



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
December 25 - 29, 1989

Monday, December 25, 1989 - Holiday, Offices closed

Tuesday, December 26, 1989 - 9:30 AM - No meeting scheduled

1:30 PM - No meeting scheduled

Thursday, December 28, 1989 - 9:30 AM - Formal. Page 2

Thursday, December 28, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- R-1 In the matter of Reappointment of Luis Machorro and Paulette Peynet (terms expiring December, 1992) and appointment of Gail Washington (term expiring December 1990) to the Metropolitan Human Relations Commission

DEPARTMENT OF HUMAN SERVICES

- R-2 In the matter of ratification of a lease agreement with Housing Authority of Portland, of a duplex structure at Columbia Villa, in order to establish a pharmacy at North Portland Clinic, for period January 1, 1990 to June 30, 1994

DEPARTMENT OF JUSTICE SERVICES

- R-3 In the matter of ratification of an agreement between City of Portland, Multnomah County, City of Gresham, and City of Troutdale, related to the operation of the Bureau of Emergency Communications, pursuant to the authority provided in Chapter 190 of the Oregon Revised Statutes

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 Order authorizing Deed for County Road Purposes, in the matter of Conveying Deed for Certain Real Property to and Accepting Same on Behalf of the Public for Road Purposes, SE 181st Avenue, Item No. 89-332 and Item No. 89-333
- R-5 Order in the Matter of the Conveyance of a Permanent Easement on County Land to Northwest Pipeline Corporation
- R-6 In the matter of ratification of a lease agreement with the State of Oregon of the "Picture House" unit at Donald E. Long Home, for use by Children's Services Division for juvenile detention, for period July 1, 1989 to June 30, 1991
- R-7 In the matter of ratification of a lease agreement with the State of Oregon of Claire Argow Unit #2 for use by Children's Services Division for juvenile detention, for period July 1, 1989 to June 30, 1991

ORDINANCES - NONDEPARTMENTAL

- R-8 Second Reading - An Ordinance establishing a Campaign Management Council, standards and guidelines for conducting charitable fundraising campaigns on County premises and authorizing the use of the employee payroll deduction system for donations to charities
- R-9 Second Reading - An Ordinance to amend Ordinance 614, relating to polystyrene foam, and changing the effective date of certain provisions therein

DEPARTMENT OF JUSTICE SERVICES

- R-10 Liquor License application renewal submitted by Sheriff's Office with recommendation that same be approved for Country Food Mart, 5708 NE 136th (Package Store)

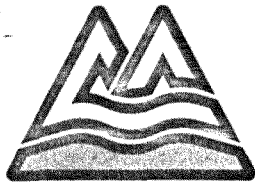
Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:
Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

SUPPLEMENTAL AGENDA

Thursday, December 28, 1989

- R-3 Item **removed** from Agenda due to prior Board Approval
- R-5 Item **removed** from Agenda due to Revision of Easement
Language by Property Management

0501C.87



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
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#0721C

Thursday, December 28, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- APPROVED R-1 In the matter of Reappointment of Luis Machorro and Paulette Peynet (terms expiring December, 1992) and appointment of Gail Washington (term expiring December 1990) to the Metropolitan Human Relations Commission

DEPARTMENT OF HUMAN SERVICES

- APPROVED R-2 In the matter of ratification of a lease agreement with Housing Authority of Portland, of a duplex structure at Columbia Villa, in order to establish a pharmacy at North Portland Clinic, for period January 1, 1990 to June 30, 1994

DEPARTMENT OF JUSTICE SERVICES

- PREVIOUS
RCC
ACTION
6/8/89
REMOVED
FROM
AGENDA
R-3 In the matter of ratification of an agreement between City of Portland, Multnomah County, City of Gresham, and City of Troutdale, related to the operation of the Bureau of Emergency Communications, pursuant to the authority provided in Chapter 190 of the Oregon Revised Statutes

DEPARTMENT OF ENVIRONMENTAL SERVICES

- APPROVED
ORDER
#89-219
R-4 Order authorizing Deed for County Road Purposes, in the matter of Conveying Deed for Certain Real Property to and Accepting Same on Behalf of the Public for Road Purposes, SE 181st Avenue, Item No. 89-332 and Item No. 89-333

- REMOVED
FROM
AGENDA
R-5 Order in the Matter of the Conveyance of a Permanent Easement on County Land to Northwest Pipeline Corporation

- POSTPONED
UNTIL 1/11/90
APPROVED
R-6 In the matter of ratification of a lease agreement with the State of Oregon of the "Picture House" unit at Donald E. Long Home, for use by Children's Services Division for juvenile detention, for period July 1, 1989 to June 30, 1991

- APPROVED
R-7 In the matter of ratification of a lease agreement with the State of Oregon of Claire Argow Unit #2 for use by Children's Services Division for juvenile detention, for period July 1, 1989 to June 30, 1991

ORDINANCES - NONDEPARTMENTAL

- AMENDED
ORD APPROVED
ORDINANCE 634
- R-8 Second Reading - An Ordinance establishing a Campaign Management Council, standards and guidelines for conducting charitable fundraising campaigns on County premises and authorizing the use of the employee payroll deduction system for donations to charities
- APPROVED
ORD. 635
- R-9 Second Reading - An Ordinance to amend Ordinance 614, relating to polystyrene foam, and changing the effective date of certain provisions therein

DEPARTMENT OF JUSTICE SERVICES

- APPROVED
- R-10 Liquor License application renewal submitted by Sheriff's Office with recommendation that same be approved for Country Food Mart, 5708 NE 136th (Package Store)

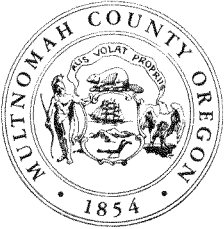
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- R-5 Item removed from Agenda due to Revision of Easement
Language by Property Management

0501C.87



GLADYS McCOY, Multnomah County Chair

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

MEMORANDUM

TO : Clerk of the Board

FROM : Delma Farrell

DATE : 12/19/89

RE : Board Agenda Submissions
Week of December 25-29, 1989

1989 DEC 23 11 0 15
CLERK OF THE BOARD
MULTNOMAH COUNTY
OREGON

INFORMAL SUBMISSIONS

No Submissions.

FORMAL SUBMISSIONS

1. DES Submitted by Dick Howard. Order authorizing Deeds for County Road Purposes - S. E. 181st Avenue/Items #89-332 and 89-333.
2. DES Submitted by Harold Holub. Convey permanent easement on Edgefield land for purpose of maintaining a natural gas transmission line - Northwest Pipeline Corp.
3. DES Submitted by Harold Holub. Request approval of lease of the "Picture House" unit at Donald E. Long Home to State of Oregon for use by Children's Services Division for Juvenile Detention.
4. DES Submitted by Harold Holub. Request approval of lease of Claire Argow Unit #2 to State of Oregon for use by Children's Services Division for Juvenile Detention.
5. DHS Submitted by Dwayne Prather. Request approval of lease of a duplex structure at Columbia Villa from the Housing Authority of Portland in order to establish a pharmacy at North Portland Clinic.

ANNOTATED AGENDA

Thursday, December 28, 1989, 9:30 AM

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- R-1 In the matter of Reappointment of Luis Machorro and Paulette Peynet (terms expiring December, 1992) and appointment of Gail Washington (term expiring December 1990) to the Metropolitan Human Relations Commission

APPROVED

DEPARTMENT OF HUMAN SERVICES

- R-2 In the matter of ratification of a lease agreement with Housing Authority of Portland, of a duplex structure at Columbia Villa, in order to establish a pharmacy at North Portland Clinic, for period January 1, 1990 to June 30, 1994

APPROVED

DEPARTMENT OF JUSTICE SERVICES

- R-3 In the matter of ratification of an agreement between City of Portland, Multnomah County, City of Gresham, and City of Troutdale, related to the operation of the Bureau of Emergency Communications, pursuant to the authority provided in Chapter 190 of the Oregon Revised Statutes

PREVIOUS BOARD APPROVAL - NO FURTHER ACTION
REQUIRED

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 Order authorizing Deed for County Road Purposes, in the matter of Conveying Deed for Certain Real Property to and Accepting Same on Behalf of the Public for Road Purposes, SE 181st Avenue, Item No. 89-332 and Item No. 89-333

ORDER NO. 89-219 APPROVED

- R-5 Order in the Matter of the Conveyance of a Permanent Easement on County Land to Northwest Pipeline Corporation

MATTER POSTPONED UNTIL JANUARY 11, 1990

- R-6 In the matter of ratification of a lease agreement with the State of Oregon of the "Picture House" unit at Donald E. Long Home, for use by Children's Services Division for juvenile detention, for period July 1, 1989 to June 30, 1991

APPROVED

- R-7 In the matter of ratification of a lease agreement with the State of Oregon of Claire Argow Unit #2 for use by Children's Services Division for juvenile detention, for period July 1, 1989 to June 30, 1991

APPROVED

ORDINANCES - NONDEPARTMENTAL

- R-8 Second Reading - An Ordinance establishing a Campaign Management Council, standards and guidelines for conducting charitable fundraising campaigns on County premises and authorizing the use of the employee payroll deduction system for donations to charities

ORDINANCE NO. 634 APPROVED

- R-9 Second Reading - An Ordinance to amend Ordinance 614, relating to polystyrene foam, and changing the effective date of certain provisions therein

ORDINANCE NO. 635 APPROVED

DEPARTMENT OF JUSTICE SERVICES

- R-10 Liquor License application renewal submitted by Sheriff's Office with recommendation that same be approved for Country Food Mart, 5708 NE 136th (Package Store)

APPROVED

0721C
dr

DATE SUBMITTED 12/21/89

(For Clerk's Use)

Meeting Date 12/28/89

Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Appointments/Re-appointments
to the Metropolitan Human Relations Commission

Informal Only* _____
(Date)

Formal Only 12/28/89
(Date)

DEPARTMENT Nondepatmental DIVISION County Chair's Office

CONTACT Judy Boyer TELEPHONE 248-3308

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Re-appointment of Luis Machorro and Paulette Peynet (terms expire 12/92)

and appointment of Gail Washington (term expires 12/90) to the Metropolitan

Human Relations Commission

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

☐ PERSONNEL
☐ FISCAL/BUDGETARY
☐ General Fund

☐ Other _____

CLERK OF COUNTY COMMISSIONER
1989 DEC 21 AM 9:12
MULTI-COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McTag

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

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

A presentation of qualification for:
GAIL E. WASHINGTON

901 Southwest King #519
Portland, Oregon 97205
(503) 228-9373
Message: (503) 283-0365

Objective: Personnel Analyst position with a focus on labor relations, creative problem solving, and training.

HIGHLIGHTS OF QUALIFICATIONS

- * Strength in anticipating problems and needs before they arise.
- * Proven record of excellence and dependability.
- * Confident and decisive under stressful conditions.
- * Inspire and support others to work at their highest level.
- * Ability to prioritize, delegate, and motivate.
- * Ability to work independently and as a cooperative team member.
- * Exceptional communication and interpersonal skills; effective negotiator.

PROFESSIONAL EXPERIENCE

Management/Administration

- * Served as administrator for community health clinic
 - Recruited, trained and supervised activities of 150 volunteers and paid staff in clinical and administrative positions.
 - Managed fund raising and budgets.
 - Acted as liaison to community, health care organizations and governmental agencies.
- * Coordinated small satellite x-ray office supervising and directing two support personnel.
- * Served on Board of Directors for:
 - Tri-Met Tri County Transit Authority
 - Oregon Lung Association
 - Portland Branch, NAACP
 - A. Philip Randolph Institute
 - Young Womens Christian Association

Contract Negotiations/Enforcement

- * Effectively negotiated many contracts in public and private sector for teachers, nurses, and all state classifications.
- * Handled all aspects of negotiations:
 - ascertained needs of the members through meetings and surveys.
 - formulated proposals to resolve identified problems and needs.
 - served as chief negotiator at table with unit member committees.

- conducted extensive research for financial and statistical support for proposals.
- drafted and finalized contract language.
- represented hundreds of grievants covered by diverse contracts.
- monitored contract agreement thru shop stewards, members and management consultation.
- prepared and presented grievances for arbitration.
- represented members for various situations with state and federal agencies.

Communication

- * Authored and edited many internal and external unit organizing leaflets, newsletters, and brochures.
- * Prepared programs and presentations, spoke at meetings, training sessions, and to other organizations.
- * Prepared press releases, and handled media relations to publicize various unit activities.

EMPLOYMENT HISTORY

April thru June 1989 Labor Relations Consultant	California Teachers Association Los Angeles, California
1987 - Present L.O.A until June 1990 Labor Relations Consultant	Massachusetts Teachers Assoc. Boston, Massachusetts
1984-87 Labor Relations Representative	Oregon Nurses Association Portland, Oregon
1986-87 Leadership Trainer	American Nurses Association Kansas City, Kansas
1979-84 Business Agent	Oregon Public Employes Union Portland, Oregon
1975-79 Administrator	St. Andrews Catholic Church Health Help Center Portland, Oregon
1968-75 Radiographic Technologist	Kaiser Hospital Portland, Oregon

EDUCATION

B.A. Social Science - Marylhurst Education Center
Marylhurst, Oregon
Health Administration Major - Portland State University
Portland, Oregon
General Studies - Portland Community College
Portland, Oregon

National Community Health Administration Internship
Multnomah County -- Portland, Oregon
Graduated Radiographic Technology Course
Los Angeles Community College -- Los Angeles, California

RELATED SEMINARS AND CONFERENCES

Arbitration in the Public Sector
Massachusetts Bar Association
Plymouth, Massachusetts

Negotiation Skills
American Nurses Association
Kansas City, Kansas

How to Write an Effective Affirmative Action Plan
Affirmative Action Association
Portland, Oregon

Labor Law - Contract Administration
Labor Education & Research Center
Eugene, Oregon

Arbitration
Oregon Bar Association
Eugene, Oregon

LICENSES

American Registry of Radiology Technologists
#47050 1976

AWARDS

The Skanner Newspaper V.I.P. of the Month - April, 1982
United Negro College Fund Distinguished Leadership Award - 1981
Multnomah Medical Society Presidential Award - 1976

CURRENT ORGANIZATIONS AND AFFILIATIONS

Delta Sigma Theta Sorority Portland Alumni Chapter
Portland Black Lay Catholic Caucus

- References furnished upon request -

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 12/28/89
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Lease with Housing Authority of Portland

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services DIVISION Health Services

CONTACT Dwayne Prather TELEPHONE 3674

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Dwayne Prather/Harold Holub

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

Request approval of lease of a duplex structure at Columbia Villa from the Housing Authority of Portland in order to establish a pharmacy at North Portland Clinic. This lease amendment will be effective from JANUARY 1, 1990 to June 30, 1994.
~~December 1, 1989~~

A copy of the original lease is with the Clerk of the Board.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Five (5) Minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

RETURNED TO
DWAYNE PRATHER 12/28/89

1989 DEC 20 AM 8:16
CLERK OF COUNTY COMMISSIONER
CLERK OF COUNTY COMMISSIONER
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Dwayne Prather

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER H.L. Holub
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (p)*
Department of Human Services

FROM: *Billi* Bill Odegaard, Director
Health Services Division

DATE: December 4, 1989

SUBJECT: Lease With Housing Authority of Portland

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of a \$250 per month lease amendment with the Housing Authority of Portland (HAP) for the period January 1, 1990 to June 30, 1994.

Analysis: This lease amendment adds an additional duplex to the current lease. This additional space will be used to house an on-site pharmacy for the North Portland Clinic near the Columbia Villa Housing Authority low income housing complex. This on-site pharmacy will greatly enhance and improve clinic efficiency and patient treatment. Currently the prescriptions are ordered and shuttled to the North Portland Clinic from the NE Clinic pharmacy. This delay causes treatment delays and patient frustration by them having to return to the clinic at a later time. Funds for North Portland leases have been budgeted in the Division's Primary Care Clinic budget.

Background: County and HAP staff have been working together for years to find additional space for the North Portland Clinic. HAP has just recently received authority to use some of its duplexes for social service agency office space in exchange for additional housing units made available within the community.

[6166K/p]



MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue ☐ County Owned ☒ Intergovernmental Agreement 12/28/89 R-2
☒ Expense ☐ Road Fund ☐ Private DHS #102924
☐ Rent Free Agreement ☐ Tax Title
☐ Sublease

Property Management
Contact Person Harold Holub Phone 3851 Date 11/29/89

Division Requesting Lease Health Services/DHS

Contact Person Dwayne Prather Phone 3674

Lessor Name Housing Authority of Portland Effective Date January 1, 1990
Mailing Address P O Box 13220 Termination Date June 30, 1994
Portland, OR 97213 Term of Lease Four (4) years, Seven (7) mos.
Phone _____ Total Amount of Agreement \$ 13,750.00
Lessee name Multnomah County Payment Terms
Mailing Address _____ ☐ Annual \$ _____ ☒ Monthly \$ 250.00
Phone _____ ☐ Other \$ _____
Address of 8981-83 N. Dana
Lease Property In Columbia Villa
Purpose of Lease Additional space at North Portland Clinic for the purpose of adding a pharmacy.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	010	0641		6170	01			0399

REQUIRED SIGNATURES:

Department Head Dwayne Prather Date 12/11/89
County Counsel John L. DuBay Date 12/13/89
Budget Office _____ Date _____
Risk Manager _____ Date _____
Property Management Harold Holub Date 11/29/89
County Executive/Sheriff Shirley McNelly Date 12/28/89

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE				ENCUMBRANCE "APRON" ONLY			
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

November 17, 1989

Donald E. Clark, Executive Director
Housing Authority of Portland
P.O. Box 13220
Portland, OR. 97213

Dear Sir,

Reference to that certain lease agreement dated June 3, 1985, by and between the Authority and Multnomah County concerning rental of certain property at Columbia Villa by Multnomah County, and to the letter of addendum dated April 7, 1989 extending the terms of said lease agreement to June 30, 1994.

This letter, written in duplicate, shall add units 8981 and 8983 N. Dana to the agreement. Current rental of \$500.00 per month shall increase by \$250.00 per month to \$750.00 effective ~~December 1, 1989~~ ^{JANUARY} 1, 1990. All other terms remain the same. *N.L.H.*

If you are in agreement, please sign both copies of this letter where indicated and return both to this office. After County approval and signature, a fully signed copy will be returned to you for your records.

Thank you for your consideration and cooperation in this matter.

Sincerely,

H.L. Holub
Harold L. Holub, Property Officer
Property Management Section

APPROVED:
HOUSING AUTHORITY OF PORTLAND

REVIEWED:

Laurence B. Kressel, County Counsel
for Multnomah County, Oregon

By *Wm. E. Clark*
Executive Director

Date: _____

By *John L. DeBoy*

APPROVED:
MULTNOMAH COUNTY OREGON
By *Gladys McCoy*
Gladys McCoy, County Chair

Date December 28, 1989

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date

Agenda No.

12/28/89
R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Bureau of Emergency Communications
Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only 12/28/89
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Bill Vandever TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Commander Fessler

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

An Intergovernmental Agreement between the City of Portland, Multnomah County and the Cities of Gresham and Troutdale, related to the operation of the Bureau of Emergency Communications, pursuant to the authority provided in Chapter 190 of the Oregon Revised Statutes.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other _____

15:00 NEEDS SIGNATURES 1/5/90 - ORIGINALS RETURNED TO
Portland - City Auditor's DESK Bill Vandever 313/106
FOR Sheriff's signature
COPIES sent to Bill V.
and Grant Nelson
1060/515

Approved
June 8, 1989

Pulled from
12-28-89 Agenda

1989 DEC 20 11:14:56
CLERK OF COUNTY COMMISSIONER
MULTNOMAH COUNTY
OREGON

SIGNATURES:

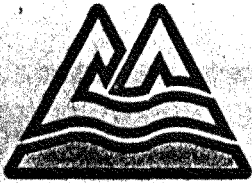
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert G. Skipper/wr

BUDGET / PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff 12-20-89

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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PAULINE ANDERSON • DISTRICT 1 • 248-5220
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RICK BAUMAN • DISTRICT 3 • 248-5217
JANE McGARVIN • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

June 8, 1989

After signed, please return to the Clerk's Office. Thanks, Carrie

Mr. Grant Nelson, Acting Director
Department of Justice Services
610 SW Alder, Suite 515
Portland, OR

Dear Mr. Nelson:

Be it remembered, that at a meeting of the Board of County Commissioners held June 8, 1989, the following action was taken:

In the matter of ratification of an enabling)
intergovernmental agreement whereby the City of)
Portland Bureau of Emergency Communications will)
provide 9-1-1 Emergency Services Communications)
for Multnomah County, City of Gresham and City)
of Troutdale R-13)

Commissioner Kafoury moved, duly seconded by Commissioner Bauman, that the above-entitled matter be approved.

Commissioner Kafoury said she had a couple of questions for Grant Nelson. One related to access to data, and she asked if there is anything in the agreement that would cause problems or does it clarify who access to the data. Is it just the Sheriff's Office or direct participants in the 9-1-1 system, or is it something that as data is generated, the Board members would have access to it.

Grant Nelson, staff to Commissioner McCoy, stated the confusion about that subject may have arisen because there were a couple of different versions Commissioners may have seen, but the one he circulated on Tuesday contains all the technical amendments that County Council had suggested. He then reviewed the main issues and concerns addressed in the new contract.

Tom Dennehy, 16421 NE Holladay, said that City Commissioner Dick Bogle talked with representatives of the East County cities about what would happen to the 9-1-1 system should the voters of the City of Portland approve the special levy that is on the ballot in June. If the serial levy passes, the city system will have all the bells and whistles. He asked if the small cities must also buy into

the system with all the bells and whistles. Commissioner Bogle didn't know how that might affect other users. What is the status with Multnomah County. If the city goes to the latest technology, will the County have to buy into that, and buy the corresponding equipment. Is there a way out.

Commissioner Kafoury said that a number of people have expressed the same concern when the levy was put on the ballot. The measure was put on the ballot quickly, and the County Board did not have a chance to discuss with the City whether that should be a county wide levy.

Mr. Nelson said he has discussed the provisions of the levy with Steve Matton, Commissioner Bogle's staff, and manager of BOEC, and he has been assured by Mr. Matton that the budget for expenditures under the levy that will be before the voters in June, is primarily for capital improvement kinds of things, and not for operational money. The effect is that the City would continue to sell the service to the other cities and jurisdictions that use the BOEC to dispatch their emergency calls. He would hope that whatever purchases the City makes, they will actually enhance the ability of the city of deliver that service less expensively than they do now. There are provisions in this enabling agreement that allow any jurisdiction to opt out of the system.

The motion was then considered, and it is unanimously

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Sheriff's Office

EXHIBIT "A"

BUREAU OF EMERGENCY COMMUNICATIONS
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF PORTLAND, party as a municipal corporation of the State of Oregon, hereinafter referred to as "City," MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County," the CITY OF GRESHAM a municipal corporation of the State of Oregon, and the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes.

W I T N E S S E T H:

RECITALS

WHEREAS, the City of Portland and the County have established a combined City-County emergency call receiving, dispatch and operations center at Kelly Butte known as the BUREAU OF EMERGENCY COMMUNICATIONS, hereinafter referred to as the "Center;" and

WHEREAS, the Center was equipped by, and the Microwave System purchased through, federal grants and the expenditure of City and County monies, resulting in both City and County having a proprietary interest in it, and was developed as a joint and consolidated City-County venture; and

WHEREAS, it is in the public interest to continue to own the Center jointly; and

WHEREAS, agencies of the City of Gresham and the City of Troutdale have used the services of the Center but the cities themselves have not been parties to this agreement; and

WHEREAS, it is desirable that the Cities of Gresham and Troutdale should be parties to this enabling agreement; and

WHEREAS, the City and other user jurisdictions have agreed that the Center will carry out its service functions to the community without regard to the geographical boundaries of the respective parties; and

WHEREAS, the City, and other user jurisdictions must provide for the management, operation and maintenance of the Center and have agreed that the City will control such functions on a day-to-day basis; and

WHEREAS, the City, and other user jurisdictions have agreed that the operations of the Center shall be carried out by nonsworn personnel; and

WHEREAS, Emergency Medical Dispatching was added to the Center as a new function December 9, 1980; and

WHEREAS, County-wide emergency telephone call ("911") receipt and processing for fire, police and ambulance services was implemented in the Center November 9, 1981; and

WHEREAS, ORS 401.710, et seq. (HB 3178, 1981) has, as of January 1, 1982, preempted and replaced the Multnomah County telephone tax which provided the financing base for these 911 services; and

WHEREAS, the orderly continuation of these 911 services and their financial support from state telephone tax revenues is in the mutual best interest of the City, County, and other user jurisdictions; and

WHEREAS, the Center's equipment and other personal property which makes possible the operation of the Center is purchased with monies collected for charges for service; and

WHEREAS, for executive and administrative purposes the Center will function as a bureau within the City;

NOW, THEREFORE, with the Center operating as generally indicated in the foregoing RECITALS and in consideration of the terms, conditions and covenants contained hereinbelow, the parties hereto agree as follows:

1. MISSION STATEMENT

The mission of the Center is to receive and process emergency telephone calls from the citizens of the City, and other user jurisdictions, to dispatch emergency services, and to provide quarters and facilities for command during emergency operations. For purposes of this agreement, the term "Users" means agencies of the jurisdictions that are parties to this agreement. Users shall have performance agreements as provided in Section 5 of this Agreement. The Center shall function as the Emergency Telephone system as defined in ORS 401.710, et seq., and, as such, shall:

- a. Receive, process and dispatch calls for law enforcement services utilizing equipment, procedures and staffing levels to ensure the shortest response time and maximum safety to citizens consistent with effective law enforcement management.
- b. Receive, process and dispatch calls for emergency medical response in support of the aims and intent of the County's Emergency Medical Services Code and rules and City Ordinance 150180.
- c. Receive and process calls for Fire Service to Portland Fire Alarm Dispatch.

Subject to the conditions that there is no reduction or change in service levels and there is no increase in cost to the parties to this agreement thereby, the same or similar emergency services may be performed for other government agencies pursuant to other agreements between the City and other user agencies.

2. User-City Relationships

The Center is a joint User-City operation, the day-to-day management, operation and fiscal control of the Center is the responsibility of the City. The Center and Center's manual and automated records and files shall be accessible as provided in respective performance agreements to authorized representatives of the City and user jurisdictions. The day-to-day administration of the Center will be the responsibility of a Civilian Director who is chosen by the City in consultation with the user agencies. Consultation shall include, but not be limited to, the following: system users shall develop a job description for the Civilian Director to be forwarded to the Director of the Portland Bureau of Personnel. At least one member of the interview panel to choose a Civilian Director will be chosen from among the non-City members of the User Board. When a civil service list is established for a Civilian Director, such list will be shared with user jurisdictions for review and comment. The Director shall report to the City but may not be dismissed without consultation with the User Board.

3. User Board

A user board, the organization and membership of which will be provided for in the performance agreements adopted by jurisdictions which are parties to this agreement is established. The user board will review proposed policy changes and advise the Center Director and/or the Commissioner in charge of the Bureau and the Executive authorities of jurisdictions with participating user agencies regarding policy changes and other matters which may be under consideration by the jurisdictions board.

4. Emergency Operations

The City, and other users shall have access to the Center to direct and dispatch such emergency operations as circumstances may require. Although the City has the administrative responsibility and authority for the management of the Center, the parties shall prepare, agree upon and abide by such procedures and protocols necessary for the joint emergency management use of the Center during emergencies. The City's emergency manager shall have the responsibility for the development of the protocols. The protocols shall include coordination with the Center's director.

5. Performance Agreement(s)

The City and the jurisdictions shall negotiate separate performance agreement(s) relating to the provision of various types of emergency telephone call processing services (911) and other services by the City to the Jurisdictions. These performance agreement(s) will contain a description of the specific types of service to be provided by the Center to the Jurisdictions, including, but not limited to, systems management, service levels, management information reports, data request processing, system and data security and privacy, service costs, and data retention and dissemination.

6. Center Personnel

The Center shall operate with nonsworn personnel. All nonsworn personnel performing emergency call processing and communication services shall be employees of the City. The parties agree that the Director of the Center shall possess and exercise administrative and management authority over all nonsworn personnel assigned to the Center.

7. Budget

(a) The City and Jurisdictions who are parties to this agreement, through their budget processes, will provide adequate resources consistent with the Center's mission. The Center shall be an appropriation unit of the City and funds necessary to operate the Center shall be appropriated by the City. The Jurisdictions reserve

the right to participate in the Center's budget process. Prior to submission for City budget review, the user jurisdictions shall receive copies of all documents relating to the Center's budget in sufficient time to review and comment upon said documents. The user jurisdictions will pay their agreed-upon proportionate share of the expenses of operating the Center as noted in the performance agreement(s) referred to in Part 5, then in effect between the parties. The performance agreements shall stipulate a formula used to determine costs to each party. The formula shall be uniformly applied to all user agencies. In the event the parties cannot agree to a budget for the Center, the City or other user jurisdictions shall have the right to terminate this agreement insofar as it regulates and provides for a relationship between the City and a user jurisdiction as provided in section 13 of this agreement.

The Center's budget will reflect the total costs incurred as a result of the Center's operation, including the use and maintenance of the County's Microwave System. The budget will provide a detailed cost analysis of those costs to be incurred in the planning, installation, operation and improvement of the emergency telephone system (911).

The costs incurred by the County for the Center's use and the County's maintenance of the County's Microwave shall be reflected in the Center's quarterly billing in accordance with the agreed-upon formula in the performance agreement then in effect between the parties. Each quarter, the County shall submit to the Director a report of all costs incurred by the County in support of the center.

8. Property Settlement Upon Termination

a) In the event this agreement is terminated, the City and Users shall mutually agree upon a monetary settlement that will compensate Users for their interests in Center equipment.

b) In recognition of City's proprietary interest in the County's microwave system, the County will, in the event of termination, provide the City with the continued use of the microwave system on a contractual basis. Charges for the City's use of the County's microwave system shall be based on the City's proportionate share of the system's operation and maintenance cost. If the County discontinues use of the microwave system, the City shall have first right to purchase the system at its fair market value.

c) If the parties cannot agree upon a monetary settlement for any such Center equipment that compensates the user jurisdictions for their interests therein, then the matter of the respective interests in such equipment or the fair market value thereof shall be determined pursuant to ORS 190.710 et seq. in consideration of the provisions of this section (number 8) of this agreement.

9. Liability

The City shall defend against any and all claims brought or

actions filed against the Center or any of its employees, shall hold Jurisdictions harmless from any and all claims of whatever nature which result from any activity of the Center not undertaken at the direction of a user or its officers, employees or agents, and shall indemnify the User and hold it harmless from any and all liability, loss or damage the User may suffer as a result of claims, demands, costs or judgments against the User as a result of any Center activity so undertaken, pursuant to ORS 30.260 et seq. Each Jurisdiction agrees to promptly notify the Center and the City's Bureau of Risk Management of any claims or demands made against any user as a result of any activity of the Center.

10. Limitations

Nothing contained in this Agreement shall be construed as a grant of any legislative power by either the City, the County, or other users, to any party or to the Center.

11. Construction

This Agreement shall be liberally construed to effect the purposes expressed herein.

12. Termination of Previous Agreements

The City and County executed the "Emergency

Communications/Operations Center Agreement" on December 19, 1974, and amending agreements on September 4, 1975, November 16, 1976, August 16, 1979, and December 15, 1983 which agreements established a combined City-County emergency call receiving, dispatch and operations center at Kelly Butte (hereinafter referred to as "Agreements"). Because the parties consider it to be in their mutual interest for said Agreements to be terminated, it is agreed between the parties that said Agreements are terminated as of the date hereof and only those rights, covenants, obligations, duties and responsibilities concerning the Center that are incorporated into this Agreement are in effect between the parties.

13. Term, Modification and Review of Contract

a) This Agreement shall take effect on the last day of signature by the authorized representatives of the parties here to, and shall continue thereafter indefinitely, but it shall be subject to modification or amendment as they may mutually agree in writing as provided in subsection d) of this section.

b) This contract may be terminated by mutual consent of the parties.

c) Any party may cease to participate in this Agreement by providing all other parties with written notice at least six (6) months

prior to July 1st of the year in which the party wishes to cease participating.

d) Any party wishing to amend the Agreement shall notify each of the other parties by providing a statement of issues and provisions which the notifying party wishes to modify and a date for the initiation of negotiation not sooner than 30 days not later than 90 days after the date of notification.

e) This Agreement shall be reviewed by the parties to this Agreement at least once every three years beginning with the date of execution of this agreement.

14. Nonassignment

Neither the City nor the County nor any other user jurisdictions may assign any function, responsibility or asset of the Center to any other governmental agency nor to any person or entity without the written consent of the other parties.

15. Notices

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

Notices to City -	Commissioner in Charge 1220 S. W. Fifth Avenue Portland, Oregon 97204
Notices to County -	1. Director, Emergency Medical Services 426 S. W. Stark, Second Floor Portland, Oregon 97204
	2. Sheriff, Multnomah County Hansen Building 12240 N. E. Glisan Portland, Oregon 97230
	3. County Chair Room 134 Multnomah County Courthouse 1021 S. W. 4th Avenue Portland, Oregon 97204
Notices to City of Gresham-	Gresham City Manager 1333 N. W. Eastman Parkway Gresham, Oregon 97030
Notices to City of Troutdale	Troutdale City Manager 104 S. E. Kibling Troutdale, Oregon 97060

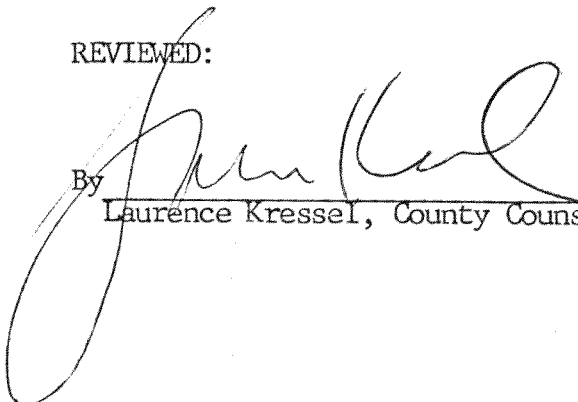
IN WITNESS WHEREOF, the County, acting by and through its County Executive, the City of Gresham, acting by and through its Mayor, and the

City of Troutdale, acting by and through its Mayor, and the City of Portland, acting by and through its Commissioner in charge of the Center and Auditor and pursuant to Ordinance No. _____, have caused this Agreement to be executed on the dates noted below.


MULTNOMAH COUNTY, OREGON

REVIEWED:

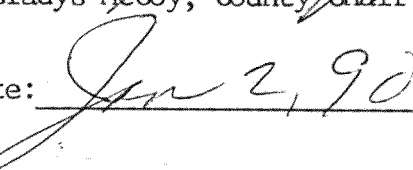
By


Laurence Kressel, County Counsel


By


Gladys McCoy, County Chair

Date:


Jan 2, 90

By

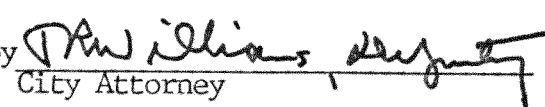

Bob Skipper, Sheriff

Date: 12-19-89

CITY OF PORTLAND, OREGON

APPROVED AS TO FORM:

By


City Attorney

By

Commissioner

Date:

By

City Auditor

Date:

CITY OF TROUTDALE, OREGON

APPROVED AS TO FORM:

By Sam K Cox
Mayor

Date: 12-12-89

By Jim Jennings
City Attorney

By Amelia Sebastian
City Manager

Date: 12-22-89

CITY OF GRESHAM, OREGON

APPROVED AS TO FORM:

By Hussein M. Rahel
Mayor

Date: 11-30-89

By Thomas Sponsler
City Attorney

By Will Whitely
City Manager

Date: 11-29-89

ORDINANCE NO. **162448**

*Authorize an intergovernmental agreement between the City, Multnomah County, Gresham and Troutdale for the provision of emergency dispatch and related services by the Bureau of Emergency Communications. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Emergency Communications (BOEC) provides emergency dispatch and related services to the County and other cities within Multnomah County.
2. The users of BOEC services currently contract with the City based on a Performance Agreement entered into in 1987 and subsequently amended in 1988. This agreement deals with operating policies, reporting requirements and billing methodology and procedures.
3. Broader policy issues including personnel policies, role of a user's committee, and management responsibilities are not adequately addressed in the Performance Agreements.
4. The intergovernmental agreement attached to this ordinance and marked Exhibit A addresses the broad policy issues pertaining to the operation of BOEC.
5. Multnomah County and the cities of Gresham and Troutdale have already ratified this agreement through their elected, legislative bodies.
6. Such agreements are authorized pursuant to Chapter 190 of Oregon Revised Statutes and Section 2-105(a) 4 of the Charter of the City of Portland.

ORDINANCE No.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Safety and the City Auditor to execute an intergovernmental agreement with Multnomah County, and the cities of Gresham and Troutdale for the provision of emergency dispatch and related services substantially in the form of the attached Exhibit A.

Section 2. The Council declares that an emergency exists in order to immediately protect and preserve the public health, safety and welfare by insuring the continuity of emergency dispatch and related services within the Portland area; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, OCT 12 1989

Commissioner Dick Bogle
David Logsdon:ug
October 5, 1989

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

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date 12/28/89
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: ORDER AUTHORIZING DEEDS FOR COUNTY ROAD PURPOSES

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard

TELEPHONE Ext. 3599

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Dick Howard

BRIEF SUMMARY

S.E. 181ST AVENUE/ITEMS #89-332 and #89-333
Order authorizing County Chair to execute a deed to certain parcels of county owned land to the public for county road purposes.

ACTION REQUESTED:

/ INFORMATION ONLY / PRELIMINARY APPROVAL / POLICY DIRECTION /X APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other N.A.

12/28/89 Returned to Dick Howard

CLERK OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
1989 DEC 20 11 8 15

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Yarbrough/BHW

BUDGET/PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John DuBois

OTHER _____
(Purchasing, Facilities Management, etc.)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Conveying Deed
for Certain Real Property to and
Accepting Same on Behalf of the
Public for Road Purposes.

ORDER AUTHORIZING
DEED FOR
COUNTY ROAD PURPOSES

ORDER #89-219

S.E. 181ST AVENUE
Item No. 89-332 and
Item No. 89-333

WHEREAS, Multnomah County is the owner of certain real property which is desirable and necessary for the improvement and reconstruction of various county roads;

WHEREAS, the premises are suitable for use as part of the county road system based on the recommendation of the Director of the Department of Environmental Services;

NOW, THEREFORE, IT IS HEREBY ORDERED that

1. Deed for real property described below shall be executed by the Chair of the Board of County Commissioners to convey property described below to Multnomah County for road purposes.
2. The real property to be conveyed to Multnomah County by this Order is described as follows:

ITEM NO. 89-332:

A parcel of land situated in the northeast one-quarter of Section 6, T1S, R3E, W.M., Multnomah County, Oregon, described as follows:

Commencing at the southeast corner of the north half of the north half of said Section 6; thence N 0° 36' W along the east line of said Section 6, a distance of 25.00 feet; thence S 89°52'50" W parallel to the south line of the north half of the north half of said Section 6, 96.53 feet to the point of intersection of the north line of S.E. Yamhill Street, County Road No. 2950, and the west line of S.E. 181st Avenue, County Road No. 2450, and the true point of beginning of this description, said point being the southeast corner of that tract of land conveyed to Kenneth A. Martin and Jo-Anne LaBarber, by deed, recorded April 28, 1981, in Book 1519, Page 1829, Deed Records of Multnomah County, Oregon; thence continuing S 89°52'50" W along the north line of said S.E. Yamhill Street, a distance of 23.47 feet; thence N 0°36' W along a line that is parallel to and 60.00 feet east (when measured at right angles) of the west line of that tract of land conveyed to Multnomah County, by deed recorded January 17, 1957, in Book 1825, Page 562, Deed Records of Multnomah County, a distance of 46.62 feet to a point on said west right-of-way line of said S.E. 181st Avenue; thence southeasterly along said west line, on the arc of a 591.6 foot radius curve to the right, the chord of which bears S 27°13'33" E, 52.37 feet, an arc distance of 52.38 feet to the point of beginning.

Containing 0.01 acre, more or less.

ORDER AUTHORIZING DEED
FOR COUNTY ROAD PURPOSES
S.E. 181st Avenue
Item No. 89-332 and Item No. 89-333
December 7, 1989
Page 2

ITEM NO. 89-333:

A parcel of land situated in the northeast one-quarter of Section 6, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the northeasterly right-of-way line of S.E. 181st Avenue, County Road No. 2450, (said right-of-way line lying 45.00 feet northeasterly, when measured at right angles, of the center line of said S.E. 181st Avenue), and the west right-of-way line of S.E. 182nd Avenue, County Road No. 609 (said right-of-way line lying 25.00 feet west, when measured at right angles, of the center line of said S.E. 182nd Avenue); thence northerly along said west right-of-way line, a distance of 47 feet, more or less, to a point on the north line of that tract of land conveyed to Multnomah County under a foreclosure deed, recorded June 27, 1978, in Book 1274, Page 2518, Deed Records of Multnomah County, Oregon; thence westerly along said north line, a distance of 25.5 feet more or less to a point on said northeasterly right-of-way line of said S.E. 181st Avenue; thence southeasterly along said right-of-way line on the arc of a 681.60 foot radius curve to the right, the chord of which bears S 29°03'56" E, 53.55 feet, an arc distance of 53.6 feet, more or less, to the true point of beginning.

Containing 0.01 acre, more or less.

As shown on attached map marked EXHIBIT "A", and hereby made a part of this document.

ORDER AUTHORIZING DEED
FOR COUNTY ROAD PURPOSES
S.E. 181st Avenue
Item No. 89-332 and Item No. 89-333
December 7, 1989
Page 3

DATED this 28th day of December, 19 89.

APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By *L F Nicholas*

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By *Gladys McCoy*
GLADYS McCOY/Chair

REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By *J L DuBay*
JOHN L. DuBAY
Assistant County Counsel

(SEAL)

1391W

S.E. 181ST AVENUE
Between SE Stark & SE Yamhill Sts.
Item No.'s 89-332 & 89-333
December 7, 1989

DEED FOR ROAD PURPOSES

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, conveys to
MULTNOMAH COUNTY, a political subdivision of the State of Oregon, for road
purposes, the following described property:

ITEM NO. 89-332:

A parcel of land situated in the northeast one-quarter of Section 6, T1S, R3E,
W.M., Multnomah County, Oregon, described as follows:

Commencing at the southeast corner of the north half of the north half of said
Section 6; thence N 0° 36' W along the east line of said Section 6, a distance
of 25.00 feet; thence S 89°52'50" W parallel to the south line of the north
half of the north half of said Section 6, 96.53 feet to the point of
intersection of the north line of S.E. Yamhill Street, County Road No. 2950,
and the west line of S.E. 181st Avenue, County Road No. 2450, and the true
point of beginning of this description, said point being the southeast corner
of that tract of land conveyed to Kenneth A. Martin and Jo-Anne LaBarber, by
deed, recorded April 28, 1981, in Book 1519, Page 1829, Deed Records of
Multnomah County, Oregon; thence continuing S 89°52'50" W along the north line
of said S.E. Yamhill Street, a distance of 23.47 feet; thence N 0°36' W along a
line that is parallel to and 60.00 feet east (when measured at right angles) of
the west line of that tract of land conveyed to Multnomah County, by deed
recorded January 17, 1957, in Book 1825, Page 562, Deed Records of Multnomah
County, a distance of 46.62 feet to a point on said west right-of-way line of
said S.E. 181st Avenue; thence southeasterly along said west line, on the arc
of a 591.6 foot radius curve to the right, the chord of which bears
S 27°13'33" E, 52.37 feet, an arc distance of 52.38 feet to the point of
beginning.

Containing 0.01 acre, more or less.

S.E. 181ST AVENUE
Between SE Stark & SE Yamhill Sts.
Item No.'s 89-332 & 89-333
December 7, 1989
Page 2

ITEM NO. 89-333:

A parcel of land situated in the northeast one-quarter of Section 6, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

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Containing 0.01 acre, more or less.

As shown on attached map marked EXHIBIT "A", and hereby made a part of this document.

The true and actual consideration for this conveyance is \$0.00.

S.E. 181ST AVENUE
Between SE Stark & SE Yamhill Sts.
Item No's. 89-332 & 89-333
December 7, 1989
Page 3

DATED this 28th day of December, 1989.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy
GLADYS MCCOY/Chair

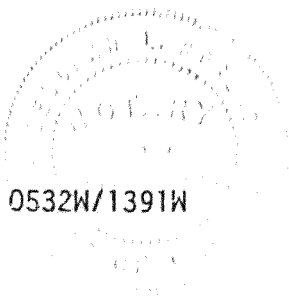
REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By: John DuBay
JOHN DuBAY
Assistant County Counsel

STATE OF OREGON, COUNTY OF MULTNOMAH

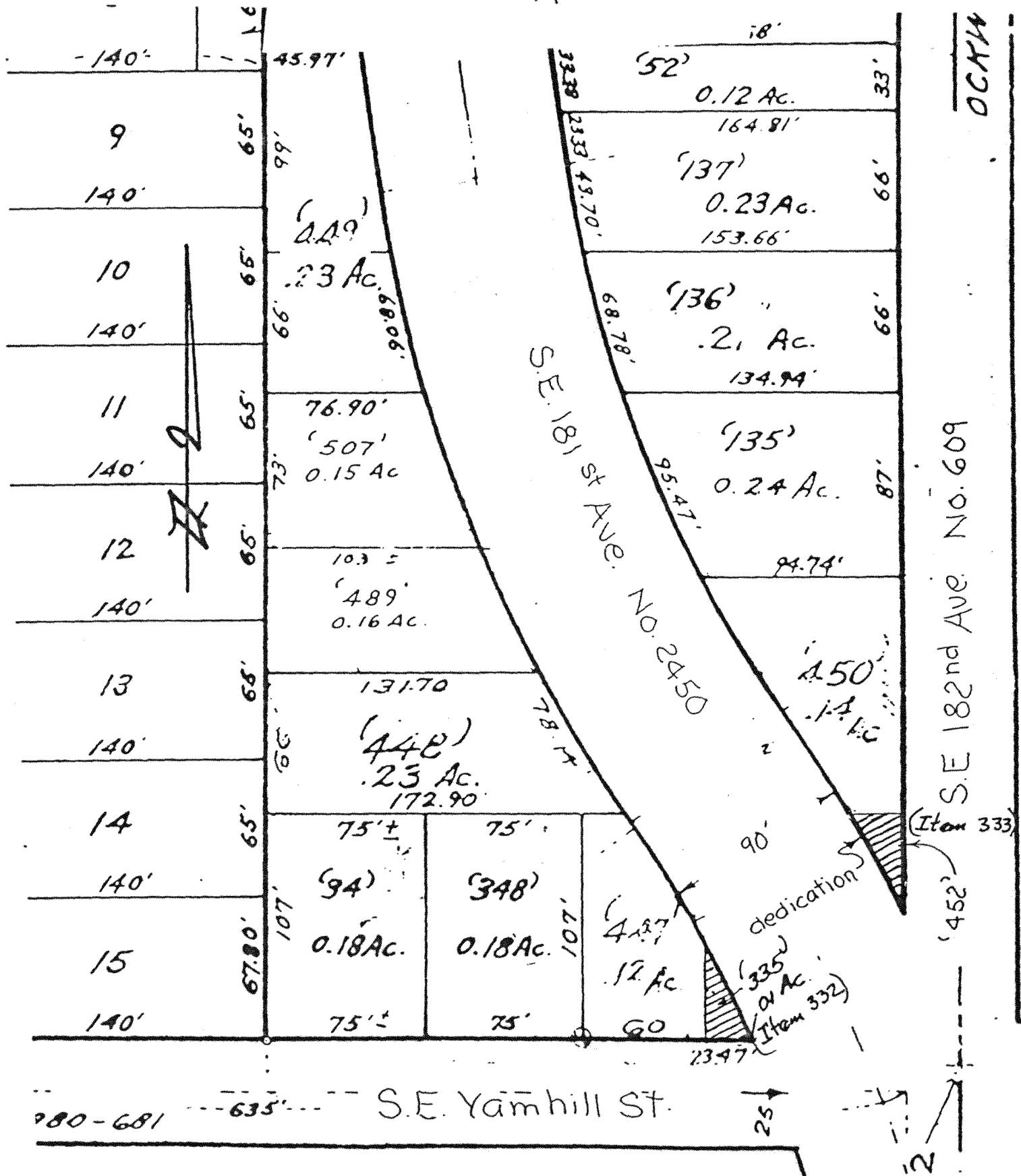
SIGNED BEFORE ME December 28, 1989, personally appeared
Gladys McCoy, who being sworn, stated that she is the Chair
of the Board of County Commissioners, Multnomah County, Oregon, and that this
instrument was voluntarily signed in behalf of said county by authority of its
Board of County Commissioners. Before me:



Deborah C. Rogers
Notary Public for Oregon

My Commission expires June 27, 1993

EXHIBIT "A"



DATE SUBMITTED 12/20/89

(For Clerk's Use)

Meeting Date 12/28/89

Agenda No. R-3

* Postponed to 1/11/90

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Convey permanent easement on Edgefield land .

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services

DIVISION Facilities and Property Mgmt.

CONTACT Harold Holub

TELEPHONE Harold Holub

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Holub

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

Request approval of conveyance of permanent easement on Edgefield land to Northwest Pipeline Corp. for the purpose of maintaining a natural gas transmission line. Original easement, given in 1964, expired in 1985.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Five (5) Minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

XXXXXX - General Fund \$14,000 one time revenue

Other _____

SIGNATURES:

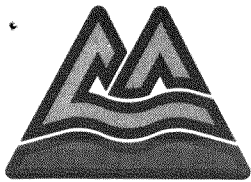
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL [Signature]

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

OTHER [Signature]
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

Tana
DEC 27 1989

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy
Chair

FROM: Harold L. Holub, Property Officer *H/H*
Property Management Section

DATE: December 27, 1989

RE: ITEM R-5, DECEMBER 28, 1989 AGENDA
EASEMENT TO NORTHWEST PIPELINE CORP.

MULTNOMAH COUNTY
OREGON
1989 DEC 28 11 10 31
COUNTY CLERK
1990 JAN 2

Request removal of Item R-5 from the referenced agenda.

Language protecting Multnomah County from any costs incurred by Northwest Pipeline in realigning the transmission line because of construction of the proposed Mt. Hood Parkway and interchanges must be inserted into the lease document.

Revised lease agreement will be presented to the Board for consideration at a later date.

HLH:CLS

AN EQUAL OPPORTUNITY EMPLOYER

RE: ITEM R-5, DECEMBER 28, 1989 AGENDA
 EASEMENT TO NORTHWEST PIPELINE CORP.

Request removal of Item R-5 from the referenced agenda.

Language protecting Multnomah County from any costs incurred by Northwest Pipeline in realigning the transmission line because of construction of the proposed Mt. Hood Parkway and interchanges must be inserted into the lease document.

Revised lease agreement will be presented to the Board for consideration at a later date.

HLH:CLS

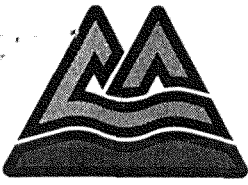
OK to remove

if

*postponed
until*

1/11/90

AN EQUAL OPPORTUNITY EMPLOYER



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy, Chair
Board of County Commissioners
Paul Yarborough
John DuBay

FROM: Harold L. Holub, Property Officer
Property Management Section

DATE: November 22, 1989

RE: PERMANENT EASEMENT/EDGEFIELD

In 1960, Multnomah County gave El Paso Natural Gas Co., now Northwest Pipeline Corp., an easement on Edgefield land close to the Westerly boundary of the property. Easement is 20 feet wide, traversing some 3,000 lineal feet, and was for the purpose of installing and maintaining a natural gas transmission line called "Camas to Eugene Line" by the firm.

After recently securing a title report on the entire Edgefield property, it was discovered that the easement expired on April 14, 1985. We have had knowledge of the easement for years (it is shown on all assessor maps) and it was thought that it was given as a permanent easement as is the practice in such cases. Not so here.

When we notified Northwest Pipeline Corp. of our finding that the easement had expired (great surprise was expressed), the firm had the easement alignment appraised and offered \$8,018 (the appraised value) for a perpetual easement on the same alignment and of the same width.

Negotiations since then have taken place by telephone and letter and a price of \$14,000 has been agreed upon by Facilities Management and the Land Representative of Northwest Pipeline, subject to Board approval.

Although no structures can be built on the easement, it can be paved, landscaped and used in such a manner. All persons who have expressed an interest in the purchase of Edgefield lands have been informed of the existence of the easement and have not expressed adverse concern about it.

Memorandum / Gladys McCoy
November 22, 1989
Page 2

We in Facilities Management also believe that granting of a new agreement will not affect the value or use of the property.

The request for a perpetual easement is now presented to the Board for consideration after which all pertinent documents should be returned to:

Property Management
Building 421/3rd Floor
Attention: Holub

HLH:CLS

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Conveyance of a)
Permanent Easement on County Land to)
Northwest Pipeline Corporation)

O R D E R
#88-178

It appearing that in 1960 Multnomah County granted a 20' easement on Edgefield land to El Paso Natural Gas Company, now succeeded by Northwest Pipeline Corporation, for the purpose of installing and maintaining an underground natural gas transmission line; and

It appearing that the said easement agreement had an expiration date of April 14, 1985; and

It appearing that Northwest Pipeline Corporation has requested a permanent easement on the same alignment and of the same width as was granted in 1960; and

It appearing that said corporation will pay Multnomah County \$14,000 for said permanent easement; and

It appearing that the conveyance of said easement will have little or no effect in the future use or value of the land; and

The Board being fully advised in the matter, it is

ORDERED that Multnomah County execute the Permanent Easement before the Board this date, and that the County Chair be and she is hereby authorized and directed to execute the same on behalf of Multnomah County.

Dated this day of December, 1989.

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy, County Chair

(SEAL)

HLH:CLS
112789

NORTHWEST PIPELINE CORPORATION
NWP RIGHT OF WAY AND EASEMENT
FORM NWP 1960 (9-81)

STATE OF OREGON

COUNTY OF MULTNOMAH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, herinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by NORTHWEST PIPELINE CORPORATION, a corporation, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to locate, survey a route, construct, entrench, maintain and operate a pipeline including a buried electrical cable for cathodic equipment, with appurtenances thereto including, but not limited to, valves, metering equipment, and cathodic equipment, and in connection therewith, a road (said pipeline, appurtenances, valves, metering equipment, cathodic equipment and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made of hereafter to be made by Grantee, through and over the said land on a right of way 20 feet in width.

This right of way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, obstruction or structure shall be constructed, created or maintained on, over, along or within said right of way without Grantee's prior written consent. Grantee shall, during initial construction, bury said pipeline below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor and one by Grantee within 30 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

For the same consideration Grantor grants to the Grantee the right to construct, maintain and operate on said right of way, an additional pipeline or pipelines and appurtenances thereto, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of \$1.00 per lineal rod for each additional pipeline constructed, as well as damages caused by Grantee to grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional facilities as are hereby granted with respect to the original facilities to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN Multnomah

COUNTY, STATE OF Oregon

Subdivision	Section	Township	Range	B & M
W $\frac{1}{2}$	26	1 North	3 East	Willamette
NW $\frac{1}{4}$	35	1 North	3 East	Willamette

More particularly described in Exhibit "A", attached hereto and herein incorporated by reference.

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____

WITNESS THE EXECUTION HEREOF THE

DAY OF _____ 19____, A.D.
Multnomah County

by

Witness to Signature (s)

By _____
Gladys McCoy, County Chair

Project Name: 20" O.D. Camas to Eugene
W/O 31194 Dwg. No. 2436.0-7
R/W 591470, G27B Grant No. 3436.0-8

STATE OF OREGON)

COUNTY OF MULTNOMAH)

1989

On this day of , ~~1987~~, before me, a Notary Public in and for said County and State, personally appeared Hank Miggins, to me personally known, who being duly sworn did say that he, Hank Miggins, is authorized by Gladys McCoy, Board of Commissioners Chair - Multnomah County, Oregon to sign official County documents on behalf of the said Gladys McCoy, and that the seal affixed to said instrument is the corporate seal of said Multnomah County and that said instrument was signed and sealed on behalf of said County by authority of its Board of County Commissioners, by Hank Miggins on behalf of the said Gladys McCoy, and the said Hank Miggins acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

(SEAL)

Notary Public for Oregon

My Commission expires _____

EXHIBIT "A"

NORTHWEST PIPELINE CORPORATION

EXISTING 20" O.D. CAMAS TO EUGENE LINE
CROSSING A PORTION OF MULTNOMAH COUNTY FARM PROPERTY
SECTION (s) 26 & 35, TOWNSHIP 1 NORTH, RANGE 3 EAST, W.M.
MULTNOMAH COUNTY, OREGON

A strip of land 20 feet wide across a portion of Section(s) 26 & 35, Township 1 North, Range 3 East. W.M., Multnomah County, Oregon, being 10 feet Easterly and 10 feet Westerly of the following described survey line, which is the centerline of the existing 20" Diameter pipeline:

Parcel No. 1

Beginning at a point located on the West Boundary line of the Addison C. Dunbar Donation Land Claim No. 41, said point bears North $10^{\circ}50'$ East, a distance of 2897.2 feet from the Southwest corner of said Section 26;

Thence South $48^{\circ}39'$ East, a distance of 7.4 feet;

Thence South $44^{\circ}35'$ East, a distance of 40.0 feet;

Thence South $0^{\circ}25'$ West, a distance of 370.9 feet;

Thence South $2^{\circ}22'$ East, a distance of 1.0 feet to a point located on the Northerly boundary line of the Oregon, Washington R.R. & NAV. Co., said point bears North $13^{\circ}16'$ East, a distance of 2507.2 feet from the Southwest corner of said Section 26.

The right-of-way lines of said strip of land are to be shortened or lengthened to begin on said Northerly line of parcel of land and to terminate on said Southerly line of parcel of land.

The length of the above described survey line is 419.3 feet, or 25.412 rods, or 0.079 miles.

Parcel No. 2

Beginning at a point located on the Southerly boundary line of the Oregon, Washington R.R. & NAV. Co., said point bears North $13^{\circ}55'$ East. a distance of 2407.8 feet from the Southwest corner of said Section 26;

Thence South $2^{\circ}22'$ East a distance of 612.2 feet;

Thence South $11^{\circ}54'$ West, a distance of 68.0 feet to a point located on the Northerly boundary line of N.E. Halsey Street, said point bears North $19^{\circ}36'$ East, a distance of 1760.8 feet from the Southwest corner of said Section 26.

The right-of-way lines of said strip of land are to be shortened or lengthened to begin on said Northerly line of parcel of land and to terminate on said Southerly line of parcel of land.

The length of the above described survey line is 680.2 feet, or 41.224 rods, or 0.129 miles.

Parcel No. 3

Beginning at a point located on the Southerly boundary line of N.E. Halsey Street, said point bears North $19^{\circ}52'$ East, a Distance of 1685.7 feet from the Southwest corner of said Section 26;

Thence South $11^{\circ}54'$ West, a distance of 5.0 feet;

Thence South $0^{\circ}03'$ West, a distance of 294.6 feet;

Thence South $19^{\circ}03'$ West, a distance of 155.2 feet;

Thence South $6^{\circ}25'$ Wests, a distance of 1135.3 feet to a point located on the South boundary line of said Section 26, said point being 394.0 feet Easterly along said boundary line from the Southwest corner of said Section 26;

Thence continuing South 6°25' West, a distance of 635.4 feet;

Thence South 8°21' West, a distance of 618.6 feet to a point located on the Northeasterly boundary line of Cherry Park Drive, said point bears South 10°37' East, a distance of 1265.1 feet from the Northwest corner of said Section 35.

The right-of-way lines of said strip of land are to be shortened or lengthened to begin on said Northerly line of parcel of land and to terminate on said Southerly line of parcel of land.

The length of the above described survey line is 2844.1 feet, or 172.370 rods, or 0.539 miles.

Except the following described land:

A parcel of land located in the Southwest One-Quarter of Section 26, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Beginning at the most Westerly Northwest corner of the Multnomah County tract recorded in Book 465, Page 339, Multnomah County Deed Records, said point also being on the Westerly line of said Section 26 and on the Easterly boundary line of the plat of Wood Village; thence along the North line of said tract in book 465, Page 339 North 89°40'00" East a distance of 551.10 feet to an angle point in the North line of said tract in Book 465, Page 339; thence along a line parallel to the West line of said Section 26 South 00°19'00" East a distance of 418.92 feet (South 00°20'50" East per plat of Wood); thence along a line parallel to said North line of said tract in Book 465, Page 339 South 89°40'00" West a distance of 551.10 feet to a point on said West line of said Section 26 also being the Easterly boundary line of the plat of Wood Village; thence along said West line of said Section 26 also being the Easterly boundary line of the plat of Wood Village North 00°19'00" West a distance of 418.92 feet to the Point of Beginning, the terminus of this description, subject to all easements, restrictions, and rights-of-way of record and those common and apparent on the land.

DWG. No. 2436.0-7 Rev. 9 & 2436.0-8 Rev. 8
R/W No. 591470 G-27B
0095

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 12/28/89

Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Lease of detention space at Long Home
to State of Oregon

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services DIVISION Facilities and Prop. Mgmt.

CONTACT Harold Holub TELEPHONE 3322

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Holub

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

Request approval of lease of the "Picture House" unit at long Home to State of Oregon for use by Children's Services Division for Juvenile detention.

Lease is for two (2) Years at a total revenue of \$99,540.00

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Five (5) minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☒ - General Fund \$99,540.00

Other _____

SIGNATURES:

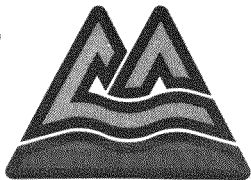
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL /

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

OTHER [Signature]
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy, Chair
Board of County Commissioners
Paul Yarborough
John Dubay

FROM: Harold L. Holub, Property Officer
Property Management Section

DATE: November 16, 1989

RE: RETROACTIVE LEASE AGREEMENT
STATE OF OREGON/DONALD E. LONG HOME
"PICTURE HOUSE"

The State Property Management Section of the Department of General Services was notified in March, 1989, of the expiration date, June 30, 1989, of the Children's Services Division lease of the "Picture House" unit at Donald E. Long. The section was also notified of the rental increase from \$8.25 per square foot per year to \$9.00.

After general discussions with a representatives of CSD and the State Property Manager about the new rental rate, it was thought that the agreement would be forthcoming, at least by June 30,

It was received in this office November 14, 1989.

When it was received, Roger Stall, State Property Manager, was called to inquire about the lengthy delay, since the lack of an agreement was referred to in the letter of September 18, 1989 to him relative to Claire Argow unit #2.

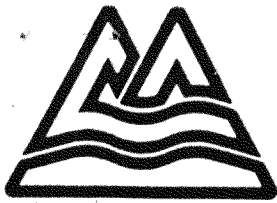
He stated that with some administrative changes and illness in his office, the agreement "kind of fell into a crack".

Page 2
Retroactive Lease Agreement

The delay in presenting this agreement to the Board is all on the part of the State.

Please return all pertinent documents to:
Property Management
Building 421/3rd Floor
Attention: Holub

HLH/sb



MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

☒ Revenue ☒ County Owned ☒ Intergovernmental Agreement R-6 12/28/89
☐ Expense ☐ Road Fund ☐ Private
☐ Rent Free Agreement ☐ Tax Title
☐ Sublease

Property Management
Contact Person Harold Holub Phone 3322 Date 11/16/89

Division Requesting Lease Facilities and Property Management

Contact Person Harold Holub Phone 3322

Lessor Name Multnomah County

Mailing Address _____

Phone _____

Lessee name State of Oregon, Children's

Services Div

Mailing Address 198 Commercial St S.E.

Salem, OR 97310-0450

Phone 378-4469

Address of "Picture House Unit" _____

Lease Property Donald E. Long Home

Purpose of Lease Housing for juveniles under State Camps Program.

Effective Date July 1, 1989

Termination Date June 30, 1991

Term of Lease Two (2) Years

Total Amount
of Agreement \$ 99,540.00

Payment Terms

☐ Annual \$ _____ ☒ Monthly \$ 4147.50
including \$60 p/m for
parking

FUND	AGENCY	ORGAN- IZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
100	030	5650				4612		

REQUIRED SIGNATURES:

Department Head [Signature] Date 11-17-89

County Counsel [Signature] Date 12/17/89

Budget Office _____ Date _____

Risk Manager _____ Date _____

Property Management [Signature] Date 11/16/89

County Executive/Sheriff [Signature] Date 12/28/89

CODE _____										FOR ACCOUNTING / PURCHASING ONLY																			
VENDOR NAME _____										AUTHORIZATION NOTICE										ENCUMBRANCE "APRON" ONLY									
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.																		

LEASE AMENDMENT

This Amendment is dated March 31, 1989, between Multnomah County (Lessor) and, STATE OF OREGON acting by and through the Department of Human Resources, Children's Services Division (Lessee).

Lessor and Lessee are parties to a lease dated June 22, 1987, covering premises described as 5,450 square feet of space located in the Donald E. Long home at 1401 N.E. 68th Avenue, Portland, Oregon, Multnomah County.

Lessor and Lessee desire to amend or supplement such lease.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the lease shall be amended or supplemented as follows:

1. The term of the lease is hereby extended for a period of two years commencing July 1, 1989 through June 30, 1991.
2. Monthly base rent shall increase to \$4,087.50.

Except as expressly amended or supplemented hereby, all other terms and conditions of the original lease shall remain in full force and effect.

This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the agreement.

The parties have executed this Amendment the 28th day of December, 19 89.

RATIFIED

LESSOR: Multnomah County Board of Commissioners

REVIEWED:

LAURENCE KRESSEL
COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OREGON

By: Phy DnBg

By Shirley McKinney
County Chair

LESSEE: STATE OF OREGON acting by and through
the Department of Human Resources

By Honorable L. Pacheco

APPROVAL: STATE OF OREGON acting by and through
the Department of General Services

By _____
Facilities Management Division

6984H
RS:nf

02:14:20

890513

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 12/28/89

Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Lease of detention space at Long Home
to State of Oregon

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Environmental Services DIVISION Facilities and Prop. Mgmt.

CONTACT Harold Holub TELEPHONE 3322

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Harold Holub

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

Request approval of lease of Claire Argow Unit #2 to State of Oregon for use by Children's Services Division for Juvenile Detention.

Lease is for two (2) years at a total revenue of \$111,060.00

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Five (5) Minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

XXXXXXX - General Fund \$111,060.00

Other _____

SIGNATURES:

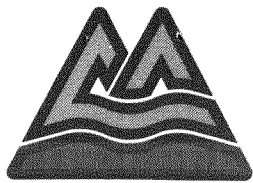
DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy, Chair
Board of County Commissioners
Paul Yarborough
John Dubay

FROM: Harold L. Holub, Property Officer
Property Management Section

DATE: November 16, 1989

RE: RETROACTIVE LEASE AGREEMENT
STATE OF OREGON/DONALD E. LONG HOME
CLAIRE ARGOW UNIT #2

The State Property Management Section was notified in March, 1989, of the expiration date, June 30, 1989, of the Childrens Services Division lease of Claire Argow units #1 and #2 and adjacent areas. The section was also notified of the rental increase from \$8.25 per square foot per year to \$9.00.

Nothing was heard from the Property Management Section or CSD until June 6, 1989, when the then acting Camps Manager for CSD, Robert Jester, wrote that the Division was going to give up rental of unit #1 and the adjacent space and asked that the basic rent per foot be reduced.

By letter dated June 16, 1989, Chair McCoy informed Mr. Jester that although Multnomah County empathized with his Department and it's request, it was felt that the terms of the proposal offered the State were equitable. It was then thought that a new agreement would be forthcoming from the State.

That was not the case. It then appeared that a new agreement was dependent upon the resolution of a disagreement between this Division and CSD about certain items in the vacated unit #1 that the State was required, by the terms of the lease to repair or replace.

Page 2
Lease Agreement

By letter dated September 18, 1989, Roger Stall, State Property Manager, was notified that the two issues were separate; that the State was occupying both Claire Argow unit #2 and the "Picture House" unit without benefit of an agreement and that new agreements must be drawn and executed immediately.

We received both on November 14, 1989. The delay in presenting this agreement to the Board is all on the part of the State.

Please return all pertinent documents to:

Property Management
Building 421/3rd Floor
Attention: Holub

HLH:SB



MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

☒ Revenue ☒ County Owned ☒ Intergovernmental Agreement R-7 12/28/89
☐ Expense ☐ Road Fund ☐ Private
☐ Rent Free Agreement ☐ Tax Title
☐ Sublease

Property Management
Contact Person Harold Holub Phone 3322 Date 11/16/89

Division Requesting Lease Facilities and Property Management

Contact Person Harold Holub Phone 3322

Lessor Name Multnomah County

Mailing Address _____

Phone _____

Lessee name State of Oregon, Children's

Services Div. 198 Commercial St. SE

Mailing Address Salem, OR 97310-0450

Phone 378-4469

Address of Claire Argow Unit # 2

Lease Property Donald E. Long Home

Purpose of Lease Housing for State Juveniles awaiting assignment to appropriate State programs

Effective Date July 1, 1989

Termination Date June 30, 1991

Term of Lease Two (2) years

Total Amount of Agreement \$ 111,060.00

Payment Terms

☐ Annual \$ _____ ☒ Monthly \$ 4,627.50

☐ Other \$ _____

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
100	030	5650				4612		

REQUIRED SIGNATURES:

Department Head [Signature] Date 11-21-89

County Counsel [Signature] Date 12/17/89

Budget Office _____ Date _____

Risk Manager _____ Date _____

Property Management [Signature] Date 11/16/89

County Executive/Sheriff [Signature] Date 12/28/89

CODE _____		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME _____		YEAR _____		AUTHORIZATION NOTICE				ENCUMBRANCE "APRON" ONLY			
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.

LEASE

This lease, dated August 15, 1989, is between Multnomah County (Lessor) and THE STATE OF OREGON acting by and through the Department of Human Resources, Children's Services Division (Lessee).

Lessor hereby leases to Lessee and Lessee takes from Lessor the Premises described as follows:

Claire Argow Unit #2, 6,170 square feet, located in the Donald E. Long Home, 1401 N.E. 68th Avenue, Portland, Oregon (Multnomah County). Additionally, Lessee may use for recreational purposes, the basketball court and lawn area adjacent to Argow #2 and the "Picture House" which is enclosed by a security fence. In exchange for such use, Lessee agrees to maintain the described area, such as cutting and removing grass, to Lessor's satisfaction.

The parties agree that the terms of this lease are as follows:

1. Term. The original term of this lease shall commence July 1, 1989 and shall continue through June 30, 1991.
2. Rent. Lessee shall pay rent in arrears by the 10th day of each month for the preceding month or partial month. Monthly base rent shall be \$4,627.50
3. Use of Premises. Lessee may use the Premises for business offices, storage, and other lawful purposes including but not limited to functions related to the conduct of its business as a State agency.
4. Parking. Vehicles of Lessee or its employees shall be parked in the common parking areas.
5. Lessor's Covenants.

(a) Lessor covenants that it has the right to make this lease; that possession of the Premises will be delivered to Lessee free of other tenants and of conflicting claims; that the use of the Premises by Lessee for the specific uses set forth in paragraph 3 is not in violation of any federal, state or local statute, regulation or ordinance, including the acknowledged comprehensive land use plans and regulations of the city or county in which Premises are located; and that on paying the rent and performing its covenants of this lease, Lessee may enjoy the rights granted by this lease free from rightful interference by any third party.

(b) Lessor covenants that the Premises comply with Handicapped Access and other provisions of the State Building Code, including requirements for handicapped parking, at the inception date of this lease.

6. Improvements and Alterations. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations at its own expense with approval of Lessor. Lessee may, but shall not be required to, remove such items at the end of the lease term. Damage caused by any such removal shall be repaired by Lessee.

7. Maintenance and Repair of Premises

(a) Lessor shall perform all necessary maintenance and repairs to the foundation, exterior walls, roof, emergency lighting, sidewalks and parking area surface, if any, on the Premises. Lessor shall maintain and repair or replace if necessary, the heating and electrical systems, and smoke detectors on the Premises, and will generally keep the grounds and landscaping in good repair and appearance.

(b) Lessee shall perform any and all necessary maintenance of and repair of the interior and equipment on the Premises, which repair shall include, but not be limited to, repair of any damage done to the Premises by the Wards of the Lessee, and repair or replacement of broken windows and doors; broken or plugged plumbing fixtures, cooling, and electrical fixtures.

(c) Lessee shall take good care of the interior of the Premises and at the expiration of the term of lease shall surrender the Premises in as good of condition as at the commencement of this lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

Special Conditions. All furniture, curtains and curtain rods, fire extinguishers, drinking fountains, shelving and kitchen equipment placed in the Premises by the Children's Services Division and such other equipment as shall be mutually agreed upon by the County and the Division may be removed by the Division upon termination of this agreement. Any damage caused by such removal shall be repaired by Lessee.

8. Services and Utilities.

Lessor will cause the utilities and services listed below to be furnished to the Premises. Charges shall be paid as indicated:

<u>Utility or Service</u>	<u>Monthly Charges</u>	
	<u>Paid By:</u>	
	<u>Lessor/Lessee</u>	
Water	<u>X</u>	<u> </u>
Sewer	<u>X</u>	<u> </u>
Electricity	<u>X</u>	<u> </u>
Gas	<u>X</u>	<u> </u>
Fuel Oil	<u>X</u>	<u> </u>
Trash Removal	<u> </u>	<u>X</u>
Janitorial Service	<u> </u>	<u>X</u>
Janitorial Supplies	<u> </u>	<u>X</u>
Window Washing	<u> </u>	<u>X</u>
Building Security (If required)	<u> </u>	<u>X</u>

9. Insurance.

(a) Throughout the term of the Lessee's occupancy, the Lessee at its sole cost and expense shall either procure insurance or maintain self-insurance funds for replacement value of loss to personal property and equipment from fire and named perils and/or for any personal injury

or property damage caused by the negligence of Lessee or it's Wards and occurring upon, in or about the demised Premises in amount consistent with ORS 30.270. Certificates of Insurance and/or certified copies of evidence of the public entity's insurance fund shall be furnished to the Lessor upon the execution of this agreement and upon renewals of coverage and as changes occur in the Insurance Fund.

(b) Lessor shall not be liable to the Lessee for damage to persons or property resulting from the negligence of a co-tenant or anyone else other than Lessor, or for any damage to person, structure, or equipment resulting from any condition of the Premises or other cause not resulting from the negligence of the Lessor.

(c) Property Damage: Neither Lessor nor Lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees. It is the intention and agreement of Lessor and Lessee that each party shall fully provide its own property damage insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstance.

10. Nonappropriation. If sufficient funds have not been provided in the legislatively approved budget of Lessee to permit Lessee in the exercise of its reasonable administrative discretion to continue this lease, or if the agency occupying the premises is abolished or reduced in size or scope, Lessee may terminate this lease without further liability by giving Lessor not less than 60 days prior notice. In determining the availability of funds for this lease, Lessee may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.
11. Default. Neither party shall be in default under this lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for 15 days in the case of a payment or for 30 days in the case of other obligations. If the obligation cannot be performed within the 30-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the nondefaulting party may terminate this lease with 30 days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the nondefaulting party, those expenditures may be applied to monthly rent payment(s).

12. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor: Multnomah County
Facilities & Property Management
2505 S.E. 11th Avenue
Portland, Oregon 97202
Phone: 248-3851

Lessee: Department of Human Resources
Children's Services Division
198 Commercial St. S.E.
Salem, Oregon 97310
Phone: 378-4884 3542
ms

13. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this lease, or to enforce any rights or obligations arising from this lease, the prevailing party shall be entitled to such additional sums as the court may adjudge reasonable attorney fees and all costs and disbursements incurred therein and on any appeal.

14. Termination. ~~Lessee shall have the option to terminate this lease with not less than 60 days prior notice.~~ Multnomah County may cancel this agreement upon 60 days written notice to Lessee if the Premises are needed

15. MERGER. for County purposes. *2/2/21*

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

This Lease Agreement shall not become effective and shall not be binding upon the State of Oregon or any agency thereof until it has been executed, in the signature spaces provided below, by all parties to this agreement, including those whose approval is required.

The parties have executed this lease the _____ day of _____, 19____.

LESSOR: Multnomah County

REVIEWED:

By: _____
County Chair

LAURENCE KRESSEL
COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OREGON

By: _____

LESSEE: STATE OF OREGON acting by and through the
Department of Human Resources
Children's Services Division

YHB By *Bobby S. Smith* _____

APPROVAL: STATE OF OREGON acting by and through
its Department of General Services

By _____
Facilities Management Division

8566H
RS:nf

Date 12-28

NAME

Sally Cross

ADDRESS

ONTRC / 522 SW 5th, Suite 1050

Street

Portland

City

97204

Zip

I wish to speak on Agenda Item #

R-8

Subject

work place compensation

X FOR

____ AGAINST

NAME

YOLANDA A. RUSSELL

Date 12-28-89

ADDRESS

2025 NE BRYANT

Street

PHD

City

97211

Zip

I wish to speak on Agenda Item #

R-8

Subject

☒

FOR

☐ AGAINST

Date 12-28-87

NAME

Anne K Feeney

ADDRESS

625 SE 52

Street

Palx

City

97206

Zip

I wish to speak on Agenda Item #

R-8

Subject

 FOR

 AGAINST

DATE SUBMITTED 11-29-89

Procedure # 1201

Page 3 of 4

(For Clerk's Use)

Meeting Date 12/14/89

Agenda No. R-13

12/28/89 R-8

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ordinance Relating to Workplace Solicitations

Informal Only* _____
(Date)

Formal Only December 14, 1989
(Date)

DEPARTMENT Non-Dept.

DIVISION BCC

CONTACT Bill Farver

TELEPHONE x3740

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Pauline Anderson

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

The County has not had a policy regarding workplace charitable solicitations. This ordinance sets such a policy.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 15 minutes

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ -General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Pauline Anderson

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Lk

OTHER _____
(Purchasing, Facilities Management, etc.)

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

ORDINANCE FACT SHEET

Procedure # 1201
Page #4 of 4

(Title Ordinance Relating to Workplace Solicitations Effective Date _____)

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored)

The ordinance establishes a Campaign Management Council, sets standards and guidelines for conducting charitable fundraising campaigns on county premises and authorizes the use of the employee payroll system for donations to charities.

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

Metro and City of Portland.

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

Ordinances have been prompted by successful court challenges to former United Way only campaigns. Legislation is slightly different in each area and still too new to evaluate fairly.

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

Home Rule Charter.

Fiscal Impact Analysis

(If space is inadequate, please use other side)

SIGNATURES:

(Office of County Counsel LK

Office of County Management _____

Department Head _____

Liaison Commissioner

PAULINE ANDERSON
Multnomah County Commissioner
District 1



605 County Courthouse
Portland, Oregon 97204
(503) 248-5220

November 28, 1989

To: Board of County Commissioners and Clerk of the Board
Department Directors
United Way, Black United Fund, Environmental Federation
International Service Agencies
From: Pauline Anderson
Re: Ordinance relating to Workplace Solicitations

Enclosed please find the ordinance we will submitting for Board consideration during the week of December 11th. The informal meeting will be at 1:30 p.m. on December 12th and the formal at 9:30 a.m. on December 14th. A second reading will follow two weeks later on December 28th.

This ordinance grew out of the Task Force report and our subsequent discussions over the summer. We decided to have a "side by side" campaign this year and delay consideration of an ordinance until after the campaign.

The campaign is over and we should finally resolve this issue in time so that all participants know the ground rules before next year.

County Counsel has reviewed this ordinance several times and is satisfied this is a workable scheme.

Following are several policy issues that may be of interest. I'm sure the charitable organizations will raise other issues.

1. Section 3 . Campaign Management Council established
2. Section 5 (3) Which organizations qualify. Not limited to organizations with a "local presence". Rather, organizations that serve international interests (specifically, the International Service Agencies which is involved in the City campaign and has requested involvement in ours) would qualify.

"Local presence" proved to be difficult to define and there was no compelling reason not to allow employees to choose to contribute to organizations with an international orientation.

3. Section 6 (A) Standards for decertification. Specifics left up the CMC to define.
4. Section 7 (A) Ineligibility Need to received donations from at least 25 employees during second and subsequent years.
5. Section 10 (B) Procedure to recovering costs for possible need to expand payroll system.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance establishing a Campaign Management Council,
standards and guidelines for conducting charitable fundraising
campaigns on County premises and authorizing the use of the
employee payroll deduction system for donations to charities.

Multnomah County ordains as follows:

Section 1. Findings and Purpose

A. Multnomah County has no formal policy regarding
employee contributions to charitable organizations through
payroll deductions.

B. The County has allowed and encouraged the United Way
to solicit charitable contributions among County employees.

C. Recent litigation brought by the Black United Fund and
other organizations has successfully challenged a "United Way
only" campaign in other jurisdictions.

D. The Supreme Court has established that governmental
bodies may pass reasonable restrictions on solicitations by

1 charitable organizations to protect the integrity of the
2 workplace and minimize disruption.

3
4 E. The County Commission supports charitable giving by
5 County employees and believes providing employees meaningful
6 choices among charitable groups will increase overall giving
7 and employee satisfaction in the program.

8
9 F. The County Commission finds that this ordinance is
10 necessary (1) to assure that funds solicited from County
11 employees are given to bona fide charitable organizations,
12 (2) minimize workplace disruption and the administrative costs
13 of charitable solicitation in the workplace and (3) to expand
14 the range of choices for County employees who wish to
15 contribute to bona fide charities.

16
17 Section 2. Compliance Required

18
19 A. Charitable solicitations of County employees while on
20 the job during working hours shall be conducted only in
21 compliance with this ordinance. Only organizations certified
22 under this ordinance shall be allowed to solicit and receive
23 contributions through employee payroll deductions.

1 Section 3. Establishment of Campaign Management Council

2
3 A. A Campaign Management Council (hereinafter "Council"
4 or "CMC") shall be established. Members of the Council shall
5 be appointed in accordance with the Home Rule Charter. The
6 Council shall consist of seven voting members:

7
8 1. One representative of the office of the County
9 Chair;

10
11 2. One representative of the Board of County
12 Commissioners;

13
14 3. One representative of each County department (a
15 total of four); and

16
17 4. One union representative.

18
19 B. The Council shall select a Chairperson.

20
21 C. In addition to the voting members, each organization
22 certified under this ordinance shall have a non-voting
23 representative on the Council.

1 Section 4. Responsibilities of Campaign Management Council

2
3 The Council shall have the following responsibilities:
4

5 A. Approve the format and distribution of campaign
6 literature and communications. Each participating organization
7 shall supply its campaign material to the Council as required
8 by Council rules;
9

10 B. Require each certified organization to execute an
11 agreement describing the procedures the organization will use
12 for distribution of funds donated by County employees under
13 this ordinance;
14

15 C. Regulate the annual campaign so as to maximize
16 employee contributions in a non-coercive atmosphere;
17

18 D. Establish written guidelines for the campaign,
19 consistent with the purposes of this ordinance. The Council
20 may waive or adjust its guidelines in particular cases where
21 strict application of the guidelines would be unjust, so long
22 as the purposes of the ordinance are not violated.
23

24 Section 5. Certification Criteria
25

26 A. Each year, the Campaign Management Council shall
Page certify charitable organizations for the purpose of conducting

1 a fund drive among the employees of the County. The Council
2 shall certify only those charitable organizations which meet
3 all the following criteria:

4
5 (1) The organization is qualified as exempt under
6 section 501(c)(3) of the Internal Revenue Code;

7
8 (2) The organization disburses funds to at least ten
9 non-profit organizations;

10
11 (3) The organization either provides services to
12 local residents or works to improve the quality of life using
13 an international, national, regional or local focus. An
14 organization with an international, national, or extra-regional
15 focus must assign a representative to be available as needed to
16 meet the requirements of the ordinance and the CMC's guidelines;

17
18 (4) The organization has a written policy of
19 non-discrimination regarding race, color, religion, national
20 origin, handicap, age, sex, and sexual orientation. This
21 policy shall be applicable to persons served by the
22 organization and the organization's staff and Board of
23 Directors;

24
25 (5) The organization has made the filings required by
26 the Charitable Trust and Corporation Act and the Oregon

1 Charitable Solicitation Act (ORS Chapter 128) and has not been
2 found to be guilty of a violation of either Act by a court of
3 competent jurisdiction during the twelve months preceding its
4 application for certification;

5
6 (6) The organization has an unpaid Board of Directors;

7
8 (7) The organization has been incorporated no less
9 than one year prior to the date of application for
10 certification as a charitable organization;

11
12 (8) The organization demonstrates that it has filed
13 IRS Form 990 or CT 12E return as required by state law and
14 provides copies of the same upon request by the Campaign
15 Management Council;

16
17 (9) The organization provides a "donor option" to
18 County employees. "Donor option" means that the organization
19 permits the donor to designate a specific program, agency or
20 other entity to receive the donation, rather than requiring
21 that the donation be distributed among programs, agencies or
22 other entities according to a schedule or formula determined by
23 the organization;

24
25 (10) If certified by Multnomah County in a prior year,
26 the organization has paid the required share of costs for

published materials as required under Section 9 of this ordinance.

Section 6. Decertification

A. The CMC shall decertify any certified organization that:

(1) Fails to substantially comply with the campaign guidelines established by the CMC; or

(2) Includes intentionally false or misleading information on a certification application.

B. A notice of decertification shall be in writing and shall advise the recipient of the right of appeal under this ordinance.

C. An organization that is decertified may not participate in the charitable solicitation program for the two campaign years following decertification. However, employee donations shall continue to be distributed to the decertified organization until the end of the campaign year in which the final order of decertification is issued.

1 Section 7. Ineligibility

2
3 A. Any certified organization which does not receive
4 donations through the payroll deduction system from at least 25
5 County employees in any year following its first year of
6 certification, shall be ineligible for the annual fundraising
7 campaign for the next year. Following the year of
8 ineligibility, the organization may reapply for certification.
9

10 Section 8. Procedure

11
12 A. An annual application for certification shall be
13 submitted as required by CMC guidelines. The application shall
14 be on forms provided by the Council. The Council shall advise
15 each applicant in writing of whether the application is
16 accepted or denied.
17

18 B. In the event an application is denied or an
19 organization is decertified, the CMC shall state the reasons
20 for the action in writing and advise the applicant of the right
21 of appeal to the Board of Commissioners.
22

23 C. An appeal shall be filed with the Clerk of the Board
24 of County Commissioners on or before the tenth day after notice
25 of the action is mailed by the CMC. If a timely appeal is
26 filed, the matter shall be promptly scheduled on the agenda of

1 the Board of County Commissioners. Notice of the hearing shall
2 be mailed to the appealing party no fewer than five days before
3 the hearing. At the hearing on the appeal, a representative of
4 the CMC shall advise the Board of the reasons for the action,
5 and the appellant shall be heard in response. The Board shall
6 render its decision at the conclusion of the hearing or at a
7 continuation of the hearing. The Board's order shall be in
8 writing and shall state the reasons for the action.

9
10 Section 9. Costs Paid by Certified Organizations

11
12 The CMC shall require that the total costs for the design
13 and printing of any combined brochure, payroll deduction form,
14 and related documents shall be paid by certified organizations
15 in proportion to the amount of funds they raise during the
16 campaign.

17
18 Section 10. Payroll Deduction System

19
20 A. The County's payroll deduction system shall be used to
21 distribute charitable contributions only to organizations
22 certified under this ordinance.

23
24 B. In the event the County payroll system must be
25 expanded or modified to accommodate the organizations certified
26 hereunder, the Board may impose a fee payable by certified

1 organizations to defray the costs of the expansion or
2 modification. Any such fee requirement shall be adopted as an
3 amendment to this ordinance.

4
5 Section 11. Codification
6

7 Sections one through ten of this ordinance shall be added
8 to Multnomah County Code, Chapter 3.10.
9

10 Section 12. Adoption
11

12 This Ordinance, being necessary for the health, safety, and
13 general welfare of the people of Multnomah County, shall take
14 effect on the thirtieth (30th) day after its adoption, pursuant
15 to Section 5.50 of the Charter of Multnomah County.
16
17
18
19
20
21
22
23
24
25
26

ADOPTED this _____ day of _____, 1989, being the date
of its _____ reading before the Board of County Commissioners
of Multnomah County.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Laurence Kressel
County Counsel

5941R/dp
101889:1

PAULINE ANDERSON
Multnomah County Commissioner
District 1



605 County Courthouse
Portland, Oregon 97204
(503) 248-5220

BOARD OF
COUNTY COMMISSIONERS
1989 DEC 27 PM 2:33
MULTNOMAH COUNTY
OREGON

December 27, 1989

To: Board of County Commissioners
From: Pauline Anderson
Re: Charitable Contributions Ordinance Amendments

The following are amendments to the ordinance that have been suggested by United Way. I believe they are helpful in clarifying our intent and I support them. I do not believe they are substantive changes.

p. 2 line 16
add the following sections

C. "Direct designation" means (see below - p. 6 line 14 - existing definition transferred)

D. "Donor option" means the fund or federation permits the donor to designate a donation to a specific charitable organization not a part of any fund or federation in the campaign..

This organizes definitions in a single section.

p. 4 line 7
substitute "voluntary" for "non-coercive"

This conveys the same thought in a more positive manner.

p. 6 line 14
Move lines 14 through 20 to p. 2 above.
Add this line.

This does not limit the ability of a fund or federation to offer a "donor option" program.

This allows United Way to maintain its donor option program without requiring other funds or federations to establish a similar program. This at least partially addresses United Way's concerns about maximizing employee choice. In reference to the schematic attachment from David Parradine, last year United Way received donor option designations from county employees to 65 non United Way groups.

p. 8 line 7
omit "through the payroll deduction system"

line 8
add "during the campaign" after employees

This permits contributions not received through the payroll deduction system to count towards the minimum number of contributions necessary to retain eligibility.

United Way made several other suggestions related to the functions of the Campaign Management Council. Many were legitimate issues that will have to be dealt with. However, Counsel advises, and I concur, that many of these details are best left to the CMC. I trust that United Way and the other representatives of funds or federations will raise these issues before the CMC in the status as non-voting members.

1821

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. _____

4 An ordinance establishing a Campaign Management Council,
5 standards and guidelines for conducting charitable fundraising
6 campaigns on County premises and authorizing the use of the
7 employee payroll deduction system for donations to charities.

8
9 Multnomah County ordains as follows:

10
11 Section 1. Findings and Purpose

12
13 A. Multnomah County has no formal policy regarding
14 employee contributions to fund or federation through payroll
15 deductions.

16
17 B. The County Commission supports charitable giving by
18 County employees and believes providing employees meaningful
19 choices among charitable groups will increase overall giving
20 and employee satisfaction in the program.

21
22 C. The County Commission finds that this ordinance is
23 necessary to (1) assure that funds are solicited from County
24 employees by qualified funds or federations, (2) minimize
25 workplace disruption and the administrative costs of charitable
26 solicitation in the workplace, and (3) expand the range of

1 choices for County employees who wish to contribute to
2 charities.

3
4 Section 2. Definitions
5

6 A. "Fund or federation" means an entity serving as the
7 agent of a group of member charitable organizations to which it
8 disburses funds or an entity that grants funds to charitable
9 organizations.

10
11 B. "Charitable organization" means any entity described
12 in Internal Revenue Code Section 501(c)(3) (26 USC § 501(c)(3))
13 and exempt from federal income tax under Internal Revenue Code
14 Section 501(a) (26 USC § 501(a)).

15
16 Section 3. Compliance Required
17

18 A. Charitable solicitations of County employees while on
19 the job during working hours shall be conducted only in
20 compliance with this ordinance. Only funds or federations
21 certified under this ordinance shall be allowed to solicit
22 contributions by County employees during the annual campaign.

23
24 Section 4. Establishment of Campaign Management Council
25

26 A. A Campaign Management Council (hereinafter "Council")

1 or "CMC") shall be established. Members of the Council shall
2 be appointed in accordance with the Home Rule Charter. The
3 Council shall consist of seven voting members:

4
5 1. One representative of the office of the County
6 Chair;

7
8 2. One representative of the Board of County
9 Commissioners;

10
11 3. One representative of each County department (a
12 total of four); and

13
14 4. One union representative.

15
16 B. The Council shall select a Chairperson.

17
18 C. In addition to the voting members, each fund or
19 federation certified under this ordinance shall have a
20 non-voting representative on the Council.

21
22 Section 5. Responsibilities of Campaign Management Council

23
24 The Council shall have the following responsibilities:

1 A. Approve the format and distribution of campaign
2 literature and communications. Each participating fund or
3 federation shall supply its campaign material to the Council as
4 required by Council rules;

5
6 B. Regulate the annual campaign so as to maximize
7 employee contributions in a non-coercive atmosphere;

8
9 C. Establish written guidelines for the campaign,
10 consistent with the purposes of this ordinance. The Council
11 may waive or adjust its guidelines in particular cases where
12 strict application of the guidelines would be unjust, so long
13 as the purposes of the ordinance are not violated.

14
15 Section 6. Certification Criteria

16
17 A. The Campaign Management Council shall certify funds or
18 federations for the purpose of conducting a fund drive among
19 the employees of the County. The Council shall certify only
20 those funds or federations which meet all the following
21 criteria:

22
23 (1) The fund or federation is qualified as exempt
24 under section 501(c)(3) of the Internal Revenue Code;

1 (2) The fund or federation disburses funds to at
2 least ten charitable organizations;
3

4 (3) The fund or federation either provides services
5 to local residents or works to improve the quality of life
6 using an international, national, regional or local focus. A
7 fund or federation with an international, national, or
8 extra-regional focus must assign a representative to be
9 available as needed to meet the requirements of the ordinance
10 and the CMC's guidelines;
11

12 (4) The fund or federation has a written policy of
13 non-discrimination regarding race, color, religion, national
14 origin, handicap, age, sex, and sexual orientation. This
15 policy shall be applicable to persons served by the fund or
16 federation and the fund or federation's staff and Board of
17 Directors;
18

19 (5) The fund or federation has made the filings
20 required by the Charitable Trust and Corporation Act and the
21 Oregon Charitable Solicitation Act (ORS Chapter 128) and has
22 not been found to be guilty of a violation of either Act by a
23 court of competent jurisdiction during the twelve months
24 preceding its application for certification;
25
26

Page

1 (6) The fund or federation has an unpaid Board of
2 Directors;

3
4 (7) The fund or federation has been incorporated no
5 less than one year prior to the date of application for
6 certification as a fund or federation;

7
8 (8) The fund or federation demonstrates that it has
9 filed IRS Form 990 or its most recent audit and CT12E return as
10 required by state law and provides copies of the same upon
11 request by the Campaign Management Council;

12
13 (9) The fund or federation provides a "direct
14 designation" to County employees. "Direct designation" means
15 that the fund or federation permits the donor to designate a
16 specific program, agency or other entity within the fund or
17 federation to receive the donation, rather than requiring that
18 the donation be distributed among programs, agencies or other
19 entities according to a schedule or formula determined by the
20 fund or federation;

21
22 (10) If certified by Multnomah County in a prior year,
23 the fund or federation has paid the required share of costs for
24 published materials as required under Section 9 of this
25 ordinance.

26

Page

1 B. Certification of a fund or federation by the CMC shall
2 be valid for a term of three years. During the term of
3 certification, the fund or federation shall respond to
4 reasonable requests by the CMC for assurance that all
5 requirements for certification have been and are being met.
6 Failure to respond may be grounds for decertification.

7
8 Section 7. Decertification
9

10 A. The CMC shall decertify any certified fund or
11 federation that:

12
13 (1) Fails to substantially comply with the campaign
14 guidelines established by the CMC; or

15
16 (2) Includes intentionally false or misleading
17 information on a certification application.

18
19 B. A notice of decertification shall be in writing and
20 shall advise the recipient of the right of appeal under this
21 ordinance.

22
23 C. An fund or federation that is decertified may not
24 participate in the charitable solicitation program for the two
25 campaign years following decertification. However, employee
26 donations shall continue to be distributed to the decertified

Page

1 fund or federation until the end of the campaign year in which
2 the final order of decertification is issued.

3
4 Section 8. Ineligibility
5

6 A. Any certified fund or federation which does not
7 receive donations through the payroll deduction system from at
8 least 25 County employees in any year following its first year
9 of certification, shall be ineligible for the annual
10 fundraising campaign for the next year. Following the year of
11 ineligibility, the fund or federation may reapply for
12 certification.

13
14 Section 9. Procedure
15

16 A. An application for certification shall be submitted as
17 required by CMC guidelines. The application shall be on forms
18 provided by the Council. The Council shall advise each
19 applicant in writing of whether the application is accepted or
20 denied.

21
22 B. In the event an application is denied or a fund or
23 federation is decertified, the CMC shall state the reasons for
24 the action in writing and advise the applicant of the right of
25 appeal to the Board of Commissioners.

1 C. An appeal shall be filed with the Clerk of the Board
2 of County Commissioners on or before the tenth day after notice
3 of the action is mailed by the CMC. If a timely appeal is
4 filed, the matter shall be promptly scheduled on the agenda of
5 the Board of County Commissioners. Notice of the hearing shall
6 be mailed to the appealing party no fewer than five days before
7 the hearing. At the hearing on the appeal, a representative of
8 the CMC shall advise the Board of the reasons for the action,
9 and the appellant shall be heard in response. The Board shall
10 render its decision at the conclusion of the hearing or at a
11 continuation of the hearing. The Board's order shall be in
12 writing and shall state the reasons for the action.

13
14 Section 10. Costs Paid by Certified Organizations

15
16 The CMC shall require that the total costs for the design
17 and printing of any combined brochure, payroll deduction form,
18 and related documents shall be paid by certified funds or
19 federations in proportion to the amount of funds they raise
20 during the campaign.

21
22 Section 11. Payroll Deduction System

23
24 A. The County's payroll deduction system shall be used to
25 distribute charitable contributions only to funds or
26

1 federations certified under this ordinance. Undesignated
2 contributions shall not be accepted.

3
4 B. In the event the County payroll system must be
5 expanded or modified to accommodate the funds or federations
6 certified hereunder, the Board may impose a fee payable by all
7 certified funds or federations to defray the costs of the
8 expansion or modification. Any such fee requirement shall be
9 adopted as an amendment to this ordinance.

10
11 Section 12. Codification

12
13 Sections one through ten of this ordinance shall be added
14 to Multnomah County Code, Chapter 3.10.

15
16 Section 13. Adoption

17
18 This Ordinance, being necessary for the health, safety, and
19 general welfare of the people of Multnomah County, shall take
20 effect on the thirtieth (30th) day after its adoption, pursuant
21 to Section 5.50 of the Charter of Multnomah County.

ADOPTED this _____ day of _____, 1989, being
the date of its _____ reading before the Board of County
Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____

Laurence Kressel
County Counsel

5941R/dc

Page



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GRETCHEN KAFOURY

M E M O R A N D U M

TO: Jane McGarvin
Clerk of the Board (B101-R606)

FROM: Larry Kressel *(LK)*
County Counsel (106/1530)

DATE: December 28, 1989

RE: Ordinance Establishing Campaign
Management Council

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
ARMINDA J. BROWN

ASSISTANTS
JOHN L. DU BAY
SANDRA N. DUFFY
J. MICHAEL DOYLE
H. H. LAZENBY, JR.
PAUL G. MACKEY
MARK B. WILLIAMS

Attached is the approved version of the ordinance establishing a Campaign Management Council. It was approved by the Board of County Commissioners today. Please see that this is given to the Chair for signature as soon as possible. Thank you.

cc: Bill Farver (w/enc)

1989 DEC 29 AM 10:22
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

ATTY1.34/dc

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 634

An ordinance establishing a Campaign Management Council, standards and guidelines for conducting charitable fund raising campaigns on County premises and authorizing the use of the employee payroll deduction system for donations to charities.

Multnomah County ordains as follows:

Section 1. Findings and Purpose

A. Multnomah County has no formal policy regarding employee contributions to fund or federation through payroll deductions.

B. The County Commission supports charitable giving by County employees and believes providing employees meaningful choices among charitable groups will increase overall giving and employee satisfaction in the program.

C. The County Commission finds that this ordinance is necessary to (1) assure that funds are solicited from County employees by qualified funds or federations, (2) minimize workplace disruption and the administrative costs of charitable

1 solicitation in the workplace, and (3) expand the range of
2 choices for County employees who wish to contribute to
3 charities.

4

5 Section 2. Definitions

6

7 A. "Fund or federation" means an entity serving as the
8 agent of a group of member charitable organizations to which it
9 disburses funds or an entity that grants funds to charitable
10 organizations.

11

12 B. "Charitable organization" means any entity described
13 in Internal Revenue Code Section 501(c)(3) (26 USC § 501(c)(3))
14 and exempt from federal income tax under Internal Revenue Code
15 Section 501(a) (26 USC § 501(a)).

16

17 C. "Direct designation" means that the fund or federation
18 permits the donor to designate a specific program, agency or
19 other entity within the fund or federation to receive the
20 donation, rather than requiring that the donation be
21 distributed among programs, agencies or other entities
22 according to a schedule or formula determined by the fund or
23 federation.

24

25 D. "Donor option" means the fund or federation permits
26 the donor to designate a donation to a specific charitable

Page

1 organization not a fund or federation or any part of any fund
2 or federation in the campaign.

3

4 Section 3. Compliance Required

5

6 A. Charitable solicitations of County employees while on
7 the job during working hours shall be conducted only in
8 compliance with this ordinance. Only funds or federations
9 certified under this ordinance shall be allowed to solicit
10 contributions by County employees during the annual campaign.

11

12 Section 4. Establishment of Campaign Management Council

13

14 A. A Campaign Management Council (hereinafter "Council"
15 or "CMC") shall be established. Members of the Council shall
16 be appointed in accordance with the Home Rule Charter. The
17 Council shall consist of seven voting members:

18

19 1. One representative of the office of the County
20 Chair;

21

22 2. One representative of the Board of County
23 Commissioners;

24

25 3. One representative of each County department (a
26 total of four); and

Page

1 4. One union representative.

2
3 B. The Council shall select a Chairperson.

4
5 C. In addition to the voting members, each fund or
6 federation certified under this ordinance shall have a
7 non-voting representative on the Council.

8
9 Section 5. Responsibilities of Campaign Management Council

10
11 The Council shall have the following responsibilities:

12
13 A. Approve the format and distribution of campaign
14 literature and communications. Each participating fund or
15 federation shall supply its campaign material to the Council as
16 required by Council rules;

17
18 B. Regulate the annual campaign so as to maximize
19 employee contributions in a voluntary atmosphere;

20
21 C. Establish written guidelines for the time, place, and
22 manner of the campaign, consistent with the purposes of this
23 ordinance. The Council may waive or adjust its guidelines in
24 particular cases where strict application of the guidelines
25 would be unjust, so long as the purposes of the ordinance are
26 not violated.

Page

1 Section 6. Certification Criteria

2

3 A. The Campaign Management Council shall certify funds or
4 federations for the purpose of conducting a fund drive among
5 the employees of the County. The Council shall certify only
6 those funds or federations which meet all the following
7 criteria:

8

9 (1) The fund or federation is qualified as exempt
10 under section 501(c)(3) of the Internal Revenue Code;

11

12 (2) The fund or federation disburses funds to at
13 least ten charitable organizations;

14

15 (3) The fund or federation either provides services
16 to local residents or works to improve the quality of life
17 using an international, national, regional or local focus. A
18 fund or federation with an international, national, or
19 extra-regional focus must assign a representative to be
20 available as needed to meet the requirements of the ordinance
21 and the CMC's guidelines;

22

23 (4) The fund or federation has a written policy of
24 non-discrimination regarding race, color, religion, national
25 origin, handicap, age, sex, and sexual orientation. This
26 policy shall be applicable to persons served by the fund or

Page

1 federation and the fund or federation's staff and Board of
2 Directors;

3

4 (5) The fund or federation has made the filings
5 required by the Charitable Trust and Corporation Act and the
6 Oregon Charitable Solicitation Act (ORS Chapter 128) and has
7 not been found to be guilty of a violation of either Act by a
8 court of competent jurisdiction during the twelve months
9 preceding its application for certification;

10

11 (6) The fund or federation has an unpaid Board of
12 Directors;

13

14 (7) The fund or federation has been incorporated no
15 less than one year prior to the date of application for
16 certification as a fund or federation;

17

18 (8) The fund or federation demonstrates that it has
19 filed IRS Form 990 or its most recent audit and CT12E return as
20 required by state law and provides copies of the same upon
21 request by the Campaign Management Council;

22

23 (9) The fund or federation provides a "direct
24 designation" to County employees. This does not limit the
25 ability of a fund or federation to offer a "donor option"
26 program.

Page

1 (10) If certified by Multnomah County in a prior year,
2 the fund or federation has paid the required share of costs for
3 published materials as required under Section 9 of this
4 ordinance.

5

6 B. Certification of a fund or federation by the CMC shall
7 be valid for a term of three years. During the term of
8 certification, the fund or federation shall respond to
9 reasonable requests by the CMC for assurance that all
10 requirements for certification have been and are being met.
11 Failure to respond may be grounds for decertification.

12

13 Section 7. Decertification

14

15 A. The CMC shall decertify any certified fund or
16 federation that:

17

18 (1) Fails to substantially comply with the campaign
19 guidelines established by the CMC; or

20

21 (2) Includes intentionally false or misleading
22 information on a certification application.

23

24 B. A notice of decertification shall be in writing and
25 shall advise the recipient of the right of appeal under this
26 ordinance.

Page

C. An fund or federation that is decertified may not participate in the charitable solicitation program for the two campaign years following decertification. However, employee donations shall continue to be distributed to the decertified fund or federation until the end of the campaign year in which the final order of decertification is issued.

Section 8. Ineligibility

A. Any certified fund or federation which does not receive donations from at least 25 County employees during the campaign in any year following its first year of certification, shall be ineligible for the annual fund raising campaign for the next year. Following the year of ineligibility, the fund or federation may reapply for certification.

Section 9. Procedure

A. An application for certification shall be submitted as required by CMC guidelines. The application shall be on forms provided by the Council. The Council shall advise each applicant in writing of whether the application is accepted or denied.

B. In the event an application is denied or a fund or federation is decertified, the CMC shall state the reasons for

1 the action in writing and advise the applicant of the right of
2 appeal to the Board of Commissioners.

3
4 C. An appeal shall be filed with the Clerk of the Board
5 of County Commissioners on or before the tenth day after notice
6 of the action is mailed by the CMC. If a timely appeal is
7 filed, the matter shall be promptly scheduled on the agenda of
8 the Board of County Commissioners. Notice of the hearing shall
9 be mailed to the appealing party no fewer than five days before
10 the hearing. At the hearing on the appeal, a representative of
11 the CMC shall advise the Board of the reasons for the action,
12 and the appellant shall be heard in response. The Board shall
13 render its decision at the conclusion of the hearing or at a
14 continuation of the hearing. The Board's order shall be in
15 writing and shall state the reasons for the action.

16
17 Section 10. Costs Paid by Certified Organizations

18
19 The CMC shall require that the total costs for the design
20 and printing of any combined brochure, payroll deduction form,
21 and related documents shall be paid by certified funds or
22 federations in proportion to the amount of funds they raise
23 during the campaign.

1 Section 11. Payroll Deduction System

2
3 A. The County's payroll deduction system shall be used to
4 distribute charitable contributions only to funds or
5 federations certified under this ordinance. Undesignated
6 contributions shall not be accepted.

7
8 B. In the event the County payroll system must be
9 expanded or modified to accommodate the funds or federations
10 certified hereunder, the Board may impose a fee payable by all
11 certified funds or federations to defray the costs of the
12 expansion or modification. Any such fee requirement shall be
13 adopted as an amendment to this ordinance.

14
15 Section 12. Codification

16
17 Sections one through ten of this ordinance shall be added
18 to Multnomah County Code, Chapter 3.11.

19
20 Section 13. Adoption

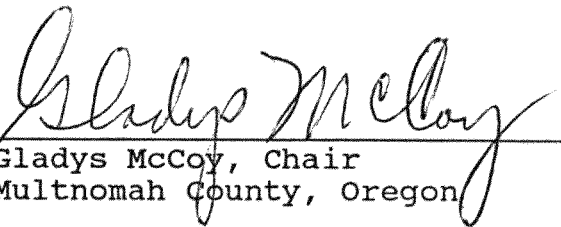
21
22 This Ordinance, being necessary for the health, safety, and
23 general welfare of the people of Multnomah County, shall take
24 effect on the thirtieth (30th) day after its adoption, pursuant
25 to Section 5.50 of the Charter of Multnomah County.

26
Page

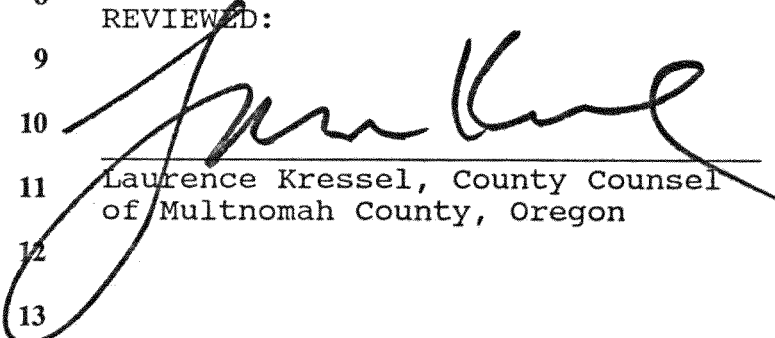
ADOPTED this 28th day of December, 1989,
being the date of its 2nd reading before the Board of
County Commissioners of Multnomah County.

(SEAL)

By


Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:


Laurence Kressel, County Counsel
of Multnomah County, Oregon

ATTY1.33/dc

Page

May 18, 1989

"ACCEPTED" APPLICATIONS
AS DETERMINED BY
LFCC ELIGIBILITY COMMITTEE
GREATER PORTLAND AREA CFC

THE FOLLOWING CHARITABLE ORGANIZATIONS APPLIED FOR INCLUSION ON THE 1989 COMBINED FEDERAL CAMPAIGN LIST OF AGENCIES ELIGIBLE TO RECEIVE FUNDS AND WERE FOUND TO BE ELIGIBLE:

1000 Friends of Oregon	Portland, OR	89-076
African Wildlife Foundation	Washington, DC	89-034
Airmen Memorial Foundation, Inc.	Suitland, MD	89-016
Alzheimer's Association, Columbia-Willamette Chapter	Portland, OR	89-036
American Cancer Society	Seattle, WA	89-035
American Diabetes Association, Oregon Affiliate, Inc.	Portland, OR	89-025
American Heart Association Washington Affiliate	Seattle, WA	89-049
American Lung Association of Oregon	Portland, OR	89-065
American Sids Institute	Portland, OR	89-073
Arthritis Foundation, Oregon Chapter	Portland, OR	89-022
Beaverton Community Youth Services	Beaverton, OR	89-033
Blinded Veterans Association	Washington, DC	89-021
Camp Opportunity	Vancouver, WA	89-055
Children's Hospital and Medical Center	Seattle, WA	89-017
Children's Oncology Service of Oregon dba Ronald McDonald House	Portland, OR	89-067
Coalition of Handicapped Organizations	Vancouver, WA	89-029
De Paul Treatment Centers, Inc.	Portland, OR	89-086
Doernbecher Children's Hospital Foundation	Portland, OR	89-038
Edgefield Children's Center, Inc.	Troutdale, OR	89-007
Emanuel Medical Center Foundation	Portland, OR	89-020

Emergency Support Shelter	Kelso, WA	89-047
Estacada Family Resource Center	Estacada, OR	89-040
Food Lifeline	Seattle, WA	89-030
Forest Grove Youth Services Center	Forest Grove, OR	89-063
Good Samaritan Ministries	Beaverton, OR	89-054
Goodwill Industries of the Columbia Willamette	Portland, OR	89-004
Kidney Association of Oregon, Inc.	Lake Oswego, OR	89-042
Lambert House Adult Day Care	Portland, OR	89-012
X Loaves & Fishes Centers, Inc.	Portland, OR	89-051
March Of Dimes Birth Defects Foundation, Lewis & Clark Chapter	Portland, OR	89-059
Mental Health Services West, Inc.	Portland, OR	89-037
Mercy Corps International	Portland, OR	89-018
Mt. Hood Chapter, The American Lupus Society	Portland, OR	89-078
Mt. Hood Hospice	Sandy, OR	89-069
Multiple Sclerosis Society of Portland Inc.	Portland, OR	89-044
Muscular Dystrophy Association	Portland, OR	89-083
National Alliance for the Mentally Ill	Portland, OR	89-075
National Multiple Sclerosis Society, Oregon Chapter	Portland, OR	89-070
Northwest Neighborhood Nurses, Inc.	Portland, OR	89-008
Northwest Rett Syndrome Foundation, Inc.	Oregon City, OR	89-062
Officer Alive/Law Enforcement Ministries Inc.	Hillsboro, OR	89-031
Open Meadow Learning Center	Portland, OR	89-001
Oregon Council on Alcoholism and Drug Addiction	Portland, OR	89-084

Paraclete Society International, Inc.	Portland, OR	89-074
Parrott Creek Ranch, Inc.	Oregon City, OR	89-041
Portland Impact, Inc	Portland, OR	89-060
Portland Sickie Cell Anemia Foundation, Inc.	Portland, OR	89-052
Raphael House of Portland	Portland, OR	89-005
Special People Inc.	Portland, OR	89-010
The Catlin Gabel School	Portland, OR	89-061
The Dougy Center	Portland, OR	89-013
The Easter Seal Society of Oregon	Portland, OR	89-023
The Holiday Project	New York, NY	89-039
The Nature Conservancy	Portland, OR	89-064
Tri-County Respite Care	Beaverton, OR	89-045
United Way of Lewis County	Centralia, WA	89-050
United Way of the Columbia-Willamette	Portland, OR	89-028
Willamette-Columbia Parkinsonian Society Inc.	Portland, OR	89-077

TOTAL: 58

PAULINE ANDERSON
Multnomah County Commissioner
District 1



605 County Courthouse
Portland, Oregon 97204
(503) 248-5220

REVISED

December 28, 1989

To: Board of County Commissioners
From: Pauline Anderson
Re: Charitable Contributions Ordinance Amendments

The following are amendments to the ordinance that have been suggested by United Way. I believe they are helpful in clarifying our intent and I support them. I do not believe they are substantive changes.

p. 2 line 16
add the following sections

C. "Direct designation" means (see below - p. 6 line 14 - existing definition transferred)

D. "Donor option" means the fund or federation permits the donor to designate a donation to a specific charitable organization not a fund or federation or any part of any fund or federation in the campaign..

This organizes definitions in a single section.

p. 4 line 7
substitute "voluntary" for "non-coercive"

This conveys the same thought in a more positive manner.

p. 6 line 14
Move lines 14 through 20 to p. 2 above.
Add this line.

This does not limit the ability of a fund or federation to offer a "donor option" program.

This allows United Way to maintain its donor option program without requiring other funds or federations to establish a similar program. This at least partially addresses United Way's concerns about maximizing employee choice. In reference to the schematic attachment from David Parradine, last year United Way received donor option designations from county employees to 65 non United Way groups.

p. 8 line 7
omit "through the payroll deduction system"

line 8
add "during the campaign" after employees

This permits contributions not received through the payroll deduction system to count towards the minimum number of contributions necessary to retain eligibility.

also, p..10, line 13
change ten to eleven

United Way made several other suggestions related to the functions of the Campaign Management Council. Many were legitimate issues that will have to be dealt with. However, Counsel advises, and I concur, that many of these details are best left to the CMC. I trust that United Way and the other representatives of funds or federations will raise these issues before the CMC in the status as non-voting members.

1821

DATE SUBMITTED 12-7-89

(For Clerk's Use)
Meeting Date 12/14/89
Agenda No. R-14

REQUEST FOR PLACEMENT ON THE AGENDA 12/28/89 - R-9

Subject: POLYSTYRENE FOAM

Informal Only* 12-12-89
(Date)

Formal Only 12-14-89
(Date)

DEPARTMENT NON DEPARTMENTAL DIVISION BCC

CONTACT KAREN BELSEY TELEPHONE 248-5237

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Amends Ordinance 614 pertaining to polystyrene foam. Delineates recycling standards, defines polystyrene foam, removes hardship exemption, and changes effective date.

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 45 MINUTES

IMPACT: NONE

PERSONNEL

☐ FISCAL/BUDGETARY

☐ -General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL 1

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

ORDINANCE FACT SHEET

Procedure # 1201
Page #4 of 4

Title ORDINANCE To AMEND ORDINANCE 614 Effective Date _____

Brief statement of purpose of ordinance (include the rationale for adoption of ordinance, a description of persons benefited, and other alternatives explored).

AMENDS ORDINANCE 614 PERTAINING TO POLYSTYRENE FOAM. DELINEATES RECYCLING STANDARDS FOR PARTICIPATING ESTABLISHMENTS, DEFINES POLYSTYRENE FOAM, REMOVES HARDSHIP EXEMPTION, AND CHANGES EFFECTIVE DATE.

ACCOMPANIED BY DRAFT RESOLUTIONS WHICH MAKES A FINDING CONCERNING THE EXISTENCE OF A RECYCLING SYSTEM THAT IS ACTIVELY SUPPORTED BY THE PLASTICS INDUSTRY. What other local jurisdictions in the metropolitan area have enacted similar legislation?

CITY OF PORTLAND

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

What authority is there for Multnomah County to adopt this legislation? (State statute, home rule charter). Are there constitutional problems?

HOME RULE CHARTER PROVIDES AUTHORITY.

THERE ARE NO CONSTITUTIONAL PROBLEMS

Fiscal Impact Analysis

NONE

(If space is inadequate, please use other side)

SIGNATURES:

Office of County Counsel _____

Office of County Management _____

Department Head _____

Liaison _____

(Underlined sections are new or replacement;
[bracketed] sections are deleted)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 635

An ordinance to amend Ordinance 614, relating to polystyrene foam, and changing the effective date of certain provisions therein.

Multnomah County ordains as follows:

Section I. Findings.

Since the adoption of Ordinance 614 additional issues have been raised regarding the polystyrene foam ban and recycling alternatives. The following amendments provide clarification of these issues.

Section II. Ordinance 614, Section II, subsection C is amended to read as follows:

(C) On or after [January 1, 1990] April 1, 1990, neither Multnomah County nor any food vendor operating in facilities controlled by the County, nor any restaurant or retail food vendor shall use or serve food to patrons in any polystyrene foam products unless the County, restaurant, or vendor has a recycling program for polystyrene foam products used on the premises and for take-out food, and unless the Board of County Commissioners has found there exists in Multnomah County a recycling system actively supported by the plastics industry. Any recycling program operating pursuant to this section must collect all types of polystyrene foam products including take out products and must meet the following minimum requirements:

[1. The County, restaurant, or vendor must collect all polystyrene foam products including take-out products; and

2. The County, restaurant, or vendor must document that delivery of these plastic products to a recycling processor is occurring.]

1. Bins on the premises for collecting sorted polystyrene containers;

2. If the restaurant or retail food vendor relies on customers to clear their own tables, posted notices to customers about where and how to dispose of polystyrene on the premises;

3. If the restaurant or retail food vendor staff is responsible for clearing eating surfaces and/or premises, posted notices for staff about sorting and disposing of polystyrene;

4. Information to customers that cleaned take-out polystyrene packaging can be returned to the restaurant or food vendor or dropped off at a polystyrene foam recycling drop-off site. Notice to this effect can be made either by posting a sign or by providing some notice on the to go container; and

5. Documentation of delivery of the polystyrene foam product to a recycler/processor. Documentation should be dated and signed by the recycler and should include the estimated amount of polystyrene foam delivered and the location of the recycling station. All documentation should be kept for one year following its issuance.

[3] 6. Further specifications [shall] may be adopted by the Board of County Commissioners upon recommendation by the task force created by this ordinance.

Section III. Ordinance 614, Section II, subsection D, paragraph 1(f) is amended to read as follows:

f. To recommend whether on or after [May 1, 1990] January 1, 1991 restaurants and food vendors, both for profit and/or non-profit, shall be prohibited from serving foods to patrons in any nondegradable plastic products unless a recycling program for disposable plastic products is in place. Toward this end, the task force shall recommend to the Board of County Commissioners additional standards governing recycling programs for disposable plastics used on premises and for take-out food.

Section IV. Ordinance 614, Section II, subsection H is repealed.

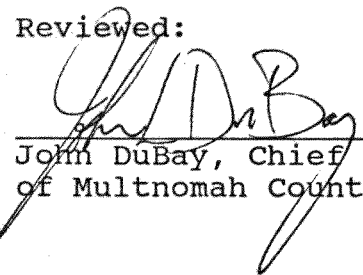
Section V. Ordinance 614, Section II, subsection I is amended by addition of the following:

13. Polystyrene foam means any material composed of polystyrene and having a closed cell air capacity of 25 percent or greater, or a density of less than .787 grams per cubic centimeter based on an average polystyrene density of 1.05 grams per cubic centimeter, as determined by an analytical testing laboratory.

Adopted this 28th day of December, 1989 being
the date of its 2nd reading before the Board of County
Commissioners of Multnomah County, Oregon.

By /s/ Gladys McCoy
Gladys McCoy
Multnomah County Chair

Reviewed:


John DuBay, Chief Deputy County Counsel
of Multnomah County, Oregon

(SEAL)

DRAFT

RESOLUTION
BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Section 2, subsection C of Ordinance 614 prohibits food vendors operating in facilities controlled by the County, and restaurant and retail food vendors in Multnomah County from using or distributing food to patrons in any polystyrene product unless the Board of County Commissioners has found there exists in Multnomah County a recycling system actively supported by the plastics industry.

In order for such a finding to be made the Board of County Commissioners must identify the elements of a recycling system and receive verification that these elements are in place.

Staff investigation has identified three distinct elements in the recycling process; collecting, processing, and end market sale.

Findings

Whereas a facility exists in the Metropolitan area where polystyrene foam may be received for recycling;

Whereas the reprocessing industry provides information to restaurants and retail food vendors in Multnomah County about methods for collection of polystyrene foam;

Whereas the methods introduced by the reprocessing industry make it possible for the restaurants and retail food vendors to obtain verification of the estimated amount of polystyrene foam received by the processors. Verification is a requirement for establishments participating in the Multnomah County polystyrene foam recycling program;

Whereas the plastics reprocessor has the ability to prepare and reprocess polystyrene foam received from restaurants and retail food vendors into a form suitable for use in a commodity market;

Whereas the plastics reprocessor processes 90% of the polystyrene foam that it receives from the restaurants and food vendors;

Whereas 100% of the polystyrene foam that is reprocessed, is turned into general purpose polystyrene and conveyed into the commodity market;

Investigation has shown that the elements necessary for a recycling system actively supported by the plastics industry are in place and, based on the foregoing:

The Board of County Commissioners hereby resolves that the findings above stated are adopted by the Board pursuant to Section 2, subsection C of Ordinance 614.

(Underlined sections are new or replacement;
[bracketed] sections are deleted)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 635

An ordinance to amend Ordinance 614, relating to polystyrene foam, and changing the effective date of certain provisions therein.

Multnomah County ordains as follows:

Section I. Findings.

Since the adoption of Ordinance 614 additional issues have been raised regarding the polystyrene foam ban and recycling alternatives. The following amendments provide clarification of these issues.

Section II. Ordinance 614, Section II, subsection C is amended to read as follows:

(C) On or after [January 1, 1990] April 1, 1990, neither Multnomah County nor any food vendor operating in facilities controlled by the County, nor any restaurant or retail food vendor shall use or serve food to patrons in any polystyrene foam products unless the County, restaurant, or vendor has a recycling program for polystyrene foam products used on the premises and for take-out food, and unless the Board of County Commissioners has found there exists in Multnomah County a recycling system actively supported by the plastics industry. Any recycling program operating pursuant to this section must collect all types of polystyrene foam products including take out products and must meet the following minimum requirements:

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3. If the restaurant or retail food vendor staff is responsible for clearing eating surfaces and/or premises, posted notices for staff about sorting and disposing of polystyrene;

4. Information to customers that cleaned take-out polystyrene packaging can be returned to the restaurant or food vendor or dropped off at a polystyrene foam recycling drop-off site. Notice to this effect can be made either by posting a sign or by providing some notice on the to go container; and

5. Documentation of delivery of the polystyrene foam product to a recycler/processor. Documentation should be dated and signed by the recycler and should include the estimated amount of polystyrene foam delivered and the location of the recycling station. All documentation should be kept for one year following its issuance.

[3] 6. Further specifications [shall] may be adopted by the Board of County Commissioners upon recommendation by the task force created by this ordinance.

Section III. Ordinance 614, Section II, subsection D, paragraph 1(f) is amended to read as follows:

f. To recommend whether on or after [May 1, 1990] January 1, 1991 restaurants and food vendors, both for profit and/or non-profit, shall be prohibited from serving foods to patrons in any nondegradable plastic products unless a recycling program for disposable plastic products is in place. Toward this end, the task force shall recommend to the Board of County Commissioners additional standards governing recycling programs for disposable plastics used on premises and for take-out food.

Section IV. Ordinance 614, Section II, subsection H is repealed.

Section V. Ordinance 614, Section II, subsection I is amended by addition of the following:

13. Polystyrene foam means any material composed of polystyrene and having a closed cell air capacity of 25 percent or greater, or a density of less than .787 grams per cubic centimeter based on an average polystyrene density of 1.05 grams per cubic centimeter, as determined by an analytical testing laboratory.

Adopted this 28th day of December, 1989 being
the date of its 2nd reading before the Board of County
Commissioners of Multnomah County, Oregon.

By

Gladys McCoy
Gladys McCoy
Multnomah County Chair

Reviewed:

John DuBay
John DuBay, Chief Deputy County Counsel
of Multnomah County, Oregon

(SEAL)

DRAFT

RESOLUTION
BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

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In order for such a finding to be made the Board of County Commissioners must identify the elements of a recycling system and receive verification that these elements are in place.

Staff investigation has identified three distinct elements in the recycling process; collecting, processing, and end market sale.

Findings

Whereas a facility exists in the Metropolitan area where polystyrene foam may be received for recycling;

Whereas the reprocessing industry provides information to restaurants and retail food vendors in Multnomah County about methods for collection of polystyrene foam;

Whereas the methods introduced by the reprocessing industry make it possible for the restaurants and retail food vendors to obtain verification of the estimated amount of polystyrene foam received by the processors. Verification is a requirement for establishments participating in the Multnomah County polystyrene foam recycling program;

Whereas the plastics reprocessor has the ability to prepare and reprocess polystyrene foam received from restaurants and retail food vendors into a form suitable for use in a commodity market;

Whereas the plastics reprocessor processes 90% of the polystyrene foam that it receives from the restaurants and food vendors;

Whereas 100% of the polystyrene foam that is reprocessed, is turned into general purpose polystyrene and conveyed into the commodity market;

Investigation has shown that the elements necessary for a recycling system actively supported by the plastics industry are in place and, based on the foregoing:

The Board of County Commissioners hereby resolves that the findings above stated are adopted by the Board pursuant to Section 2, subsection C of Ordinance 614.

DATE SUBMITTED: December 20, 1989

(For Clerk's Use)
Meeting Date 12/28/89
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Ed Hausafus TELEPHONE 255-3600

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Ed Hausafus

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

Attached is the Package Store liquor license renewal for the Country Food Mart, 5708 NE 136, Portland, Oregon 97236. The applicant(s) Duk Ki and Agnes S. J. Park have no criminal record and we recommend that the application be approved.

ACTION REQUESTED:

(☐) INFORMATION ONLY (☐) PRELIMINARY APPROVAL (☐) POLICY DIRECTION (☒) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

(☐) FISCAL/BUDGETARY

(☐) GENERAL FUND

Other _____

RETURNED TO
SHERIFF'S OFFICE 12/28/89

1989 DEC 21 PM 2:26
CLERK OF
COUNTY COMMISSIONERS
JULIA BOVARD COUNTY
OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature]

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

EH/jz/58-AINT

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1990

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2600	R17172A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1989.

PARK AGNES S J
COUNTRY FOOD MART
5708 SE 136TH AVENUE
PORTLAND OR

97236

PARK AGNES S J
PARK DUK KI

31009

50.00 LC
12/12/89

COUNTRY FOOD MART
5708 SE 136TH AVENUE
PORTLAND OR

97236

REJECTED
BY JW DATE 12-13-89
No End

- Please list a daytime phone number in case we need more information: 761-5265.
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES NO X IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
---------	------	------------	--------

- Will anyone share in the profits who is not a licensee? YES NO X
If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC".

LATE RENEWAL ADDITIONAL FEE

The OLCC must receive your complete renewal application no later than 12-11-89, or you must pay an additional fee of \$12.50. IF YOUR APPLICATION IS RECEIVED AFTER 12-31-89, the additional fee increases to \$20.00. You may take your application to the nearest OLCC office, if your mailed application might not reach the Portland Office by the cut-off date.

ENDORSEMENT

T 71276

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED 'X' REFUSED _____

DATE OF ENDORSEMENT: DECEMBER 28, 1989

SIGNED: Gladys McCoy TITLE OF SIGNER: 12/28/89 CHAIR/BOARD OF COMMISSIONERS

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Duk Ki Park
PRINT YOUR NAME

Duk Ki Park
SIGNATURE DATE

540-98-9324, 01-16-51
SOCIAL SECURITY NUMBER D.O.B.

Agnes S.J Park
PRINT YOUR NAME

Agnes S.J Park
SIGNATURE DATE

541-02-5232, 01-08-58
SOCIAL SECURITY NUMBER D.O.B.

PRINT YOUR NAME

SIGNATURE

DATE

SOCIAL SECURITY NUMBER

D.O.B.