing on the said vacation and report as aforesaid was given by posting in three public and conspicuous places in the vicinity of the road sought to be vacated, and in the lobby of the Multnomah County Courthouse, and that Notice of Hearing was directed by certified mail to each person owning property immediately adjoining the road to be vacated; and

WHEREAS, such hearing was held and no written or oral objections were filed or heard; and

WHEREAS, the vacation would be in the public interest, and the Board being duly advised in the premises, it is

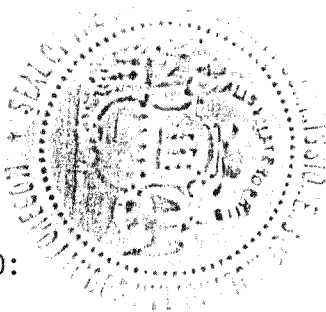
ORDERED, that that portion of NW Reeder Road No. 1888, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said

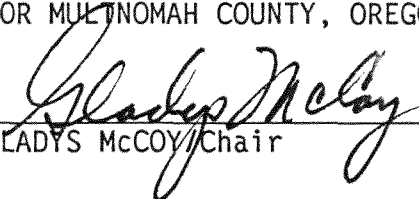
easterly right-of-way line, a distance of 135.71 feet; thence northwesterly along said easterly right-of-way line along a tangent curve to the left having a radius of 1,934.86 feet, the chord of which bears N 1°04'45" W, 252.53 feet, an arc distance of 252.71 feet; thence N 4°49'15" W along said easterly right-of-way line, a distance of 49.64 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the right, having a radius of 118.24 feet, the chord of which bears N 15°11'15" E, 80.91 feet, an arc distance of 82.58 feet; thence N 35°11'45" E along said easterly right-of-way line, a distance of 274.66 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the left having a radius of 204.05 feet, the chord of which bears N 12°57'45" E, 154.42 feet, an arc distance of 158.36 feet; thence N 9°16'15" W along said easterly right-of-way line, a distance of 374.28 feet to the point of beginning.

be and the same is hereby vacated as a county road and dedicated street, subject to the following conditions:

- (1) That the County Counsel finds all documents concerning this proceeding to be in proper legal form and meeting all the requirements of the Oregon Revised Statutes.
- (2) That the executed Order of Final Vacation be recorded and returned to the Transportation Division of the Department of Environmental Services.
- (3) That an easement shall be reserved in the area to be vacated for any existing public utility whose facilities now exist within that right-of-way, so long as those facilities remain within that right-of-way.
- (4) That the vacation shall become effective on the date of recording in the Deed Records of Multnomah County, Oregon.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
GLADYS McCOY, Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By

  
JOHN L. DuBAY

Chief Assistant County Counsel

In the Matter of the Vacation of a )  
Portion of NW Reeder Road, known as )  
County Road No. 1888. )

AFFIDAVIT NO. 4980

STATE OF OREGON )  
 ) ss  
County of Multnomah )

I, Richard T. Howard, being first duly sworn upon oath, depose and say: That I am the Improvements Engineer for the Department of Environmental Services for Multnomah County, Oregon; that at the request of the Board of County Commissioners of Multnomah County, I did on the 8th day of August, 1990, give notice by advertisement of the above entitled vacation proceedings, by personally posting notices thereof at the place of holding the County Commissioners Court, and also at three public places in the vicinity of the road proposed to be vacated as follows:

1. On Bulletin Board in lobby of Multnomah County Courthouse.
2. PGE Pole No. 339 on N.W. Reeder Road near south end of proposed vacation.
3. PGE Pole No. 340 on N.W. Reeder Road near east bank of Dairy Creek.
4. PGE Pole No. 33 on N.W. Reeder Road near end of proposed vacation.


That said notices consisted of true copies of the Notice of Hearing on Resolution to vacate road by said Board of County Commissioners, adopted and recorded in the above entitles proceedings, a copy of said notice as posted being attached hereto and made a part of this affidavit; that each and all of said notices were so posted by me on the said date in public and conspicuous places, and in such manner as to be easily read by passersby.

That the legal description and recorded owners owning property immediately adjoining the portion of said road to be vacated are as follows:

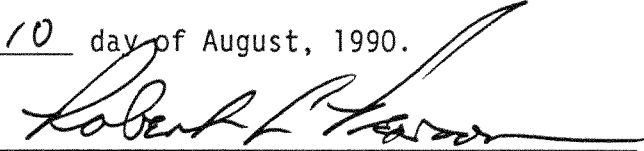
Tax Lot 5/Section 26/T3N R1W, W.M.

James E. Reeder/Trustee  
Earl L. Reeder/Ida M. Reeder  
26048 NW Reeder Road  
Portland, Oregon 97231

That a copy of the Notice of Hearing was directed, by certified mail, to each person owning property adjoining the road to be vacated.

  
RICHARD T. HOWARD  
Improvements Engineer  
Dept. of Environmental Services

Subscribed and sworn to before me this 10 day of August, 1990.

  
Notary Public for Oregon  
My Commission expires 3-9-94

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a       )  
Portion of NW Reeder Road, known as       )  
County Road No. 1888.                       )

ORDER OF FINAL VACATION  
NO. 4980

90-128

WHEREAS, by Resolution, on August 2, 1990, the Board of County Commissioners resolved to institute proceedings for the vacation of that portion of NW Reeder Road No. 1888, located in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, and fixed August 30, 1990, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, Portland, Oregon, as the time and place for the hearing on the said vacation and report and recommendation of the County Engineer, and

WHEREAS, the Affidavit of Richard T. Howard, Improvements Engineer, was filed showing that Notice of Hearing on the said vacation and report as aforesaid was given by posting in three public and conspicuous places in the vicinity of the road sought to be vacated, and in the lobby of the Multnomah County Courthouse, and that Notice of Hearing was directed by certified mail to each person owning property immediately adjoining the road to be vacated; and

WHEREAS, such hearing was held and no written or oral objections were filed or heard; and

WHEREAS, the vacation would be in the public interest, and the Board being duly advised in the premises, it is

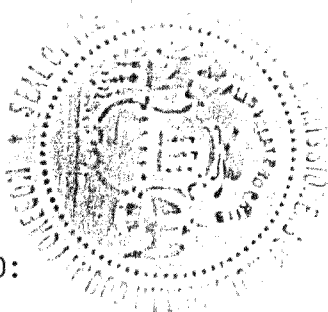
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be and the same is hereby vacated as a county road and dedicated street, subject to the following conditions:

- (1) That the County Counsel finds all documents concerning this proceeding to be in proper legal form and meeting all the requirements of the Oregon Revised Statutes.
- (2) That the executed Order of Final Vacation be recorded and returned to the Transportation Division of the Department of Environmental Services.
- (3) That an easement shall be reserved in the area to be vacated for any existing public utility whose facilities now exist within that right-of-way, so long as those facilities remain within that right-of-way.
- (4) That the vacation shall become effective on the date of recording in the Deed Records of Multnomah County, Oregon.



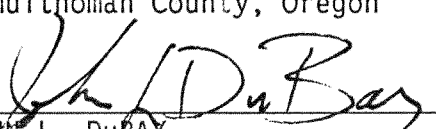
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
GLADYS McCOY, Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By

  
JOHN L. DuBAY

Chief Assistant County Counsel



In the Matter of the Vacation of a )  
Portion of NW Reeder Road, known as )  
County Road No. 1888. )

AFFIDAVIT NO. 4980

STATE OF OREGON )  
 ) ss  
County of Multnomah )

I, Richard T. Howard, being first duly sworn upon oath, depose and say: That I am the Improvements Engineer for the Department of Environmental Services for Multnomah County, Oregon; that at the request of the Board of County Commissioners of Multnomah County, I did on the 8th day of August, 1990, give notice by advertisement of the above entitled vacation proceedings, by personally posting notices thereof at the place of holding the County Commissioners Court, and also at three public places in the vicinity of the road proposed to be vacated as follows:

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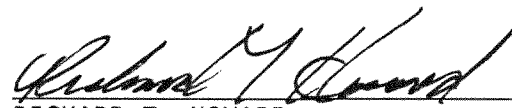
That said notices consisted of true copies of the Notice of Hearing on Resolution to vacate road by said Board of County Commissioners, adopted and recorded in the above entitled proceedings, a copy of said notice as posted being attached hereto and made a part of this affidavit; that each and all of said notices were so posted by me on the said date in public and conspicuous places, and in such manner as to be easily read by passersby.

That the legal description and recorded owners owning property immediately adjoining the portion of said road to be vacated are as follows:

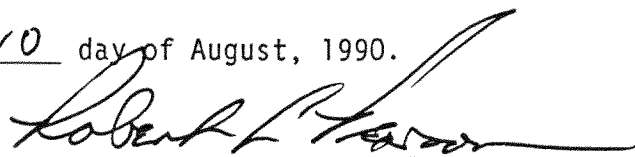
Tax Lot 5/Section 26/T3N R1W, W.M.

James E. Reeder/Trustee  
Earl L. Reeder/Ida M. Reeder  
26048 NW Reeder Road  
Portland, Oregon 97231

That a copy of the Notice of Hearing was directed, by certified mail, to each person owning property adjoining the road to be vacated.

  
\_\_\_\_\_  
RICHARD T. HOWARD  
Improvements Engineer  
Dept. of Environmental Services

Subscribed and sworn to before me this 10 day of August, 1990.

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires 3-9-94

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a  
Portion of NW Reeder Road, known as  
County Road No. 1888.

)  
)  
)

NOTICE OF HEARING  
NO. 4980

NOTICE IS HEREBY GIVEN that on the 30th day of August, 1990, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, in the city of Portland, county of Multnomah, state of Oregon, the Board of County Commissioners will hold a hearing on the report of the County Engineer, recommending the vacation of that portion of said NW Reeder Road, described as follows:

A parcel of land in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said easterly right-of-way line, a distance of 135.71 feet; thence northwesterly along said easterly right-of-way line along a tangent curve to the left having a radius of 1,934.86 feet, the chord of which bears N 1°04'45" W, 252.53 feet, an arc distance of 252.71 feet; thence N 4°49'15" W along said easterly right-of-way line, a distance of 49.64 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the right, having a radius of 118.24 feet, the chord of which bears N 15°11'15" E, 80.91 feet, an arc distance of 82.58 feet; thence N 35°11'45" E along said easterly right-of-way line, a distance of 274.66 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the left having a radius of 204.05 feet, the chord of which bears N 12°57'45" E, 154.42 feet, an arc distance of 158.36 feet; thence N 9°16'15" W along said easterly right-of-way line, a distance of 374.28 feet to the point of beginning.

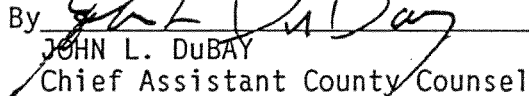
and will consider said report, together with the Resolution of the Board of County Commissioners, instituting said proceedings for the vacation of said portion of said road, hear any objections to the vacation, and determine whether or not said portion of said road shall be vacated.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
GLADYS McCOY/Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By   
JOHN L. DuBAY  
Chief Assistant County Counsel

1709W

Board of County Commissioners  
606 Courthouse  
1021 SW Fourth Avenue  
Portland, Oregon 97204

RE: Vacation of a Portion of NW Reeder Road  
County Road No. 1888/Vacation No. 4980  
(Vicinity of Dairy Creek)

Dear Commissioners:

This report is written in connection with the proposed vacation of a portion of NW Reeder Road, County Road No. 1888, described as follows:

A parcel of land in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said

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This department has examined said road and the following is our report:

1. This proceeding involves the proposed vacation of portions of County Road No. 1888.
2. This road was established in 1952 and has been in continuous use until its realignment and reconstruction in 1988.
3. Since certain utility facilities remain within the area to be vacated, it will be necessary to reserve an easement for the existing utility facilities.
4. It is our opinion that it is not necessary to preserve this area as part of the road system and the public will be benefitted by this vacation.

Therefore, it is our recommendation that this road be vacated and that the Final Order be recorded in the Deed Records of Multnomah County, Oregon.

If the Board concurs in this matter, we further recommend that the date of August 30, 1990 be set to conduct a public hearing on this proposed vacation, to consider this report together with the Resolution and any objections that may be presented concerning vacation of this road.

We further recommend that the County Chair be authorized to execute the following attached documents:

Resolution No. 4980 and Notice of Hearing No. 4980.

Very truly yours,

Original signed by:

LARRY F. NICHOLAS, P. E.  
County Engineer/Director

LFN/RTH/js  
Encls.  
1709W

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a )  
Portion of NW Reeder Road, known as )  
County Road No. 1888. )

ORDER OF FINAL VACATION  
NO. 4980

WHEREAS, by Resolution, on August 2, 1990, the Board of County Commissioners resolved to institute proceedings for the vacation of that portion of NW Reeder Road No. 1888, located in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, and fixed August 30, 1990, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, Portland, Oregon, as the time and place for the hearing on the said vacation and report and recommendation of the County Engineer, and

WHEREAS, the Affidavit of Richard T. Howard, Improvements Engineer, was filed showing that Notice of Hearing on the said vacation and report as aforesaid was given by posting in three public and conspicuous places in the vicinity of the road sought to be vacated, and in the lobby of the Multnomah County Courthouse, and that Notice of Hearing was directed by certified mail to each person owning property immediately adjoining the road to be vacated; and

WHEREAS, such hearing was held and no written or oral objections were filed or heard; and

WHEREAS, the vacation would be in the public interest, and the Board being duly advised in the premises, it is

ORDERED, that that portion of NW Reeder Road No. 1888, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said

Order of Final Vacation  
NW Reeder Road No. 1888  
Page 2

easterly right-of-way line, a distance of 135.71 feet; thence northwesterly along said easterly right-of-way line along a tangent curve to the left having a radius of 1,934.86 feet, the chord of which bears N 1°04'45" W, 252.53 feet, an arc distance of 252.71 feet; thence N 4°49'15" W along said easterly right-of-way line, a distance of 49.64 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the right, having a radius of 118.24 feet, the chord of which bears N 15°11'15" E, 80.91 feet, an arc distance of 82.58 feet; thence N 35°11'45" E along said easterly right-of-way line, a distance of 274.66 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the left having a radius of 204.05 feet, the chord of which bears N 12°57'45" E, 154.42 feet, an arc distance of 158.36 feet; thence N 9°16'15" W along said easterly right-of-way line, a distance of 374.28 feet to the point of beginning.

be and the same is hereby vacated as a county road and dedicated street, subject to the following conditions:

- (1) That the County Counsel finds all documents concerning this proceeding to be in proper legal form and meeting all the requirements of the Oregon Revised Statutes.
- (2) That the executed Order of Final Vacation be recorded and returned to the Transportation Division of the Department of Environmental Services.
- (3) That an easement shall be reserved in the area to be vacated for any existing public utility whose facilities now exist within that right-of-way, so long as those facilities remain within that right-of-way.
- (4) That the vacation shall become effective on the date of recording in the Deed Records of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

GLADYS McCOY/Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By \_\_\_\_\_  
JOHN L. DuBAY  
Chief Assistant County Counsel



In the Matter of the Vacation of a )  
Portion of NW Reeder Road, known as )  
County Road No. 1888. )

AFFIDAVIT NO. 4980

STATE OF OREGON )  
 ) ss  
County of Multnomah )

I, Richard T. Howard, being first duly sworn upon oath, depose and say: That I am the Improvements Engineer for the Department of Environmental Services for Multnomah County, Oregon; that at the request of the Board of County Commissioners of Multnomah County, I did on the 8th day of August, 1990, give notice by advertisement of the above entitled vacation proceedings, by personally posting notices thereof at the place of holding the County Commissioners Court, and also at three public places in the vicinity of the road proposed to be vacated as follows:

1. On Bulletin Board in lobby of Multnomah County Courthouse.
2. PGE Pole No. 339 on N.W. Reeder Road near south end of proposed vacation.
3. PGE Pole No. 340 on N.W. Reeder Road near east bank of Dairy Creek.
4. PGE Pole No. 33 on N.W. Reeder Road near end of proposed vacation.


That said notices consisted of true copies of the Notice of Hearing on Resolution to vacate road by said Board of County Commissioners, adopted and recorded in the above entitles proceedings, a copy of said notice as posted being attached hereto and made a part of this affidavit; that each and all of said notices were so posted by me on the said date in public and conspicuous places, and in such manner as to be easily read by passersby.

That the legal description and recorded owners owning property immediately adjoining the portion of said road to be vacated are as follows:

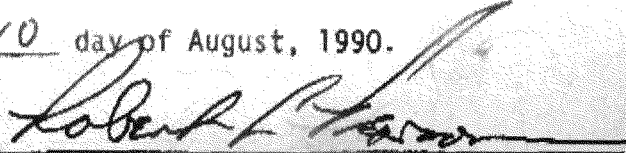
Tax Lot 5/Section 26/T3N R1W, W.M.

James E. Reeder/Trustee  
Earl L. Reeder/Ida M. Reeder  
26048 NW Reeder Road  
Portland, Oregon 97231

That a copy of the Notice of Hearing was directed, by certified mail, to each person owning property adjoining the road to be vacated.

  
RICHARD T. HOWARD  
Improvements Engineer  
Dept. of Environmental Services

Subscribed and sworn to before me this 10 day of August, 1990.

  
Notary Public for Oregon  
My Commission expires 3-9-94



Board of County Commissioners  
606 Courthouse  
1021 SW Fourth Avenue  
Portland, Oregon 97204

RE: Vacation of a Portion of NW Reeder Road  
County Road No. 1888/Vacation No. 4980  
(Vicinity of Dairy Creek)

Dear Commissioners:

This report is written in connection with the proposed vacation of a portion of NW Reeder Road, County Road No. 1888, described as follows:

A parcel of land in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said

easterly right-of-way line, a distance of 135.71 feet; thence northwesterly along said easterly right-of-way line along a tangent curve to the left having a radius of 1,934.86 feet, the chord of which bears N 1°04'45" W, 252.53 feet, an arc distance of 252.71 feet; thence N 4°49'15" W along said easterly right-of-way line, a distance of 49.64 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the right, having a radius of 118.24 feet, the chord of which bears N 15°11'15" E, 80.91 feet, an arc distance of 82.58 feet; thence N 35°11'45" E along said easterly right-of-way line, a distance of 274.66 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the left having a radius of 204.05 feet, the chord of which bears N 12°57'45" E, 154.42 feet, an arc distance of 158.36 feet; thence N 9°16'15" W along said easterly right-of-way line, a distance of 374.28 feet to the point of beginning.

This department has examined said road and the following is our report:

1. This proceeding involves the proposed vacation of portions of County Road No. 1888.
2. This road was established in 1952 and has been in continuous use until its realignment and reconstruction in 1988.
3. Since certain utility facilities remain within the area to be vacated, it will be necessary to reserve an easement for the existing utility facilities.
4. It is our opinion that it is not necessary to preserve this area as part of the road system and the public will be benefitted by this vacation.

Therefore, it is our recommendation that this road be vacated and that the Final Order be recorded in the Deed Records of Multnomah County, Oregon.

If the Board concurs in this matter, we further recommend that the date of August 30, 1990 be set to conduct a public hearing on this proposed vacation, to consider this report together with the Resolution and any objections that may be presented concerning vacation of this road.

We further recommend that the County Chair be authorized to execute the following attached documents:

Resolution No. 4980 and Notice of Hearing No. 4980.

Very truly yours,

Original signed by:

LARRY F. NICHOLAS, P. E.  
County Engineer/Director

LFN/RTH/js  
Encls.  
1709W

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Vacation of a )  
Portion of NW Reeder Road, known as )  
County Road No. 1888. )

ORDER OF FINAL VACATION  
NO. 4980

WHEREAS, by Resolution, on August 2, 1990, the Board of County Commissioners resolved to institute proceedings for the vacation of that portion of NW Reeder Road No. 1888, located in Section 26, T3N, R1W, W.M., in Multnomah County, Oregon, and fixed August 30, 1990, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, Portland, Oregon, as the time and place for the hearing on the said vacation and report and recommendation of the County Engineer, and

WHEREAS, the Affidavit of Richard T. Howard, Improvements Engineer, was filed showing that Notice of Hearing on the said vacation and report as aforesaid was given by posting in three public and conspicuous places in the vicinity of the road sought to be vacated, and in the lobby of the Multnomah County Courthouse, and that Notice of Hearing was directed by certified mail to each person owning property immediately adjoining the road to be vacated; and

WHEREAS, such hearing was held and no written or oral objections were filed or heard; and

WHEREAS, the vacation would be in the public interest, and the Board being duly advised in the premises, it is

ORDERED, that that portion of NW Reeder Road No. 1888, described as follows:

Beginning at a point on the easterly right-of-way line of Reeder Road, County Road No. 1888, said point being 25.00 feet easterly of, when measured at right angles, engineers centerline Station 72+44.94 P.O.T.; thence southwesterly along a tangent curve to the right, having a radius of 725.00 feet, the chord of which bears S 1°25'51" W, 269.26 feet, an arc distance of 270.83 feet to a point in the westerly right-of-way line of said Reeder Road; thence S 9°16'15" E along said westerly right-of-way line, a distance of 109.70 feet; thence southwesterly along said westerly right-of-way line along a tangent curve to the right, having a radius of 154.05 feet, the chord of which bears S 12°57'45" W, 116.58 feet, an arc distance of 119.56 feet; thence S 35°11'45" W along said westerly right-of-way line 230.66 feet to a point which is 25.00 feet northwesterly of, when measured at right angles, engineer's centerline Station 65+01.04, P.O.T.; said Reeder Road, County Road No. 1888; thence southwesterly along a non-tangent curve to the left having a radius of 675.00 feet, the chord of which bears S 5°45'31" W, 240.99 feet, an arc distance of 242.29 feet; thence S 4°31'28" E, a distance of 248.50 feet; thence southeasterly along a tangent curve to the right, having a radius of 741.20 feet, the chord of which bears S 0°55'52" E, 92.90 feet, an arc distance of 92.97 feet to a point on the easterly right-of-way line of said Reeder Road, said point being 25.00 feet easterly of, when measured at right angles, engineer's centerline Station 59+22.21 E.C.; thence N 2°39'45" E along said

Order of Final Vacation  
NW Reeder Road No. 1888  
Page 2

easterly right-of-way line, a distance of 135.71 feet; thence northwesterly along said easterly right-of-way line along a tangent curve to the left having a radius of 1,934.86 feet, the chord of which bears N 1°04'45" W, 252.53 feet, an arc distance of 252.71 feet; thence N 4°49'15" W along said easterly right-of-way line, a distance of 49.64 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the right, having a radius of 118.24 feet, the chord of which bears N 15°11'15" E, 80.91 feet, an arc distance of 82.58 feet; thence N 35°11'45" E along said easterly right-of-way line, a distance of 274.66 feet; thence northeasterly along said easterly right-of-way line along a tangent curve to the left having a radius of 204.05 feet, the chord of which bears N 12°57'45" E, 154.42 feet, an arc distance of 158.36 feet; thence N 9°16'15" W along said easterly right-of-way line, a distance of 374.28 feet to the point of beginning.

be and the same is hereby vacated as a county road and dedicated street, subject to the following conditions:

- (1) That the County Counsel finds all documents concerning this proceeding to be in proper legal form and meeting all the requirements of the Oregon Revised Statutes.
- (2) That the executed Order of Final Vacation be recorded and returned to the Transportation Division of the Department of Environmental Services.
- (3) That an easement shall be reserved in the area to be vacated for any existing public utility whose facilities now exist within that right-of-way, so long as those facilities remain within that right-of-way.
- (4) That the vacation shall become effective on the date of recording in the Deed Records of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

GLADYS McCOY/Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

By JOHN L. DuBAY  
Chief Assistant County Counsel

In the Matter of the Vacation of a )  
Portion of NW Reeder Road, known as )  
County Road No. 1888. )

AFFIDAVIT NO. 4980

STATE OF OREGON )  
 ) ss  
County of Multnomah )

I, Richard T. Howard, being first duly sworn upon oath, depose and say: That I am the Improvements Engineer for the Department of Environmental Services for Multnomah County, Oregon; that at the request of the Board of County Commissioners of Multnomah County, I did on the 8th day of August, 1990, give notice by advertisement of the above entitled vacation proceedings, by personally posting notices thereof at the place of holding the County Commissioners Court, and also at three public places in the vicinity of the road proposed to be vacated as follows:

1. On Bulletin Board in lobby of Multnomah County Courthouse.
2. PGE Pole No. 339 on N.W. Reeder Road near south end of proposed vacation.
3. PGE Pole No. 340 on N.W. Reeder Road near east bank of Dairy Creek.
4. PGE Pole No. 33 on N.W. Reeder Road near end of proposed vacation.


That said notices consisted of true copies of the Notice of Hearing on Resolution to vacate road by said Board of County Commissioners, adopted and recorded in the above entitled proceedings, a copy of said notice as posted being attached hereto and made a part of this affidavit; that each and all of said notices were so posted by me on the said date in public and conspicuous places, and in such manner as to be easily read by passersby.

That the legal description and recorded owners owning property immediately adjoining the portion of said road to be vacated are as follows:

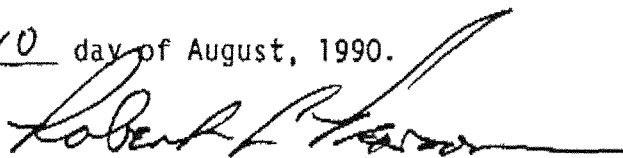
Tax Lot 5/Section 26/T3N RIW, W.M.

James E. Reeder/Trustee  
Earl L. Reeder/Ida M. Reeder  
26048 NW Reeder Road  
Portland, Oregon 97231

That a copy of the Notice of Hearing was directed, by certified mail, to each person owning property adjoining the road to be vacated.

  
RICHARD T. HOWARD  
Improvements Engineer  
Dept. of Environmental Services

Subscribed and sworn to before me this 10 day of August, 1990.

  
Notary Public for Oregon  
My Commission expires 3-9-94

1709W

FROM: MULT. COUNTY (YEON) T-232 P.02

TO: COMMISSIONERS AUG 22 10:45 1990

Date Submitted 8/20/90

Meeting Date **AUG 30 1990**  
Agenda No. **R-2**

**REQUEST FOR PLACEMENT ON THE AGENDA**

Subject **Revision of 1990-91 Adopted Budget**

Informal Only

Formal Only **8/30/90**

DEPARTMENT **General Services**

DIVISION **Planning & Budget**

CONTACT **David Warren**

TELEPHONE **248-3822**

**Brief Summary**

**Reduce Fleet Fund Contingency by \$280,908 to comply with state law limiting increases at the time of adopting a budget to 10% of a fund.**

**When the 1990-91 Budget was adopted, three funds increased more than 10%. Two of the funds are exempt from the 10% limitation. The Fleet Fund is not. The reduction in Fleet Fund Contingency is not expected to affect Fleet Fund operations.**

Action Requested:

☐ Information Only ☐ Preliminary Approval ☐ Policy Direction ☒ Approval

Estimated Time Needed on Agenda **3 Minutes**

**IMPACT:**

☐ Personnel  
☒ Fiscal/Budgetary  
☐ General Fund  
☐ Other

*Sent 3 copies of Order to  
Dave Warren on 8-30-90.*

*90-128*

CLERK OF  
COUNTY  
OREGON

1990 AUG 21 AM 11:53

**SIGNATURES**

Department Manager

Budget/Personnel

County Counsel

Other

*[Handwritten signatures: Linda D. Pauley, Sharon Cordwell, Jack DuBay]*

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

In the Matter of the Amending Resolution 90-95 )  
Adopting the 1990-91 Budget for Multnomah County, )  
Oregon, for the Fiscal Year July 1, 1990, )  
to June 30, 1991, and Making the Appropriations )  
thereunder, Pursuant to ORS 294.435 )

RESOLUTION  
90-129

WHEREAS on June 28, 1990 the Board of County Commissioners adopted the 1990-91 Budget for Multnomah County, and

WHEREAS ORS 294.435 limits increases in requirements within funds to no more than 10 percent at the time of adoption, and

WHEREAS requirements in three funds were amended at the time of adoption and increased more than the 10 percent permitted by ORS 294.435 as follows:

FUND	Approved Budget	Adopted Budget	Percent Change
Federal/State	96,857,421	107,549,928	11.00%
Tax Title Fund	541,150	900,000	66.30%
Fleet Fund	3,964,270	4,641,605	17.10%

and,

WHEREAS the increase in the Federal/State Fund includes \$5,210,388 of revenue from the State Mental Health Umbrella Grant which is exempted from compliance with Local Budget Law by ORS 294.326 (2) because it is given in trust for specific purposes, and the remaining changes in the Federal State Fund do not exceed the 10 percent increase allowed by ORS 294.438, and

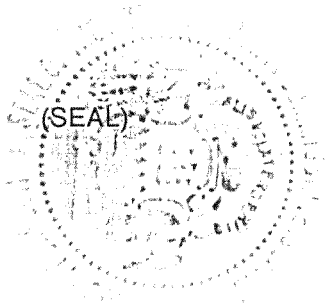
WHEREAS the Tax Title Land Sales Trust Fund is a special purpose trust funds at the disposal of municipal corporations exempted from compliance with Local Budget Law by ORS 294.326 (2),

NOW, THEREFORE, BE IT RESOLVED that the requirements of the Fleet Fund in the Adopted 1990-91 Budget are hereby reduced to comply with ORS 294.435 by removing \$280,908 from the Fleet Fund Contingency Account, and,

BE IT FURTHER RESOLVED that the appropriations in the Adopted 1990-91 Budget for the Fleet Fund are:

Personal Services	1,132,515
Materials and Services	1,072,499
Capital Outlay	1,736,500
Subtotal	3,941,514
Contingency	419,183
Total Requirements	4,360,697

ADOPTED this 30th day of August, 1990.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Gladys McCray  
Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

Laurence Kessel  
County Counsel



Meeting Date: AUG 30 1990

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Requesting a County Voters' Pamphlet for November 6, 1990

BCC Informal \_\_\_\_\_ (date) BCC Formal August 30, 1990 (date)

DEPARTMENT General Services DIVISION Elections

CONTACT Vicki Ervin TELEPHONE 248-3720

PERSON(S) MAKING PRESENTATION Vicki Ervin

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

The Board, in Ordinance 659, requested that the 7 referred ballot measures for the November 6, 1990 general election appear in the state's voters' pamphlet.

Since challenges to any of the ballot titles might mean that we could not meet the deadline to file those measures in the state pamphlet, this resolution would allow any affected measures to appear in a county voters' pamphlet.

(If space is inadequate, please use other side)

SIGNATURES:

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

OR

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

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1990 AUG 23 PM 4: 09  
MULTNOMAH COUNTY  
OREGON

Waiting  
for [unclear]  
8-28-90  
Original

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the matter of Requesting a ) RESOLUTION AND ORDER  
County Voters' Pamphlet for )  
the November 6, 1990 General )  
Election )

WHEREAS, The Board of County Commissioners believes it is in the best interest of the voters of the County to have ballot information appear in the voters' pamphlet; and

WHEREAS, litigation was filed challenging the ballot titles for certain measures that would amend the Home Rule Charter; and

WHEREAS, the above mentioned litigation was not concluded in time for the measures to be included in the state-wide voters' pamphlet; and

WHEREAS, the Board wishes to inform the voters as fully as possible that the measures will be on the ballot for the November election;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that:

1. Pursuant to Ordinance No. 657, the Board hereby requests that a County Voters' Pamphlet be prepared for the November 6, 1990 General Election and agrees to pay an apportioned share of the cost.

2. This request shall be promptly filed by the Clerk of the Board with the Director of Elections.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

By Gladys McCoy, Chair  
Multnomah County, Oregon

REVIEWED:

Laurence Kressel, County Counsel  
of Multnomah County, Oregon

**VICKI K. ERVIN**  
Director of Elections



1040 S.E. Morrison St.  
Portland, Oregon 97214-2495  
(503) 248-3720

DATE: August 28, 1990  
TO: Board of County Commissioners  
FROM: Vicki Ervin, Director of Elections  
RE: Items to be Removed from Agenda

Two resolutions on the agenda (R-1 on Tuesday, R-3 on Thursday) are moot and should be pulled.

The resolutions provided for a local voters' pamphlet for the November general election. An elector filed a court challenge to the ballot titles for two of the charter amendments. A local pamphlet would only have been needed if the court challenges had not been resolved in time to file the affected measures in the state voters' pamphlet.

As it turns out the court has resolved the challenges and all measures will appear in the state's pamphlet.

DATE SUBMITTED: \_\_\_\_\_

(For Clerk's Use) **AUG 30 1990**

Meeting Date: \_\_\_\_\_

Agenda No.: R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratify Housing Authority of Portland Revenue Contract

Informal Only\*: \_\_\_\_\_  
(Date)

Formal Only: \_\_\_\_\_  
(Date)

DEPARTMENT: Human Services DIVISION: Aging Services/Community Action

CONTACT: Cilla Murray TELEPHONE: 248-3646

NAME(s) OF PERSON MAKING PRESENTATION TO BOARD: Duane Zussy/Bill Thomas

BRIEF SUMMARY (Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.)

This Intergovernmental revenue contract provides for up to \$7,425 in Housing Authority of Portland funds to pay for Community Action administrative costs related to completion of weatherization projects on properties owned by the Housing Authority.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

[ ] INFORMATION ONLY [ ] PRELIMINARY APPROVAL [ ] POLICY DIRECTION [☒] RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA: \_\_\_\_\_

IMPACT:

[ ] PERSONNEL

[ ] FISCAL/BUDGETARY

[ ] GENERAL FUND

OTHER: \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER: \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

**RATIFIED**  
Multnomah County Board  
of Commissioners  
8-30-90

1990 AUG 21 11:53  
MULTNOMAH COUNTY  
CLERK OF COUNTY



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 108531Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <u>Revenue</u> <u>R-4 8-30-90</u>

Contact Person Cilla Murray (John Pearson) Phone 248-3646 Date August 9, 1990Department Human Services Division Aging Services Bldg/Room 161/3rd floorDescription of Contract Agreement with Housing Authority of Portland providing \$7,425 in HAP funds to use for administrative costs associated with the completion of weatherization projects on properties owned by HAP.RFP/BID # - Date of RFP/BID - Exemption Exp. Date -ORS/AR # - Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Housing Authority of PortlandMailing Address 8910 N Woolsey Avenue  
Portland OR 97203Phone 283-1693Employer ID # or SS # -Effective Date July 1, 1990Termination Date June 30, 1991Original Contract Amount \$ 7,425Amount of Amendment \$ -Total Amount of Agreement \$ 7,425**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair/Sheriff [Signature]**Payment Term**☐ Lump Sum \$ -☒ Monthly \$ Reimbursement☐ Other \$ -☐ Requirements contract - Requisition required.Purchase Order No. -☐ Requirements Not to Exceed \$ -Date 8/10/90Date -Date 8-13-90Date 8/30/90

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0130			2794			HAP 91 2794	\$7,425		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

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

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> <b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b>  <i>R-4 8-30-90</i> </div>
---------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Cilla Murray (John Pearson) Phone 248-3646 Date August 9, 1990Department Human Services Division Aging Services Bldg/Room 161/3rd floorDescription of Contract Agreement with Housing Authority of Portland providing \$7,425 in HAP funds to use for administrative costs associated with the completion of weatherization projects on properties owned by HAP.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Housing Authority of PortlandMailing Address 8910 N Woolsey AvenuePortland OR 97203Phone 283-1693

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

Effective Date July 1, 1990Termination Date June 30, 1991Original Contract Amount \$ 7,425

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

Total Amount of Agreement \$ 7,425**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☒ Monthly \$ Reimbursement☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**

Department Manager \_\_\_\_\_

Purchasing Director \_\_\_\_\_

(Class II Contracts Only)

County Counsel \_\_\_\_\_

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

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0130			2794			HAP 91 2794	\$7,425		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

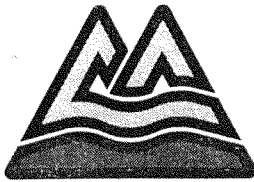
WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION — (503) 248-3646  
COMMUNITY ACTION PROGRAM OFFICE — (503) 248-5464  
421 S.W. 5TH, 2ND FLOOR  
PORTLAND, OREGON 97204  
FAX # (503) 248-3332

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

## MEMORANDUM

TO: Gladys McCoy  
Multnomah County Chair

VIA: Duane Zussy  
Department of Human Services

FROM: Jim McConnell, Director *JMcConnell*  
Aging Services Division

DATE: August 9, 1990

SUBJECT: RECOMMENDATION FOR APPROVAL OF REVENUE AGREEMENT WITH THE HOUSING  
AUTHORITY OF PORTLAND

RETROACTIVE STATUS: This revenue agreement is effective July 1, 1990. Contract negotiations and the volume of contracts effective July 1, 1990 have delayed the execution of this agreement.

RECOMMENDATION: The Aging Services Division recommends approval of the attached revenue agreement with the Housing Authority of Portland.

ANALYSIS: This agreement provides an amount not to exceed \$7,425 in HAP funds which will be used for administrative costs associated with the completion of various weatherization projects on properties owned by HAP, during the period July 1, 1990 through June 30, 1991.

Funds to finance the materials, labor, and program operations costs of these projects are contracted to the County by State Community Services (SCS) and received from utility companies as rebates for weatherization work completed on HAP properties. The funds covered by this agreement are calculated at 5% of the funds spent on HAP properties.

BACKGROUND: These funds have been incorporated into the Community Action Program's budget for FY90-91.

0294f

AGREEMENT FOR  
CONTRACT ADMINISTRATION SERVICES ,  
BETWEEN HOUSING AUTHORITY OF PORTLAND, OREGON  
(HEREINAFTER REFERRED TO AS OWNER) AND  
MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES  
(HEREINAFTER REFERRED TO AS ADMINISTRATOR)

AGREEMENT made this 1st day of July, 1990, for implementing and administering construction contracts for the Energy Conservation Project titled "HAP Weatherization Program, 1990," also identified as Project Number G0-9904.

STATEMENT OF PURPOSE:

The State of Oregon, acting through the Department of Human Resources, allotted funds in the amount of \$430,575 to implement various energy conservation measures on properties owned and maintained by the Housing Authority of Portland, OR.

The conditions of the grant were contingent upon the owner contributing a sum equal to five percent (5%) of the project expenditures which were paid to Multnomah County, Department of Human Resources, for administering contracts necessary to execute the work.

This agreement is an extension to the aforementioned contract whereby a continuation of contractual services will be provided to the Owner by the Administrator for the expenditure of rebate funds generated from programs established by the utility servicing agencies.

ARTICLES OF AGREEMENT:

- I. Multnomah County Department of Human Services shall obtain and administer contracts that conform to requirements established by the granting State agencies to perform construction work on energy conservation measures that are approved for funding under terms of this grant.
- II. The Housing Authority of Portland, Oregon shall pay to the Administrator, for contract services, monthly installments equal to five percent (5%) of the amount of construction work completed each month, but not to exceed \$7,425.
- III. The Administrator shall provide contractual documentation for Owner's inspection upon Owner's request to verify and confirm contractual procedures.
- IV. The Owner shall provide a full-time field representative to act as liaison between owner, tenant, contractor, administrator and is familiar with contractual functions as well as the work being performed.
- V. The work shall commence upon written "Notice to Proceed" from Owner to Administrator and work shall continue until on or before the completion date established therein.

Agreement  
June 1, 1990  
Page 2

IN WITNESS WHEREOF, the Owner and Administrator have executed this agreement,  
the day and year above written.

APPROVED:

HOUSING AUTHORITY OF PORTLAND

MULTNOMAH COUNTY  
DEPARTMENT OF HUMAN SERVICES  
421 SW FIFTH, 2ND FLOOR  
PORTLAND, OR 97204

By \_\_\_\_\_  
Owner Date

By William J. Thayer 7/26/90  
Manager Date  
Community Action  
Program Office

By \_\_\_\_\_  
Board Chair Date

By Jim McConnell 8/4/90  
Director Date  
Aging Services Division

By \_\_\_\_\_  
Gladys McCoy, Chair Date  
Multnomah County  
Board of Commissioners

REVIEWED:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

By \_\_\_\_\_  
Date

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date AUG 30 1990  
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB Exemption

Informal Only \* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Department of General Services

DIVISION Purchasing/Elections

CONTACT Lillie Walker/James Czmowski

TELEPHONE 248-5111/248-3356

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD James Czmowski

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request of the Board of County Commissioners, acting as the Public Contract Review Board, to approve an exemption to the formal competitive bid process to contract for the remodel of office space at the Division of Assessment & Taxation.

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL Sent 3 copies of  
Order to Purchasing  
8-30-90  
+ 1 to Jim Czmowski  
FISCAL/BUDGETARY  
GENERAL FUND  
OTHER \_\_\_\_\_

Sent out Notice  
of Hearing w/ Application  
to PCRB list on 8-24-90  
Sent Order w/ Notice of  
Appeal to PCRB list on 8-30-90  
90-130

1990 AUG 21 AM 11:53  
CLERK OF BOARD OF COUNTY COMMISSIONERS  
COUNTY OF COCONINO, ARIZONA

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: K. J. Lindahl

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Paul Mackey

OTHER Lillie M. Walker  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



## MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

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


### NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, August 30, 1990, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 S.W. Fourth, Portland, Oregon, in the Matter of Approving an Exemption to the Formal Competitive Bid Process to Contract for the Remodeling of Office Space.

A copy of the application is enclosed.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Clerk's Office at 248-3277.

BOARD OF COUNTY COMMISSIONER  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

  
Carrie A. Parkerson  
Office of the Board Clerk

enclosure  
0516C/38/cap  
8/24/90

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS PUBLIC CONTRACT REVIEW BOARD

In the Matter of Approving an )  
Exemption to the Formal Competitive )  
Bid Process to Contract for the Re-) )  
modeling of Office Space )

A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from DGS, Assessment and Taxation, is hereby made pursuant to the Board's Administrative Rules AR 10.100 under the provisions of ORS 279.015 and 279.017 for an order exempting from the requirements of public bidding, the office remodel of Assessment and Taxation in excess of the \$10,000 limitation for the formal bid process. The total amount of the contract is estimated to be \$78,210.

This request is made for the following reasons:

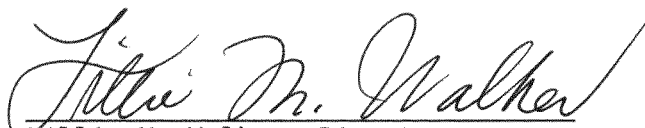
1. Staffing will be increased by 13 FTEs and 4-5 PTEs in order to bring mandated work into compliance with Department of Revenue Standards.
2. Inspection by the Sheriff's Office has resulted in increased security recommendations involving redesign of teller windows and other items.

This facility is being leased from the Ralph Schlesinger Company with the contract expiration date of July 1, 1995. In accordance with lease obligations, the owner was advised of the pending remodel. The owner subsequently indicated any construction will be done by his contractor to ensure the integrity of the building and minimize disturbance of other tenants.

The DGS, Division of Assessment and Taxation has sufficient funds budgeted for this project in FY 1990-91.

The Purchasing Section recommends this action as it represents the most cost effective use of County funds.

Dated this 31th day of July, 1990.

  
Lillie M. Walker, Director  
Purchasing Section

225PUR



## MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

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

### NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, August 30, 1990), and approved Order 90-130 In the Matter of Approving an Exemption to the Formal Competitive Bid Process to Contract for the Remodeling of Office Space.

A copy of the order is attached.

BOARD OF COUNTY COMMISSIONER  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

Carrie A. Parkerson  
Office of the Board Clerk

enclosure  
0516C/39/cap  
8/30/90

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption From )  
Formal Public Bidding of a Contract For )  
Office Remodel at Assessment & Taxation )

O R D E R 90-130

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the DGS, Division of Assessment and Taxation, for an order of exemption from the requirement of formal public bidding the office remodel in excess of the \$10,000 limitation for the formal bid process. The estimated cost of the contract is \$78,210.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that the County is leasing this space from the owner, the Ralph Schlesinger Company, and the lease agreement provides for final approval of all alterations by the owner. The owner has indicated only the contractor of his choice will be allowed to perform remodeling to ensure the integrity of this structure.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.100, and ORS 279.015; it is, therefore,

ORDERED that the office remodel can be exempted from the requirement of an open public bid process.

Dated this 30th day of August, 1990.

REVIEWED:

LAURENCE KRESSELL, County Counsel  
for Multnomah County, Oregon

By:

*Lucy Mackey*  
Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD:

By:

*Gladys McCoy*  
Gladys McCoy, County Chair

228PUR/JT/md







MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT &amp; TAXATION

**FAX TRANSMITTAL COVER SHEET**Number of pages including Cover Sheet: 2 Date: 7-30-90

TO:

Lillie WalkerPurchasing

TELEPHONE #: 1- - - -

Fax Phone #: 1- - 248 - 3252

ATTN:

Lillie Walker

FROM:

Multnomah County Oregon  
Division of Assessment & Taxation  
610 S.W. Alder Street, Room 320  
Portland, Oregon 97205Telephone #: 503 - 1-503-248-3367

Fax Phone #: 1-503-248-3356

SENDER: Name

Jim Cymowski

, Section

Res Mgmt, Phone Ext# 3221**MESSAGE:**



## MULTNOMAH COUNTY OREGON

## DIVISION OF ASSESSMENT &amp; TAXATION

## MEMORANDUM

TO: Lillie Walker

FROM: James Czmowski

*JSG 7/30/90*

SUBJECT: Exemption For Remodeling

Multnomah County, Division of Assessment & Taxation, currently occupies leased space at 610 S.W. Alder Street. The facility is owned by The Ralph Schlesinger Co. and our lease has an expiration date of July 1,1995.

We need to remodel our space to accommodate 13 new full time employees and 4 to 5 part time computer programmers. The new employee are needed to bring our mandated work into compliance with Department of Revenue standards. The computer programmers are to assist us in bring up a new computer system. The other issue we need to address is security. The Sheriffs Office inspected our facility and made some recommendations regarding our teller windows and other items. These recommendations will be incorporated into the remodeling.

In keeping with the lease, we contacted the building owner about the changes. The owner stated that they wanted their contractor to do the work to maintain the integrity of their building and minimize the disturbance to the other tenants.

Therefore, we are in need of an exemption from the bidding process for this remodeling in keeping with the lease. The estimated cost of the remodeling will be \$78,210. We have budgeted funds for this project and are ready to start.

If you have any questions feel free to call me at Ext. 2780.

THIS LEASE, made and entered into at the City of Portland, Oregon, this 14th day of

January 19 85, by and between

**RALPH SCHLESINGER COMPANY** hereinafter called the Lessor,

and Multnomah County, Oregon

hereinafter called the Lessee, WITNESSETH:

The Lessor hereby leases to the Lessee the following described premises in consideration of the rentals to be paid ----- and -----/100 Dollars (\$-----) and in accordance with the terms, covenants and conditions herein set forth:

**Premises** ~~Rooms Numbered~~ Approximately 23,000 square feet encompassing the second, third and fourth floors in the Oregon National Building Portland, Oregon

**Term** For the term beginning on the First day of July 1985, and expiring on the Thirtieth day of June 1995, initial\*

**Rental** For a monthly rental of Sixteen Thousand Two Hundred Ninety Two----- and ---No/100

Dollars (\$16,292.00). There will be no rent due for the month of July 1985, rent shall commence on August 1, 1985. \*See paragraph 38.1

payable monthly in advance on the first day of each and every calendar month, at the office of the Lessor or the Lessor's agent.

The Lessee covenants and agrees as follows:

#### 1.1 Payment

The Lessee will pay said monthly rental in lawful money of the United States at the office of the Lessor or Lessor's agent, in advance on the first day of each and every calendar month of said term. Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.

#### 1.2 Delivery of Possession

Should Landlord be unable to deliver possession of the Premises on the date fixed for the commencement of the term Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. Landlord shall have no liability to Tenant for delay in delivering possession, nor shall such delay extend the term of this lease in any manner. Possession shall be tendered upon mutual acceptance of remodeling by both Lessor and Lessee. Lessee shall have the option of partial occupancy prior to July 1,

#### 1.3 Unpaid Rent

If rent is not paid within 10 days after it is due Lessor may at its option impose a late charge of \$165.00. Unpaid rent shall bear interest at the rate of 10 percent per annum from the date it is due until paid.

#### 2.1 Use

The Lessee will use and occupy said premises for general offices ----- and for no other purposes; and the Lessee will at Lessee's own expense repair any damage caused by the Lessee or any of Lessee's employees or agents, or licensees or invitees, normal wear and tear excepted.

#### 2.2 Assignment and Sub-letting

The Lessee will not assign this lease or any interest hereunder, and will not permit any assignment hereof by operation of law, and will not sub-rent or sub-let said premises or any portion thereof, and will not permit the use or occupancy of said premises by other than the Lessee and his agents and employees of the Lessee, without first obtaining the written consent of the Lessor.

#### 2.3 Alterations

The Lessee will make no alterations in or additions to said premises without first obtaining the written consent of the Lessor, and all additions, improvements and fixtures (except the movable office furniture of the Lessee) made or added either by the Lessee or Lessor shall be and remain the property of the Lessor; provided, however, the Lessor may require that the Lessee remove upon termination of this lease any additions made or fixtures added by the Lessee at the Lessee's expense.

**2.4 Uses Prohibited**

The Lessee will not use or permit in said premises anything that will increase the rate of fire insurance thereon or prevent the Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon or its successors, which would allow the Lessor to obtain reduced rates for long term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way tending to create a nuisance or to disturb any other tenants of the building, or to injure the reputation of the building; or to use or permit the use of said premises for lodging or sleeping purposes, or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulations or requirements of any municipality, state or other governmental authority respecting the use of said premises.

**3.1 Liability for Injury and Damage**

The Lessor shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Lessor, or for any damage to person or property resulting from any condition of the premises or other cause, including but not limited to damage by water, not resulting from the negligence of the Lessor.

**3.2 See Addendum**

~~The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save the Lessor harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of the Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor may, at its option, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Lessor.~~

**4.1 Vacation or Abandonment**

Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed hereon, the Lessor may forthwith enter upon the premises or any portion thereof and re-let and otherwise exercise control over the same and that for the purpose of such re-letting the said Lessor is authorized at the cost of the Lessee to make any repairs, changes, alterations or additions in or to said demised premises which may be necessary in the opinion of the Lessor for the purpose of such re-letting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Lessor, at Lessor's election, shall cancel the lease, and in that event cancellation shall be effected and Lessor and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Lessor to Lessee at Lessee's last known address.

**5.1 Admittance by Pass-key**

The Lessor shall not be liable for the consequences of admitting by pass-key or refusing to admit to said premises the Lessee or any of the Lessee's agents or employees, ~~or other persons claiming the right of admittance.~~

**6.1 Signs**

No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the premises hereby demised, except such as shall be approved by the Lessor and shall be painted by a sign painter designated by the Lessor; that no signs or devices shall be hung on or placed against the windows of said premises nor on the exterior wall of the building; and that no furniture, curtain or other obstruction of any kind or size shall be placed before the glass partition dividing said premises from the corridors of said building.

**7.1 Electrical and Mechanical Devices**

The Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said premises other than that normal to ~~office use~~ the business operations of Assessment and Taxation.

**8.1 Electrical Installations**

No electric wiring, telegraph call boxes, or telegraphic, telephonic, or other electrical apparatus, including air conditioning equipment, shall be installed, maintained or operated on said premises except with the approval of and in a manner satisfactory to the Lessor; and in no event shall the Lessee overload the electrical circuits from which the Lessee obtains current.

**9.1 Awnings**

No awnings shall be attached to the outside of any windows of the premises hereby leased.

**10.1 Windows**

The Lessee shall not allow anything to be placed on the outside window ledges of said premises; and nothing shall be thrown out of the windows of said building by the Lessee or others.

**11.1 Floor Coverings**

Neither the Lessee nor or any other person, shall lay linoleum or other similar floor covering or attach or fix any covering to the walls or ceiling of the premises or any part thereof with paste material save and excepting one which may be easily removed with water. The use of cement or similar adhesive material is expressly prohibited. The tacking or fastening of any such material to the base board or molding is expressly prohibited. Prior to termination of this lease, Lessee, at its own expense, may remove any such floor, wall or ceiling coverings or materials, and upon so doing will restore the floor, wall or ceiling to the condition in which it existed at the time Lessee took possession under this lease. In the event Lessee removed such coverings and fails to restore the floor, walls or ceiling to that condition, Lessee on demand shall pay Lessor the cost of such restoration. If such covering is not removed prior to the termination of this lease the covering shall become and remain the property of Lessor.

**12.1 Inspection of Premises**

The Lessor and the Lessor's agents, janitors, workmen and engineers may retain and use a pass-key to the premises described herein to enable them to examine said premises from time to time with reference to any emergency or to the general maintenance of said premises, or for the purposes of exhibiting the same.

**13.1 Care of Premises**

The Lessee shall at all times take good care of the demised premises.

**14.1 Surrender of Premises**

At the expiration or sooner termination of this lease, the Lessee will surrender and deliver up said premises to the Lessor, or those having the Lessor's estate therein, in the same condition as the Lessee now receives said premises, ordinary wear and tear and damage by fire and the elements alone excepted.

# Unanimous Consent

Meeting Date: AUG 30 1990

Agenda No.: R-6

(Above space for Clerk's Office Use)

## AGENDA PLACEMENT FORM (For Non-Budgetary Items)

SUBJECT: Notice of intent for NIDA grant

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

DEPARTMENT Human Services DIVISION Health

CONTACT Jeanne Gould TELEPHONE x2529

PERSON(S) MAKING PRESENTATION Scott Clement/Duane Zussy

### ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes maximum

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

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

Grant funds are available to provide education regarding prevention of AIDS risk due to needle sharing and sexual contact with individuals who share drugs. At-risk persons will complete a detailed questionnaire and receive counseling. The Oregon Health Division will be contracted to conduct research on the effectiveness of the project. This is strictly a research grant and does not allow for the funding of services. The County share for the grant is \$46,605.00. The grant portion is \$419,275.00.

(If space is inadequate, please use other side)

### SIGNATURES:

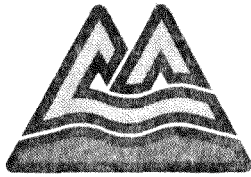
ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Duane Zussy

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
AUG 29 AM 10:49



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3674  
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS  
GLADYS MCCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy*  
Department of Human Services

FROM: Bill Odgaard, Director *Bill Odgaard*  
Health Division

DATE: August 24, 1990

SUBJECT: Notice of Intent for National Institute on Drug Abuse (NIDA) Grant

Recommendation: The Health Division and the Department of Human Services are herein notifying the County Chair of the Health Division's intent to apply for a grant from the National Institute on Drug Abuse. The grant is for the period September 1, 1991 to and including October 30, 1992.

Analysis: Grant funds are available to provide education regarding prevention of AIDS risk due to needle sharing and sexual contact with individuals who share drugs. At-risk persons will complete a detailed questionnaire and receive counseling. The Oregon Health Division is to be contracted to conduct research on the effectiveness of the project. The grant portion of the project is \$419,275 with the county share totaling \$46,605.

Background: The Health Division has applied for, and been awarded, a number of NIDA grants for the last couple of years.

NOTICE OF INTENT

Date: \_\_\_\_\_

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Health Division, Jeanne Gould

GRANTOR AGENCY: National Institute on Drug Abuse

BEGINNING DATE OF GRANT: September 1, 1991

PROJECT TITLE: Cooperative Agreement for AIDS Community Based Research

PROJECT DESCRIPTION/GOALS: Provision of brief education regarding prevention of AIDS risk due to sharing needles while injecting drugs and/or due to sexual contact with an individual who shares drugs. This education will be provided along with a detailed questionnaire regarding risk behavior and an offer of HIV testing and counseling to (100) at-risk persons per month. From this pool of persons, (20) persons will be selected each month who have recently dropped out of drug treatment and resumed drug use. These persons will receive more in-depth intervention aimed at reducing HIV risk through re-entering into drug treatment. We will contract with Oregon Health Division to conduct research on the effectiveness of the model.

PROJECT ESTIMATED BUDGET:		Direct/Indirect	
FEDERAL SHARE	\$ 419,275 / 17,225	6.55 / 0.7	%
STATE SHARE	\$ /		%
COUNTY SHARE	\$ 46,605 / 3,053	6.55	%
TOTAL	\$ 465,880 / 20,278		%

EXPLANATION OF COUNTY SHARE: (explaining indirect costs, hard-match, in-kind, etc) This is a research proposal and does not allow for funding of services. The standard education will be the HIV pre-test counseling which is reimbursed by the State Health Division at \$26.50 per counseling session (\$2650/mo. x 12=\$31,800). The enhanced education will be provided by existing .5 CIT position which is funded 59% by State Health Division plus 41% County general fund (.5 CIT base salary and fringe equal \$14,805 ).

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: FINANCE X  
DEPARTMENT \_\_\_\_\_ IF DEPT. REPORTS, INDICATE REASONS

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year)  
One year grant with reapplication for four additional years. The County match is \$46,605 per, plus COLA, the proposal does not require Local match.

ADVANCE REQUESTED \_\_\_\_\_ YES X NO, IF NOT, INDICATE REASON(S).

RECEIPT OF FUNDS WILL BE DEPOSITED TO P. O. BOX \_\_\_\_\_ OR WIRED DIRECTLY X,  
IF NOT, INDICATE REASON(S).

PERSONNEL (Use appropriate County classification  
with yearly costs.)

	<u>FULL TIME</u>	<u>FRINGE</u>	<u>TOTAL</u>
(1) HSS	\$ 42,200	\$ 14,975	\$ 57,175
(2) CIT at \$ 23,455 + \$ 8,695 FTE	93,820	34,780	128,600
	<u>\$136,020</u>	<u>\$ 49,755</u>	<u>\$185,775</u>

EXPLAIN MATERIALS & SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS

Professional Services Contract with Oregon Health Division	\$175,000
Space Rental	5,500
Office Supplies	5,000
Travel and Training	8,000
Human Subject payments	35,000
Utilities	3,000
Telephones	2,000
<u>COMMENTS</u>	
	<u>\$233,500</u>

Grant Manager

X *Jeanne Loned* 8/20/90  
Grant Manager Signature Date

Budget Division

*Jean Thelac* 8/29/90  
Budget Division Signature Date

Finance Division

*Paul Boyer* 8/29/90  
Finance Division Signature Date

Employee Relations

*Suzanne Daniell* 8/29/90  
Employee Relations Signature Date

X Department Director

*Shane Juss* 8/28/90  
Department Director Signature Date