

## **ANNOTATED MINUTES**

*Monday, January 23, 1995 - 6:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

### **SPECIAL MEETING**

*Chair Beverly Stein convened the meeting at 6:30 p.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.*

- S-1 Public Forum on Tax Abatements with Invited Presenters Sharing Information on Tax Abatements. Presentations from: Marcy Jacobs, Regional Business Development Officer, Oregon Economic Development Department; Mark Clemons, Business Development Manager, Portland Development Commission; Barry Crook, Budget & Quality Manager, Multnomah County Budget & Quality Division; Bob Ellis, Assessor, Multnomah County Division of Assessment & Taxation; Andy Cotugno, Planning Director, Metro; and Anthony Rufolo, Professor of Urban Studies & Planning, Portland State University.*

**CHAIR STEIN OUTLINED THE PROCESS FOR THIS MEETING, ADVISING THE BOARD WOULD START WITH HEARING FROM THE INVITED PRESENTERS FIRST, SETTING AN EIGHT MINUTE TIME LIMIT. FOLLOWING THE PRESENTATIONS, PUBLIC TESTIMONY WOULD BE HEARD WITH A THREE TO FIVE MINUTE TIME LIMIT.**

**PRESENTATIONS RECEIVED FROM BILL SCOTT AND MARCY JACOBS, OREGON ECONOMIC DEVELOPMENT DEPARTMENT; MARK CLEMONS, PORTLAND DEVELOPMENT COMMISSIONER; DAVE WARREN, MULTNOMAH COUNTY BUDGET & QUALITY DIVISION; BOB ELLIS, MULTNOMAH COUNTY DIVISION OF ASSESSMENT & TAXATION; ANDY COTUGNO, METRO; AND ANTHONY RUFOLO, PORTLAND STATE UNIVERSITY.**

**PUBLIC TESTIMONY RECEIVED FROM: MIKE LINDBERG, ROYAL HARSHMAN, GRETCHEN KAFOURY, EARL BLUMENAUER, PAUL THALHOFER, MIKE FAHEY, BOB BERNSTEIN, KARL STARKWEATHER, DON SCHUMAN, BILL RESNICK, JAMIE PARTRIDGE, JOSEPH TAM, DAVE MAZZA, LISA DADO, KYLE KAJIHIRO, SUZANNE WALL, LESLIE KOCHAN, ROBIN BLOOMGARDEN, BARBARA**

MEYER, RICHARD LOCHNER, SCOTT BAILEY,  
SHIRLEY HUFTMAN, WALLY MEHRENS, TASHA  
HARMON, MICHAEL AMES CONNOR, MONTY  
KNITTEL, RON PENNINGTON, PAUL SPANBAUER,  
JERRY GILLHAM, MICHAEL DILLON, ROB FUSSELL,  
PATRICIA SCRUGGS, MAX TALBOT, RANDY MILLER,  
RANDY TUCKER, JOHN CHARLES, KIRK McCALL, JIM  
WORTHINGTON, BOBBI GARY, TERRY BUTLER,  
BENJAMIN DAWSON, SAM DANA, LOUSIE WEIDLICH  
AND CATHY HIGHET.

CHAIR STEIN EXPLAINED THAT THERE WOULD BE  
ADDITIONAL BOARD MEETINGS FOR FURTHER  
DISCUSSION ON TAX ABATEMENT, WITH THE NEXT  
WORK SESSION SCHEDULED FOR TUESDAY,  
JANUARY 31, 1995 AT 1:30 PM.

*There being no further business, the meeting was adjourned at 10:25 p.m.*

OFFICE OF THE BOARD CLERK  
of MULTNOMAH COUNTY, OREGON

  
Carrie A. Parkerson

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Tuesday, January 24, 1995 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**PLANNING ITEMS**

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

P-1 NSA 3-94 Review the December 21, 1994 Hearings Officer Decision, **APPROVING**, Subject to Conditions, for the Corbett School District #39 for Columbia River Gorge National Scenic Area Site Review to construct a new Elementary School in conjunction with the existing Corbett Middle and High School complex located in Unincorporated Multnomah County

**DECISION READ, NO APPEAL FILED, DECISION STANDS.**

Tuesday, January 24, 1995 - 1:35 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BOARD BRIEFING**

B-1 Update on Efforts to Co-locate Various Public Agencies, Non-profits and Affordable Housing at the Russelville Site. Presented by Mike Ragsdale. 45 MINUTES REQUESTED.

MIKE RAGSDALE, DENNIS GILMAN, VIVIAN GRUBB,  
DON BALLINGER AND GRACE FITZGERALD  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS.

CHAIR STEIN REQUESTED ANOTHER UPDATE IN 60  
TO 90 DAYS.

There being no further business, the meeting was adjourned at 10:25 p.m.

OFFICE OF THE BOARD CLERK  
of MULTNOMAH COUNTY, OREGON



Carrie A. Parkerson

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Thursday, January 26, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

**CONSENT CALENDAR**

UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER COLLIER, THE  
CONSENT CALENDAR (ITEMS C-1 THROUGH C-3) WAS  
UNANIMOUSLY APPROVED.

**SHERIFF'S OFFICE**

C-1 Malt Beverage Liquor License Renewal Application Submitted by Sheriff's Office

with Recommendation for Approval, for the **BOTTOMS UP TAVERN**, 16900 NW ST. HELENS ROAD, PORTLAND

- C-2 Ratification of an Intergovernmental Agreement, Contract #800685, between the Oregon Law Enforcement Data System (LEDS) and Multnomah County Sheriff's Office for use of the State-Wide System at the Hansen Building, Effective December 1, 1994 through December 1, 1996
- C-3 Ratification of an Intergovernmental Agreement, Contract #800695, between the Oregon Law Enforcement Data System (LEDS) and Multnomah County Sheriff's Office for use of the State-Wide System for Jail/Warrants, Effective December 1, 1994 through December 1, 1996

### REGULAR AGENDA

### PUBLIC COMMENT

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NONE.

### NON-DEPARTMENTAL

- R-2 ORDER in the Matter of the Relinquishment of County Land Adjacent to the Juvenile Justice Center in the Northwest Quarter of Section 32, Township 1 North, Range 2 East, WM., Portland, Multnomah County, Oregon

COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. HEIDI SODERBERG AND BRIAN BAIHHSOHN PRESENTED EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 95-24 WAS UNANIMOUSLY APPROVED.

- R-3 RESOLUTION in the Matter of Approving an Intergovernmental Agreement and Contract for the Regional Arts and Culture Council

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. MEGANNE STEELE AND PAT HARRINGTON PRESENTED EXPLANATION FOR ITEMS R-3, R-4 AND R-5. ORDER 95-25 WAS UNANIMOUSLY APPROVED.

- R-4 Ratification of an Intergovernmental Agreement, Contract #500365, between Multnomah County and the City of Portland, Clackamas County, Washington County, Metro, and Clark County, Washington for Support of the Regional Arts

*and Culture Council, Effective upon Execution by each Jurisdiction*

**COMMISSIONER COLLIER MOVED AND  
COMMISSIONER SALTZMAN SECONDED, APPROVAL  
OF R-4. AGREEMENT WAS UNANIMOUSLY  
APPROVED.**

**R-5** *First Reading and Possible Adoption of an ORDINANCE Amending MCC Chapters  
5.50 (Transient Lodging Tax) and 11.90 (Arts Commission) to Substitute the  
Regional Arts and Culture Council for the Metropolitan Arts Commission as the  
Recipient of Certain Funds and as Administrator of the Percent for Art Program,  
and Declaring an Emergency*

**PROPOSED ORDINANCE READ BY TITLE ONLY.  
COPIES AVAILABLE. COMMISSIONER KELLEY  
MOVED AND COMMISSIONER COLLIER SECONDED,  
APPROVAL OF THE FIRST READING AND ADOPTION.  
NO ONE WISHED TO TESTIFY. ORDINANCE NO. 811  
WAS UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 9:48 a.m.*

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

  
Carrie A. Parkerson



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

JANUARY 23, 1995 - JANUARY 27, 1995

*Monday, January 23, 1995 - 6:30 PM - Special Meeting . . . . . Page 2*

*Tuesday, January 24, 1995 - 1:30 PM - Planning Items . . . . . Page 2*

*Tuesday, January 24, 1995 - 1:35 PM - Board Briefing . . . . . Page 2*

*Thursday, January 26, 1995 - 9:30 AM - Regular Meeting . . . . . Page 3*

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

*Thursday, 6:00 PM, Channel 30*

*Friday, 10:00 PM, Channel 30*

*Saturday, 12:30 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

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

*Monday, January 23, 1995 - 6:30 PM*

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**SPECIAL MEETING**

- S-1 Public Forum on Tax Abatements with Invited Presenters Sharing Information on Tax Abatements. Presentations from: Marcy Jacobs, Regional Business Development Officer, Oregon Economic Development Department; Mark Clemons, Business Development Manager, Portland Development Commission; Barry Crook, Budget & Quality Manager, Multnomah County Budget & Quality Division; Bob Ellis, Assessor, Multnomah County Division of Assessment & Taxation; Andy Cotugno, Planning Director, Metro; and Anthony Rufolo, Professor of Urban Studies & Planning, Portland State University.*

***PUBLIC TESTIMONY WILL FOLLOW PRESENTATIONS.***

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*Tuesday, January 24, 1995 - 1:30 PM*

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**PLANNING ITEMS**

- P-1 NSA 3-94 Review the December 21, 1994 Hearings Officer Decision, APPROVING, Subject to Conditions, for the Corbett School District #39 for Columbia River Gorge National Scenic Area Site Review to construct a new Elementary School in conjunction with the existing Corbett Middle and High School complex located in Unincorporated Multnomah County*
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*Tuesday, January 24, 1995 - 1:35 PM*

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFING**

- B-1 Update on Efforts to Co-locate Various Public Agencies, Non-profits and Affordable Housing at the Russelville Site. Presented by Mike Ragsdale. 45 MINUTES REQUESTED.*

Thursday, January 26, 1995 - 9:30 AM

Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

SHERIFF'S OFFICE

- App*
- C-1 Malt Beverage Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the BOTTOMS UP TAVERN, 16900 NW ST. HELENS ROAD, PORTLAND
- C-2 Ratification of an Intergovernmental Agreement, Contract #800685, between the Oregon Law Enforcement Data System (LEDS) and Multnomah County Sheriff's Office for use of the State-Wide System at the Hansen Building, Effective December 1, 1994 through December 1, 1996
- C-3 Ratification of an Intergovernmental Agreement, Contract #800695, between the Oregon Law Enforcement Data System (LEDS) and Multnomah County Sheriff's Office for use of the State-Wide System for Jail/Warrants, Effective December 1, 1994 through December 1, 1996

REGULAR AGENDA

PUBLIC COMMENT

- None*
- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NON-DEPARTMENTAL

- App*
- R-2 ORDER in the Matter of the Relinquishment of County Land Adjacent to the Juvenile Justice Center in the Northwest Quarter of Section 32, Township 1 North, Range 2 East, WM., Portland, Multnomah County, Oregon 95-24
- App*
- R-3 RESOLUTION in the Matter of Approving an Intergovernmental Agreement and Contract for the Regional Arts and Culture Council 95-25
- App*
- R-4 Ratification of an Intergovernmental Agreement, Contract #500365, between Multnomah County and the City of Portland, Clackamas County, Washington County, Metro, and Clark County, Washington for Support of the Regional Arts and Culture Council, Effective upon Execution by each Jurisdiction



R-5



*First Reading and Possible Adoption of an ORDINANCE Amending MCC Chapters 5.50 (Transient Lodging Tax) and 11.90 (Arts Commission) to Substitute the Regional Arts and Culture Council for the Metropolitan Arts Commission as the Recipient of Certain Funds and as Administrator of the Percent for Art Program, and Declaring an Emergency*

# 811

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

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

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

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

REGULAR MEETING: Date Requested: January 26, 1995Amount of Time Needed: 5 minutesDEPARTMENT: Sheriff's Office DIVISION: EnforcementCONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: John Bunnell, SheriffACTION REQUESTED:

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

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

Intergovernmental Agreement between Oregon Law Enforcement Data System - LEDS and the Sheriff's Office for use of state-wide system using ORI-ORO260000 at the Hansen Bldg. RENEWAL.

**CONSENT**

SIGNATURES REQUIRED:

ELECTED OFFICIAL: John Bunnell

OR

DEPARTMENT MANAGER: [Signature]1995 JAN 19 AM 11:06  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

*Originals Sent to Larry Aab on 1-26-95.*

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800685

Amendment #

|   |   |  |
|---|---|--|
| <b>CLASS I</b><br><input type="checkbox"/> Professional Services under \$25,000 | <b>CLASS II</b><br><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)<br><input type="checkbox"/> PCRB Contract<br><input type="checkbox"/> Maintenance Agreement<br><input type="checkbox"/> Licensing Agreement<br><input type="checkbox"/> Construction<br><input type="checkbox"/> Grant<br><input type="checkbox"/> Revenue | <b>CLASS III</b><br><input checked="" type="checkbox"/> Intergovernmental Agreement<br><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b><br>AGENDA # C-2 DATE 1/26/95<br>Carrie A. Parkerson<br><b>BOARD CLERK</b> |
|---|---|--|

Department SHERIFF'S OFFICE Division ENFORCEMENT Date 01/03/95  
 Contract Originator STEPHANIE CLARK Phone 251-2415 Bldg/Room HANSEN BLDG  
 Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room HANSEN BLDG  
 Description of Contract Renewal of required agreement with the Oregon Law Enforcement Data Systems for use of state-wide system using ORI/OR0260000 (Hansen Bldg)

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

Contractor Name OLEDs  
 Mailing Address 400 Public Service Bldg  
Salem, OR 97310  
 Phone 1-503-378-5565  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date 120194  
 Termination Date 120196  
 Original Contract Amount \$ DNA  
 Amount of Amendment \$ DNA  
 Total Amount of Agreement \$ DNA

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☐ Monthly \$ \_\_\_\_\_ ☐ Net 30  
☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_  
☐ Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

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

Encumber: Yes ☐ No ☐  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date 1/13/95  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_

| VENDOR CODE   |      |        | VENDOR NAME           |         |          |                 |         |            | TOTAL AMOUNT \$  |        |              |
|---|------|--------|-----------------------|---------|----------|-----------------|---------|------------|------------------|--------|--------------|
| LINE NO.  | FUND | AGENCY | ORGANIZATION          | SUB ORG | ACTIVITY | OBJECT/ REV SRC | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND |
| 01.   |      |        | <u>Not applicable</u> |         |          |                 |         |            |                  |        |              |
| 02.   |      |        |                       |         |          |                 |         |            |                  |        |              |
| 03.   |      |        |                       |         |          |                 |         |            |                  |        |              |
| * If additional space is needed, attach separate page. Write contract # on top of page. |      |        |                       |         |          |                 |         |            |                  |        |              |

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION  
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE  
106/1430

# ORIGINAL

Contract #800685

## LAW ENFORCEMENT DATA SYSTEM

### USER AGREEMENT

#### I. PARTIES TO THE AGREEMENT

The parties to this agreement are:

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

- (2) Multnomah County Sheriff's Office

OR 0260000  
PDS

#### II. PURPOSE OF THE AGREEMENT

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

#### III. COMPLIANCE AUDITS.

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

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

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

## Contract #800685

### IV. INCORPORATED DOCUMENTS.

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

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

### V. TIMELINESS OF RECORD ENTRY.

The User Agency agrees to enter records into LEDS and NCIC promptly, to ensure maximum system effectiveness.

Timeliness for various files is defined below.

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

### VI. TIMELINESS OF RECORD REMOVAL

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

**Contract #800685**  
**VII. TIMELINESS OF INQUIRY.**

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

**VIII. RECORD VALIDATION**

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

**IX. COMPLETENESS AND ACCURACY**

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

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

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

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

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

**X. TEN-MINUTE HIT CONFIRMATION**

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

**Contract #800685**

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

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

**XII. STANDARDS AND SANCTIONS**

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

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

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

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

**Contract #800685**

**XIII. TERM AND TERMINATION**

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

User Agency

LEDS

Multnomah County Sheriff's Office Law Enforcement Data System

Agency Name

Agency Name

John Bunnell

Lloyd Smith

Name of Person Signing

Name of Person Signing

Sheriff

Director, LEDS

Title

Title

Signature

Signature

Date

Date

MULTNOMAH COUNTY

By: Beverly Stein

Beverly Stein, Chair

REVIEWED BY

Laurence Kressel, County Counsel for  
Multnomah County, Oregon

By: Laurence Kressel

-5-

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-2 DATE 1-26-95  
Chris A. Peterson  
BOARD CLERK



(Above Space for Board Clerk's Use ONLY)  
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## AGENDA PLACEMENT FORM

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

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

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

REGULAR MEETING: Date Requested: January 26, 1995Amount of Time Needed: 5 minutesDEPARTMENT: Sheriff's Office DIVISION: EnforcementCONTACT: Larry Aab TELEPHONE #: 251-2489BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: John Bunnell, SheriffACTION REQUESTED:

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

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

Intergovernmental Agreement between Oregon Law Enforcement Data System - LEDS and the Sheriff's Office for use of state-wide system using ORI-ORO26023C for the Jail/Warrants. RENEWAL.

## CONSENT

## SIGNATURES REQUIRED:

ELECTED OFFICIAL: John Bunnell

OR

DEPARTMENT MANAGER: [Signature]BOARD OF  
COUNTY COMMISSIONERS  
1995 JAN 18 AM 11:04  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*Originals Sent to Larry Aab on 1-26-95.*



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800695

Amendment #

|   |   |   |
|---|---|---|
| <b>CLASS I</b><br><input type="checkbox"/> Professional Services under \$25,000 | <b>CLASS II</b><br><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)<br><input type="checkbox"/> PCRB Contract<br><input type="checkbox"/> Maintenance Agreement<br><input type="checkbox"/> Licensing Agreement<br><input type="checkbox"/> Construction<br><input type="checkbox"/> Grant<br><input type="checkbox"/> Revenue | <b>CLASS III</b><br><input checked="" type="checkbox"/> Intergovernmental Agreement<br><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b><br>AGENDA # C-3 DATE 1/26/95<br>Carrie A. Parkerson<br>BOARD CLERK |
|---|---|---|

Department SHERIFF'S OFFICE Division ENFORCEMENT Date 01/03/95

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

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

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

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

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

Contractor Name OLEDs

Mailing Address 400 Public Service Bldg  
Salem, OR 97310

Phone 1-503-378-5565

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

Effective Date 120194

Termination Date 120196

Original Contract Amount \$ DNA

Amount of Amendment \$ DNA

Total Amount of Agreement \$ DNA

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

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

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

☐ Monthly \$ \_\_\_\_\_ ☐ Net 30

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

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director [Signature]  
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration [Signature]  
(Class I, Class II contracts only)

Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 1/13/95

Date \_\_\_\_\_

Date \_\_\_\_\_

| VENDOR CODE   |                |        |              | VENDOR NAME |          |                 |         |            | TOTAL AMOUNT \$  |        |              |
|---|----------------|--------|--------------|-------------|----------|-----------------|---------|------------|------------------|--------|--------------|
| LINE NO.  | FUND           | AGENCY | ORGANIZATION | SUB ORG     | ACTIVITY | OBJECT/ REV SRC | SUB OBJ | REPT CATEG | LGFS DESCRIPTION | AMOUNT | INC/ DEC IND |
| 01.   | Not applicable |        |              |             |          |                 |         |            |                  |        |              |
| 02.   |                |        |              |             |          |                 |         |            |                  |        |              |
| 03.   |                |        |              |             |          |                 |         |            |                  |        |              |
| * If additional space is needed, attach separate page. Write contract # on top of page. |                |        |              |             |          |                 |         |            |                  |        |              |

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION  
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE  
106/1430

# ORIGINAL

Contract #800695

## LAW ENFORCEMENT DATA SYSTEM

### USER AGREEMENT

#### I. PARTIES TO THE AGREEMENT

The parties to this agreement are:

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

- (2) Multnomah County Jail

OR 26023C  
MCL

#### II. PURPOSE OF THE AGREEMENT

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

#### III. COMPLIANCE AUDITS.

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

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

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

## Contract #800695

### IV. INCORPORATED DOCUMENTS.

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

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

### V. TIMELINESS OF RECORD ENTRY.

The User Agency agrees to enter records into LEDS and NCIC promptly, to ensure maximum system effectiveness.

Timeliness for various files is defined below.

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

### VI. TIMELINESS OF RECORD REMOVAL

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

~~Contract #800695~~  
VI. TIMELINESS OF INQUIRY.

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

VIII. RECORD VALIDATION

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

IX. COMPLETENESS AND ACCURACY

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

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

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

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

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

X. TEN-MINUTE HIT CONFIRMATION

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

**Contract #800695**

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

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

**XII. STANDARDS AND SANCTIONS**

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

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

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

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

**Contract #800695**

**XIII. TERM AND TERMINATION**

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

User Agency

LEDS

Multnomah County Sheriff's Office Law Enforcement Data System  
Agency Name Agency Name

John Bunnell  
Name of Person Signing

Lloyd Smith  
Name of Person Signing

Sheriff  
Title

Director, LEDS  
Title

Signature

Signature

Date

Date

MULTNOMAH COUNTY

By: Beverly Stein  
Beverly Stein, Chair

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

By: Signature

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 7-26-95  
Carrie A. Peterson  
BOARD CLERK

✓  
PLEASE PRINT LEGIBLY!

Bainson

MEETING DATE

1/26/95

NAME

BRIAN E. BAINSON

ADDRESS

415 HE 65<sup>TH</sup> AVE

STREET

PORTLAND

CITY

97213

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

12-2

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK



MEETING DATE: JAN 26 1995  
AGENDA NO: R-2

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Order and Bargain Sale Deed

BOARD BRIEFING Date Requested: No Brief

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

REGULAR MEETING: Date Requested: January 26, 1995

Amount of Time Needed: 15 minutes

DEPARTMENT: Non departmental DIVISION: District 3, Commissioner Collier

CONTACT: Heidi Soderberg TELEPHONE #: 248-3740

BLDG. / ROOM #: 106-1500

PERSON(S) MAKING PRESENTATION: Commissioner Collier/Heidi Soderberg

**ACTION REQUESTED:**

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

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

In the Matter of the Relinquishment of County Land Adjacent to the Northwest Quarter of Section 32, Township 1 North, Range 2 East, W.M., Portland, Multnomah County, Oregon.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: 

OR

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

*Copy of Order 95-24 + Original Deed sent to Bob Oberst on 1-26-95.*

BOARD OF  
COUNTY COMMISSIONERS  
1995 JAN 19 PM 4:31  
MULTNOMAH COUNTY  
OREGON



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

---

TO: Board of County Commissioners

FROM: Commissioner Tanya Collier

DATE: - January 4, 1995

REQUESTED PLACEMENT DATE:

SUBJECT: Transfer of Property Known as Rosemont Bluff

---

- I. Recommendation/Action Requested: Approve transfer of property known as Rosemont Bluff to the City of Portland Parks and Recreation for the purpose of building a community park.
- II. Background/Analysis: Rosemont Bluff is currently owned by Multnomah County. There are a total of 2.11 acres of land that are zoned as an open space with a conservation overlay. Center Neighborhood Association would like to work in partnership with Portland Parks and Recreation to build a neighborhood park (see attached exhibit 1).
- III. Financial Impact: Land is appraised at \$112,100.
- IV. Legal Issues: None anticipated.
- V. Controversial Issues: None anticipated.
- VI. Link to Current County Policies: Transfer of County parks to the City of Portland Parks and Recreation.
- VII. Citizen Participation: Action requested by Center Neighborhood Association (see attached exhibit 2)
- VIII. Other Government Participation: City of Portland is willing to accept transfer of land to build a neighborhood park (see attached exhibit 3).

**Briefing Item: RECEIVING LAND TRANSFER OF PROPERTY KNOWN AS ROSEMONT BLUFF****Issue:**

Should the City of Portland and Portland Parks and Recreation take ownership of the piece of Multnomah County Property known as Rosemont Bluff for the purpose of building a neighborhood park?

**Staff Recommendation:**

The City should take ownership of Rosemont Bluff and work in partnership with the CENTER Neighbor Association to build a vest pocket park on the SE corner of the property. The rest of the space should be maintained as a natural space.

**Rationale:**

This proposal offers an ideal opportunity for the Portland Parks and Recreation to partner with a community group and establish a new park in a park deficient area. There are currently no parks within CENTER Neighborhood Association boundaries. Rosemont Bluff is the area's only significant greenspace. The plan for the park creates a low cost natural space that would require only minimal maintenance.

The neighborhood group is strong, well-organized and committed to making this project happen. They are willing to volunteer their labor in helping with the clean-up, development and maintenance of the park. They are also willing to help find funding for the project in the form of grants and other fundraising efforts. Brain Bainnson, from the CENTER Neighborhood Association, is spearheading this effort. He is a landscape architect, and has offered to help write a management plan. In addition, Hal Ogburn, Director of the Donald E. Long Home which neighbors the park, has offered work crews to help with the ongoing maintenance of the park.

**Possible Problems:**

None anticipated. However, the nature of volunteerism suggests that commitment by the Neighborhood Association may not be constant.

**Background:**

Rosemont Bluff is currently owned by Multnomah County. There are a total of 2.11 acres of land located across 68th street from the Donald E. Long juvenile home. It is zoned OS c. The space has been vacant for the past 12 years and Multnomah County has no plans for the property.

CENTER Neighborhood Association has been seeking support for the project since February of 1993. Metro declined to accept the property because it was not regional in nature. Multnomah County is in complete support of the creation of this park. Because the County is no longer in the business of delivering park services, this project needs the support of an agency that is best suited to helping the Park become a reality. In this case, the appropriate agency is Portland Parks and Recreation.

DEC 16 1994

EXHIBIT 2



CITY OF

# PORTLAND, OREGON

DEPARTMENT OF PUBLIC SAFETY

Charlie Hales, Commissioner  
1220 S.W. Fifth Avenue  
Room 404  
Portland, Oregon 97204  
(503) 823-4682  
FAX (503) 823-4040

MEMO TO: Commissioner Tanya Collier  
FROM: Charlie Hales *Charlie Hales*  
DATE: December 13, 1994  
RE: Rosemont Bluff

I understand your staff member, Heidi Soderberg and Jim Sjulín, Natural Resource Director for Parks and Recreation are working with all the involved parties to develop a park plan for Rosemont Bluff.

Your progress to date has my full support. Once the proposal has reached the City Council, after the first of the year, we will be able to accept the property as a designated City park.

This process is an impressive example of great cooperation among County, Donald E. Long Home, Metro grants, Central Neighborhood Association and many determined citizens. Thank you for your efforts.

C: Lee Stapleton, President Central Neighborhood  
Brian Bainnson, Chair Land Use Committee

October 18, 1994

Charles Hales  
City Commissioner  
City Hall  
1220 SW Fifth Ave.  
Portland, OR 97204

Dear Commissioner Hales,

I am writing to request assistance from your office concerning a project that has been approved by the Board of Center Neighborhood Association.


The Center Neighborhood has been working over the last six months researching the ideas and developing a proposal to turn a piece of property within our neighborhood into our first and only public open space. The property known as Rosemont Bluff is located on NE 68th street across from the Donald E. Long Juvenile Home. We have worked closely with Heidi Soderberg of County Commissioner Tanya Collier's office and Jim Sjulín of the Portland Parks department on this proposal. At the suggestion of Mr. Sjulín the Center Neighborhood is taking this formal step of asking the City for its help in achieving our goal of having a park in our area.

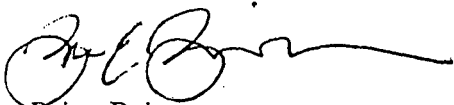
The Center Neighborhood Association requests the City of Portland (in conjunction with Multnomah County and the Center Neighborhood Association) to pursue the development of the Rosemont Bluff site and the eventual inclusion of the site into the City's Parks system. Our Association commits itself to working with the City of Portland to develop a management plan for the property. Our Association will provide volunteers to assist in the cleanup and restoration of the property and will coordinate with Multnomah County for the transition of the property to City ownership. Our association will pursue commitments from Multnomah County (The Donald E. Long Juvenile Home) for assistance in the clean up, restoration, and a portion of the ongoing maintenance.

The Center Neighborhood would like a commitment from the City to work toward the long term goal of moving this property into the City parks system. We understand as a first step to this aim the City provides the neighborhood with the necessary technical assistance to develop and get approval of a management plan.

The Center Neighborhood Association thanks you for your consideration of this proposal and looks forward to working with your office on this project. Please see the additional information that is enclosed.

Sincerely,

  
Lee Stapleton  
President  
Center Neighborhood Association  
(503) 235-4116

  
Brian Bainnson  
Chairman Land Use Committee  
Center Neighborhood Association  
(503) 253-8299

cc  
Tanya Collier, County Commissioner  
Tim Brooks, Portland City Planning  
Jim Sjulín, Portland Parks Department

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

|   |   |        |
|---|---|--------|
| In the Matter of the Relinquishment of County       | ) |        |
| Land Adjacent to the Juvenile Justice Center in the | ) |        |
| Northwest Quarter of Section 32, Township 1         | ) | Order  |
| North, Range 2 East, WM., Portland, Multnomah       | ) | 95- 24 |
| County, Oregon.                                     | ) |        |

IT APPEARING that the real property consisting of approximately 2.177 acres of land and described in the BARGAIN AND SALE DEED before the Board this date is surplus to the needs of Multnomah County and is zoned by the City of Portland for Open Space uses only; and

IT APPEARING that the said real property is suitable for use as a public park or open space and that the City of Portland, Oregon is the appropriate governmental body to hold and operate said real property for such public purpose; and

IT APPEARING that Multnomah County may relinquish title to the real property to the City of Portland for such public purpose pursuant to the provisions of ORS 271-330; and

IT APPEARING that the relinquishment of title for such public use will benefit Multnomah County and the Board being fully advised in the matter:

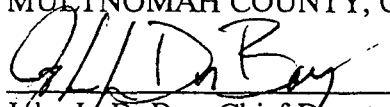
IT IS ORDERED that Multnomah County execute this BARGAIN AND SALE DEED before the Board this date and any other documents required for completion of this relinquishment and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

DATED this 26th day of January, 1995.

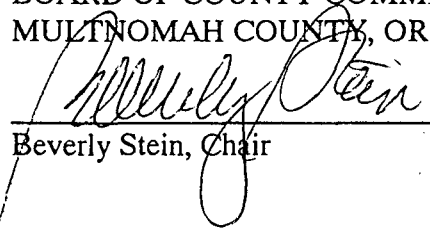


REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
John L. DuBay, Chief Deputy

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

## BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That Multnomah County, a Political Subdivision of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto City of Portland, a Municipal Corporation of the State of Oregon, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Multnomah, State of Oregon, described as ~~XXXXXX~~ in exhibit "A" on the reverse side hereof:

Provided that said real property shall be used and continue to be used by the grantee for public park and open space purposes and should the property cease to be used for such purposes, title shall revert to the grantor.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1.00

However, the actual consideration ~~XXXXXX~~ includes other ~~XXXXXX~~ value ~~XXXXXX~~ promised which is the whole part of the consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 26th day of January, 1995; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Multnomah County, a Political Subdivision of the State of Oregon

By Beverly Stein, County Chair

STATE OF OREGON, County of Multnomah ss.

This instrument was acknowledged before me on January 26, 1995,

by Beverly Stein

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Notary Public for Oregon

My commission expires January 24, 1997

Multnomah County  
2505 SE 11th Avenue  
Portland, Oregon 97202

Grantor's Name and Address

City of Portland  
1120 SW 5th Ave., #1204  
Portland, Oregon 97204

Grantee's Name and Address

After recording return to (Name, Address, Zip):  
City of Portland  
1120 SW 5th Ave., #1204  
Portland, Oregon 97204

Until requested otherwise send all tax statements to (Name, Address, Zip):

City of Portland  
1120 SW 5th Ave., #1204  
Portland, Oregon 97204



OFFICIAL SEAL  
CARRIE ANNE PARKERSON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 021551  
MY COMMISSION EXPIRES JAN. 24, 1997

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

ss.

County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Deeds of said County.

Witness my hand and seal of County affixed.

NAME TITLE  
By \_\_\_\_\_ Deputy

# EXHIBIT "A"

A tract of land situated in the northwest one-quarter of Section 32, Township 1 North, Range 2 East, Willamette Meridan, City of Portland, Multnomah County, Oregon.

Beginning at a re-entrant corner of the plat of Rosemont Addition recorded in Plat Book 163, Page 6, said point being N. 89° 17' 40" W., 0.11 feet from a  $\frac{1}{2}$ " iron pipe at the centerline intersection on N.E. Multnomah St. and N.E. 68th Ave., thence S. 01° 42' 20" W., along the west line of said plat of Rosemont Addition a distance of 423.60 feet to the north right-of-way line of N.E. Hassalo Street; thence N. 87° 37' 08" W., along the said north right-of-way line a distance of 371.70 feet to the point of curvature on the easterly right-of-way line of N.E. 68th Ave., thence along said easterly right-of-way line and along the arc of a 28.47 foot radius non-tangent curve to the right through a central angle of 48° 34' 27" (long chord bears N. 26° 58' 09" E., a distance of 23.42 feet) an arc length of 24.14 feet, to a point of tangency; thence N. 51° 15' 23" E., a distance of 5.16 feet to the point of curvature; thence along the arc of a 906.47 foot radius curve to the left through a central angle of 34° 41' 55" (long chord bears N. 33° 54' 26" E., a distance of 540.61 feet) an arc length of 548.97 feet to the point of tangency; thence N. 16° 33' 30" E., a distance of 174.25 feet to a point on the west right-of-way line of N.E. 68th Avenue (shown as Mays Avenue on said plat of Rosemont Addition); thence S. 01° 42' 20" W., along said west right-of-way line a distance of 230.89 feet to a point on the southerly line of the Plat of Rosemont Addition; thence S. 87° 37' 16" E., along said southerly line a distance of 25.00 feet to the point of beginning, containing 2.177 acres of land more or less.



Meeting Date **JAN 26 1995**

Agenda No.: R-3

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

**AGENDA PLACEMENT FORM**

**SUBJECT:** Resolution Approving an Intergovernmental Agreement and Contract for the Regional Arts and Culture Council

**BOARD BRIEFING:**      Date Requested:  
                                 Amount of Time Needed:

**REGULAR MEETING:**      Date Requested: January 26, 1995  
                                 Amount of Time Needed: 20 minutes

**DEPARTMENT:** Nondepartmental      **DIVISION:** Chair's Office

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

**PERSON(S) MAKING PRESENTATION:** Bill Bulick

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

The Metropolitan Arts Commission has been restructured as a nonprofit agency, the Regional Arts and Culture Council(RACC). The Intergovernmental Agreement expresses policy support the RACC as the arts and culture agency for the agency. The contract establishes a mechanism for transfer of appropriated fund to the RACC and clarifies the roles and responsibilities of the RACC and Multnomah County in this new relationship.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
**OR**  
**DEPARTMENT MANAGER:** \_\_\_\_\_

*[Signature]*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

*Copy of Resolution 95-25 sent to Delma Farrell on 1-26-95.*

BOARD OF  
COUNTY COMMISSIONERS  
1995 JAN 19 PM 4:13  
MULTNOMAH COUNTY  
OREGON



# Beverly Stein, Multnomah County Chair

Room 1410, Portland Building  
1120 S.W. Fifth Avenue  
P.O. Box 14700  
Portland, Oregon 97204  
(503) 248-3308

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Meganne Steele, Assistant to the Chair *MS*

DATE: January 18, 1995

REQUESTED  
PLACEMENT  
DATE: January 26, 1995

RE.: Resolution Approving an Intergovernmental  
Agreement and contract for the Regional Arts and  
Culture Council

## I. Actions Requested

A. The chair is authorized to enter into: (1) an Intergovernmental Agreement with the City of Portland, Metro, and Washington, Clackamas and Clark Counties which designates the Regional Arts and Culture Council [RACC] as the arts and culture council for the region; and (2) a Contract between Multnomah County and the RACC, conferring on RACC the roles and responsibilities previously assumed by the Metropolitan Arts Commission.

B. The 1973 City/County Intergovernmental Agreement, as amended, which established the Metropolitan Arts Commission shall be terminated upon the effective date of this resolution; the thirty (30) day termination requirement in the prior Intergovernmental Agreement be waived.

## II. Background/ Analysis

Board approval of a new Intergovernmental Agreement is necessary due to the restructuring of the Metropolitan Arts Commission (MAC) as a nonprofit organization, the Regional Arts and Culture Council. Approval of a contract with RACC



is necessary to provide a mechanism for transferring funds and establishing roles and responsibilities with the RACC as a nonprofit agency.

The Regional Arts and Culture Council (RACC) has been established in order to implement the Arts Plan 2000+ and Metro Regional Arts Funding Task Force Recommendations to provide more cost effective, efficient and flexible services. Multnomah County was an active participant in the Metro Regional Arts Funding Task Force, a task force with representation from all regional counties, which recommended short and long term solutions to arts programs and facilities needs, including the establishment of a nonprofit organization. The Board has been routinely apprised of the progress towards establishment of the RACC as a nonprofit organization: the most recent progress report was provided at the Mid-Year Performance Review worksessions in December 1994.

### III. Financial Impact

There are no identifiable financial impacts on Multnomah County as a result of these actions. However, it is anticipated that the RACC will be able to operate with more administrative efficiency by virtue of its new status as an independent nonprofit organization.

### IV. Legal Issues

There are no legal issues with this resolution or the related IGA or contract. A companion ordinance makes technical corrections to existing Multnomah County Code provisions to delete reference to the MAC and to insert reference to the RACC.

### V. Controversial Issues

No controversial issues have been identified.

### VI. Link to Current County Policies

As outlined in the text of the Intergovernmental Agreement, the restructuring of MAC is consistent with county policies to strive for increased regional support of the arts and to further our good government benchmarks.

### VII. Citizen Participation

Extensive citizen participation supported development of the Arts 2000+ plan and the Metro Regional Arts Funding Task

force, which recommended establishment of a nonprofit organization.

#### VIII. Other Governmental Participation

The City of Portland, Clackamas County and Washington County have approved this Intergovernmental Agreement. The other jurisdictions are expected to approve it in the near future. A joint signing ceremony is planned for the week of February 20th.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

|                                 |   |            |
|---------------------------------|---|------------|
| In the matter of Approving an   | ) |            |
| Intergovernmental Agreement and | ) | RESOLUTION |
| Contract for the Regional Arts  | ) | 95-25      |
| and Culture Council             | ) |            |

WHEREAS, the City of Portland, Oregon and Multnomah County created by Intergovernmental Agreement, dated July 1, 1973, as amended, a City/County commission known as the Metropolitan Arts commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.

WHEREAS, MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addressed the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.

WHEREAS, the City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas, Washington and Clark Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.

WHEREAS, Multnomah County was an active participant in the Metropolitan Regional Arts Funding Task Force, a task force with representation from all regional counties, which recommended short and long term solutions to arts programs and facilities needs, including the establishment of a nonprofit organization.

WHEREAS, MAC has restructured into a nonprofit organization, the Regional Arts and Culture Council (RACC), in order to implement the Arts Plan 2000+ and Metro Regional Arts Funding Task Force Recommendations to provide more cost effective, efficient and flexible services.

WHEREAS, the purpose of local government investment in the arts, including Multnomah County funding, is to promote access, inclusion, and excellence in the arts, and to enhance the contribution of the arts to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

NOW, THEREFORE BE IT RESOLVED:

A. The chair is authorized to enter into: (1) an Intergovernmental Agreement with the City of Portland, Metro, and Washington, Clackamas and Clark Counties which designates the RACC as the arts and culture council for the region.[ Exhibit A to this Resolution.]; and (2) a Contract between Multnomah County and the RACC, conferring on RACC the roles and responsibilities previously assumed by the Metropolitan Arts Commission ( Exhibit B to this resolution.)

B. The 1973 City/County Intergovernmental Agreement, as amended, which established the Metropolitan Arts Commission shall be terminated upon the effective date of this resolution; the thirty (30) day termination requirement in the prior Intergovernmental Agreement be waived.

Approved this 26th day of January, 1995.



MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein  
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BY John L. Dufay

# *"Exhibit A"*

## CONTRACT FOR SERVICES MULTNOMAH COUNTY

### CAPTION

Multnomah County (County)  
Regional Arts and Culture Council (Contractor)

### RECITALS

1. Multnomah County decided in 1973 that a vital arts sector was a worthwhile investment and co-founded the Metropolitan Arts Commission (MAC) by Intergovernmental Agreement with the City of Portland to support the development of the arts and increase their availability to the public;
2. The Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for Multnomah County, the City of Portland, and Metro. MAC is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art of the City/County Public Art Collection.
3. Multnomah County was a primary sponsor, funder and participant in the citizen driven Arts Plan 2000+ and accepted its findings in February, 1992;
4. Multnomah County and the City of Portland recognized the increasingly regional scope of MAC's duties and amended the Intergovernmental Agreement in 1993 to include Clackamas, Washington, and Clark Counties allowing for regional representation and service delivery;
5. Multnomah County was an active participant in the Metro Regional Arts Funding Task Force, which recommended short and long term solutions to arts programs and facilities needs including the transition of MAC to a regional, nonprofit organization;
6. MAC has restructured into a non profit organization in order to implement the Arts Plan 2000+ and Metro Regional Arts Funding Task Force recommendations to provide more cost effective, efficient and flexible services;
7. It is well established and confirmed that local governments have an appropriate role in encouraging the arts, using modest investments to leverage other resources. This transition is not intended to diminish that role;

8. The purpose of local government investment in the arts, including Multnomah County funding, is to promote access, inclusion and excellence in the arts, to leverage other resources for the arts, and to enhance the arts' contribution to human services, economic vitality, educational opportunities, neighborhood and community revitalization, economic vitality and overall quality of life;

9. Multnomah County along with City of Portland, Metro, Washington, Clackamas, and Clark Counties have entered into an Intergovernmental Agreement designating RACC as the regional arts and cultural agency and agreed to enter into service agreements with RACC to provide leadership, strategic planning, policy making, financial support and coordination for the regional arts and cultural industry.

#### AGREEMENT

1. SCOPE OF CONTRACTOR SERVICES:

(a) The Contractor shall provide services specifically to Multnomah County. The Contractor shall provide the County those services set out below:

A. General Services:

The Contractor shall provide the following general services:

1. Oversee and review all public art matters for Multnomah County.
2. Continue operation of the Public Art Program.
3. Provide support to cultural development through grants to artists and arts and culture organizations, public art commissions and technical assistance.
4. Seek to make the arts and culture a part of every child's education by fostering partnerships with schools and providing residencies, teacher training and grants to arts education providers.
5. Coordinate and focus cultural development through policy-making, initiation of new partnerships and exercise of leadership.
6. Advise Multnomah County, City of Portland, Metro, Multnomah, Washington, Clackamas, and Clark County in connection with artistic and cultural development;



7. Implement Arts Plan 2000+;

8. Advocate for the arts and culture at the local, regional, state, and national level by representing the arts in public forums, providing information to the media, general public and key decision makers, helping to define a role for the arts and culture in the community and developing new resources.

9. Plan for development and wise stewardship of our cultural resources within the cultural sector and seek to incorporate an arts and cultural agenda into regional human service, economic development, education, and growth management strategies.

10. Involve citizens in its decision making at all levels, evaluating its services and reporting on their outcomes.

11. Promote and encourage public programs to further the development and public awareness of, and participation in, the visual, literary, and performing arts;

B. Specific Services:

In providing the general services described above, the Contractor shall provide not less than the following services:

1. Continue operation of the Public Art Program:

a) Percent for Art Guidelines, as revised, shall continue to be used as the process for selecting, purchasing, commission, placing, and maintaining the art purchased through the Percent for Art Program;

b) Continue to advise other governments and private developers on development of public art programs;

c) Continue to develop public art education programs for schools, tourism groups and the general public;

2. Provide support to cultural development through grants to artists and arts organizations, public art commissions and technical assistance.

a) Continue operation of the Re-grants program which supports the visual, literary and performing arts

through direct grants to arts organizations and artists, according to County adopted guidelines;

b) Continue operation of the Community Services Program, which comprises the coordination, planning, partnership development and advocacy work of the RACC, including administrative functions, Arts Plan tracking and implementation and development of new and alternative resources for the arts. The program includes technical assistance to arts groups and artists to improve their effectiveness and outreach to under served communities and artists.

3. Develop and implement a youth arts program in cooperation with the Multnomah County Juvenile Justice Division and other community based youth service providers to create public art projects that can engage youth in positive behaviors and divert them from the justice system.

4. Develop and implement a Neighborhood Arts Program working with the Multnomah County Community and Family Services Division, Commission on Children and Families and neighborhood based organizations. RACC will work with neighborhoods to identify ways that cultural programs can contribute to livability and address neighborhood problems.

5. Develop and market a cultural tourism program collaborating with tourism marketing agencies, Metropolitan Exposition-Recreation Commission (MERC), arts organizations, the Business Committee for the Arts, Association for Portland Progress (APP), Tri-Met and other agencies to develop and market cultural tourism package tours and to improve the thoroughness and distribution of events calendars and arts resource guides.

6. Seek to make the arts and culture a part of every child's education by fostering partnerships with schools and providing residencies, teacher training and grants to arts education providers.

a) Operate the Artists in Education program which includes artist residencies in schools, pre-schools, special education sites and social service settings designed to integrate with curriculum according to RACC guidelines;

7. Support development of and access to the arts.

a) Conduct studies, hearings, and investigations to determine the needs of the county and region in the arts

and to provide leadership to activities of agencies and organizations having responsibility for services to and presentations of the arts;

b) Prepare, publish and disseminate educational and other materials dealing with the arts;

8. Advocate for the arts and culture at the local, regional, state, and national level by representing the arts in public forums, providing information to the media, general public and key decision makers, helping to define a role for the arts in the community and developing new resources.

a) Work with local, regional, state and federal governmental agencies and with public and/or private groups and foundations to secure contributions and grants to finance programs for the arts and to develop collaborative projects beneficial to multiple services such as enhancing travel and lodging industry through cultural tourism, to gather and consolidate information relation to the arts, and report to Multnomah County and the region periodically on its findings;

b) Recommend changes in legislation in local laws and policies needed to promote the aesthetic and cultural development of the region;

9. Implement Arts Plan 2000+;

Serve Multnomah County, City of Portland, Metro, Clackamas, Washington, and Clark Counties in the implementation of Arts Plan 2000+ to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, education, economic development, regional growth management, and quality of life, and to enter into contracts for grants and services in those jurisdictions.

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

RACC will develop and report on annual action plans and key results consistent with the Scope of Contractor Services (Section 1, A and B) and submit them for Multnomah County review on an annual schedule set forth by the Project Manager. From the effective date of this agreement to June 30, 1995,

the annual goals shall be MAC Management Objectives contained within the adopted 1994/95 Metropolitan Arts Commission budget.

2. SCOPE OF COUNTY SERVICES

(a) To assist the Contractor in carrying out its obligations hereunder, the County shall perform the services set out below:

1. The County shall be responsible for the ongoing custody and control of Multnomah County Public Art as listed in the current inventory report and shall be responsible for storage, structural integrity and insurance. It is agreed that as of the effective date of this agreement, the "current inventory " is the report attached as Exhibit A to this contract. The inventory report shall be updated as appropriate by the Contractor.

2. The County shall submit a copy of its proposed and adopted CIP Budget to the Contractor according to Chapter 11.90 of the County Code to be used in the Percent for Art program for planning, funding and administering projects.

3. The County shall appoint a Multnomah County Commissioner as an ongoing liaison with Contractor.

4. The County Chair shall appoint members to RACC board in accordance with RACC bylaws.

5. The County shall include the Executive Director of Contractor or a designate in county goal setting, annual retreats, and appropriate task forces.

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

1. Ongoing responsibilities shall begin as of the effective date of this contract;

2. County Commission liaison shall be appointed as of the effective date of this contract;

3. CIP budgets shall be submitted to the as required by County Code, Chapter 11.90 Percent for Arts; and

4. Board of director appointments shall be at the request of the Contractor's project manager.

3. COMPENSATION

1. Year one transfer of funds:

In year one of this contract, the 1994-95 budget appropriation for MAC is \$ 375,071, including the \$100,000 transient lodging tax transfer. The Contractor is owed two remaining quarterly payments for the transient lodging tax transfer which total \$50,000. The City of Portland has received the remaining \$ 325,071 and is responsible for transferring that amount to the Contractor.

2. Percent for the Arts

In accordance with Multnomah County Code Chapter 11.90 as revised, the 1.33% for art shall be transferred to the Contractor from appropriate County capital project budgets. At the discretion of the County Chair, the transfer shall occur: (1) when the capital project budgets are appropriated by the Board of County Commissioners; or (2) before construction bids are awarded for a particular project. The art funds shall be transferred when the project architect is hired, if at the same time, the artist is hired.

3. General Fund Allocation

Multnomah County will annually determine a general fund allocation to RACC. The County's general fund allocation shall be transferred to the Contractor in four, equal quarterly payments by the 15th day of each quarter, based upon the appropriated budget.

4. Transient lodging tax transfer

Subject to MCC Ordinance #790 as revised, transient lodging taxes in an amount not to exceed \$100,000 per year shall be transferred to the Contractor in 1994-95, 1995/96 and 1996/97. As stated in the ordinance, "Hotel Tax revenues transferred to the Metropolitan Arts Commission will not replace Multnomah County general fund support, but will augment and stabilize funding over the three year period." The County will make four, equal quarterly payments to the Contractor each year for the transient lodging tax transfer.

5. Additional special appropriations

The County may consider additional special appropriations as opportunities may from time to time arise.

4. EFFECTIVE AND TERMINATION DATES

This contract shall be effective upon approval by the Contractor and the County and shall terminate on June 30, 1997.

5. EARLY TERMINATION OF AGREEMENT

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

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

6. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection 6(a) or 6(b), EARLY TERMINATION OF AGREEMENT, hereof, the County shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date. Contractor shall return all unexpended funds to County within 30 (thirty) days of notice of termination.

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

7. REMEDIES

(a) The remedies provided to the Parties under section 6, EARLY TERMINATION OF AGREEMENT shall not be exclusive. The Parties also shall be entitled to any other equitable and legal remedies that are available.

8. COUNTY PROJECT MANAGER

(a) The County Project Manager shall be the County Commissioner designated as liaison.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, and to carry out any other County actions referred to herein.

9. COMPLIANCE WITH LAWS

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

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

10. OREGON LAW AND FORUM

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

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

11. INDEMNIFICATION

The Contractor shall hold harmless, defend and indemnify for public liability and property damage the County, and the County's officers, agents and employees against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this Agreement.

12. WORKERS' COMPENSATION INSURANCE

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

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

(c) The Contractor agrees to accurately complete Multnomah County's Questionnaire for Workers' Compensation Insurance and for Qualification as an Independent Contractor prior to commencing work under this Agreement. The Questionnaire is attached to this Agreement as Exhibit B and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of

information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, the County may terminate the Agreement immediately and the notice requirement contained in subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, shall not apply.

13. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the County. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding County approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

14. ASSIGNMENT

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

15. INDEPENDENT CONTRACTOR STATUS

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

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

16. NOTICE

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

If to the County: Office of the Chair  
1120 SW Fifth Ave, Room 1515



Portland, Oregon 97204

If to the Contractor: Bill Bulick, Executive Director  
309 SW 6th Ave, Suite 100  
Portland, Oregon 97204

17. SEVERABILITY

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

18. INTEGRATION

This Agreement in combination with the Intergovernmental Agreement establishing contractor as the Regional Arts and Culture Council and the Transition Agreement between the City of Portland and Contractor contains the entire agreement between Multnomah County, City of Portland and the Contractor and supersedes all prior written or oral discussions or agreements.

19. FUNDS

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

20. BUSINESS LICENSE

The Contractor shall obtain applicable business license, if any, that may be required for a Section 501(c)(3) tax exempt corporation.

21. COMMENCEMENT OF WORK

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

- (a) workers' compensation insurance is obtained, as outlined in section 13, WORKERS' COMPENSATION INSURANCE; and,
- (b) this Agreement is fully executed by the parties and approved by the County Attorney's Office; and,
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

22. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billings to the County and to document the performance of services in accordance with this agreement. The County or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Contractor regarding its billings and performance of services. The Contractor shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this Agreement.

23. AUDITS

(a) The County, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 23, MAINTENANCE OF RECORDS. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the County.

(c) If any audit shows performance of services under section 1, SCOPE OF CONTRACTOR SERVICES, is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the County may pursue remedies provided under section 6, EARLY TERMINATION OF AGREEMENT, and section 8, REMEDIES.

24. LIABILITY INSURANCE

(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the County and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damage; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability

imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the County and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the County Auditor. If the insurance is cancelled or terminated prior to completion of the Agreement, the Contractor shall provide a new policy with the same terms.

The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

(b) The Contractor shall maintain on file with the County Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the County Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the County.

25. AMENDMENTS

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

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

26. PROGRESS REPORTS

The Contractor shall provide progress reports in a format and on a schedule established by the Project Manager. The intent of the County is to involve the contractor in the establishment of reporting procedures and to generally minimize unnecessary paperwork. The schedule for programmatic and financial reports need not always be concurrent. The annual financial statement of the RAAC shall be submitted to the Project Manager as soon as it is available.

27. NON-WAIVER

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

28. PROHIBITED INTEREST

(a) No County officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No County officer or employee who participated in the award of this Agreement shall be employed by the Contractor, except for those employees transferred from county employment to contractor appointment, during the period of the Agreement.

29. PAYMENTS TO VENDORS AND SUBCONTRACTORS

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

CONTRACTOR: \_\_\_\_\_

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

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

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

Business License No. \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Social Security No. \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

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

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

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

REVIEWED:

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

Laurence Kressel, County Counsel  
For Multnomah County, Oregon

F:\DATA\COUNSEL\WPDATA\NINE\570LK.CON\mw

January 19, 1995

MEETING DATE: JAN 26 1995

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement

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

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

REGULAR MEETING: Date Requested: 1/26/95

Amount of Time Needed: 2 Minutes

DEPARTMENT: Nondepartmental

DIVISION: County Chair's Office

CONTACT: Meganne Steele

TELEPHONE #: X-3961

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Meganne Steele

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement among City of Portland, and Clackamas, Washington and Multnomah Counties in Oregon and Clark County, Washington and Metro for support of the Regional Arts & Culture Council

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 JAN 19 PM 1:12  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

*Originals sent to Delma Furell on 1-26-95.*

6/93



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

MULTNOMAH COUNTY OREGON

Contract # 500365

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

| CLASS I   | CLASS II   | CLASS III   |
|---|--|---|
| <input type="checkbox"/> Professional Services under \$25,000 | <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)<br><input type="checkbox"/> PCRB Contract<br><input type="checkbox"/> Maintenance Agreement<br><input type="checkbox"/> Licensing Agreement<br><input type="checkbox"/> Construction<br><input type="checkbox"/> Grant<br><input type="checkbox"/> Revenue | <input checked="" type="checkbox"/> Intergovernmental Agreement<br><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b><br>AGENDA # <u>R-4</u> DATE <u>1/26/95</u><br><u>Carrie A. Parkerson</u><br><b>BOARD CLERK</b> |

Department Chair's Office Division - Date 1-18-95Contract Originator M. Steele Phone X3961 Bldg/Room \_\_\_\_\_Administrative Contact Delma Farrell Phone X3953 Bldg/Room 106/1515Description of Contract An IGA between Multnomah County, City of Portland, Metro and Washington, Clackamas and Clark Counties for support of the Regional Arts + Culture Council

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 when signedTermination Date n/a

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

Total Amount of Previous Amendments \$ \_\_\_\_\_

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

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

**REQUIRED SIGNATURES:**Department Manager Beverly Steinfeld

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

County Counsel Beverly Steinfeld for LKCounty Chair / Sheriff Beverly Steinfeld

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

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

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

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 1/19/95

Date \_\_\_\_\_

Date 1/19/95Date 1/26/95

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## INTERGOVERNMENTAL AGREEMENT

### PARTIES

This Intergovernmental Agreement is among the City of Portland, Oregon, Multnomah County, Oregon, Clackamas County, Oregon, Washington County, Oregon, Clark County, Washington, and Metro, Oregon.

### RECITALS

1. STATEMENT OF HISTORY OF METROPOLITAN ARTS COMMISSION (MAC)

a. City of Portland/Multnomah County Intergovernmental Agreement

(i) Purpose

The City of Portland, Oregon and Multnomah County created by Intergovernmental Agreement, dated July 1, 1973, as amended, a City/County Commission known as the Metropolitan Arts Commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.

(ii) Fiscal Agent

The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of MAC and employees of MAC were deemed employees of the City for purposes of determining fringe benefits.

(iii) Regional Planning

MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addressed the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.

(iii) Arts Plan 2000+



Arts Plan 2000+, a citizen created cultural plan, was completed in February, 1992 with goals of region-wide access, coordination, support, policy and planning for the arts. Arts Plan made 72 recommendations to achieve a vital and regionally balanced arts and cultural sector, recognizing the varied interests of the public, the individual artists, facility and fiscal needs of arts organizations. A coordinated, regional approach was identified as a key to fulfillment of all strategies. MAC was directed by an amendment to the 1973 City/County Intergovernmental Agreement to transform and expand into a regional coordinating body. In partnership with all affected jurisdictions MAC appointed a regionally balanced "Regional Arts Council Transition Team" which developed a new agenda and governing structure, adopted by MAC, the City of Portland, Multnomah County, Clackamas and Washington Counties and the Regional Arts Funding Task Force. The Regional Arts Funding Task Force is a Metro/City of Portland Task Force with representation from all regional counties.

(iv) Addition of Clackamas, Clark, and Washington Counties

The City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas, Washington and Clark Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.

b. Public Art Program

(i) Establishment of Public Art Program

As a part of the development of a region-wide arts industry, the Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for the City of Portland, Multnomah County, and Metro. MAC contracts with Tri-Met, Port of Portland, City of Gresham and with other public agencies for the selection and

management of Public Art. MAC, with advice from the Public Art Advisory Committee is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art in the City/County Public Art Collection.

(ii) Zoning Code responsibility

MAC is responsible for approving art substitutes for ground floor windows and for approving art bonus floor area ratios as defined in the City of Portland Zoning Code (Title 33) according to MAC adopted guidelines.

(iii) Other responsibilities

The Public Art Program also operates the Metropolitan Center for Public Art, administers the Visual Chronicle of Portland Collection, and participates in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks.

c. Public Art Trust Fund

The Public Art Trust Fund is a fund within the City of Portland Treasury into which monetary contributions for Public Art are deposited. Of the 1.33% of the total costs of improvement projects, 1% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .33% is used for selection, administration, community education and registration of Public Art. Separate accounts are established within the Public Art Trust Fund if separate accounting is requested by a participating agency or required by law.

d. Regional Funding and Programs

As a result of Arts Plan 2000+, Washington and Clackamas Counties and Metro have recognized the importance of regional cooperation, coordination and collaboration by recognizing MAC as the designated regional arts council and they have made their first contributions to a regional funding pool.

2. STATEMENT OF HISTORY OF REGIONAL ARTS AND CULTURE COUNCIL (RACC)

a. Incorporation and tax status

RACC is incorporated under the Oregon Nonprofit Corporation Law. RACC is tax exempt under Section 501(c)(3) of the Internal Revenue Code.

b. Formerly called Metropolitan Regional Arts Council

Founded during Arts Plan 2000+ in 1991, the Metropolitan Regional Arts Council was established to administer an Arts in Education Program and to ultimately accept the duties of MAC and to expand those duties on a regional basis.

c. Articles of Incorporation and Bylaws

The Regional Arts and Culture Council has amended its articles of incorporation and bylaws to reflect the change from the Metropolitan Regional Arts Council to RACC.

c. Purposes

RACC exists to foster the development of arts and culture among our regional communities so that they might touch and improve the lives of all citizens, to represent the public in cultural policy making, and to provide leadership, financial support, resource development, strategic planning, advocacy and coordination of the regional arts industry.

RACC will be the steward of public investment in the arts, providing cost effective, efficient and flexible services in the promotion of access, inclusion and excellence in the arts and culture; to leverage other resources for the arts and culture; to enhance their contribution to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

WHEREFORE: THE PARTIES AGREE AS FOLLOWS:

1. RACC DESIGNATED AS REGIONAL ARTS AND CULTURAL AGENCY

RACC shall be designated as the arts and cultural agency with responsibility for the stewardship of public investment, and for serving citizens of the region by providing leadership, strategic planning, policy

development, coordination, and financial support of the regional arts industry.

2. SELECTION OF BOARD OF DIRECTORS

The board of directors shall consist of twenty three members as long as the governmental entities listed below continue to be a party to this agreement. If a governmental entity chooses to withdraw from this agreement, then the number of directors shall be reduced by the number of directors assigned to that jurisdiction. The RACC board of directors, or a board committee to which the task has been delegated, shall work in conjunction with citizens and elected officials of each jurisdiction, to develop a list of potential candidates for each appointing authority. From those lists, directors shall be appointed as follows: 6 directors appointed by the Multnomah County Chair; 10 directors appointed by the Mayor of the City of Portland; 2 directors appointed by the Chair of the Clackamas County Board of Commissioners; 2 directors appointed by the Chair of the Washington County Board of Commissioners; 1 director appointed by the Chair of the Clark County Board of Commissioners; and, 2 directors appointed by the Metro Executive.

3. APPOINTMENT OF LIAISON

Each jurisdiction shall appoint one elected official to serve as liaison to RACC.

4. IMPLEMENTATION OF ARTS PLAN 2000+

The parties to this agreement shall work with RACC to implement Arts Plan 2000+.

5. REGIONAL FUNDING

The parties to this agreement shall identify and seek a new regional public sector mechanism for funding the arts and culture with RACC assuming responsibility for administering and distributing funds for arts and cultural programs.

6. TRANSITION AGREEMENT

A transition agreement shall be entered into between the City of Portland and RACC, transferring MAC services, employees, assets and contracts.

7. TERMINATION OF CITY OF PORTLAND AND MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

The Intergovernmental Agreement between the City of Portland and Multnomah County shall be terminated as of the effective date of this agreement and the City of Portland and Multnomah County agree that the assets of MAC listed in Exhibit A of the Transition Agreement shall be distributed to RACC notwithstanding Clause XI of the City/County Intergovernmental Agreement.

8. SERVICE AGREEMENTS BETWEEN RACC AND INDIVIDUAL JURISDICTIONS

Services agreements for developing and administering arts and culture programs shall be entered into between RACC and City of Portland, Multnomah County, Clackamas County, Clark County, Washington County, and Metro.

9. IMPLEMENTATION

(a) Arbitration

In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, any party to a dispute may submit the dispute to binding arbitration by giving notice to all other parties to the dispute. The arbitration shall be conducted by an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the notification of the submission of the dispute to arbitration. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the parties. Insofar as the parties legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Performance of work

Notwithstanding any dispute under this Agreement, whether before or during arbitration, RACC shall

continue to perform its work pending resolution of the dispute.

10. EFFECTIVE AND TERMINATION DATES

This Intergovernmental Agreement shall be effective upon execution by each jurisdiction and shall continue until: (a) it is terminated by mutual agreement of the parties or (b) jurisdictions having authority cumulatively to appoint more than eleven directors have withdrawn from the Agreement. A jurisdiction can cease to be a part of the Agreement with sixty (60) days notice to the RACC Executive Director. Withdrawal of a jurisdiction from the Intergovernmental Agreement shall not be cause for enforcement of paragraph 9 (a). The withdrawal of a party from the Agreement shall not change the Agreement among the remaining parties as long as the parties remaining have appointing authority of a total of twelve (12) or more directors.

**MULTNOMAH COUNTY, OREGON**

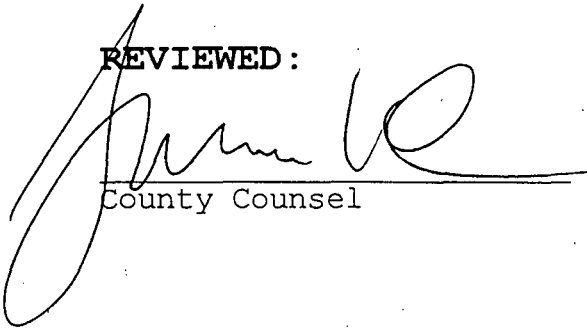
By: 

Name: BEVERLY STEIN

Title: MULTNOMAH COUNTY, CHAIR

Date: January 26, 1995

**REVIEWED:**

  
County Counsel

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**

AGENDA # R-4 DATE 1/26/95

Carrie A. Parkerson

**BOARD CLERK**

**CITY OF PORTLAND, OREGON**

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

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

Title: Mayor

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

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

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

Title: Auditor

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

**REVIEWED:**

\_\_\_\_\_  
City of Portland Attorney

**METRO, OREGON**

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

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

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

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

**CLACKAMAS COUNTY, OREGON**

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

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

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

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

**WASHINGTON COUNTY, OREGON**

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

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

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

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

**CLARK COUNTY, WASHINGTON**

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

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

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

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

F:\DATA\COUNSEL\WPDATA\NINE\571LK.IGA\mw



Meeting Date: **JAN 26 1995**

Agenda No.: X-5

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

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ordinance Amending County Code Sections to substitute the Regional Arts and Culture Council for the Metropolitan Arts Commission

**BOARD BRIEFING:**      Date Requested:  
                                 Amount of Time Needed:

**REGULAR MEETING:**      Date Requested: January 26, 1995  
                                 Amount of Time Needed: 20 minutes ( combined with related resolution)

**DEPARTMENT:** Nondepartmental      **DIVISION:** Chair's Office

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

**PERSON(S) MAKING PRESENTATION:** Bill Bulick

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

The Metropolitan Arts Commission has been restructured as a nonprofit agency, the Regional Arts and Culture Council(RACC). This ordinance makes technical changes to substitute the name of the RACC for the Metropolitan Arts Commission as the recipient of certain funds and the administrator of the Percent for the Arts program. There is also a technical change to clarify prior legislative intent to include the value of land with the purchase price of buildings that are eligible for the percent for the arts program contribution.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** *Neverly Klein*  
**OR**  
**DEPARTMENT MANAGER:** \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

*Copies of Ordin. # 811 Sent to Ordin. Sub. list on 1-20-95.  
+ Copy sent to Delma Farrell on 1-26-95.*

CLERK OF  
COUNTY COMMISSIONERS  
1995 JAN 19 PM 1:12  
MULTNOMAH COUNTY  
OREGON

ORDINANCE FACT SHEET

Ordinance Title:

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefitted, alternatives explored:

This ordinance is technical in nature. Multnomah county code is amended to substitute the Regional Arts and Culture Council for the Metropolitan Arts Commission as the recipient of certain funds and as administrator of the Percent for Art Program.

What other local jurisdictions have enacted similar legislation?

City of Portland, Washington and Clackamas Counties

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

n/a

What is the fiscal impact, if any?

None.

SIGNATURES

Person Filling Out Form \_\_\_\_\_

Planning & Budget (if fiscal impact) \_\_\_\_\_

Department Manager/Elected Official \_\_\_\_\_

*Peverly Stein*

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 811

An ordinance amending MCC Chapters 5.50 (Transient Lodging Tax) and 11.90 (Arts Commission) to substitute the Regional Arts and Culture Council for the Metropolitan Arts Commission as the recipient of certain funds and as administrator of the Percent for Art program.

(Shaded language is to be deleted; underlined language is new)

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section 1. Purpose.

1. Multnomah County decided in 1973 that a vital arts sector was a worthwhile investment and co-founded the Metropolitan Arts Commission (MAC) by Intergovernmental Agreement with the City of Portland to support the development of the arts and increase their availability to the public.

2. The Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for Multnomah County, the City of Portland, and Metro. MAC is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and

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1 registration of Public Art of the City/County Public Art  
2 Collection.

3 3. Multnomah County was a primary sponsor, funder and  
4 participant of the citizen driven Arts Plan 2000+ and accepted its  
5 findings in February, 1992.

6 4. Multnomah County and the City of Portland recognized the  
7 increasingly regional scope of MAC's duties and amended the  
8 Intergovernmental Agreement in 1993 to include Clackamas,  
9 Washington, and Clark Counties allowing for regional representation  
10 and service delivery.

11 5. Multnomah County was an active participant in the Metro  
12 Regional Arts Funding Task Force, which recommended short and long  
13 term solutions to arts programs and facilities needs including the  
14 transition of MAC to a regional, nonprofit organization.

15 6. MAC has restructured into a nonprofit organization, The  
16 Regional Arts and Culture Council (RACC), in order to implement the  
17 Arts Plan 2000+ and Metro Regional Arts Funding Task Force  
18 recommendation to provide more cost effective, efficient and  
19 flexible services. This ordinance substitutes RACC for the MAC as  
20 the manager of the Percent for Public Art Programs.

21 7. Ordinance 790, adopted in June 1994 recognized the value  
22 of the Arts to the greater community and supported the allocation  
23 of \$600,000 a year for 3 years to the Performing Arts Center and  
24 \$100,000 a year for 3 years to the Metropolitan Arts Commission  
25 from the current hotel tax designated for the Oregon Convention  
26 Center, subject to certain conditions. This ordinance substitutes

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the Regional Arts and Culture Council for the Metropolitan Arts Commission as the recipient of the tax revenues dedicated to arts programs and program management.

Section 2. Amendment.

MCC 5.50.050(B)(5) is amended to read:

(5) After voters have approved issuance of general obligation bonds to finance or partially finance construction of the convention and trade show center or financing for construction has been obtained by some other means, funds deposited in the convention and trade show center special fund shall be used to assist Metro for the following purposes:

- (a) First, to pay any expenses incurred or activities identified under MCC 5.50.050(B)(4);
- (b) Second, if all expenses identified in subsection (a) above have been satisfied, to pay any unfunded annual operating expenses that may have been incurred by the convention and trade show center;
- (c) Third, if all expenses identified by subsection (a) above have been satisfied and if no otherwise unfunded annual operating expenses exist or if funds remain after the otherwise unfunded annual operating expenses have been paid, to provide for the promotion, solicitation, procurement, and service of convention business at the convention and trade show center to the extent necessary to fully implement the annual marketing program adopted by Metro;
- (d) Fourth, if the needs identified in the foregoing subsections (a) through (c) have been fully satisfied, to pay ancillary costs associated with the development, construction and operation of the convention and trade show center, including but not limited to site acquisition costs and construction costs including financing of those costs;
- (e) Notwithstanding the limitations on spending in subparagraphs (a) through (d), Metro may use an amount not to exceed \$600,000 per year, for three

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years beginning with Metro's fiscal year 1994-1995, for operation of the Portland Center for the Performing Arts.

(f) Notwithstanding the limitations on spending in subparagraphs (a) through (e), Multnomah County may transfer an amount not to exceed \$100,000 per year, for three years beginning with fiscal year 1994-1995, as a special appropriation to the [Metropolitan Arts Commission] Regional Arts and Culture Council.

(g) The transfer of funds for operation of the Portland Center for the Performing Arts and for the [Metropolitan Arts Commission] Regional Arts and Culture Council pursuant to subparagraphs (f) and (g) shall not be made if, prior to June 1 of any year, the Metro Council declares that an emergency requires the funds to be used for the Oregon Convention Center. Any such declaration shall be in writing and shall be transmitted from Metro to the Chair of Multnomah County. The circumstances pertaining to the Oregon Convention Center warranting a declaration of an emergency shall include, but not be limited to:

(i) Current resources except beginning fund balance do not meet current expenditures less renewal and replacement fund transfer and unappropriated balance;

(ii) Revenues from the tax drop by more than 25% in any year when measured against the prior year;

(iii) A major structural failure at the center (not otherwise insured) such that total reserves are insufficient to repair the damage without the use of all or part of the 3-year \$2,100,000 commitment.

(iv) Or any other situation that threatens the normal operation of the convention center.

### Section 3. Amendment.

MCC 11.90.030 is amended to read:  
11.90.030. Funding.

(A) One and thirty-three one-hundredths percent of

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the construction costs, capital improvement costs, budgets, development funds and purchase prices listed in MCC 11.90.035 shall be set aside for the acquisition of art. The acquired art may be an integral part of the newly acquired building or property attached thereto or be capable of display in other public buildings or on other public property. Siting variances may be granted by the board.

(B) Thirty-three one-hundredths percent of the 1.33 percent in subsection (A) of this section shall be dedicated solely for use by the Regional Arts and Culture Council metropolitan arts commission for the purpose of payment of administration, public education, or maintenance costs of the commission's Percent for Art program.

#### Section 4. Amendment.

Section 11.90.035 is amended to read:  
11.90.035. Funding Sources.

The following shall be subject to the art acquisition policy referred to in MCC 11.90.030:

(A) Construction cost of a major county construction project involving the construction or alteration of a county building;

(B) The capital improvement budgets in the division of facilities management and the exposition center for fiscal years beginning July 1, 1990;

(C) The general fund portions of the parks development account and the recreational facilities fund devoted to parks development for fiscal years beginning July 1, 1990;

(D) (C) The purchase price of any building, including the appurtenant land, acquired on or after July 1, 1990 by the county for use in whole or part by the county.

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1 Section 5. Amendment.

2 MCC 11.90.040 is amended to read:

3 11.90.040. Administration.

4 The Regional Arts and Culture Council metropolitan  
5 arts commission shall in its discretion administer the  
6 provisions of this chapter relating to art acquisition  
7 and display.

8 Section 6. Amendment.

9 MC 11.90.050 is amended to read:

10 11.90.050. Adoption of guidelines.

11 The Regional Arts and Culture Council metropolitan  
12 arts commission shall have the authority:

- 13 (A) To determine the cases in which it would be  
14 inappropriate to display art in a county  
15 building;
- 16 (B) To identify suitable art objects for county  
17 buildings;
- 18 (C) To encourage the preservation of ethnic  
19 cultural arts and crafts, including Pacific  
20 Northwest Indian arts;
- 21 (D) To facilitate the preservation of art objects  
22 and artifacts that may be displaced by a  
23 construction project;
- 24 (E) To prescribe a method or methods of  
25 competitive selection of art objects for  
26 display;
- (F) To prescribe procedures for the selection,  
acquisition and display of art in county  
buildings; and
- (G) To set forth any other matter appropriate to  
the administration of this chapter.

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Section 7. Amendment.

MCC 11.90.060 is amended to read as follows:

11.90.060. Finality of commission's decision.

The Council's ~~commission's~~ decision as to the selection, acquisition, allocation and display of art objects shall be final.

Section 8. Emergency Clause.

This Ordinance, being necessary for the health, safety, and welfare of the people of Multnomah County, an emergency is declared, and the Ordinance shall take effect upon its execution by the County Chair, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this 26th day of January, 1995, being the date of its First reading before the Board of County Commissioners of Multnomah County, Oregon.



Beverly Stein  
Beverly Stein, Chair  
Multnomah County, Oregon

By Laurence Kressel  
Laurence Kressel, County Counsel  
For Multnomah County, Oregon

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