

ANNOTATED MINUTES

*Tuesday, June 9, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-1 *Discussion Regarding Emergency Management Administration and the Proposed Transfer to the Metropolitan Service District. Presented by Hank Miggins, Penny Malmquist and Myra Lee.*

**HANK MIGGINS, MYRA LEE AND PENNY MALMQUIST
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.
STATE TO INITIATE MEETING OF NEIGHBORING
JURISDICTIONS EMS MANAGERS FOR PRELIMINARY
DISCUSSION REGARDING PROPOSED COORDINATION AND
CONSOLIDATION EFFORTS.**

- B-2 *Update on the End of the Oregon Trail Project. Presented by Sharon Timko and Eric Epperson.*

**SHARON TIMKO AND ERIC EPPERSON DISCUSSION OF
PLANNING EFFORTS AND GRAPHICS PRESENTATION OF
OREGON CITY PREVIEW CENTER PROPOSED TO OPEN
MAY OR JUNE, 1993.**

*Tuesday, June 9, 1992 - 10:30 AM
Multnomah County Courthouse, Room 602*

AGENDA REVIEW

- B-3 *Review of Agenda for Regular Meeting of June 11, 1992*

C-7 **COMMISSIONER BAUMAN ASKED THAT C-7 BE PULLED
AND SUBMITTED A REQUEST THAT COUNTY COUNSEL BE
DIRECTED TO DRAFT AN ORDINANCE ALLOWING
TRANSFER OF FOUND AND UNCLAIMED PROPERTY TO
GOVERNMENT AGENCIES SUCH AS FISH AND WILDLIFE.**

R-5 **CHUCK FESSLER REQUESTED THAT THIS ITEM BE
POSTPONED UNTIL AFTER ROCN BOARD HAS A CHANCE
TO VOTE ON THIS MATTER IN ITS MEETING SCHEDULED
FOR FRIDAY, JUNE 12. ROCN RESOLUTION TO BE
SUBMITTED TO BOARD ON MONDAY, JUNE 15, 1992.**

R-6 **STAFF TO PROVIDE VICE-CHAIR KELLEY SPECIFIC
INFORMATION BY THURSDAY.**

R-8 **CHAIR McCOY SUBMITTED UNANIMOUS CONSENT BOARD
OF REVIEW APPOINTMENTS FOR THURSDAY.**

Thursday, June 11, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:32 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present, and Commissioner Rick Bauman arriving at 9:35 a.m.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6 AND C-8 THROUGH C-12) WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 *Ratification of Intergovernmental Agreement Contract #800043 Between Multnomah County and the Department of Energy, Bonneville Power Administration for Lease of the Biddle Butte Property Microwave Radio Station Site for the Period July 1, 1992 to June 30, 1993*
- C-2 *Ratification of Intergovernmental Agreement Contract #800243 Between Multnomah County and the City of Gresham, Providing Background Checks on Purchasers of Weapons for the Period July 1, 1992 to June 30, 1993*
- C-3 *Ratification of Intergovernmental Agreement Contract #800153 Between Multnomah County and the City of Maywood Park, Providing Additional Patrol Services for the Period July 1, 1992 to June 30, 1993*
- C-4 *Ratification of Intergovernmental Agreement Contract #800063 Between Multnomah County and Mt. Hood Community College, Providing GED/ABE Instruction for Inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail for the Period July 1, 1992 to June 30, 1993*
- C-5 *Ratification of Intergovernmental Agreement Contract #800123 Between Multnomah County and Portland Community College, Providing GED/ABE Instruction for Inmates within the Multnomah County Correctional Facilities, MCDC, CHJ and MCRC, for the Period July 1, 1992 to June 30, 1993*
- C-6 *Ratification of Intergovernmental Agreement Contract #800133 Between Multnomah County and Portland Community College, Providing GED Testing for Inmates within the Multnomah County Correctional Facilities and Providing Coordination with the State Department of Education, for the Period July 1, 1992 to June 30, 1993*

DEPARTMENT OF HEALTH

- C-8 *Ratification of Intergovernmental Agreement Contract #200572 Between Multnomah County and Oregon Health Sciences University, Providing Emergency Medical*

*Services Single Point Medical Direction, Data Collection and Research, for the
Period July 1, 1992 to June 30, 1993*

DEPARTMENT OF SOCIAL SERVICES

- C-9 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #104372 Between Multnomah County, Social Services Alcohol and Drug Program Office, and Children's Services Division, Providing General Provisions and Fee Schedule Language Omitted from the Original Contract, for the Period January 2, 1992 to June 30, 1994*
- C-10 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #103772 Between Multnomah County, Juvenile Justice Division, and Portland Public Schools, Providing a Drug and Alcohol Counselor to Support Project Paradigm for the Period July 1, 1992 to June 30, 1993*

NON-DEPARTMENTAL

- C-11 *In the Matter of the Appointments of Carole Murdock, Mayor Bud Clark, Commissioner Sharron Kelley, Commissioner Gretchen Kafoury and Representative Bev Stein to the MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION*
- C-12 *In the Matter of the Appointments of Judith Hadley, Al Armstrong and Richard Pomeroy to the COMMUNITY CORRECTIONS ADVISORY COMMITTEE*

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-7 *In the Matter of a Request to Transfer Found/Unclaimed or Unidentified Property on List 92-2 to the Department of Environmental Services, Purchasing Division, for Sale or Disposal Pursuant to Multnomah County Code 7.70*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED
BY COMMISSIONER HANSEN, C-7 WAS UNANIMOUSLY
REMOVED FROM THE AGENDA PENDING SUBMISSION
AND PASSAGE OF AN ORDINANCE ALLOWING TRANSFER
OF CERTAIN UNCLAIMED AND/OR UNIDENTIFIED
PROPERTY TO OTHER GOVERNMENTAL AGENCIES.**

REGULAR AGENDA

PUBLIC CONTRACT REVIEW BOARD

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

- R-1 *Ratification of Intergovernmental Agreement Contract #500642 Between Multnomah County and the State of Oregon, Allowing Use of the State Surplus Disposal Network, for the Period March 12, 1992 to March 12, 1997*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED

BY COMMISSIONER ANDERSON, R-1 WAS UNANIMOUSLY APPROVED.

R-2 *ORDER in the Matter of Exempting from Public Bidding Key Entry III Software Installation and Programming from Southern Computer Systems, Inc.*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ORDER 92-103 WAS UNANIMOUSLY APPROVED.

R-3 *ORDER in the Matter of Exempting from Public Bidding Video Imaging Hardware and Software with XImage Corporation*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDER 92-104 WAS UNANIMOUSLY APPROVED.

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

NON-DEPARTMENTAL

R-4 *Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 5.10.020(B) and (C) Requiring the Multnomah County Sheriff's Office to Check with the County Division of Assessment and Taxation to Determine Whether an Applicant for an OLCC License has Delinquent Personal or Real Property Taxes Due and Owing for the Premises and to Recommend Denial of the Application for Such Delinquency*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 724 APPROVED, WITH COMMISSIONERS ANDERSON, HANSEN AND McCOY VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.

Commissioner Rick Bauman arrived at 9:35 a.m.

MANAGEMENT SUPPORT SERVICES

R-5 *Ratification of Intergovernmental Agreement Contract #500782 Between Multnomah County and Regional Organized Crime, Narcotics, Providing Civilian Employees of ROCN the Opportunity to Enroll in Multnomah County's Self-Insured Group Health Plan, Subject to Premium Contribution from ROCN, for the Period July 1, 1992 to June 30, 1993*

COMMISSIONER HANSEN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF R-5. BOARD DISCUSSION. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS

**UNANIMOUSLY APPROVED THAT R-5 BE CONTINUED ONE
WEEK, TO THURSDAY, JUNE 18, 1992.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-6 RESOLUTION in the Matter of the Improvement of S.E. Hogan Road, No. 4974

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED
BY COMMISSIONER ANDERSON, RESOLUTION 92-105 WAS
UNANIMOUSLY APPROVED.**

R-7 RESOLUTION in the Matter of the Improvement of S.E. Foster Road, No. 4995

**COMMISSIONER HANSEN MOVED AND COMMISSIONER
ANDERSON SECONDED, APPROVAL OF R-7.
COMMISSIONER KELLEY EXPLANATION. RESOLUTION
92-106 UNANIMOUSLY APPROVED.**

**UPON MOTION OF COMMISSIONER ANDERSON,
SECONDED BY COMMISSIONER KELLEY, CONSIDERATION
OF THE FOLLOWING ITEMS WAS UNANIMOUSLY
APPROVED.**

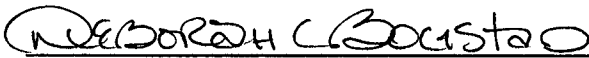
NON-DEPARTMENTAL

**R-8 In the Matter of the Appointments of Robert Hughley, Carol Turner, Bill Stallings,
Melvin Richard Thomas, Sarah Mahler and Doug Cowley to the BOARD OF RATIO
REVIEW**

**UPON MOTION OF COMMISSIONER ANDERSON,
SECONDED BY COMMISSIONER HANSEN, THE
CAPTIONED APPOINTMENTS WERE UNANIMOUSLY
APPROVED.**

There being no further business, the meeting was adjourned at 9:40 a.m.

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


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 8 - 12, 1992

Tuesday, June 9, 1992 - 9:30 AM - Board BriefingsPage 2
Tuesday, June 9, 1992 - 10:30 AM - Agenda Review.Page 2
Thursday, June 11, 1992 - 9:30 AM - Regular MeetingPage 2

PLEASE NOTE NEW OFFICE ADDRESSES:

Chair Gladys McCoy
1120 SW Fifth Avenue, Room 1410

Vice-Chair Sharron Kelley
1120 SW Fifth Avenue, Room 1500

Commissioner Pauline Anderson
1120 SW Fifth Avenue, Room 1500

Commissioner Rick Bauman
1120 SW Fifth Avenue, Room 1500

Commissioner Gary Hansen
1120 SW Fifth Avenue, Room 1500

Office of the Board Clerk
1120 SW Fifth Avenue, Room 1510

Board meetings will continue to be held in room 602 of the Multnomah County Courthouse. Thursday meetings of the Multnomah County Board of Commissioners are taped and can be seen at the following times:

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

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

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

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

Tuesday, June 9, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Emergency Management Administration and the Proposed Transfer to the Metropolitan Service District. Presented by Myra Lee. 30 MINUTES REQUESTED.
- B-2 Update on the Ende of the Oregon Trail Project. Presented by Eric Epperson. 30 MINUTES REQUESTED.

Tuesday, June 9, 1992 - 10:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-3 Review of Agenda for Regular Meeting of June 11, 1992

Thursday, June 11, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

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SHERIFF'S OFFICE - continued

- C-4 Ratification of Intergovernmental Agreement Contract #800063 Between Multnomah County and Mt. Hood Community College, Providing GED/ABE Instruction for Inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail for the Period July 1, 1992 to June 30, 1993
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NON-DEPARTMENTAL

- C-11 In the Matter of the Appointments of Carole Murdock, Mayor Bud Clark, Commissioner Sharron Kelley, Commissioner Gretchen Kafoury and Representative Bev Stein to the MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

NON-DEPARTMENTAL - continued

- C-12 In the Matter of the Appointments of Judith Hadley, Al Armstrong and Richard Pomeroy to the COMMUNITY CORRECTIONS ADVISORY COMMITTEE

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

NON-DEPARTMENTAL

- R-4 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 5.10.020(B) and (C) Requiring the Multnomah County Sheriff's Office to Check with the County Division of Assessment and Taxation to Determine Whether an Applicant for an OLCC License has Delinquent Personal or Real Property Taxes Due and Owing for the Premises and to Recommend Denial of the Application for Such Delinquency

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0201C/54-57/db



MULTNOMAH COUNTY OREGON

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

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

Thursday, June 11, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

UNANIMOUS CONSENT ITEM

NON-DEPARTMENTAL

R-8 In the Matter of the Appointments of Robert Hughley, Carol Turner, Bill Stallings, Melvin Richard Thomas, Sarah Mahler and Doug Cowley to the BOARD OF RATIO REVIEW

0201C/58/db
6/9/92

ORIGINAL

Meeting Date: JUN 1 1 1992

CONTRACT # 800043

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA with US Dept of Energy-Land Mgmt.

AGENDA REVIEW/
BOARD BRIEFING Bonneville Power Administration
(date) REGULAR MEETING June 4, 1992 (date)

DEPARTMENT Sheriff's Office DIVISION Law Enforcement

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

PERSON(S) MAKING PRESENTATION Robert G. Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of Intergovernmental Agreement with US Dept of Energy-Land Mgmt.
Bonneville Power Administration and Multnomah County Sheriff's Office for
the lease of Biddle Butte Property Microwave Radio Station Site.

6/11/92 originals to Larry Aab

NOTE: CONSENT CALENDER

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper Jr.

Or (Sheriff)

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1992 JUN - 2 PM 3:24
MULTNOMAH COUNTY
SHERIFF'S OFFICE
BOARD OF
COUNTY COMMISSIONERS



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800043

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000 <div style="font-size: 2em; transform: rotate(-15deg); opacity: 0.5;">ORIGINAL</div>	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RATIFIED</div> <div style="text-align: center; font-weight: bold;">Multnomah County Board of Commissioners</div> <div style="text-align: center;">C-1 June 11, 1992</div>

Department Sheriff's Office Division Law Enforcement Date May 13, 1992

Contract Originator Randy Amundson Phone _____ Bldg/Room _____

Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room 313/225

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

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name U.S. Dept. of Energy-Land Mgmt. Bonneville Power Administration

Mailing Address P.O. Box 3621
Portland, OR 97208-3521
Attn: Marie Richardson MLC

Phone 230-4575

Employer ID # or SS # _____

Effective Date 07/01/92

Termination Date 06/30/93

Original Contract Amount \$ 2,425.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____ (If Different)

Payment Schedule _____ Terms _____

☒ Lump Sum \$ 2,425.00 ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director _____ (Class II Contracts Only)

County Counsel Sandra Duff

County Chair/Sheriff _____

Contract Administration _____ (Class I, Class II contracts only)

Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 5-27-92

Date _____

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND	
01.	100	025	3102			6170						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE



800043

Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

ORIGINAL

MAY 5 1992

In reply refer to: MMLC (Case No. 890087)
Tract No. BDLB-RS
Lease No. DE-RL79-88BP49099

Mr. Charles Fessler, Undersheriff
Multnomah County Sheriffs Office
12240 NE. Glisan Street
Portland, OR 97230

Dear Mr. Fessler:

The lease issued to Multnomah County Sheriffs Office for joint use of the Bonneville Power Administration's Biddle Butte Microwave Radio Station site will expire June 30, 1992. BPA is agreeable to renewing this lease for another 1-year period.

To improve BPA's debt collection procedures, BPA is modifying all of its lease agreements. Paragraph 2a of the referenced lease is therefore replaced with the following:

2.

a. For and in consideration of this lease, Lessee shall pay to Lessor the sum of Two Thousand Four Hundred Twenty-Five and 00/100ths Dollars (\$2,425.00) annually beginning July 1, 1992, and for each annual renewal exercised by the Lessee hereafter. Payments shall be due by close of business on the effective date of the lease term. Payments not received by the effective date of the lease term will accrue interest at the rate of 18.25 percent per annum from the effective date of the lease term until payment is received. A \$25 charge to cover costs incurred for processing and handling a delinquent account will also be assessed.

Payments shall be made payable to Bonneville Power Administration and shall be mailed with a remittance copy of the invoice to Lessor at P.O. Box 6040, Portland, Oregon 97228-6040. Checks shall be marked with Lease No. DE-RL79-88BP49099 and Tract No. BDLB-RS.

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

All other terms and conditions of your present lease will remain the same.

800043

2

If you wish to exercise your option to renew this lease for the period July 1, 1992, through June 30, 1993, please sign the original of this letter in the space provided below and return it with the blue copy of the enclosed Bill for Collection, and your check or money order in the amount of \$2,425 prior to July 1, 1992 in the enclosed business-reply envelope. The extra copies are for your records.

If you have questions regarding this, please call me. My telephone number is (503) 230-3249.

Sincerely,

Karen Pick

Karen L. Pick
Realty Specialist
Land Management Section

2 Enclosures

The above letter renewing this lease for the period July 1, 1992, through June 30, 1993, is hereby accepted.

Multnomah County Sheriffs Office

By: _____

Title: Sheriff

Date: _____

RATIFIED
Multnomah County Board
of Commissioners
C-1 June 11, 1992

Reviewed:

Laurence Kressel, County Counsel
for MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandy Duffy, Assistant County Counsel

CONTRACT # 800243

Meeting Date: JUN 11 1992

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

ORIGINAL

SUBJECT: Ratification of IGA between City of Gresham and Sheriff's Office
AGENDA REVIEW/
BOARD BRIEFING _____ (date) _____ REGULAR MEETING June 11, 1992 (date)
DEPARTMENT Sheriff's Office DIVISION Law Enforcement
CONTACT Larry Aab, Executive Assistant TELEPHONE 251-2489
PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ ~~APPROVAL~~ RATIFICATION

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 min.

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

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

Ratification of renewal contract between City of Gresham and Multnomah County Sheriff's Office. Sheriff's Office will conduct background checks on purchasers of weapons for the City of Gresham.

6/11/92 originals to Larry Aab

NOTE: Place on Consent Calendar. Renewal contract.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skippa Jr.
Or
DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
JUN - 3 PM 3:32
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800243

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>C-2 June 11, 1992</u>
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Department Sheriff's Office Division Law Enforcement Date 6/2/92Contract Originator Sgt. Kathy Ferrell Phone 255-3600 Bldg/Room _____Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225Description of Contract Conduct background checks on purchasers of weapons for the City of Gresham.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of GreshamMailing Address 1333 NW Eastman Parkway
Gresham, OR 97030-3813

Phone _____

Employer ID # or SS # _____

Effective Date July 1, 1992Termination Date June 30, 1993Original Contract Amount \$ NA

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 6-2-92

Date _____

Date 6-3-92

Date _____

Date _____

REQUIRED SIGNATURES:Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]

County Chair/Sheriff _____

Contract Administration
(Class I, Class II contracts only) _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND	
01.	100	025	3318			3150							
02.													
03.													
*	* If additional space is needed, attach separate page. Write contract # on top of page.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

Pursuant to ORS 190.010, MULTNOMAH COUNTY (COUNTY), and the CITY OF GRESHAM (CITY), enter into the following Intergovernmental Agreement:

RECITALS

A. ORS 166.470 limits and conditions the sale of firearms. To implement that statute, the 1989 Legislature imposed certain administrative responsibilities on the sheriff's office regarding the application for weapons purchased, including conducting criminal and mental health background checks on purchasers of weapons from federally licensed dealers; notifying dealers by certified mail of disqualified weapons purchasers; and submitting monthly reports to the Oregon State Police regarding weapons permits issued and denied.

B. The Multnomah County Sheriff's Office (SHERIFF) has been performing these statutory duties in the unincorporated area of Multnomah County.

C. The CITY desires to have the SHERIFF continue to perform these same administrative services for the City and further desires that the cost of performing those responsibilities be borne by the gun purchasers.

TERMS AND CONDITIONS

1. The SHERIFF shall conduct the background checks, provide the notices, and submit the reports as required by ORS 166.470 for the purchase of firearms.

2. The SHERIFF shall charge and collect the same dealer fee for the background checks of purchasers of weapons in the CITY as it does in the unincorporated area of Multnomah County.

3. The SHERIFF and the CITY agree that the term of this agreement is from the date of execution by both parties until termination.

4. The SHERIFF and the CITY agree that renewal of this agreement must be in writing.

5. The SHERIFF and the CITY agree that either may terminate this agreement for any reason, at any time, on 30 days written notice.

800243

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

PAGE -2-

6. The SHERIFF and the CITY agree that this agreement may only be amended in writing.

RATIFIED

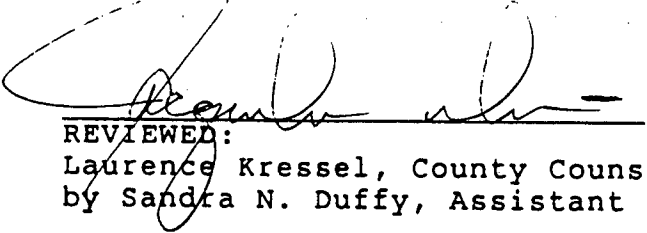
**Multnomah County Board
of Commissioners**

C-2 June 11, 1992

IT IS SO AGREED.

Robert Skipper
Multnomah County Sheriff

Date: _____


REVIEWED:
Laurence Kressel, County Counsel
by Sandra N. Duffy, Assistant County Counsel

Date: 6-3-92

Michael J. Casey, City Manager
City of Gresham

Date: _____

Arthur J. Knori, Chief of Police
City of Gresham

Date: _____

Gussie McRobert, Mayor
City of Gresham

Date: _____

REVIEWED:
Thomas Sponsler, City Attorney
City of Gresham

Date: _____



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800153

MULTNOMAH COUNTY OREGON

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners C-3 June 11, 1992
---	---	---

Department Sheriff's Office Division Law Enforcement Date May 22, 1992

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

Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room 313/225

Description of Contract Provide additional patrol services for the City of Maywood Park.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Maywood Park

Mailing Address P.O. Box 20344
Maywood Park, OR 97220

Phone 251-2805

Employer ID # or SS # _____

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ 13,220.48

Amount of Amendment \$ 2

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director [Signature]
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

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

Remittance Address _____
(If Different)

Payment Schedule _____

☐ Lump Sum \$ _____

☒ Monthly \$ _____

☐ Other \$ _____

☐ Requirements contract - Requisition required

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐

Date _____

Date 6-2-92

Date 6-2-92

Date 6/16/92

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3311			4142					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

CONTRACT # 800153

Meeting Date: JUN 11 1992

Agenda No.: C-3

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA with City of Maywood Park

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING June 11, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Law Enforcement

CONTACT Larry Aab, Sheriff's Exec Asst

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of Intergovernmental Agreement with City of Maywood Park and Multnomah County Sheriff's Office. This agreement is for the provision of additional patrol services for the City of Maywood Park.

6/11/92 originals to Larry Aab

NOTE: PLACE ON CONSENT CALENDAR. CONTRACT RENEWAL.

(If space is inadequate, please use other s

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1992 JUN - 3 PM 3:30
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONER
BOARD OF



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800153

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p>ORIGINAL</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>C-3 June 11, 1992</p>
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Department Sheriff's Office Division Law Enforcement Date May 22, 1992

Contract Originator Randy Amundson Phone 251-2401 Bldg/Room

Administrative Contact Larry Aab, Sheriff's Exec Asst Phone 251-2489 Bldg/Room 313/225

Description of Contract Provide additional patrol services for the City of Maywood Park.

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

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

Contractor Name City of Maywood Park

Mailing Address P.O. Box 20344
Maywood Park, OR 97220

Phone

Employer ID # or SS #

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ 13,220.48

Amount of Amendment \$

Total Amount of Agreement \$

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only)

County Counsel Sandra Duff

County Chair/Sheriff

Contract Administration
(Class I, Class II contracts only)

Remittance Address
(If Different)

Payment Schedule Terms

☐ Lump Sum \$ ☐ Due on receipt

☒ Monthly \$ ☐ Net 30

☐ Other \$ ☐ Other

☐ Requirements contract - Requisition required.

Purchase Order No.

☐ Requirements Not to Exceed \$

Encumber: Yes ☐ No ☐

Date

Date

Date 6-3-92

Date

Date

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3311			4142					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

ORIGINAL
AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICE
AND ADDITIONAL PATROLS BETWEEN THE CITY OF
MAYWOOD PARK AND MULTNOMAH COUNTY SHERIFF'S OFFICE

THIS agreement made and entered into this 1st day of July, 1992, between Multnomah County, Oregon, a political subdivision of the State of Oregon, hereinafter called "County", and the City of Maywood Park, a municipal corporation of the State of Oregon, hereinafter called "City".

WHEREAS, the City is desirous of contracting with the County for the performance of law enforcement functions within its boundaries to be performed by the County through the Multnomah County Sheriff's Office; and

WHEREAS, the County through the Multnomah County Sheriff agrees to render such service in the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010 and 206.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED IT IS MUTUALLY AGREED AS FOLLOWS, TO WIT:

I. LEVEL OF SERVICE

- A. The Sheriff agrees to provide police service within the corporate limits of the City. The police services shall encompass the duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of Oregon and the City of Maywood Park. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, traffic enforcement, and/or related activities, within the legal power of the Sheriff to provide. The levels of service shall not be less than that level which is being provided by the Sheriff to the unincorporated area of the County.

Both parties, Sheriff's Office and the City of Maywood Park, shall meet to discuss the authority to enforce and the ordinances to be enforced. Further agree that ORS 206.345 (2) "During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly.

- B. The rendition of such service, standards of performance, discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain with the Sheriff.

- C. For the purposes of performing such functions, the Sheriff shall furnish all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of services to be provided.
- D. The Sheriff shall make available for the performance of the duties hereunder, properly supervised officers certified by the Oregon State Board on Police Standards and Training.

The Sheriff shall assign uniform deputies to the City of Maywood Park consistent with the Sheriff's scheduling and districting for other areas of the County. The Sheriff agrees to assign when possible, the same officers to the Maywood Park patrol as the normal patrol schedule allows. The Sheriff agrees to work with representatives of the City of Maywood Park to assure that the City receives consistent service.

- E. The Sheriff shall provide uniform patrol deputies for patrols of the streets within the City limits of the City of Maywood Park, at a minimum of four patrols per day. This service is in addition to those services described and provided by Section 1 A above. Such additional patrols shall be conducted during the hours mutually agreed upon by the City of Maywood Park and the Sheriff, seven days per week. The seven day aggregate time would total at least eight patrol hours. Any alterations to these hours shall only occur upon mutual written agreement between the Mayor of the City of Maywood Park and the Sheriff of Multnomah County.

It is agreed by the City of Maywood Park and the Sheriff that a portion of the aggregate weekly total hours will be devoted to traffic enforcement activities including the use of radar and other traditional traffic enforcement methods. The traffic enforcement activities will be focused on the main state, county and city streets within the city limits of the City of Maywood Park. It is agreed that upon mutual consultation, traffic enforcement may be directed upon special traffic problems as determined by the City of Maywood Park.

- F. The Sheriff agrees to provide follow-up investigation of reported criminal activities at a level not less than the follow-up investigation level provided to the unincorporated areas of Multnomah County.
- G. Any member of the Sheriff's Office assigned to law enforcement patrol or the additional specific neighborhood patrols within Maywood Park shall perform their duties in compliance with the operating procedures of the Multnomah County Sheriff's Office.

II. CONTRACT ADMINISTRATION

- A. The Sheriff or his designated representative will represent the County in all matters pertaining to this agreement.

- B. The City designates its Chief of Police to represent the City in all matters pertaining to this agreement on behalf of the City.
- C. Any notice or notices provided for by this agreement or by law to be given or served upon the County Sheriff shall be given or served by letter deposited in the United States mail, postage prepaid, and addressed to the Sheriff, Multnomah County Sheriff's Office, 12240 NE Glisan, Portland, Oregon 97230.

Any notice or notices provided for by this agreement or by law to be given or served upon City may be given or served by letter deposited in United States mail, postage prepaid and addressed to the City of Maywood Park, 4510 NE 102nd, Annex 1, Portland, Oregon, 97220.

III. CONTRACT COST

- A. This agreement shall be effective from the 1st day of July, 1992, and shall run through the 30th day of June, 1993. The City shall pay to the County for only the additional neighborhood patrols as provided at Section I E above at a rate of \$31.78 per hour for eight hours per week, 52 weeks of the fiscal year. The yearly total for 416 hours of patrol shall be \$13,220.48 per fiscal year, 7/1/92 to 6/30/93.

Payment of such services is to be made on a monthly basis, the first payment to be paid upon execution of this contract and each additional payment on the 10th day of each month thereafter.

- B. Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and Multnomah County.

IV. REPORTS AND RECORDS

- A. The County agrees that non-criminal records generated under this contract shall be made available to the City to audit and examine. The City agrees that any audit shall be arranged by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.
- B. The Sheriff shall provide to City a monthly report that includes hours spent within the City, statistical reports on criminal occurrences, traffic activities, a synopsis of all activities to include special information that is of interest to the citizens of the City for the public safety, and current pertinent crime prevention information.

- C. The Sheriff shall provide to City copy of enforcement daily report from previous day by swingshift patrol to Chief of Police, 9635 NE Campaign, Portland, Oregon.

V. INDEMNIFICATION

- A. All personnel provided by the Sheriff in the performance of this contract shall be County officers and employees. The City shall have no liability for any salaries, wages, workmen's compensation, or incidental personal expenses to any County officers and employees engaged in such performance.
- B. The County shall assume the defense of and indemnify and hold harmless the City from and against all actions or claims against any County officers or employees for damages or losses arising out of or resulting from the performance of this agreement by such County officers and employees.
- C. The City shall not be called upon to assume any liability for the direct payment of any wages, salaries, or other compensation to any County personnel performing services hereunder for the City or for any liability other than that provided for in this agreement. Except as otherwise herein specified, City shall not be liable for the compensation or indemnity to any County employee for any injury or sickness arising out of his employment.
- D. Nothing contained in this agreement is intended to limit the remedy of either party against the other party, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence.

VI. AMENDMENTS OF SERVICE

- A. This agreement may be modified or amended by mutual agreement of the parties. Such changes include any increase or decrease in the level of service which is mutually agreed upon between County and City, shall be effective when incorporated in written amendments to this agreement and approved by both the City and the County.
1. The City shall designate in writing a representative who would be authorized to request special emergency patrols or responses of the Multnomah County Sheriff's Office.
 2. The Sheriff shall designate a representative of the Sheriff's Office to address special requests from the City. The name of such a representative will be provided to the Mayor of Maywood Park.

VII. RENEWAL/TERMINATION

- A. It is mutually agreed that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
- B. It is mutually agreed that either party to this agreement may terminate said agreement by giving 90 days written notice.

VIII. TERMS OF AGREEMENT

- A. This agreement shall be from the 1st day of July, 1992, and unless sooner terminated as provided herein shall terminate on the 30th day of June, 1993.

IN WITNESS WHEREOF, the City, adopted by its City Council, has ratified the execution of this contract by its Mayor and the County by order of its Board of County Commissioners has ratified the execution of this contract by the Sheriff of the County of Multnomah, this _____ day of _____, 19__.

CITY OF MAYWOOD PARK

COUNTY OF MULTNOMAH, OREGON
SHERIFF'S OFFICE

Mayor

Bob Skipper, Sheriff

City Recorder

APPROVED AS TO FORM:

City Attorney

RATIFIED
Multnomah County Board
of Commissioners

C-3 June 11, 1992

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

Sandra Duffy
Assistant County Counsel

800063

Meeting Date: JUN 11, 1992

Agenda No.: C-4

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA-Mt. Hood Community College

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING June 4, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Corrections

CONTACT Larry Aab, Sheriff's Exec Asst

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper, Sheriff

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of Intergovernmental Agreement between Mt. Hood Community College and the Multnomah County Sheriff's Office. IGA provides for Mt. Hood Community College to provide GED instruction within MCCF and MCIJ.

This is a renewal.

NOTE: Place on CONSENT calendar.

6/11/92 originals to Larry
Aab

1992 JUN - 3 PM 3:36
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper
(Sheriff) g.r.

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800063

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p>ORIGINAL</p>	<p>CLASS II</p> <p><input checked="" type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>C-4 June 11, 1992</p>
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Department Sheriff's Office Division Corrections Date 4/1/92

Contract Originator Bill Wood Phone 248-3256 Bldg/Room 119/307

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225

Description of Contract Provide ABE/GED instruction for inmates within the Multnomah County

Correctional facility and the Multnomah County Inverness Jail.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Mt. Hood Community College

ATTN: Phillip Dean

Mailing Address 26000 SE Stark Street

Remittance Address _____

Gresham, OR 97030

(If Different) _____

Phone 503 667-7116

Payment Schedule _____ Terms _____

Employer ID # or SS # 1-93-0546890-AL

☐ Lump Sum \$ _____ ☐ Due on receipt

Effective Date July 1, 1992

☐ Monthly \$ _____ ☐ Net 30

Termination Date June 30, 1993

☒ Other \$ as billed ☐ Other _____

Original Contract Amount \$ 36,352.00

☐ Requirements contract - Requisition required.

Amount of Amendment \$ _____

Purchase Order No. _____

Total Amount of Agreement \$ _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Encumber: Yes ☐ No ☐

Department Manager [Signature]

Date _____

Purchasing Director _____

Date _____

(Class II Contracts Only)

County Counsel Sandra Duff

Date 6-2-92

County Chair/Sheriff _____

Date _____

Contract Administration _____

Date _____

(Class I, Class II contracts only)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	169	025	4110			6110				18,395.00	
02.	168	025	4043			6110				17,957.00	
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

800063

INTERGOVERNMENTAL AGREEMENT

MT. HOOD COMMUNITY COLLEGE - MULTNOMAH COUNTY

GED INSTRUCTION AGREEMENT

ORIGINAL

This agreement, made and entered into by Mt. Hood Community College and Multnomah County home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of educational instruction for inmates leading to a General Equivalency Diploma. The following provisions shall comprise this agreement.

I. RECITATION

- A. Mt. Hood Community College, a college sanctioned by the State of Oregon will provide GED instruction and testing, maintain a GED/ABE instructional program both on campus and in other locations.
- B. The County desires to maintain a GED/ABE instructional program for inmates in the County Correctional Facilities.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICE TO BE PROVIDED

- A. Mt. Hood Community College shall perform as provided:
 - 1. Multnomah County Inverness Jail - 48 hours per week of GED/ABE instruction provided by an instructor and an additional 18 hours per week of instruction provided by a tutor (44 weeks per year).
 - 2. Multnomah County Correctional Facility - 8 hours per week of GED/ABE instruction provided by an instructor (44 weeks per year).
 - 3. Maintain one half of the service hours noted in sections 1 and 2 above at no cost to the County.

PAGE 2

4. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the Multnomah County Sheriff's Office prior to being considered approved as an instructor in the County facility.
5. GED/ABE instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Mt. Hood Community College and the County.
6. Mt. Hood Community College agrees to maintain and provide the County necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain instructional reports.

B. The County shall perform as follows:

1. The Multnomah County Sheriff's Office, Corrections Branch, shall consider for jail clearance all instructor referred by Mt. Hood Community College for facility assignment. An approval or disapproval decision shall be provided to Mt. Hood Community College.
2. The County shall provide assistance in the development of an instructional schedule and assistance necessary to operate within a correctional facility.
3. The County agrees to provide Mt. Hood Community College reports necessary to maintain adequate time and employee records.
4. It is agreed and understood that the Sheriff's Office shall provide a reasonably safe working environment for instructors in a corrections context. It is further agreed and understood that the Instructional Personnel shall follow all directions from corrections officers and that failure to obey the orders of corrections officers may result in risk of injury or harm. Mt. Hood Community College acknowledges there is a risk assumed when its instructors enter a correctional institution.

C. Compensation rates and mode of payment:

1. For the duration of this annual agreement the County shall pay to Mt. Hood Community College, upon receipt of a monthly request for

payment, one half of the costs of the instructional hours provided at a rate of \$24.98 per hour for an instruction and 14.08 per hour for a tutor. Fees associated with this agreement shall not exceed \$36,352.00.

III. CONSTRAINTS

- A. It is understood and agreed that any and all instructors from Mt. Hood Community College are employees of Mt. Hood Community College and are not employees, agents, or representatives of the County for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Mt Hood Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.
- D. If Mt. Hood Community College is determined by the County to be a sub-recipient of federal funds passed through the County, the contractor with submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1992, through and including June 30, 1993, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 - 1. By mutual written consent of the parties;

800063

PAGE 4

2. Either party may unilaterally terminate this agreement on one months written notice.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1992.

MT. HOOD COMMUNITY COLLEGE

DR. ELEANOR BROWN,
Dean of Student Development

DATE: _____

GARY NICHOLS,
Dean of Administrative
Services

DATE: _____

~~APPROVED AS TO FORM~~

REVIEWED:
LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

MULTNOMAH COUNTY, OREGON

ROBERT G. SKIPPER, Sheriff

BY: Sandra Duff

DATE: _____

RATIFIED
Multnomah County Board
of Commissioners

C-4 June 11, 1992

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check one)

___ that I am, to the best of my knowledge, not in violation of any Oregon tax laws.

___ that I am authorized to act in behalf of _____; that I have authority and knowledge regarding the payment of taxes, and that _____ is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Mt. Hood Community College
Contractor

By _____
Title _____

Contractor's ID No. 1-93-0546890-AL

Dated _____

800123

Meeting Date: JUN 11 1992

Agenda No.: C-5

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA - Portland Community College

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING

June 11, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Corrections

CONTACT Larry Aab, Sheriff's Exec Asst

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of Intergovernmental Agreement between Portland Community College and Sheriff's Office. IGA provides for Portland Community College to provide GED instruction within MCDC, CHJ and MCRC.

6/11/92 originals to Larry Aab

NOTE: Place on consent calendar. Renewal Contract.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JUN - 3 PM 3:35



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800123

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000 <div style="font-size: 2em; transform: rotate(-10deg); opacity: 0.5;">ORIGINAL</div>	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RATIFIED</div> <div style="text-align: center; font-weight: bold;">Multnomah County Board of Commissioners</div> <div style="text-align: center;">C-5 June 11, 1992</div>

Return to Larry Aab 313/225
Contact Person Bill Wood

Phone 248-3256 Date 4/1/92

Department Sheriff's Office Division Corrections Bldg/Room 119/307

Description of Contract Provide ABE/GED instruction for inmates within the correctional facilities (MCDC, CHJ, MCRC).

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

Contractor Name Portland Community College
 Mailing Address P.O. Box 19000 Portland, OR 97219
 ATTN: Jim O'Brian, S.E. Campus
 Phone (503) 244-6111 Ext. 6268
 Employer ID # or SS # 93-057-5187
 Effective Date July 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ 30,894.35
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 30,894.35

Payment Term

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ As billed
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager [Signature]
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel Sandra Dwyer
 County Chair/Sheriff _____

Date _____
 Date _____
 Date 5-3-92
 Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	100	025	4110			6110				13,552		
02.	156	025	3915			6110				6,000		
03.	168	025	4043			6110				11,342		

INSTRUCTIONS ON REVERSE SIDE

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

800123

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY

GED INSTRUCTION AGREEMENT

This agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of educational instruction for inmates leading to a General Equivalency Diploma. The following provisions shall comprise this agreement.

I. RECITATION

- A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional program both on campus and in other locations.
- B. The County desires to maintain a GED/ABE instructional program for inmates in the County correctional facilities.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICES TO BE PROVIDED

- A. Portland Community College shall perform as follows:
 - 1. Provide the following instructional and preparation hours to Multnomah County.
 - a) MCDC and CHJ - 22 instructional hours per week (52 weeks per year) and a total of 210 preparation hours.
 - b) MCRC - 15 instructional hours per week (44 weeks per year).
 - 2. Maintain one half of the service hours noted in 1a and 1b above at no cost to the County.
 - 3. Portland Community College shall provide state qualified and county approved instructors available to MCDC and CHJ fifty two (52) weeks per year, including Christmas, spring and summer college break periods.

AGREEMENT

Page 2

4. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the Multnomah County Sheriff's Office prior to being considered County approved, as noted in item three above.
5. GED/ABE instruction shall be provided within the identified correctional facilities on a schedule jointly developed by Portland Community College and the County.
6. Portland Community College agrees to maintain and provide the County necessary statistical information regarding the persons tutored, sessions held, hours worked and other information necessary to maintain instructional reports.

B. The County shall perform as follows:

1. The Multnomah County Sheriff's Office, Corrections Branch, shall consider for jail clearance all instructors referred by Portland Community College for facility assignment. An approval or disapproval decision shall be provided to Portland Community College.
2. The County shall provide basic instructional materials necessary for GED/ABE instruction for inmates.
3. The County shall provide assistance in the development of an instructional schedule and assistance necessary to operate within a correctional facility.
4. The County agrees to provide Portland Community College reports necessary to maintain adequate time and employee records.

C. Compensation Rates and Mode of Payment:

1. For the duration of this annual agreement the County shall pay to Portland Community College, upon receipt of a quarterly request for payment, one half of the cost of the instructional hours provided (noted above II A 1) at a rate of \$32.35 per hour for instruction hours and \$16.33 per hour for preparation. Fees associated with this agreement shall not exceed \$30,894.35

III. CONSTRAINTS

- A. It is understood and agreed that any and all instructors from Portland Community College are employees of Portland Community College and are not employees, agents, or representatives of the County for any purpose.
- B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- C. Portland Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order NO. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.
- D. Portland Community College is determined by the County to be a sub-recipient of federal funds passed through the County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1992, through and including June 30, 1993, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 - 1. By mutual written consent of the parties.
 - 2. Either party may unilaterally terminate this agreement on one months written notice.

800123-

IN WITNESS WHEREOF , the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1992.

PORTLAND COMMUNITY COLLEGE

MULTNOMAH COUNTY, OREGON

DR. DANIEL F. MORIARTY, President

DATE: _____

ROBERT G. SKIPPER, Sheriff

DATE: _____

REVIEWED:

LARRY KRESSEL
County for
Multnomah County, Oregon

By: Sandra Suffy

RATIFIED

**Multnomah County Board
of Commissioners**

C-5 June 11, 1992

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check one)

___ that I am, to the best of my knowledge, not in violation of any Oregon tax laws.

___ that I am authorized to act in behalf of _____; that I have authority and knowledge regarding the payment of taxes, and that _____ is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Portland Community College
Contractor

By _____
Title _____

Contractor's ID No. 93-0575187

Dated _____



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800133

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners C-6 June 11, 1992
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Department Sheriff's Office Division Corrections Date 4/1/92

Contract Originator Bill Wood Phone 248-3256 Bldg/Room 119/307

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225

Description of Contract Allow for GED testing for inmates at Multnomah County Correctional facilities and provide coordination with State Department of Education.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Portland Community College

Mailing Address PO Box 19000
Portland, OR 97219

Phone 503 244-6111 Ext. 4372

Employer ID # or SS # 93-0575187

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ 12,890.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

ATTN: Robert P. [Signature]

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☒ Other \$ as billed ☐ Other _____

☐ Requirements contract - Requisition required

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration _____
(Class I, Class II contracts only)

Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 6/16/92

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	168	025	4043			6110						
02.												
03.												

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATOR

GREEN - FINANCE
106/1430

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

CONTRACT # 800133

Meeting Date: JUN 11 1992

Agenda No.: C-6

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA - Portland Community College

AGENDA REVIEW/
BOARD BRIEFING

REGULAR MEETING June 11, 1992

(date)

(date)

DEPARTMENT Sheriff's Office

DIVISION Corrections

CONTACT Larry Aab, Sheriff's Exec Asst

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of Intergovernmental Agreement with Portland Community College and Multnomah County Sheriff's Office. This will allow for GED testing for inmates at Multnomah County Correctional Facilities and provide coordination with State Department of Education.

6/11/92 originals to Larry Aab

NOTE: PLACE ON CONSENT CALENDAR. THIS IS A RENEWAL.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper Jr.
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY
OREGON
1992 JUN - 3 PM 3:56
BOARD OF
COUNTY COMMISSIONERS

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800133

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000 ORIGINAL	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners C-6 June 11, 1992
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Department Sheriff's Office Division Corrections Date 4/1/92Contract Originator Bill Wood Phone 248-3256 Bldg/Room 119/307Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225Description of Contract Allow for GED testing for inmates at Multnomah County Correctional facilities and provide coordination with State Department of Education.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name Portland Community CollegeMailing Address PO Box 19000Portland, OR 97219Phone 503 244-6111 Ext. 4372Employer ID # or SS # 93-0575187Effective Date July 1, 1992Termination Date June 30, 1993Original Contract Amount \$ 12,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:Department Manager [Signature]

Purchasing Director _____

(Class II Contracts Only)

County Counsel Sandra Duff

County Chair/Sheriff _____

Contract Administration _____

(Class I, Class II contracts only)

ATTN: Robert Palmer

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ as billed ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 6-3-92

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	168	025	4043			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

421/1st Flr

CANARY - INITIATION

GREEN - FINANCE

106/1430

INTERGOVERNMENTAL AGREEMENT
PORTLAND COMMUNITY COLLEGE - MULTNOMAH COUNTY
GED TESTING SERVICES

ORIGINAL

The agreement, made and entered into by Portland Community College and Multnomah County, a home rule subdivision of the State of Oregon; hereinafter referred to as County; deals with the provision of GED testing services for the benefit of incarcerated individuals involved in the educational program within the Multnomah County correctional facilities. The following provisions comprise this agreement.

I. RECITATION

- A. Portland Community College, a college sanctioned by the State of Oregon to provide GED instruction and testing, maintains a GED/ABE instructional and testing program both on campus and in other locations.
- B. The County desires to maintain a GED testing program for inmates in the County correctional facilities.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. SERVICES PROVIDED

- A. Portland Community College shall perform as follows:
 - 1. Provide training and test examiner status to referred Sheriff's Office staff who will be responsible for the actual GED test administration within the facilities.
 - 2. Register and maintain registration records for all inmates participating in the testing program.
 - 3. Collect and remit the State processing fees and student service charges.
 - 4. Provide GED test materials.
 - 5. Provide persons tested under this program the opportunity to complete their GED testing at Portland Community College after their release from custody.
 - 6. Prepare and maintain records related to the administration of the testing program.

B. The County shall perform as follows:

1. Provide administration and supervision of GED testing within the County facilities during established testing hours, and provide Portland Community College with the location sites, calendar of test dates and hours, and:
2. Arrange for physical facilities, equipment and security arrangements for GED testing, which are within State Department of Education standards, Portland Community College standards, and will notify the College that these standards have been met, and:
3. Provide information to Robert Palmer, Chief Examiner, indicating when a participant is released from confinement.

C. Compensation Rate and Mode of Payment:

1. The County shall pay to Portland Community College, upon receipt of a monthly request for payment, twenty-eight (\$28.00) per inmate registered for testing during the month.
 - a.) State processing fee - \$15.00 per individual tested.
 - b.) PCC (test purchase, record keeping, etc) Fee \$11.00 per individual tested. Business office billing fee - \$2.00.
 - c.) The specific fees charged for each individual tested, as noted above, may be increased by Portland Community College by an amount proportional to any increases that occur at other school testing sites. No increase in individual fees shall take effect until 30 days after Portland Community College notifies the County in writing.

Fees associated with this agreement shall not exceed \$12,000 throughout the agreement period.

III. CONSTRAINTS

- A. Persons involved in this agreement will make continuous and persistent efforts to protect the integrity of the GED testing program, as regulated by the American Council on Education, Office of Education Credit.
- B. The GED testing program identified in this agreement will be operated under the general supervision of Robert Palmer, Chief Examiner, in accordance with policies and regulations provided and set forth by the Oregon Council on Education, Office of Educational Credit (GED Testing Services).
- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- D. Portland Community College shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services, and affirmative action; including all regulations implementing Executive Order No. 11246 of the President of the United States; Section 402 of the Vietnam Readjustment Assistance Act of 1974; and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with it's duly-appointed Affirmative Action Officer.
- E. If Portland Community College is determined by the County to be a sub-recipient of federal funds passed through the County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1992, through and including June 30, 1993, and is subject to renewal.
- B. This agreement may be terminated prior to the expiration of the agreed-upon terms:
 - 1. By mutual written consent of the parties.
 - 2. Either party may unilaterally terminate this agreement on one month's written notice.

800133

AGREEMENT
Page 4

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the 1st day of July, 1992.

PORTLAND COMMUNITY COLLEGE

Dr. Daniel F. Moriarty, President

Date: _____

~~APPROVED AS TO FORM~~

MULTNOMAH COUNTY, OREGON

REVIEWED:

LARRY KRESSEL
County Counsel for
Multnomah County, Oregon

Sheriff Robert G Skipper

Date: _____

By: Sandra Duff

WTW/7752A.WP/13

RATIFIED
Multnomah County Board
of Commissioners
C-6 June 11, 1992

Contract No. 800133

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check one)

- ___ that I am, to the best of my knowledge, not in violation of any Oregon tax laws.
- ___ that I am authorized to act in behalf of _____; that I have authority and knowledge regarding the payment of taxes, and that _____ is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Portland Community College
Contractor

By _____
Title _____

Contractor's ID No. 93-0575187

Dated _____

Meeting Date: JUN 11 1992

Agenda No.: C-7

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Transfer Found/Unclaimed Property - 92-2

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING June 11, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION Executive

CONTACT Larry Aab, executive Assistant

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Larry Aab

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 min.

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

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

Transfer found/unclaimed property 92-2 to the Department of Environmental Services for sale or disposal in accordance with MCC 7.70.

6/11/92 Larry Aab advised
of Board Action - alerted
at 6/9/92 agenda review -
copy of Co. Bauman ^{memo} hand
delivered 6/9/92. 6/11/92 copy

(If space is inadequate, please use other side
of Co. Bauman memo hand

SIGNATURES:

delivered to Larry Kressel.

ELECTED OFFICIAL

Bob Skypen
SHERIFF J.E.

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY 26 AM 11:46



Multnomah County Sheriff's Office

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

ROBERT G. SKIPPER
SHERIFF

(503) 255-3600

ORIGINAL

MEMORANDUM

TO: GLADYS McCOY
Chair of the Multnomah County Board

FROM: ROBERT G. SKIPPER *RG*
Sheriff

DATE: February 10, 1992

SUBJECT: FOUND/UNCLAIMED PROPERTY - 92-2

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

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

RG/ejl/242-AEQU

Attachment

ORIGINAL

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 92-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
72-1028	Ithaca .22 rifle, #490368122	Destroy
76-12885	H & R revolver, #AJ1564	
76-23861	S & W .22 revolver, #M76269	
77-21399	Colt .45 revolver, #58464-LW	
80-1902	R.G. .22 revolver, #327114	
82-26889	Colt. 25 handgun, #OD72357	
83-4800	Remington 30.06 rifle, #6814364	
83-7827	Titan .380 pistol, #B073773	
	Ruger .22 handgun, #38742	
83-19564	Winchester 12 gauge shotgun	
83-20268	Mossberg 12 gauge shotgun, #G488477	
83-25818	Ruger .357 revolver, #150-14391	
	Krag 30.40 rifle, #444041	
	Winchester .22 rifle	
	Costo shotgun	
	H & R shotgun, #AR256821	
	Hi-Standard .22 revolver, #449917	
	Iver Johnson pistol .32, #61677	
	Colt .357 revolver, #23843	
	Stevens 30.30 rifle	
	Iver Johnson .22 pistol, #H79904	
84-22666	Winchester 30.30 rifle #2083302	
85-9703	Revelation 12 gauge shotgun	
	Pawnee's .22 revolver, #33108	
85-11224	Coast to Coast 23 gauge shotgun, #H702550	
86-1832	Titans .25 handgun, #279798	
86-2218	S & W .38 revolver, #57903	
86-5999	Military type weapon, #156044	
86-7909	Ruger 10/22 rifle, #120-25560	
87-2290	Crossman pump BB rifle/model 766	
87-3252	Parker Bros. 12 gauge shotgun, #14582	
	Winchester .220 rifle, #325801	
	R.G. .38 pistol, #Q163076	
	Remington .22 rifle	
	Ruger .22 rifle, #126-19578	
	Marlin .22 rifle, #23525407	
	Winchester 12 gauge shotgun, #351865	
	Benj. Franklin .22 pistol, #B135028	
	Savage .308 rifle, #2937AS	
	Winchester rifle, #163968	
	Powermaster BB gun, #875005371	
	Erma-Werke .22 hand gun, #303206	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 92-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
87-4786	H & R . 22 pistol, #AY088544 Ruger .22 pistol, #1502696 S & W .357 Revolver, #6K28692 C.B.C. .22 rifle, #GR59183 Remington .22 rifle, #2179130 Remington 12 gauge shotgun, #T280590M Stevens 16 gauge shotgun Glenfield .22 rifle, #18306447	
87-6152	Jennings .22 pistol, #156084	
87-7234	Savage 340 rifle, #C721080	
87-9285	BB gun, .338 auto.	
87-10858	Marksman BB gun, #6E521529	
87-11130	Colt .38 revolver, #H03658	
87-12291	Browning shotgun, #04812PZ152	
87-13032	Hamden .38 Derringer, #008012	
87-13228	Crossman pellet rifle, #D80272567	
87-13546	Revelation .410 gauge shotgun, #P590173	
88-143	Dan Wesson .357 pistol, #77899 Jennings .22 pistol, #362781	
88-1580	Marksman BB pistol, #40161315	
88-1842	BB pistol	
88-1881	Ruger .22 pistol, #11-52681	
88-1987	Raven Arms .25 pistol, #1146064 J.C. Higgins .22 pistol, #943733	
88-2321	S & W .38 revolver, #K625994	
88-2645	Beretta .380 pistol, #B35682Y	
88-3124	Ruger .22 pistol, #1496990	
88-3878	S & W revolver, #61909	
88-4111	Tanfoglio .25 pistol, #G96380	
88-4178	Raven Arms .25 pistol, #1152793 Ruger .45 revolver, #45-09403 Ruger .357 revolver, #155-95773	
88-4193	Jennings .22 pistol, #428297	
88-4413	Charter Arms .22 pistol, #A258145 Hawes .45 revolver, #2737/5	
88-4960	Stevens 12 gauge shotgun, #B505228	
88-5193	Browning handgun, #77C52477	
88-5279	BB gun, model 840 Daisy BB Gun, model 105-B	
88-5882	Colt .380 handgun, #MU16280	
88-6742	AMT .380 pistol, #B17923	
88-6862	Excam .22 revolver, #C36806 Remington .22 rifle, #2434843	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 92-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
88-7166	5 shot .32 revolver, #3104 Dan Wesson .357 revolver, #SD007831 Western Field 20 gauge shotgun	
88-7644	Jennings .22 pistol, #303031	
88-7747	DeGuerre .32 pistol, #46446	
88-8587	Winchester 30.30 rifle, #4889500	
88-8669	Sterling .22 pistol, #A73948 Freedom Arms .22 pistol, #A06994 North American Arms .22 pistol, #V19473 Raven Arms .25 pistol, #1187171 North American Arms .22 pistol, #V19469 Raven Arms .25 pistol, #1277964 Sturm Ruger .357 pistol, #161-77960 Taurus 9mm pistol, #TGK04025 Ruger .22 pistol, #513627 Remington 12 gauge shotgun, #T440290M	
88-8816	Colt .32 revolver, #157766	
88-8863	R.G. .22 revolver, #1B24156	
88-9016	Iver Johnson .25 pistol Secret Serv. Special .32 pistol R.G. .38 revolver, #X043285	
88-9101	Astra .22 pistol, #73302	
88-9482	Crossman BB gun, #D18205079	
88-9508	Colt .357 revolver, #159-55730 Mach II .380 pistol, #3808597	
88-9565	Ruger .22 pistol, #214-36179 Armi 7.65mm pistol, #206353 Western .357 derringer, #1882 Mossberg 12 gauge shotgun, #K189324 .22 caliber rifle, #C347658	
88-9600	Winchester 20 gauge shotgun, #278655 Hi-Standard .22 pistol, #687602 Davis .22 Derrigner, #064960	
88-9611	Colt .38 pistol, #N15052	
88-9625	Astra 9mm pistol, #57803 Jennings .22 pistol #283530 S & W .38 pistol, #K365230 Crossman pellet pistol, #D78212600	
88-10144	Stevens RGA shotgun, #E475859	
88-10550	Mauser rifle, #K6810	
88-10716	Ruger .357 revolver, #34-58708	
88-11003	J.C. Higgins 12 gauge shotgun	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 92-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
88-11082	Jennings .22 pistol, #218161	
88-11540	Double Deuce .22 pistol, #73095	
88-11916	Mossberg shotgun	
88-11958	S & W .32 revolver, #264035	
88-11986	Colt .22 pistol, #308236S	
	Winchester 30.30 rifle, #992610	
	Ruger .22 revolver, #60-93800	
	Ruger .357 revolver, #152-14459	
	S & W .38 revolver, #16320	
88-12175	Springfield .22 rifle	
88-12288	Liberty 21 .22 pistol, #021096	
88-12374	Llama .22 pistol, #765110	
89-190	Colt .45 pistol	
89-273	H & R sawed off shotgun, #BA568311	
89-452	Interarms 99mm pistol, #1041285	
89-460	Savage .22 rifle, #E752315	
89-753	Armi .25 pistol, #G76473	
89-764	S & W .357 revolver, #E1855921	
89-1770	S & W .22 revolver, #3K-71710	
89-1907	BB rifle, 760-C model	
89-1999	Colt .357 revolver, #L12812	
89-2095	H & R 12 gauge rifle, #AT297512	
89-2140	S & W .38 revolver, #133444	
89-2463	Ranger .22 rifle	
89-2543	S & W 9mm pistol, #A389108	
89-2980	S & W .38 revolver	
	Beretta .25 pistol, #BT122152V	
89-3055	FIE .22 revolver, #22842	
89-3105	Mausser Werke .380 pistol, #0110678	
89-3263	Sterling .22 pistol, #A94588	
89-3397	Colt .25 pistol, #OD80580	
89-3495	Garcia pistol, #1110896	
89-3539	Browning .25 pistol, #453995	
89-3609	Sawed off shotgun, 20 gauge	
89-3651	Savage .380 pistol, #17483B	
89-3729	Colt .38 revolver, #35138	
89-4393	Remington 12 gauge shotgun, #L519034V	
89-4521	R.G. .22 revolver, #L676047	
89-4568	S.W.D. 9mm M-11 handgun, #85-0003201	
89-4731	Marlin 12 gauge shotgun, #B439	
89-4908	Davis .32 handgun, #P056100	
	Ithaca 12 gauge shotgun, #764713-4	
	Marlin .22 rifle, #15736377	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 92-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
89-4909	Hawes .25 pistol, #90169	
89-4910	Hi-Standard .22 pistol, #1816150	
	Arminius 9 shot revolver, #120935	
89-4911	Raven .25 pistol, #1318318	
89-4921	Raven Arms .25 pistol, #1187489	
89-5468	Iver Johnson 410 gauge shotgun, #49288	
89-5508	Hawes .22 pistol, #54826	
89-6259	Taurus model 66, #5251040	
89-6479	Rossi .38 revolver, #101402	
89-6484	Amado .38 revolver, #207466	
89-6491	Jennings .22 pistol, #246090	
89-6516	Hi-Standard .22 revolver, #1955840	
89-6659	Ruger .42 magnum revolver, #47-02137	
89-6762	Marlin .22 rifle, #17336905	
89-6932	Davis .22 pistol, #133038	
89-7043	Daisy BB gun, #9A08095	
89-7047	Hi-Standard 20 gauge shotgun, #3100646	
89-7053	Glenfield .22 rifle, #19739505	
89-7165	Hi-Standard 2 shot Derringer, #1853721	
89-7269	Crossman pellet rifle, #265276	
89-7330	Jennings .22 pistol, #433236	
89-7946	World Arms .22 Derringer, #W2896	
	Pocket Knife	
89-8187	Coleman pellet pistol, #N88219175	
	Crossman pellet pistol, #789942	
89-8381	Hi-Standard .22 pistol, #G14220	
89-8410	S & W 9mm pistol, #A795307	
89-8410	Glenfield .22 rifle, #19421408	
89-8587	Raven Arms .25 pistol, #1114310	
	Marlin .22 rifle, #15253285	
89-8667	Iver Johnson .32 revolver, #27785	
89-9099	J.C. Higgins .22 revolver, #15342	
89-9135	Crossman pellet gun, #2802242669	
89-9283	Marlin .22 rifle, #23332500	
89-9372	Colt .357 revolver, #40825	
89-9499	Western Field 16 gauge shotgun	
	.22 rifle, #20332218	
89-9525	Stevens .22 rifle, #D887927	
89-9553	Colt .38 revolver, #S13299	
89-10048	Noble 16 gauge shotgun	
89-10188	Winchester 30.30 rifle, #4434004	
89-10580	Stevens .22 rifle, #E750003	
89-10600	Jennings .22 pistol, #036288	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 92-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
89-10604	Browning pistol, #655PT08470 Smith & Wesson .38, #619648 Smith & Wesson .38, #958740	
89-10714	Jennings .22 pistol, #311931 H & S .22 revolver, #321794 American .32 revolver H & R .22 revolver, #72051 Colt .38 revolver	
89-10784	Remington .22 rifle Savage Arms 300 rifle, #596674 Ruger semi-auto pistol Winchester 12 gauge shotgun, #199552A Winchester 30.30 rifle, #2915971 Western Field 12 gauge shotgun, #D07458	
89-10858	Wacker Intn. .22 pistol, #501039 Great Western Arms .38 pistol, #3120	
89-10961	H1-Standard .22 pistol, #528716	
89-10980	Burgo .22 revolver, #109046	
89-11619	Marksman pellet gun, #9104177	
89-11884	Ruger .22 rifle, #128-92455	
89-11959	J.C. Higgins .22 Revolver, #579765 S & W .32 pistol, #111509 Sterling .22 pistol, #A19705	
89-12149	Medalist .22 BB gun, #788241156	
89-12241	Jennings .22 pistol, #586711	
90-708	Beretta .22 handgun, #BER02645T	
90-2207	Raven .25 pistol, #1185224	
90-2335	Colt .25 pistol, #95691	
90-2479	J.C. Higgins 12 gauge shotgun	
90-3069	Jennings .22 handgun, #62206	
90-3112	Kurz 9mm pistol, #M13169	
90-3195	Jennings .22 handgun, #408835 H & R revolver, #AU112323	
90-3440	AMT .22 pistol, #M02876 S & W .22 pistol, #TCK8930 Ruger .223 rifle, #183-32761 Ithaca 12 gauge shotgun, #140478 Browning .22 rifle, #04553PN146 Heckler & Koch 9mm pistol, #88320	
90-3526	Savage 20 gauge shotgun, #E357083	
90-3846	Taurus 9mm pistol, #TIB71044	
90-4622	S & W .357 handgun, #F2689364	
90-5497	Pellet gun partially assembled	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 92-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
90-5561	Colt .38 revolver, #312027	
90-5910	Raven .25 pistol, #1012987	
90-6183	Raven Arms .25 pistol, #823228	
90-7107	Rossi .38 pistol	
90-7713	Taurus .38 revolver, #1E86641	
	Hi-Standard .22 pistol, #2277737	
	Remington 5mm sawed off shotgun, #1115944	
	Sterling .22 pistol, #A72227	
	Sturm Ruger .357 revolver, #158-59970	
	Walter 9mm pistol, #K005624	
	Merwin-Hulbert .32 pistol, #CPD450	
	Charter Arms .38 revolver, #470262	
	S & W .38 revolver, #981J20	
	Ruger .357 revolver, #170-27482	
	Charter Arms .357 revolver, #951509	
	Raven Arms .25 handgun, #1554972	
	S & W .38 revolver, #83952	
	Sterling .22 pistol, #A61685	
	Remington .22 rifle	
	Winchester 30.06 rifle w/scope #G262902	
90-7757	Raven .25 handgun, #1683618	
90-8412	Beretta .380 frame and slide, #L31469	
90-10387	Eastfield 12 gauge shotgun, #B87163	
90-10966	Remington model 20 rifle, #2927	
90-10979	Jennings .22 pistol, #431036	
90-11453	Winchester 12 gauge shotgun	
90-11545	M-1 carbine 30mm rifle, #109154	
90-12012	Pellet gun pistol, #589527418	
90-12295	Marksman BB gun, #7E090482	
91-96	Winchester 30.30 rifle, #3797924	
91-233	American .32 revolver	
91-926	Raven Arms .25 pistol, #1007253	
91-1537	Raven Arms .25 handgun, #466385	
	Folding knife	
91-2823	BB rifle, #589212863	
91-3224	Vanguard starter pistol	
91-4038	H & R 20 gauge sawed off shotgun	
91-4426	Walter 9mm pistol, #238072	
91-4976	Hi-Standard .22 pistol, #D57611	
91-5945	Raven Arms .25 handgun, #993861	
91-6068	Ruger .22 pistol, #211-97168	
91-6150	Colt .357 revolver, #81518	

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 92-2

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
91-6681	H & R .38 revolver, #AN103087	
	R.G. .22 pistol, #Z002298	
91-8124	Derringer .38 handgun, #023722	
91-8215	Champion 410 gauge shotgun	
91-8275	Dan Wesson .357 handgun, #339402	
91-8801	American .22 derringer, #2142	
91-10825	Titan .25 handgun, #D810932	
	Homemade pipe gun	
	Inter-Arms .38 revolver, #D792041	
	Horkins-Allen .32 pistol, #D18968T	
	Hawes .22 revolver, #15625/2	
	CDM Product Inc. .22 revolver, #187847	
	H & R .38 revolver, #68	
	S & W .38 revolver, #D732079	
	Taurus .38 revolver, #RH802559	
	Colt .38 revolver, #8976	
	Mossberg rifle	
	Browning 16 gauge shotgun, #X38463	
	Wards 20 gauge shotgun, #H822371	
	Winchester 12 gauge shotgun, #L2387337	
91-11080	Marksman BB gun, #9032653	
91-11445	LA Fury .25 handgun, #71422	
91-11798	Pellet gun, #N88533323	

238-AEQU

RICK BAUMAN
Multnomah County Commissioner
District 3



606 County Courthouse
Portland, Oregon 97204
(503) 248-5217

M E M O R A N D U M

TO: Board of County Commissioners and County Counsel
FROM: Rick Bauman
DATE: June 9, 1992
SUBJECT: Agenda item C-7
Transfer of found/ unclaimed firearms

Mike Bickler of the Oregon Fish and Wildlife Department has been seeking access to unclaimed firearms for use in his firearms safety training courses. Many guns on the list (C-7) are suitable for his purposes. Last year the county amended the forfeited property procedures to allow government agencies to obtain forfeited property. We did not at that time address like disposition of unclaimed property.

I request that County Counsel draft an ordinance allowing transfer of found and unclaimed property to government agencies. I would expect the amendment to be similar to last year's changes in that it would provide that the sheriff recommend that transfer and the Board approve it.

In the interim, I request postponement of action on C-7.

cc. Mike Bickler

Meeting Date: JUN 1 1 1992

Agenda Number: C-8

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: OHSU MRH Ambulance/Emergency Services

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Tom Fronk Telephone: X4274

Person(s) Making Presentation: Tom Fronk/Bill Collins

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken: ☒

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

Ratification of Intergovernmental Agreement with Oregon Health Sciences University to provide a single point for medical direction, data collection and research as required by Multnomah County Code (MCC) and Emergency Medical Services (EMS).

6/11/92 Originals to Herman Brane

BOARD OF
COUNTY COMMISSIONERS
1992 JUN - 2 PM 3:53
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Belli Odegaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, Director *Billi*
Health Department

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

DATE: May 1, 1992

SUBJECT: Oregon Health Sciences University Emergency Medical Services Contract

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this contract with Oregon Health Sciences University for the period July 1, 1992, to and including June 30, 1993.

Analysis: The Multnomah County Code (MCC) and Emergency Medical (EMS) rules require a single point for medical direction, data collection and research and the Oregon Health Sciences University is able to provide such a single point. The County has budgeted \$10,200 to reimburse Oregon Health Sciences University for the service.

Background: The contract operated in FY 91/92 and is being renewed.



FY 92-93

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200572

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>C-8 June 11, 1992</u>
---	---	--

Contact Person Brame Phone X2670 Date _____Department Health Division _____ Bldg/Room 160/2

Description of Contract Collection and correlation of data related to trauma care in Multnomah County. This data will be gathered from the Trauma Registry and pre-hospital care forms. Provision of on-Line control and trauma communication coordination functions. This contract sets standards for development and approval of SOPS, complaint resolving mechanisms and advice.

RFP/BID # NA-IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name OHSU MRH Ambulance/Emergency ServicesMailing Address 3181 SW Sam Jackson Park Rd.Portland, OR 97201 MBSPhone 270-7500 / 279-8525Employer ID # or SS # 93-6001-786 WEffective Date July 1, 1992Termination Date June 30, 1993Original Contract Amount \$10,200

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term☐ Lump Sum \$ _____☐ Monthly \$ _____☒ Other \$ 1/4 upon execution; balance in 3 quarterly installments☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Belle OdgaardPurchasing Director [Signature]
(Class II Contracts Only)County Counsel [Signature]County Chair/Sheriff [Signature]Date 5/14/92

Date _____

Date 6-1-92Date 6/11/92

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	015	0240			6110				\$10,200		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
EMERGENCY MEDICAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1992, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which Contractor is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

WHEREAS, Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require a single medical direction point, a single point of data collection, and research, therefore

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 1, 1992, to and including June 30, 1993, unless sooner terminated under the provisions hereof.

2. Services.

A. STATE shall furnish on-line medical direction and comply with the following performance indicators:

1) All calls requesting on-line medical direction must be answered by the appropriate physician in fifty-five (55) seconds at least ninety percent (90%) of the time.

2) STATE must provide a process to assure that staff physicians are knowledgeable of the protocols. This process may include but not be limited to: educational sessions, tests, and inservice for protocol updates. The process must be approved by COUNTY.

3) STATE will develop a process for Standard Operating Procedures (SOP) adoption which governs on-line medical direction. COUNTY will review operating procedures prior to their implementation. STATE will adhere to the SOPs at all times. Failure to provide these SOP's for COUNTY review is a breach of Contract.

4) A plan must be developed and approved by the COUNTY which details a problem solving process for any complaint or issues presented to the STATE's medical director or communications coordinator. This plan must assure a complaint resolution which will be furnished to the COUNTY no more than thirty (30) days from date of complaint filing.

5) The STATE will implement a quality assurance/quality improvement process that reviews standards, operations, and performance, identifying problems and their solutions. This process will allow for input from COUNTY, and will report summary data and findings to the Medical Advisory Board Quality Assurance Subcommittee on a quarterly basis.

6) The STATE will participate in the COUNTY's quality assurance process by providing a staff member, when requested, and by providing medical resource hospital data and information on a timely basis as requested by the Quality Assurance Committee.

7) The Medical Resource Hospital medical director shall meet with the Multnomah County physician supervisors at their regularly scheduled meetings to discuss online medical control issues and exchange information.

B. The STATE shall provide trauma communications coordination and comply with the following performance indicators. The trauma communications coordination function is being provided at the request of the Area Trauma Advisory Board (ATAB I).

1) All trauma communication coordination requests must be answered within ten (10) seconds ninety percent (90%) of the time.

2) The STATE must develop a process which allows for Standard Operating Procedures (SOP) adoption and includes the Area Trauma Advisory Board and COUNTY review prior to implementation. The STATE will adhere to the SOPs at all times.

3) The STATE must provide a plan which details a problem solving process for any complaint. The plan must assure that the STATE has an outcome from the complaint which will be furnished to the COUNTY no more than thirty (30) days from the date of complaint filing.

C. The state will assist in provision of inservice training to emergency medical technicians in Multnomah County and comply with the following performance indicators:

1) The number of inservices which will be offered in each year is twelve (12), but is adjustable to more or fewer at COUNTY and STATE discussion.

2) The coordination of those courses will be carried out through a joint arrangement with the STATE, COUNTY, and other hospitals in Multnomah County.

3) STATE services required are that cases and case summary for case review will be provided. One MRH physician will be in attendance to provide the case review.

D. STATE shall be responsible for central data collection for medical direction and trauma communication coordination activities. STATE shall comply with the following performance indicators:

1) STATE is to collect this data from Emergency Medical Technicians at the time that they contact STATE for on-line medical direction or Trauma Communications Coordination (TCC) functions.

2) The specific data points to be collected are referenced in appendix A.

3) Raw data points are to be provided to COUNTY for monthly periods. These will be in the form of diskettes in dBase 3 form, provided no later than the 30th of the following month.

4) The data points as described in appendix A may be modified upon the concurrence of COUNTY and STATE.

5) STATE shall provide a trauma communications center monthly report which complies with the format in appendix B.

6) The data (voice tapes, written reports, and all data points collected) is the sole property of COUNTY, which has the sole authority for release of the data. COUNTY shall prescribe guidelines to be used for the release of the data and STATE must follow these guidelines. It is the intent of guidelines that they facilitate and not impede academic research (see appendix C).

7) STATE shall also provide COUNTY proof of Joint Commission of American Hospitals (JCAH) accreditation and that it meets or exceeds all requirements of MCC 6.31.060 (A-6) and rules adopted pursuant thereto.

3. Compensation.

A. COUNTY agrees to pay STATE \$10,200 based on the following terms:

1) COUNTY agrees to maintain MRH radio base station, six UHF portable radios, and the multichannel recorder used to provide MRH communications.

2) One quarter advance of the total amount upon execution of this Agreement, balance payable in three (3) quarterly installments upon receipt of billings from STATE.

3) Expenditure reports are to be sent to the EMS Director, Health Department, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'S rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver

by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions; or

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

OREGON HEALTH SCIENCES UNIVERSITY

By _____

Date _____

93-6001786W
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date 6/11/92

HEALTH DEPARTMENT

By: Billi Odegaard
Billi Odegaard, Director

Date: 5/19/92

EMERGENCY MEDICAL SERVICES

By: William Collins
William Collins, Director

Date: 5-8-92

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: Laurence Kessel

Date: 6-1-92

RATIFIED

**Multnomah County Board
of Commissioners**

C-8 June 11, 1992

Meeting Date: JUN 11 1992

Agenda Number: C-9

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Amendment #1 with Children's Services Division

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Ardys Craghead/Gary Smith

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: _____

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

Ratification of Amendment #1 between the Multnomah County Social Services Alcohol and Drug Program Office and Children's Services Division for the period January 2, 1992 through June 30, 1994. Amendment #1 has no fiscal impact on the contract. This agreement adds GENERAL PROVISIONS which CSD omitted in the original agreement they submitted.

6/11/92 originals to Kathy Tinkle

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JUN - 3 PM 3:36

Signatures

Elected Official _____

OR

Department Director Ardys Craghead

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys Craghead (S.D.)*
Department of Social Services

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

DATE: May 18, 1992

SUBJECT: Approval of Amendment #1 with Children's Services Division

RETROACTIVE STATUS: This agreement is retroactive to January 2, 1992. The Amendment from the State Children's Services Division providing the needed conditions for this agreement did not arrive in the Social Services Division until May 7, 1992 which prevented the processing of this agreement until that date.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of Amendment #1 to an Intergovernmental Agreement (IGA) between the Alcohol and Drug Program Office and the Children's Services Division for the period of January 2, 1992 through June 30, 1994.

ANALYSIS/BACKGROUND: Amendment #1 has no affect on the amount of the contract which remains at \$121,495 for the contract period.

The original contract from Children's Services Division (CSD) was processed by the Social Services Division in February 1992. After processing, an error was discovered. The CSD referred to GENERAL PROVISIONS in the agreement but neglected to include them in the document. Amendment #1 corrects that error by adding the provisions referred to and adds a fee schedule but does not change the total amount the CSD will pay Multnomah County for the services.

This document is an Intergovernmental Agreement and therefore exempt from the RFP process.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104372

Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners C-9 June 11, 1992
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Contact Person Kathy Tinkle Phone 248-3691 Date May 11, 1992Department Social Services Division Social Services Bldg/Room 160/6Description of Contract Amendment #1 has no fiscal impact on the contract. This amendment adds the GENERAL PROVISIONS and Fee Schedule which were referred to in the original contract by CSD but omitted.RFP/BID # N/A IGA Date of RFP/BID Exemption Exp. Date ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name CHILDREN'S SERVICES DIVISIONMailing Address 198 Commercial St., SE
Salem, OR. 97310Phone 378-3542Employer ID # or SS # N/AEffective Date January 2, 1992Termination Date June 30, 1994Original Contract Amount \$ 121,495Amount of Amendment \$ -0-Total Amount of Agreement \$ 121,495**Payment Term**☐ Lump Sum \$ ☐ Monthly \$ ☐ Other \$ ☐ Requirements contract - Requisition required.Purchase Order No. ☐ Requirements Not to Exceed \$ **REQUIRED SIGNATURES:**Department Manager Ardis Oraghead (M)Purchasing Director
(Class II Contracts Only)County Counsel County Chair/Sheriff Date 5-22-92Date Date 6-2-92Date 6/11/92

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AMENDMENT OF CONTRACT

Log Number: 1-1309

Amendment Date: APRIL 22, 1992

Amendment #1

The contract between the State of Oregon, Department of Human Resources, Children's Services Division, and

MULTNOMAH COUNTY, DEPARTMENT OF SOCIAL SERVICES, ALCOHOL AND DRUG PROGRAMS

number 1-997, dated JANUARY 15, 1992 is amended as follows:

1. Include the attached document entitled GENERAL PROVISIONS, which was inadvertently omitted although referenced, to be a part of the contract by this reference.
2. Amend Item II Consideration, paragraph A, subparagraph 1 only of the Document entitled SCHEDULE, to read as follows:
"A. As consideration for the services provided by the Agency, for the period beginning January 1, 1992 and ending June 30, 1994, the Division will pay to the Agency, by check(s), an amount not to exceed \$121,495.00, to be paid as follows:
 1. For the period, beginning January 1, 1992 and ending September 30, 1992, an amount not to exceed \$34,688.00 for a maximum of 9 months paid as follows:
 - a. An amount not to exceed \$28,056.04 for the salary and benefits of up to 1.0 FTE Substance Abuse Specialist, paid at the rate of \$3,117.34 per month for a maximum of 9 months.
 - b. An amount not to exceed \$981.00, for private car mileage, reimbursement at the rate of \$25.00 per month base plus \$0.21 per mile for a maximum of 3,600 miles.
 - c. An amount not to exceed \$1,700.00, for training for the Substance Abuse Specialist, paid as an reimbursement of actual expenses. The Division must prior approve training in order for it to be reimbursable.
 - d. An amount not to exceed \$650.00, for supplies and periodicals, paid as a reimbursement of actual expenses.
 - e. An amount not exceed \$3,300.00, for personal services - clinical consultation to consult with and supervise the Substance Abuse Specialist, paid at the rate of \$40.00 per hour for a maximum of 9.1 hours per month for a maximum of 9 months."

All other terms, provisions, and conditions of this contract remain unchanged.

This amendment shall be effective upon signature of both parties.

Reviewed by Contracts Officer: Robert Schoonover Date: 4/27/92

AGREED: CONTRACTOR

AGREED: CHILDREN'S SERVICES DIVISION

MULTNOMAH COUNTY, DEPARTMENT
OF SOCIAL SERVICES, ALCOHOL AND
DRUG PROGRAMS

426 SW Stark, 6th Floor

Portland, Oregon 97204

By _____

Date: _____

By: Gladys McCoy

Date: 6/11/92

FED. I.D. (#) _____

Gary Smith

Social Services Division Director

Date: 5-19-92

Multnomah County Chair

BUDGET: 91-93

REVIEWED:

LAURENCE KRESSEL, County Counsel

for Multnomah County, Oregon

By: [Signature]

Date: 6-2-92

RATIFIED

**Multnomah County Board
of Commissioners**

C-9 June 11, 1992

GENERAL PROVISIONS

1. Extent of Agreement

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

2. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this contract.

3. Government Employment Status

The Contractor is engaged as an independent contractor. Contractor certifies that Contractor is not an employee of the State of Oregon. If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.

4. Payments under this Contract; Retirement System Status

Payment as provided herein is the sole monetary obligation of the Division. Unless otherwise specified, the responsibility for payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Contractor is not a member of the Public Employees Retirement System unless otherwise stated. Payments under this contract do not entitle the Contractor to benefits under the Federal Social Security program, any unemployment insurance or workers' compensation program or the Public Employees Retirement System, except as a self-employed individual.

5. Compliance with Applicable Law, Licensing and Program Standards

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate

required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.

6. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.

7. Equal Rights

The Contractor agrees to comply with all applicable requirements of Federal and State Civil Rights and Rehabilitation statutes, rules and regulations.

8. Access to Records

The Division, the Executive Department and the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access, upon request, to the books, documents, papers and records of the Contractor which are pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.

9. Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

10. Subcontracting

Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts

for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental but necessary for the performance of the work required under this contract (e.g. facilities maintenance). Approval by the Division of a subcontract shall not result in any obligations to the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

11. Renegotiation or Modification

All alterations, variations, modifications and waivers of provisions of this contract shall be valid only when they have been reduced to writing, signed by all parties, and attached to the original of this contract.

12. Excuses for Nonperformance

Neither party to this contract shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract, and after giving written notice to the other party of the cause, its effect on contract performance, and effective date of termination. If the contract is so terminated, the obligation of the Division shall be limited to payment for services provided in accordance with the contract prior to the date of termination.

13. Remedies

If the Contractor fails to provide the services or perform any of the other requirements under the contract, and such failure is not excused, the Division, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such

failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the Division, the Division may terminate the contract. This section, and any actions taken or not taken under it, shall not affect the Division's rights under the "Termination" section. The rights and remedies of the Division in this section are not exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

14. Termination

a. This contract may be terminated by mutual consent of both parties, or by either party upon 60 days written notice, delivered personally or by certified mail.

b. The Division may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:

1. If Division funding from federal, state or other sources is not obtained, is decreased, modified or limited, or if Division expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2. If federal or state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or no longer qualify for the funding proposed for payments authorized by this contract.

3. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this paragraph b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercise the right to terminate, its commitments. No right of action or damages

shall accrue to the benefit of the Contractor if the contract is terminated under this clause.

c. The Division, by written notice of default (including breach of contract) to the Contractor, may terminate the whole or any part of this contract under any of the following conditions:

1. If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2. If the Contractor fails to perform any of the other requirements of this contract.

3. If the Contractor so fails to pursue the work required in this contract that performance of this contract in accordance with its terms is endangered, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 10 days or such longer period as the Division may authorize.

If the contract is terminated under this paragraph c., the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division.

15. Termination Arrangement

If the Contractor is providing child-care services and the contract is terminated, expires or is not renewed, the following apply:

a. Except as provided in paragraph b., the Division, through its liaison staff or other designated persons, shall assume responsibility for the planning, supervision and work required in moving and relocating the children who are under the Contractor's care on the termination date or at an earlier date if earlier removal is deemed necessary by the Division. The Contractor agrees to cooperate fully with Division staff in the preparation for and carrying out of the work necessary to remove the children from the Contractor's care.

b. Where the children being cared for are Unaccompanied Refugee Minors, the Contractor shall be responsible for providing appropriate care for children covered by this contract. The Contractor agrees to maintain a plan which does not obligate the Division for continuing care for each child.

16. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by all parties, and attached to the original contract.

17. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

18. Fees Prohibited

The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Division.

19. State Tort Claims Act

Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

20. Hold Harmless Provision

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Contractor agrees to defend, indemnify, save and hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatever nature and any resulting damage, loss, costs and expenses which they may sustain, incur or be required to pay resulting from or arising out of the acts, errors or omissions of the Contractor or its assignees, subcontractors, agents or employees under this contract.

The Contractor is not required to defend, indemnify, save or hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatever nature and any resulting damage, loss, costs and expenses which they may sustain, incur or be required to pay which result entirely from or arise entirely out of the acts, errors or omissions of the State of Oregon, the Department of Human Resources, the Division or their officers, agents or employees, or any third parties, including any persons receiving services under this contract.

21. Clean Air Act, Clean Water Act, and EPA Regulations

If the amount of this contract, including all amendments thereto, exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). The Contractor agrees to include this provision in any subcontracts exceeding \$100,000 which may be authorized.

22. Equal Employment Opportunity

If the amount of this contract, including all amendments thereto, exceeds \$10,000, the Contractor agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). All subcontracts shall also be in compliance with the foregoing.

23. Oregon Energy Conservation Plan

The Contractor shall conform with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. Law 94-165).

24. Truth in Lobbying

The Contractor certifies, to the best of the Contractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Division for any damages suffered by the Division as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. Tax Compliance

No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of

perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in Oregon Revised Statutes section 305.380(4).

By execution of this contract, I, an authorized official of Contractor, swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge that Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

26. Worker's Compensation

The Contractor, its subcontractors, if any and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.

27. Assignment of Contract

The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration.

28. Funds Available and Authorized

The Division certifies that at the time of signing this contract sufficient funds are authorized and available or are anticipated to be available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

29. Recovery of Overpayments

If billings under this contract, or under any other contract between the Contractor and the Division, result in payments to the Contractor to which the Contractor is not

entitled, the Division, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

30. Approval by Attorney General's Office

If the amount of this contract, including all amendments thereto, exceeds \$25,000 or if this contract provides for the provision of human custodial care, approval for legal sufficiency by the Attorney General may be required.

31. Controlling State Law

This contract shall be construed and enforced in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of law rules or doctrine. If the Contractor is an out-of-state provider, any action or suit involving this contract shall be filed and tried in Marion County, Oregon.

32. Ownership of Work Product

To the extent the Contractor has the right to do so, the Contractor grants to the Division a royalty-free, nonexclusive and irrevocable license to use all materials delivered under this contract in any manner and for any purpose whatsoever, including to reproduce, publish, disclose, deliver, perform and dispose of, and to have others do so.

lry/5054Y/clr:2072F

Meeting Date: JUN 1 1 1992

Agenda No.: C-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Portland Public Schools Agreement - Project Paradigm

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

DEPARTMENT Social Services DIVISION Juvenile Justice

CONTACT Chris White TELEPHONE 248 3460

PERSON(S) MAKING PRESENTATION Harold Ogburn

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5-10 minutes

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

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

The Portland Public School Project supports the continuation of one Juvenile Court Counselor to their team. This counselor acts as a liaison with Drug and Alcohol School Counselors and other staff, jointly serving the needs of youth involved in school drug-related offenses and the Justice System. This amendment to the original Intergovernmental Agreement adds \$14,940. in Federal Revenue to the Juvenile Justice Division's Federal/State budget for the 91-93 biennium.

6/11/92 originals to Chris White

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Arden Craghead

(All accompanying documents must have required signatures)

CLERK OF
JUDICIAL DEPARTMENT
1992 JUN - 2 PM 3:52
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68th
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Gladys McCoy
Multnomah County Chair

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

FROM: *H* Harold Ogburn
Director, Juvenile Justice Division

DATE: May 26, 1992

SUBJECT: Approval of an amendment to Intergovernmental Agreement between the Juvenile Justice Division (JJD) and Portland Public Schools (PPS) for a Drug and Alcohol Counselor.

RECOMMENDATION: The Juvenile Justice Division recommends the Board's approval of an amendment to an Intergovernmental Agreement between Portland Public Schools and the Division for a drug and alcohol counselor to support PPS's Project Paradigm.

BACKGROUND/ANALYSIS: This amendment supports a 12 month project, Project Paradigm, funded with federal dollars which was awarded to Portland Public Schools. The overall project supports additional counselors and drug and alcohol specialists in ten Portland high schools as well as additional resources to the COUNTERACT alternative school program operated through PPS.

The Juvenile Justice Division, under the terms of this contract, will support the project with one dedicated Juvenile Court Counselor to act as a member of this service team. The Counselor will be responsible for working with all clients referred through PPS on drug and alcohol violations.

RETROACTIVE STATUS: The Division inadvertently submitted the original contract as a single year award. It in fact should have been submitted as a 12 month award across two County fiscal years. Therefore, an extension of the contract expiration date plus the addition of \$14,940. to the terms of this contract is requested.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103772Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners <u>C-10 June 11, 1992</u>
---	---	---

Contact Person Chris White Phone 248-3460 Date 27 MAY 1992Department Social Services Division Juvenile Justice Bldg/Room 311/JJD

Description of Contract The Portland Public Schools Project Paradigm supports the addition of one Juvenile Court Counselor to their team. This counselor liaisons with Drug and Alcohol specialists located in ten high schools. This amendment continues a full year of federal dollars allocated across FY 91-92, 92-93

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Public SchoolsMailing Address 601 N DixonPortland, OR 97227-1871Phone 503 280 5840 x279Employer ID # or SS # 93 6000830Effective Date July 1, 1991Termination Date June 30, 1993Original Contract Amount \$ 29419Amount of Amendment \$ 14,940Total Amount of Agreement \$ 44,359

REVENUE = \$14,940.

Payment Term

☐ Lump Sum \$ _____☐ Monthly \$ _____☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Ardep CragheadPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair/Sheriff [Signature]Date 5/28/92

Date _____

Date 6-1-92Date 6/11/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	DEPT. GATEWAY REV	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	156	010	2530					2107	PPJ PARADIGM	\$ 14,940		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
CONTRACT #103772, AMENDMENT #1

TERM OF AMENDMENT: July 1, 1991 TO: June 30, 1993
CONTRACTOR NAME: Portland Public School District #1 PHONE: (503)280-5840
CONTRACTOR ADDRESS: 601 N. Dixon IRS NO.: 93-6000830
Portland, OR 97227

This amendment is to that certain contract dated July 1, 1991, between the Multnomah County Juvenile Justice Division, referred to as the "COUNTY", and Portland Public School District #1, referred to as "DISTRICT". It is understood by both parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

DISTRICT RESPONSIBILITIES (p.2):

Section 1. DISTRICT agrees to pay COUNTY an additional \$14,940 for performance of those services provided hereunder. In no event shall the total agreement exceed \$44,359.

PART II AMENDMENT NARRATIVE:

This amendment increases the total dollars payable to COUNTY by \$14,940 as the second phase of federal grant allocation monies to DISTRICT. The expiration date of the original contract has also been extended through June 30, 1993.

All service components and other requirements are maintained as in the original contract.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

By: _____
Deputy Clerk

Date: _____

By: Gladys McCoy
Gladys McCoy, Chair
Multnomah County Board of Commissioners

Date: 6/11/92

By: Harold Ogilvie
Division Director

Date: 5/27/92

By: Shirley H. Hines
Program Manager

Date: 5-27-92

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: Laurence Kressel
Assistant County Counsel

Date: 6-1-92

RATIFIED
Multnomah County Board
of Commissioners
C-10 June 11, 1992

Meeting Date: JUN 11 1992

Agenda No.: C-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal June 11, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

Multnomah County Community Action Commission

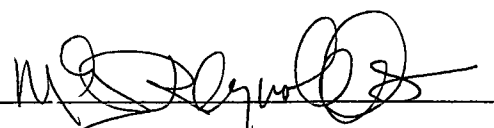
Carole Murdock, Private Sector, expires 6/94
Mayor Bud Clark, Public Sector, expires 6/94
Commissioner Sharron Kelley, Public Sector, expires 6/94
Commissioner Gretchen Kafoury, Public Sector, expires 6/94
Representative Bev Stein, Public Sector, expires 6/94

(If space is inadequate, please use other side)

SIGNATURES:

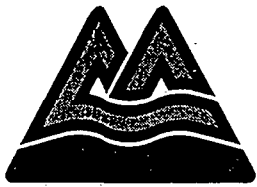
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 JUN - 4 AM 11:14
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

421 SW Fifth #200

Portland OR 97204

(503) 248-5464
FAX (503) 248-3332



May 14, 1992

ckm
GLADYS MCCOY
MULTNOMAH COUNTY CHAIR
1120 S.W. 5th, ROOM 1410
PORTLAND, OREGON 97204
6/2/92

Commissioner Gladys McCoy
106/1410

Dear Commissioner McCoy:

The Multnomah County Community Action Commission (MCCAC) at its meeting on May 13, 1992 voted to recommend for another term the following Commission members whose terms of membership expire on June 30 1992. Ordinance No. 665 requires that the Board of County Commissioners appoint the membership of the private and public sectors of the MCCAC.

Private Sector: Carole Murdock

Public Sector: Mayor Bud Clark
Commissioner Sharron Kelley
Commissioner Gretchen Kafoury
Representative Bev Stein

Please advise us of action you take on this matter. Thank you for your continued support of Community Action.

Sincerely,

Carole A. Murdock db

Carole A. Murdock
Chairperson, MCCAC

Meeting Date: JUN 11 1992

Agenda No.: C-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal June 11, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

Appointment to:

Community Corrections Advisory Committee

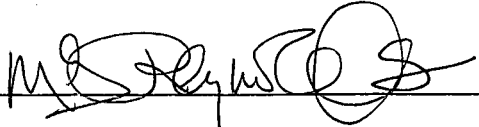
Judith Hadley, term expires 6/94, position 12
Al Armstrong, term expires 6/94, position 13
Richard Pomeroy, term expires 6/94, position 14

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

MEMORANDUM

CM
GLADYS MCCOY
MULTNOMAH COUNTY CHAIR
1120 S.W. 5th, ROOM 1410
PORTLAND, OREGON 97204
5/22/92

TO: Kathy Millard, County Chair's Office

FROM: Donna Ford, Department of Community Corrections

DATE: May 21, 1992

SUBJECT: CCAC membership

Attached are the Community Corrections Advisory Committee membership applications. They have all been nominated by our membership and bylaws committee and are now being forwarded to your office for review.

In following up to our conversation on the phone today, we currently have seven vacant positions and all members are working to recruit members of color with diverse geographic locations and professions. We would appreciate any assistance you can provide in this process.

Please call if you need any additional information on these applicants or the make up of our current board.

Thanks for you assistance.



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Corrections Department Advisory
Committee

B. Name Judith Hadley

Address 718 W Burnside

City Portland State OR Zip 97209

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

Home Phone 234-9438

C. Current Employer United Way, Columbia - Willamette

Address 718 W Burnside

City Portland State OR Zip 97209

Your Job Title Associate

Work Phone 226-9360 (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

Easter Seal Society '73-'82 Info Spec

PSU Library - '66-'72 Library Assl

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT:

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
MHRC - Advisory Comm on Disabled	1980-81	Chair
MULT. Co. CITIZEN INVOLVEMENT COMMITTEE	1992	Budget Review
COMMUNITY MUSIC CENTER	1986	Volunteer
KBOO RADIO	1982	Volunteer

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
PSU	1973	B.S. / ARTS & LETTERS

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

Michael Schultz - 718 W Burnside - 97209-226-935

MARY OTTO - Community Policing - 111 SW 2nd # 796-312
1552, PT 16, 97204

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

Monitor database contract as well as
produce data for Mult City Corrections
Parole Office, Contact: Steve LaMarche

I. Affirmative Action Information

F / White
sex / racial ethnic background

birth date: Month 4 Day 4 Year 42

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

Signature

Judith L. Hadley

Date

3/23/92



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

CCAC

B. Name AL ARMSTRONG CCAC member

Address 3717 N.E. Broadway

City Portland State Oregon Zip 97232

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

Home Phone 284-2793

C. Current Employer ALLIED Health Services

Address 808 SW Alder

City Portland State Oregon Zip 97232

Your Job Title Clinical Supervisor

Work Phone 226-2203 (Ext) X

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

D. Previous Employers _____ Dates _____ Job Title _____

CODA

1987 to 1988

Counselor

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT:

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Mult. Co. Citizen Involvement Committee (present)		Citizen Projects
Mult Co. Comm. Corrections C-Base Committee (present)		Budget

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Western Oregon State College	1975	B.S. Corrections
P.S. U.	87, 88.	15 hours toward Masters

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

Coral Ward	—
Mr. G. Fisher	—

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

N/A.

I. Affirmative Action Information

Black
sex / racial ethnic background

birth date: Month 12 Day 11 Year 57

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

Signature

Al Armstrong

Date

5/4/92

BOARDS AND COMMISSIONS



MULTNOMAH COUNTY

RECEIVED

APR 10 1992

CBAC

Number

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

B. Name RICHARD M. POMEROY CBAC

Address 2211 S.W. 1st Ave. #1304

City PORTLAND State OREGON Zip 97201

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

Home Phone 223-4285

C. Current Employer Self-employed -- Publisher, writer

Address Glen - Berkeley Press
P.O. Box 10104

City Berkeley State CA Zip 94709-5104

Your Job Title PARTNER

Work Phone (503) 223-4285 (Ext) IN PORTLAND

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

D. Previous Employers Dates Job Title

U.S. Forest Service 51-81 Director of Personnel

Job Corps Director

FIRE MANAGEMENT

District Forest Ranger

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Peace Corps (Dominican Republic)	86-87	volunteer in Forestry
Berkeley Ecumenical Chaplaincy	90-91	Counselor to the homeless
Recovery Inn Employment Service	92	Friend Raising--
(Salvation Army - Portland)		consultant-- helper

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Univ. of California - Berkeley	48-49	BS (Forestry)
Univ. of California - Berkeley	63-64	MF (Forestry/public Administration)
Pacific School of Religion (Graduate Theological Union)	82-84	MA (theology)

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

Martin Gohlke 6100 W. 41st St. Portland 246-9836
 Bruce Hendrickson 13647 S.W. 63rd Pl. Portland 639-7775

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

None

I. Affirmative Action Information

M CAUCASIAN
 sex / racial ethnic background

birth date: Month 12 Day 14 Year 26

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

Signature

Richard H. Pomeroy

Date April 7, 1992

DATE SUBMITTED May 21, 1992

(For Clerk's Use)
Meeting Date JUN 1 1 1992
Agenda No. R-1

REQUEST FOR PLACEMENT ON THE AGENDA

Informal Only * _____ (Date) Formal Only _____ (Date)

DEPARTMENT Management Support Services

DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker

TELEPHONE 248-5111

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

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

Request of the Board of County Commissioners, acting as PCRB, for approval of an Intergovernmental Agreement with the State of Oregon to enter an agreement to use the State Surplus Disposal Network. This request is in accordance with and pursuant to the provisions of ORS Chapter 190, entitled, "Intergovernmental Cooperation".

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 _____

6/5/92 notice to PCRB list, copy to Lillie Walker
6/11/92 notice to PCRB list, copy
to original IGA to Lillie Walker

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JUN - 2 PM 3:24

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

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

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

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

January, 12 1992

Brian W. Lewis
Multnomah County Purchasing
2505 S.E. 11th Ave.
Portland, Oregon 97202

DEPARTMENT OF
GENERAL
SERVICES

TRANSPORTATION &
DISTRIBUTION
Property Distribution Center

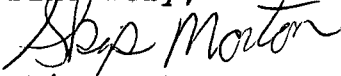
Brian,

As we have discussed, the Department of General Services, Property Distribution Center has developed an intergovernmental agreement which allows us to dispose of surplus or excess property generated by political subdivision. This agreement has been reviewed and approved by our legal counsel in the Department of Justice. To date, we have executed approxiametly fifty of these documents. The City of Salem, Marion County Fire District #1 and Chemeketa Community college area among those whom have joined the State Surplus Property team.

We believe we are in an excellent position to dispose of surplus property! We do it on a daily basis as well as conducting public sales through our "General Store" every Friday from 9:00 am until 2:00 pm. We also use the competitive bid process when the property warrants such a sale. We are able to price property competitively; we advertise sales; we handle the paperwork. The benefits to you as a potential participant are many: you do not have to warehouse excess property until you have enough for a sale, you don't have to worry about how to price property or how to staff a sale, you don't have to advertise. All This for a service fee of 20% of the sale price (you can establish a minimum sale price if you wish). If you analyze the cost of your current means of surplus property disposal, you may find that we can save you money in addition to time and storage.

Enclosed for your review is a copy of the agreement. If you read through it and decide you would like to further explore the opportunity to participate, please feel to give me a call at 378-2207. We look forward to serving your surplus property needs!

Sincerely,



Skip Morton
Manager
State of Oregon Surplus Property

Enclosure
cc: file



1655 Salem Industrial Dr. NE
Salem, OR 97310
(503) 378-4711
FAX (503) 378-8558

RECEIVED
PURCHASING SECTION

92 JAN 15 PM 12:52

MULTNOMAH COUNTY



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF MEETING

On Thursday, June 11, 1992, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, the Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider a request for approval in the Matter of Ratification of Intergovernmental Agreement Contract #500642 Between Multnomah County and the State of Oregon, Allowing Use of the State Surplus Disposal Network, for the Period March 12, 1992 to March 12, 1997.

For additional information, please contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-3277.

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

Deborah Bogstad
Office of the Board Clerk

0044C/1/db
cc: Lillie Walker



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF APPROVAL

On Thursday, June 11, 1992, the Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered and approved a request for approval in the Matter of Ratification of Intergovernmental Agreement Contract #500642 Between Multnomah County and the State of Oregon, Allowing Use of the State Surplus Disposal Network, for the Period March 12, 1992 to March 12, 1997.

For additional information, please contact Lillie Walker, Multnomah County Purchasing Director, (503) 248-5111.

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

Deborah Bogstad
Office of the Board Clerk

0044C/3/db
cc: Lillie Walker
6/11/92



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 500642

MULTNOMAH COUNTY OREGON

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners R-1 June 11, 1992
---	---	---

Contact Person Lillie M. Walker Phone 248-5111 Date 3-12-92

Department Mgmt. Support Services Division Purchasing Bldg/Room 421/1st

Description of Contract Use of the State of Oregon Surplus Property Disposal Network.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OREGON, STATE OF

Mailing Address 1655 Salem Industrial Dr., N.E.
Transp. & Dist. Division
Salem, OR 97310

Phone (503) 378-2207

Employer ID # or SS # ATTN: Skip Morton

Effective Date 3-12-92

Termination Date 3-12-97

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Lillie M. Walker

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date _____

Date March 12, 1992

Date May 27, 1992

Date 6/11/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	050	7650								
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

State of Oregon
Department of General Services

INTERGOVERNMENTAL AGREEMENT
FOR SURPLUS PROPERTY DISPOSAL

USE OF THE STATE SURPLUS PROPERTY DISPOSAL NETWORK

This agreement, hereinafter referred to as "Agreement", is made and entered into this x day of x, 19x, by and between the State of Oregon; Department of General Services, hereinafter referred to as "State", and

x (political subdivision) x (address)
x (city, state, zip code), hereinafter referred to as
"Political Subdivision".

1. STATUTORY AUTHORITY.

In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "INTERGOVERNMENTAL COOPERATION", the State is authorized to cooperate with and furnish services to a city, county, district, or other municipal corporation, commission, authority, entity of political subdivision organized and existing under statute or city or county charter in Oregon. By acceptance of this Agreement, the Political Subdivision certifies that it meets the above criteria for eligibility for cooperation or receipt of services from the State.

2. SERVICES TO BE PROVIDED.

(a) The State will provide surplus and confiscated property disposal services, for the term of this Agreement, to the Political Subdivision in return for a service fee. Revenues derived from this service fee shall be used to defer expenses incurred in the transportation, documentation, warehousing, handling and sales directly related to the use of the State's surplus property disposal services by the Political Subdivision. The services to be provided under this agreement will be in the form of access to the use of the State Surplus Property disposal network. By acceptance of this agreement, the Political Subdivision agrees that the services to be provided will be used for official government business only.

Oregon Department of General Services
Intergovernmental Agreement
Surplus Property Disposal Services
Page 2

(b) A service fee representing 20% of the value received at sale will be applied to all assets sold through the State Surplus Property system. The services provided and charges incurred may be modified by execution of an amended Property Disposition Request agreed to by both parties.

(c) The State reserves the right to establish and or adjust resale prices of State Surplus Property to reflect fair market value. Fair market value will be established using methods that are generally accepted and used by the industry. This includes, but is not limited to, consulting vendors selling like goods, e.g. antique dealers and/or liquidators. Resale values established by the Political Subdivision will be honored for a period not to exceed thirty (30) days before fair market value adjustments are executed.

3. TERM.

This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until cancelled by one of the parties. However, in no event shall the term of this Agreement extend beyond a period of five (5) years from the date it becomes effective. The term of this Agreement may be extended or renewed if it is mutually agreeable to do so. Such extension or renewal shall be in writing with the term of extension or renewal specified.

4. CANCELLATION.

(a) This Agreement may be cancelled without liability or penalty, by either party, upon presentation of forty-five (45) days written notice. No such cancellation shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of cancellation.

(b) The State may cancel this Agreement immediately upon such notice as the State may provide, without liability or penalty, in the event funding sufficient to support the intergovernmental surplus property disposal services program is suspended, withdrawn, denied or terminated. The Manager of the Surplus Property Center within the Department of General Services shall have absolute discretion to determine the availability of sufficient funding, and may effect cancellation of this Agreement by delivery of written notice to the Political Subdivision. By mutual agreement of the parties, this Agreement may be amended to accommodate a reduction in the funding of either party.

5. RESPONSIBILITY OF THE POLITICAL SUBDIVISION.

(a) - It is understood that the utilization of the services authorized by this Agreement are elective on the part of the Political Subdivision.

(b) The Political Subdivision is responsible for providing the State with the necessary information to provide effective and accountable surplus property disposal services. This information would include, but not be limited to, the submission of complete, accurate and timely Property Disposition Requests and Property tags for each item/items submitted to the State system for disposal.

(c) The Political Subdivision agrees to allow all services fees applied by the State to be deducted from sale proceeds prior to their final disbursement.

(d) Under this agreement, the Political Subdivision becomes a subscriber to and user of the State Surplus Property disposal network, which belongs to and is used by the State of Oregon and its constituent agencies and divisions. The Political Subdivision will be treated, as nearly as practicable and possible, on a parity with state agencies and other political subdivisions that subscribe to and use this service.

6. RESPONSIBILITY OF THE STATE.

The State shall make every attempt to provide the Political Subdivision with satisfactory services on a parity with all other subscribers to and users of the State Surplus Property disposal network. The State will notify the Political Subdivision in writing at least thirty (30) days prior to any scheduled changes in services and or fees.

7. LIMITATION OF LIABILITY.

The Political Subdivision agrees that the State shall not be subject to any claim, action, or liability arising in any manner whatsoever out of any act or omission, interruption, or cessation of service under this Agreement. The State shall not be liable or responsible for any direct or consequential damages sustained by the Political Subdivision, including, but not limited to, delay, interruption of business activities, or lost receipts that may result in any manner whatsoever from any act or omission, interruption, or cessation of service.

Department of General Services
Intergovernmental Agreement
Surplus Property Disposal Services
Page 4

8. INDEMNIFICATION BY THE POLITICAL SUBDIVISION.

To the full extent authorized by statute or charter, the Political Subdivision shall indemnify, defend, and hold harmless the State of Oregon and the Department of General Services, its officers, divisions, agents, employees, and members from all claims, suits, or actions of any nature arising out of the negligent acts or omissions of the Political Subdivision, its officers, contractors, agents or employees under this Agreement.

9. INDEMNIFICATION BY THE STATE.

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 7 of the Oregon Constitution, State of Oregon shall indemnify the Political Subdivision and hold the Political Subdivision harmless from and against liability for damage to life, person or property arising solely from the negligence of the State of Oregon and the Department of General Services, its officers, division, agents, employees, and members in providing services to the Political Subdivision under this Agreement. Provided, the State of Oregon shall not be required to indemnify and hold Political Subdivision harmless from liability arising in any manner from the acts or omissions of Political Subdivision, its officers, contractors, agents, or employees.

10. ASSIGNMENT.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written approval of the other.

11. WAIVER.

The failure of either party to enforce any provisions of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent, similar breach.

Oregon Department of General Services
Intergovernmental Agreement
Surplus Property Disposal Services
Page 5

12. SEVERABILITY.

If any provisions of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. If any term or provision of this Agreement is declared by a court or tribunal of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13. ATTORNEY FEES.

In the event of a lawsuit of any kind is instituted in behalf of either party to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, each party shall be responsible for its own attorney fees and all related costs and disbursements incurred therein.

14. MERGER.

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made shall be effective only in the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

15. SIGNATURES.

Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have authority to execute this Agreement.

X _____
(signature)

(signature)

X _____
(title)

(title)

X _____
(date)

(date)

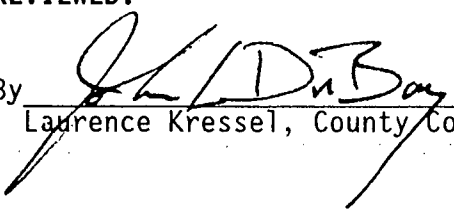
APPROVED AS TO
LEGAL SUFFICIENCY

W. Douglas Marshall
Asst. Attorney General

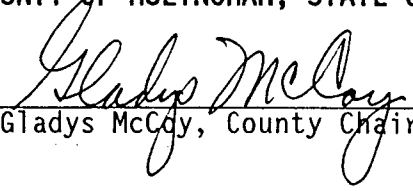
Date 5/16/91

Oregon Department of General Services
Intergovernmental Agreement
Surplus Property Disposal Services
Page 6

REVIEWED:

By  for
Laurence Kressel, County Counsel

COUNTY OF MULTNOMAH, STATE OF OREGON

By 
Gladys McCoy, County Chair

RATIFIED JUNE 11, 1992

By GLADYS McCOY

MULTNOMAH COUNTY COMMISSION CHAIR
Title

DATE SUBMITTED June 1, 1992

(For Clerk's Use)
Meeting Date JUN 1 1992
Agenda No. R2

REQUEST FOR PLACEMENT ON THE AGENDA

Informal Only * _____ (Date) Formal Only _____ (Date)

DEPARTMENT Management Support Services DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker TELEPHONE 248-5111

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

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

Request of the Board of County Commissioners, acting as PCRB, for approval of an exemption from public bidding on Key Entry III software installation programming from Southern Computer Systems, Inc.

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 _____

6/5/92 NOTICE TO PCRB list, cc
Lillie Walker
6/11/92 ORDERS to PCRB list,
copies to Lillie Walker

1992 JUN - 4 AM 11:50
MULTIOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

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

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

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

DATE SUBMITTED MAY 29, 1992

(For Clerk's Use)
Meeting Date JUN 11 1992
Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement for
Herman Miller Furnishings

Informal Only * _____ (Date) Formal Only _____ (Date)

DEPARTMENT Management Support Services

DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker

TELEPHONE 248-5111

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

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

Request of the Board of County Commissioners, acting as PCRB, for approval of an EXEMPTION FROM PUBLIC BIDDING OF KEY ENTRY III SOFTWARE INSTALLATION AND PRIGRAMMING FROM SOUTHERN COMPUTER SYSTEMS, INC.

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 _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

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

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

BOARD OF
COUNTY COMMISSIONERS
1992 JUN - 2 PM 3:24
MULTNOMAH COUNTY
OREGON

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



SOUTHERN COMPUTER SYSTEMS, INC.

May 6, 1992

Mr. John Riles
MULTNOMAH COUNTY
610 Southwest Alder Street
Room 515
Portland, OR 97205

Dear Mr. Riles:

Per your conversation with Dwight Martin and Raymond Griffin, SCS proposes to provide the services discussed in this letter.

SCS will provide complete network design services with regards to the data entry configuration needed to replace your existing system. The network design phase would include assistance in creating: file naming conventions, directory structures, batch control (data flow) procedures, client/server architecture and integration of communications with your mainframe. This includes investigation/selection of the appropriate hardware/software for your site. SCS will also provide training on the "DELA" programming language during the week of consultation. Included with this is the conversion of three of your Pertec jobs ("CHARC", "NALS" and "TAX-INCR") to KeyEntry III.

This project would require one week of on-site consultation/system integration, in addition to the work required in Birmingham. SCS will provide these services for a total charge of \$15,000. This price would include everything except any special hardware/software required for communications.

Mr. Riles, please give me a call to discuss any of these items and to schedule the project.

Sincerely,


Craig Kirby
Marketing Representative

RECEIVED
PURCHASING SECTION
92 MAY 20 AM 11:16
MULTNOMAH COUNTY

MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION

***** MEMORANDUM *****

MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION

FAX TRANSMITTAL COVER SHEET

Number of pages including Cover Sheet: 3 Date: 5/20TO: _____

_____TELEPHONE #: 1-248-5111Fax Phone #: 1-503-248-3252

ATTN:

ROGER BRUNO

FROM:

Multnomah County Oregon
Division of Assessment & Taxation
610 S.W. Alder Street, Room 515
Portland, Oregon 97205

Telephone #: 1-503-248 - 3345

Fax Phone #: 1-503-248- 3280

SENDER: Name

John Riles, Section _____, Phone Ext# 2324

MESSAGE:

Roger,
Please look at the
attached & let me
know what you think
Thanks, R

600 SW ALDER
PORTLAND OREGON 97205-3603
AN EQUAL OPPORTUNITY EMPLOYER

RECEIVED
PURCHASING SECTION

92 MAY 20 AM 11:16

MULTNOMAH COUNTY



MEMORANDUM

Date: May 21, 1992

To: Lillie Walker, Director of Purchasing
Multnomah County

From: John Riles, Technical Support Manager
Division of Assessment and Taxation

Re: Sole Source Exemption Request for Southern Computer Systems

We are requesting a sole source exemption for services to be provided by Southern Computer Systems, Inc.

In 1991, we purchased data entry software, Key Entry III, from Southern Computer Systems, Inc. We are now preparing to install the software, convert our existing programs, and link the data entry system to the ISD mainframe computer. In order to do this, we require expertise in Data Entry Language (DELA) that Southern Computer Systems (SCS) used to develop their programs and expertise in linking their system to mainframes such as ours. DELA is a proprietary computer language developed and used only by SCS for their Key Entry III product.

The work to install the software, convert some of our existing programs and develop additional software and communication links specific to our requirements will cost \$15,000.

Last year, we reviewed all available alternatives to replace our 15 year old data entry system. SCS was selected from a wide field for its cost effectiveness and appropriateness for the task. We are beginning the second phase of our project to replace the existing data entry system with Key Entry III, by SCS. Since we already own the software, it is most cost effective to use the SCS product, and to use their expertise to convert programs, design the communication link to the main frame, provide technical training in their system to our staff and develop the new system features we need.

After contacting three other vendors that currently perform data processing/systems work for Multnomah County (Prodata, Inc., Pacific Data Group, Inc., and Western Data Sciences) we have determined that the expertise in Data Entry Language (DELA) required to provide program conversion and development exists only with the system

developer, Southern Computer Systems. Therefore, we are requesting the sole source exemption.

We plan to issue the purchase order to SCS by June 15, 1992.

Copies:

Janice Druian
Jerry George
Marge Hough
Nita Lomax
Jim Lynch

RECEIVED
PURCHASING SECTION
92 MAY 27 PM 1:27
MULTNOMAH COUNTY



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, June 11, 1992, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from Public Bidding Key Entry III Software Installation and Programming from Southern Computer Systems, Inc.

A copy of the application is attached.

For additional information, please contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-3277.

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

Deborah Bogstad
Office of the Board Clerk

0044C/1/db
enclosure
cc: Lillie Walker

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

In the Matter of Exempting From)
Public Bidding Key Entry III Software)
Installation and Programming From) A P P L I C A T I O N
Southern Computer Systems, Inc.)

Application to the Public Contract Review Board on behalf of a request from the Department of Environmental Services, Division of Assessment and Taxation, pursuant to the Multnomah County Public Contract Review Board's Administrative Rule AR 10.100 and ORS 279.015(3)(a) through (5)(b), to review an exemption to contract with Southern Computer Systems to provide the installation, conversion, program writing and linking to the ISD mainframe of Key Entry III software in Data Entry Language for the Division of Assessment and Taxation. The cost of the work to install the software, convert programs and develop additional software and communication links is \$15,000.00.

This request constitutes a single source for the following reasons:

1. It is based upon the fact that Assessment and Taxation is currently using Key Entry III software purchased last year through the RFP process from Southern Computer Systems, Inc.
2. Southern Computer Systems is the proprietary supplier and originator of the computer language (Data Entry Language) that this software uses.
3. Southern Computer Systems is the only vendor with the knowledge and expertise to work with their own computer language as determined by contacting our current data processing contractors.

The granting of this exemption does not constitute favoritism due to the fact that no other vendor can accomplish this task.

Dated this 29th day of May, 1992.

Lillie Walker
Lillie Walker, Director
Purchasing, Contracts, and

Attachments

c: Franna Ritz



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, June 11, 1992 and approved Order 92-103 in the Matter of Exempting from Public Bidding Key Entry III Software Installation and Programming from Southern Computer Systems, Inc.

A copy of the Order is attached.

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

Deborah Bogstad
Office of the Board Clerk

0044C/4/db
enclosure
cc: Lillie Walker
6/11/92

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

In the Matter of Exempting From)
Public Bidding Key Entry III Software)
Installation and Programming From) O R D E R 92-103
Southern Computer Systems, Inc.)

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015(3)(a) through (5)(b) and AR 10.100, an exemption to contract with Southern Computer Systems to provide the installation, conversion, program writing and linking to the ISD mainframe of Key Entry III software in data entry language for the Division of Assessment and Taxation. The cost of the work to install the software, convert programs and develop additional software and communication links is \$15,000.00.

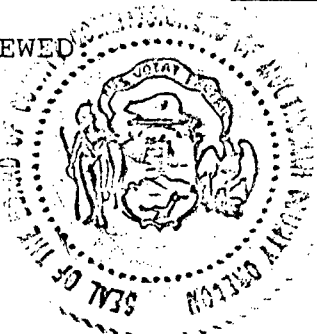
It appearing to the Board that this request for exemption, as it appears in this order, is based upon the fact that Assessment and Taxation is currently using Key Entry III software purchased last year through the RFP process and that Southern Computer Systems, Inc. is the proprietary vendor and the only one with the knowledge and expertise to work with their own computer language (Data Entry Language), as determined by contacting our current data processing contractors.

It appearing to the Board that this exemption is in accord with the requirements of ORS 279.015(3)(a) through (5)(b) and PCRB Rules AR 10.100; now, therefore,

IT IS ORDERED that the installation, conversion, writing and linkage of the Key Entry III software be exempted from the requirement of formal competitive bidding.

Dated this 11th day of June, 1992.

REVIEWED



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

By Gladys McCoy
Gladys McCoy, County Chair

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. DuBay
Assistant County Counsel
John L. DuBay

DATE SUBMITTED MAY 29 1992

(For Clerk's Use)
Meeting Date JUN 1 1 1992
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Informal Only * _____ (Date) Formal Only _____ (Date)

DEPARTMENT Management Support Services DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker TELEPHONE 248-5111

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

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

Request of the Board of County Commissioners, acting as PCRB, for approval of an EXEMPTION FROM PUBLIC BIDDING FOR VIDEO IMAGING HARDWARE AND SOFTWARE WITH XIMAGE CORPORATION.

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 _____

6/5/92 NOTICES to PCRB list; cc Lillie Walker
6/11/92 ORDERS to PCRB list; copies to
Lillie Walker

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL _____

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

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

BOARD OF
COUNTY COMMISSIONERS
1992 JUN - 2 PM 3:24
MULTNOMAH COUNTY
OREGON

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



Multnomah County Sheriff's Office

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

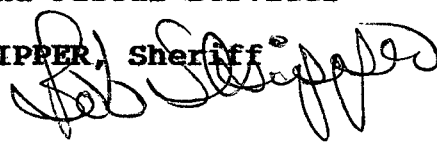
ROBERT G. SKIPPER
SHERIFF

(503) 255-3600

MEMORANDUM

TO: Lilly Walker, Manager
Purchasing Section

cc: Management and Fiscal Services

FROM: ROBERT G. SKIPPER, Sheriff 

DATE: May 15, 1992

SUBJECT: REQUEST FOR PCRB CONTRACT EXEMPTION

The purpose of this memo is to request a sole source exemption for the purchase of video imaging hardware and software through XImage Corporation.

Corrections and Information Systems Division staff have spent many hours viewing and evaluating the TFP, Edicon and XImage video imaging systems. These systems were viewed in two cities in Washington, one in Oregon and three in California. Clearly, the XImage ForceField system currently operating in Clackamas County is the best. It is specifically designed to accommodate law enforcement related images in large databases. The immediate connectivity/networking and instant database (Clackamas Co.) feature of the XImage system make it truly unique.

The TFP and Edicon systems would not meet the needs of the agency for several reasons. The following list represents a few of the reasons why XImage is our sole source and was selected over TFP and Edicon.

Edicon

1. Connectivity - limitations on the mainframe interface by use of an ASCII batch file is viewed as too restrictive and not a workable interface.
2. Flexibility - the need to contract with Edicon to add fields to the database or perform other minor changes limits growth.

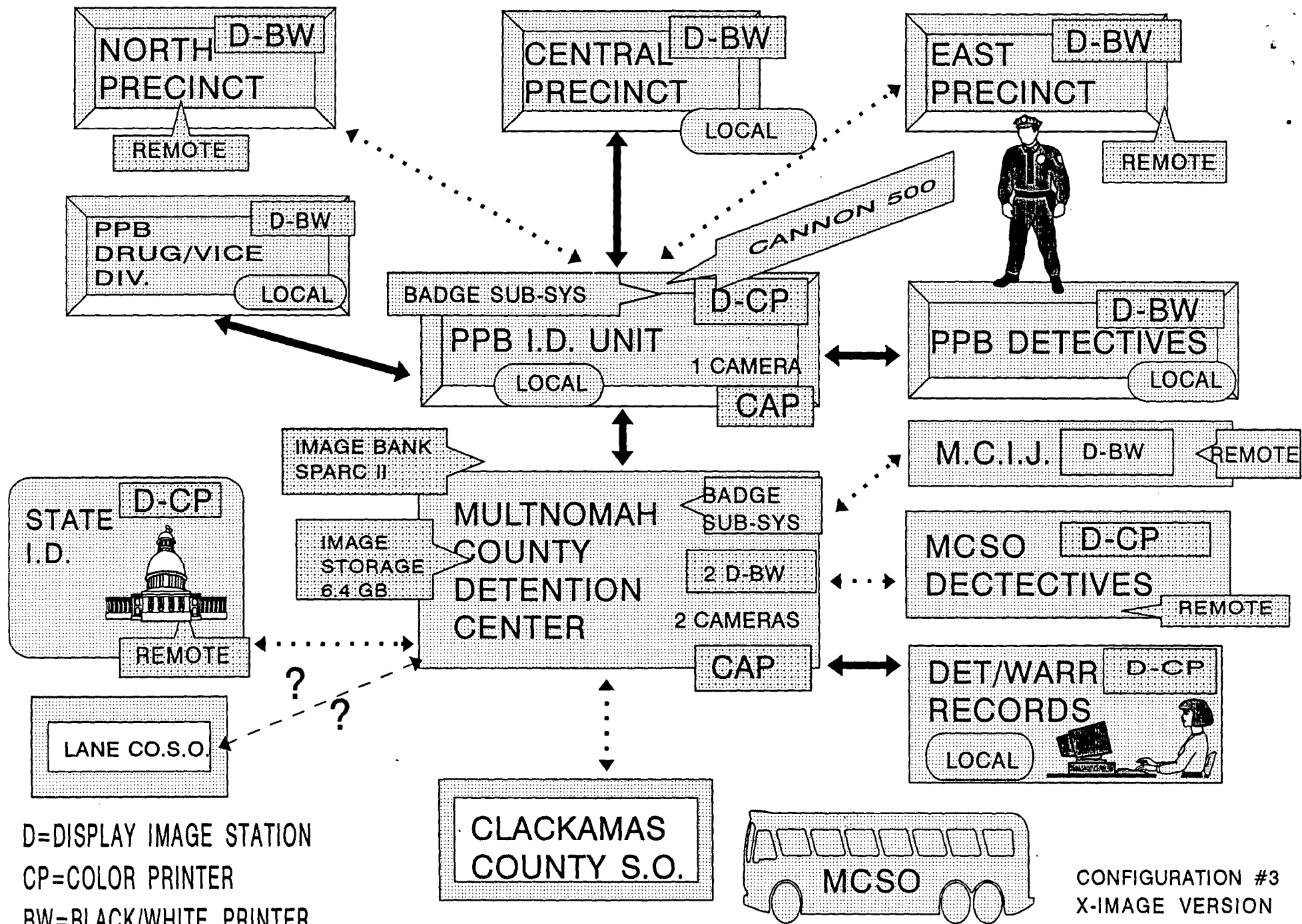
3. Recovery & Backup - requires an Edicon engineer to perform any recovery strategies when this should be an internal staff function.

TFP

1. Multi-tasking - limitations on the use of the system when performing a single function is too restrictive and would not efficiently support our image volume.
2. Double Monitor - requires one monitor for the image and another for the text which would not effectively utilize our space.
3. Image Quality - the images produced from this system were not as clear as those produced from any of the other systems.

In conclusion, XImage has multi-task/user capability, real-time data interface between the ForceField system and jail management systems, easy re-configuration of a set of fields, single monitors, immediate service and good quality prints.

Oregon is leading in the current implementation of information sharing projects. The ForceField system would greatly enhance our law enforcement techniques and jail management methods. This particular purchase would be a cooperative purchase between Multnomah County, Portland Police Bureau and the Oregon State Police, Identification Section (see attached chart).



CONFIGURATION #3
X-IMAGE VERSION
5/14/92J.SCHWEITZER



XIMAGE CORPORATION FORCEFIELD II

DETAIL PRICING FOR THREE AGENCIES, OR

ImageBank Shared with Portland Police Dept.,
Multnomah Detention Center & Oregon State Police

Component	Unit Price	QTY				Total Price
		P	M	S	T	
Display ImageStations	14,451	6	5	1	12	173,412
High Res. Video Capture Camera Sub-system	8,962	1	1	1	3	26,886
Remote Camera Capture sub-system	9,662	0	1	0	1	9,662
Badge Making Sub-system	2,054	1	1	1	3	6,162
Camera Scanner/Copy Stand (Pos & Neg) Sub-sys	14,682	1	0	0	1	14,682
Kodak 4 x 5 Color Printer & Finisher Sub-system	6,339	0	2	1	3	19,017
Mitsubishi 8 1/2 x 10 Color Printer Sub-system	11,679	0	0	1	1	11,679
HP LJ III Laser Printer B/W Sub-system	3,400	5	4	1	10	34,000
Remote Camera Pan & Tilt Sub-system	1,211	1	2	0	3	3,633
Vid/IO Sub-system	2,040	1	0	1	2	4,080
Three point Lighting for 18% grey Background	1,268	1	2	0	3	3,804
Fingerprint Scanner (1 print/scan) Sub-system	4,304	1	1	0	2	8,608
Reflective Pedestal (Capture ImageStation)	685	1	2	0	3	2,055
Sub Total Price	158,912	129,843	48,925			317,680

Canon CLC500 Color Printer Sub-system	75,000	1	0	0	1	75,000
56 Kbps Bridge Link (2 ends less 56 Kbps Line)	7,686	2	3	1	6	46,116
ImageBank /ImageStorage	141,546	.493	.493	.014	1.000	141,546
Additional Optical Drive	17,766	.500	.500	.000	1.000	17,766

Sub Total Price 169,028 101,714 9,686 280,428

Total Price 307,940 231,557 58,611 598,108

Installation, Training & Shipping Included

First Year Hardware Maintenance Included

First Year Customer Support & Software Maintenance Included

TOTAL PRICE & FIRST YEAR MAINTENANCE 307,940 231,557 58,611 598,108

Software Driver for Cannon CLC500 Color Printer

Included

Two -way Interface software for Amdahl Host

Included

Notes:

Customer Support & Software Maintenance is based on 24 Hours 7 Days a Week.

Hardware Maintenance is based on 24 Hours 7 Days a Week (Critical Items).



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, June 11, 1992, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from Public Bidding Video Imaging Hardware and Software with XImage Corporation.

A copy of the application is attached.

For additional information, please contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-3277.

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

Deborah Bogstad
Office of the Board Clerk

0044C/1/db
enclosure
cc: Lillie Walker

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

In the Matter of Exempting From)
Public Bidding Video Imaging Hardware) A P P L I C A T I O N
and Software With Ximage Corporation)

Application to the Public Contract Review Board on behalf of a request from the Department of Justice Services, Sheriff's Office, pursuant to the Multnomah County Public Contract Review Board's Administrative Rule AR 10.100 and ORS 279.015(3)(a) through (5)(b), to review an exemption to contract with Ximage Corporation to provide, purchase, install and maintain a video imaging system for the Multnomah County Sheriff's Office. The purchase will be paid for jointly by Multnomah County, the Portland Police Bureau and the Oregon State Police. The total amount of the contract, with the first year maintenance, is \$598,108.00. Multnomah County's portion of this amount is \$101,714.00.

This request constitutes a single source for the following reasons:

1. It is based upon the fact that Clackamas County is currently using the Ximage system and it has been picked for use by the City of Portland Police and the State of Oregon Police.
2. In order for Multnomah County to have compatibility, connectivity and networking with other law enforcement agencies, Ximage Corporation is the only provider that will allow for this.
3. By purchasing this system jointly with the City of Portland Police and the State of Oregon Police, Multnomah County will realize a considerable cost savings under the cost of bidding and purchasing a system, the total cost of which Multnomah County will have to bear.

The granting of this exemption does not constitute favoritism due to the fact that it is based on compatibility with other law enforcement agencies, and it is the most expeditious method to accomplish the purchase.

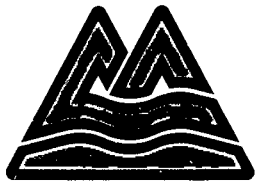
Dated this 29th day of May, 1992.

F. W. Walpo

Lillie Walker, Director
Purchasing, Contracts, and Stores

Attachments

c: Franna Ritz



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, June 11, 1992 and approved Order 92-104 in the Matter of Exempting from Public Bidding Video Imaging Hardware and Software with XImage Corporation.

A copy of the Order is attached.

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

Deborah Bogstad
Office of the Board Clerk

0044C/3/db
enclosure
cc: Lillie Walker
6/11/92

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

In the Matter of Exempting From
Public Bidding Video Imaging Hardware
and Software With Ximage Corporation)
O R D E R 92-104)

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015(3)(a) through (5)(b) and AR 10.100, an exemption to contract with Ximage Corporation to provide, purchase, install and maintain a video imaging system for the Multnomah County Sheriff's Office. The purchase will be paid for jointly by Multnomah County, the Portland Police Bureau and the Oregon State Police. The total amount of the contract, with the first year maintenance, is \$598,108.00. Multnomah County's portion of this amount is \$101,714.00.

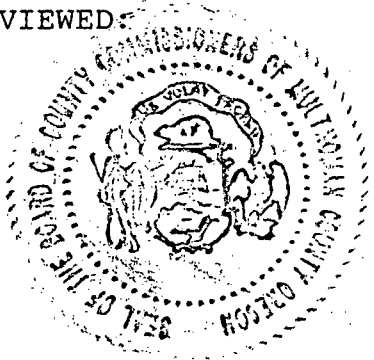
It appearing to the Board that this request for exemption, as it appears to the Board, is based upon the fact that Clackamas County is currently using the Ximage system and it has been picked for use by the City of Portland Police and the State of Oregon Police. In order for Multnomah County to have compatibility, connectivity and networking with other law enforcement agencies, Ximage Corporation is the only provider that will allow this.

It appearing to the Board that this exemption is in accord with the requirements of ORS 279.015(3) through (5)(b) and PCRB Rules AR 10.100; now, therefore,

IT IS ORDERED that the purchase of the video imaging system be exempted from the requirement of formal competitive bidding.

Dated this 11th day of June, 1992.

REVIEWED:



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

By Gladys McCoy
Gladys McCoy, County Chair

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. DuBay
Assistant County Counsel
John L. DuBay

Meeting Date: MAY 14 1992 MAY 21 1992

Agenda No.: R-8 R-4

(Above space for Clerk's Office Use)

JUN 04 1992

R-5
JUN 11 1992
R-4

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: OLCC application and renewal amendment

BCC Informal May 12 BCC Formal May 14
(date) (date)
DEPARTMENT ~~DES~~ *Cond.* DIVISION A & T
CONTACT Mike Delman TELEPHONE 248-5219
PERSON(S) MAKING PRESENTATION Sandra Duffy & Mike Delman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Amendments to MCC 5.10.020 to require payment of property taxes to obtain a recommendation for approval from the sheriff for an OLCC license or renewal application.

*6/2/92 copies to Ordinance
Distribution List; Mike Delman
& Sandra Duffy*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *[Signature]*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY - 7 AM 9:18

ORDINANCE FACT SHEET

Ordinance Title: An ordinance amending Multnomah County Code 5.10.020

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

Requires the MCSO to check with the County Department of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing and to recommend denial of the application for such delinquency.

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

none

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

unknown

What is the fiscal impact, if any?

Increased collections of personal and/or real property taxes due.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Delmon

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: [Signature]

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

An ordinance amending Multnomah County Code 5.10.020(B) and (C) requiring the Multnomah County Sheriff's Office to check with the County Division of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing for the premises and to recommend denial of the application for such delinquency unless a plan to cure the delinquency is approved by the Division of Assessment and Taxation.

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

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

A. ORS 471.210 and the Administrative Rules of the Oregon Liquor Control Commission (OLCC) authorize the Board of County Commissioners (the Board) to make recommendations to such Commission concerning the issuance of liquor licenses for premises located within unincorporated Multnomah County.

B. In addition to the Procedures already set out in MCC 5.10.020, the Board finds that it is in the public interest to require that applicants pay their property taxes when due and failure to do so is a basis to deny an application.

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1 SECTION 2. AMENDMENTS.

2 5.10.020. Liquor license processing fees.

3 The purposes of this chapter [section] are to
4 establish the principal criteria which shall be
5 considered by the board of county commissioners, and its
6 designee, the Multnomah County sheriff, in making
7 recommendations to the Oregon liquor control commission
8 concerning the granting, denying, modifying or renewing
9 of all liquor licenses for premises within unincorporated
10 Multnomah County and to establish a process, to be
11 utilized for the investigation of such license applicants
for the purpose of making such recommendations, that is
fair, effective and efficient. This chapter is necessary
to insure that all premises licensed to sell or dispense
liquor in any form meet the high expectations of this
community, [and] that all businesses are conducted in a
lawful manner that does not unreasonably disturb the
peace and tranquility of this county and its
neighborhoods.

12 (A) Application procedure.

13 (1) Any applicant for any license who is required by
14 the Oregon liquor control commission to have a
15 recommendation from Multnomah County concerning the
16 suitability of such application shall present the
17 license application forms prescribed by the OLCC to
the Multnomah County sheriff's office for the
purpose of obtaining the recommendation of the
county concerning such a license.

18 (2) For the purpose of conducting the investigation to
19 ascertain pertinent information bearing upon such
20 county recommendations, the sheriff's office may
21 require such other information in addition to that
22 provided upon the OLCC application forms as it
deems appropriate.

23 (3) The sheriff's office shall accept liquor license
24 applications only when the following conditions are
25 met:

26 (a) All required forms are properly completed and
in order; and

(b) The processing fee, as allowed by the Oregon
Revised Statutes, has been paid according to
the following chart:

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Original application.....\$ 35.00 [\$100.00]

Change in ownership/
change in location/
change in privilege 35.00 [75.00]

Renewal [and temporary]..... 35.00

Temporary Free

(B) *Investigation of applications.* The Multnomah County sheriff's office shall coordinate and conduct an investigation of each application for the purpose of determining what recommendation shall be made to the board of county commissioners, using the following procedures:

- (1) All applicants shall be checked for any and all prior arrest records or violations of OLCC regulations;
- (2) All applicants shall be checked for prior community relations problems under another license;
- (3) The business locations shall be examined and must be in the best interests of the community;
- (4) All renewal applications shall be reviewed and checked for prior negative impact on the community;
- (5) All new outlets, or change of location/privilege shall be referred to the zoning section for verification of the proposed use under MCC 11.15; and
- (6) All new and renewal applications shall be checked through the Division of Assessment and Taxation to determine whether there are delinquent personal or real property taxes due and owing for the premises. If there are tax delinquencies the applicant must work out a plan satisfactory to Assessment and Taxation for curing the delinquencies.

(C) *Sheriff's recommendations.* Upon completion of the investigation procedures by the Multnomah County sheriff's office, the sheriff will forward to the board of county commissioners a recommendation of

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1 approval or denial. The clerk of the board then
2 places the matter on the board's agenda, in order
3 that the board may then make a recommendation of
4 approval or denial to the OLCC.

5 The sheriff may make a recommendation of denial to
6 the board of county commissioners regarding any
7 application if:

- 8 (1) The applicant's record reflects a pattern of
9 violation of the alcoholic liquor laws of this
10 state;
- 11 (2) The applicant has a history of use of
12 controlled substances or use of alcoholic
13 beverages to excess;
- 14 (3) The record of the applicant shows a
15 violation(s) of criminal law(s) or
16 ordinances(s) connected in time, place or
17 manner with a liquor establishment or which
18 demonstrate a disregard for law;
- 19 (4) The applicant has maintained, or allowed to
20 exist, an establishment which creates or is a
21 public nuisance under the ordinances of the
22 county or laws of the state or in which any
23 violation of the provisions of the county
24 Code, for [or] federal or state law relating
25 to minors, gambling, obscenity, controlled
26 substances, prostitution or alcoholic
beverages, or chapters 163, 164, 165 and 166
of Oregon Revised Statutes have occurred, or
which creates an increase in disorderly or
violent acts, litter, noise, vandalism,
vehicular or pedestrian traffic congestion or
other location problems, in the reasonable
proximity of such premises;
- (5) The applicant's premises are not maintained in
reasonable repair, both interior and exterior,
and kept clean and free of litter, rubbish,
and dirt;
- (6) The applicant's premises are found to be a
nuisance under the terms of title 7 of this
Code;
- (7) In the case of an application for a new
license or for an increase in liquor selling
or dispensing privilege, there are sufficient

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licensing [licensed] premises in the locality set out in the application and the license is not demanded by public interest or convenience;

(8) The licensing of the premises would not be in the best interests of the community because of a history of illegal activities, altercations, noisy conduct, or other disturbances in or around the premises;

(9) The applicant has demonstrated an unwillingness or inability to cooperate with county agencies and/or neighbors in resolving community disputes related to a licensed establishment;

(10) If the zoning section finds that the proposed new outlet, or change of location/privilege is found to be in violation of the MCC 11.15. However, the applicant may file an application for change of zone, conditional use, per MCC 11.15 which would permit such use;

(11) If there are delinquent real or personal property taxes due and owing for the premises at the time of application or renewal, and if there is no plan for removing the delinquency which has been approved by the Department of Assessment and Taxation, a recommendation of denial is mandatory. If an approved plan exists, the tax delinquency shall not be used as a basis for a negative recommendation by the sheriff; and

(12) If there is any other specific reason consistent with the purposes of this chapter which may, in the opinion of the sheriff, warrant an adverse report to the board based upon public health, safety, welfare, convenience or necessity.

(D) *Notification of sheriff's recommendation.* When the sheriff makes a recommendation for denial of any application, the clerk of the board shall notify, by certified mail, the applicant, the OLCC, and the sheriff of the hearing date, place and time at least one week before such hearing takes place. The presiding officer of the board may also contact the neighborhood associations concerned.

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1 When the sheriff makes a recommendation for
2 approval of an application for which the sheriff's
3 office or the board has received complaints or
4 concerns from citizens or other business
5 establishments, or for which there may be other
6 controversy, the clerk of the board shall notify
7 those concerned citizens or business establishments
8 and the applicant of the hearing date, place and
9 time.

6 (E) *Board hearing procedures.* When the board has
7 scheduled a hearing on any liquor license
8 application, such applicant shall be given a
9 reasonable opportunity to be heard and address
10 concerns raised by the sheriff, the board of county
11 commissioners, and persons or groups appearing in
12 opposition to such an application. The board's
13 recommendation of approval or denial of such
14 application, based upon a determination of what
15 course of action best serves the interest of the
16 citizens of the county, shall be final.

12 (F) *Reconsideration of applications.* After having made
13 a recommendation of denial on any liquor license
14 application, the sheriff and the board of county
15 commissioners shall not consider any new
16 application for the same location by the same or
17 substantially the same applicant for a period of at
18 least six months or while such applicant has
19 pending an appeal in court or in a state
20 administrative agency related to such a license.
21 Notwithstanding, the sheriff may reconsider and/or
22 resubmit such an application to the board in less
23 than six months if it is reasonably believed that a
24 recommendation of denial has substantially changed,
25 and no court or administrative appeal of such
26 license is pending.

20 (G) *Sheriff's approval of temporary license*
21 *applications.* On any application for a temporary
22 liquor license which will be in effect for five
23 days or less review by the board of county
24 commissioners shall not be automatically required.
25 The sheriff is hereby given authority to make a
26 recommendation of approval to the Oregon liquor
control commission on such applications. If the
sheriff recommends denial of any application for a
temporary license, the application shall be

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1 reviewed by the board of county commissioners as
2 outlined in subsections (D) and (E) of this
3 section.

4 ADOPTED this ____ day of _____, 1992.

5 (SEAL)

6 By _____
7 Gladys McCoy, Chair
8 Multnomah County, Oregon

9 REVIEWED:

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

12 By Sandra N. Duffy
13 Sandra N. Duffy
14 Assistant County Counsel

15 P:\FILES\266SND.ORD\mw

16 05/28/92:1

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MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

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

An ordinance amending Multnomah County Code 5.10.020(B) and (C) requiring the Multnomah County Sheriff's Office to check with the County Department of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing and to recommend denial of the application for such delinquency.

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

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

A. ORS 471.210 and the Administrative Rules of the Oregon Liquor Control Commission (OLCC) authorize the Board of County Commissioners (the Board) to make recommendations to such Commission concerning the issuance of liquor licenses for premises located within unincorporated Multnomah County.

B. In addition to the Procedures already set out in MCC 5.10.020, the Board finds that it is in the public interest to require that applicants pay their property taxes when due and failure to do so is a basis to deny an application.

SECTION 2. AMENDMENTS.

5.10.020. Liquor license processing fees.

The purposes of this chapter [section] are to establish the principal criteria which shall be considered by the board of county commissioners, and its

05/07/92:1

designee, the Multnomah County sheriff, in making recommendations to the Oregon liquor control commission concerning the granting, denying, modifying or renewing of all liquor licenses for premises within unincorporated Multnomah County and to establish a process, to be utilized for the investigation of such license applicants for the purpose of making such recommendations, that is fair, effective and efficient. This chapter is necessary to insure that all premises licensed to sell or dispense liquor in any form meet the high expectations of this community, [and] that all businesses are conducted in a lawful manner that does not unreasonably disturb the peace and tranquility of this county and its neighborhoods.

(A) *Application procedure.*

(1) Any applicant for any license who is required by the Oregon liquor control commission to have a recommendation from Multnomah County concerning the suitability of such application shall present the license application forms prescribed by the OLCC to the Multnomah County sheriff's office for the purpose of obtaining the recommendation of the county concerning such a license.

(2) For the purpose of conducting the investigation to ascertain pertinent information bearing upon such county recommendations, the sheriff's office may require such other information in addition to that provided upon the OLCC application forms as it deems appropriate.

(3) The sheriff's office shall accept liquor license applications only when the following conditions are met:

(a) All required forms are properly completed and in order; and

(b) The processing fee, as allowed by the Oregon Revised Statutes, has been paid according to the following chart:

Original application.....\$100.00

Change in ownership/
change in location/
change in privilege 75.00

Renewal or temporary 35.00

05/07/92:1

1 (B) *Investigation of applications.* The Multnomah
2 County sheriff's office shall coordinate and
3 conduct an investigation of each application for
4 the purpose of determining what recommendation
5 shall be made to the board of county commissioners,
6 using the following procedures:

7 (1) All applicants shall be checked for any and
8 all prior arrest records or violations of OLCC
9 regulations;

10 (2) All applicants shall be checked for prior
11 community relations problems under another
12 license;

13 (3) The business locations shall be examined and
14 must be in the best interests of the
15 community;

16 (4) All renewal applications shall be reviewed and
17 checked for prior negative impact on the
18 community;

19 (5) All new outlets, or change of
20 location/privilege shall be referred to the
21 zoning section for verification of the
22 proposed use under MCC 11.15; and

23 (6) All new and renewal applications shall be
24 checked through the Department of Assessment
25 and Taxation to determine whether there are
26 delinquent personal or real property taxes due
and owing for the premises.

(C) *Sheriff's recommendations.* Upon completion of the
investigation procedures by the Multnomah County
sheriff's office, the sheriff will forward to the
board of county commissioners a recommendation of
approval or denial. The clerk of the board then
places the matter on the board's agenda, in order
that the board may then make a recommendation of
approval or denial to the OLCC.

The sheriff may make a recommendation of denial to
the board of county commissioners regarding any
application if:

(1) The applicant's record reflects a pattern of
violation of the alcoholic liquor laws of this
state;

05/07/92:1

- (2) The applicant has a history of use of controlled substances or use of alcoholic beverages to excess;
- (3) The record of the applicant shows a violation(s) of criminal law(s) or ordinances(s) connected in time, place or manner with a liquor establishment or which demonstrate a disregard for law;
- (4) The applicant has maintained, or allowed to exist, an establishment which creates or is a public nuisance under the ordinances of the county or laws of the state or in which any violation of the provisions of the county Code, for [or] federal or state law relating to minors, gambling, obscenity, controlled substances, prostitution or alcoholic beverages, or chapters 163, 164, 165 and 166 of Oregon Revised Statutes have occurred, or which creates an increase in disorderly or violent acts, litter, noise, vandalism, vehicular or pedestrian traffic congestion or other location problems, in the reasonable proximity of such premises;
- (5) The applicant's premises are not maintained in reasonable repair, both interior and exterior, and kept clean and free of litter, rubbish, and dirt;
- (6) The applicant's premises are found to be a nuisance under the terms of title 7 of this Code;
- (7) In the case of an application for a new license or for an increase in liquor selling or dispensing privilege, there are sufficient licensing [licensed] premises in the locality set out in the application and the license is not demanded by public interest or convenience;
- (8) The licensing of the premises would not be in the best interests of the community because of a history of illegal activities, altercations, noisy conduct, or other disturbances in or around the premises;
- (9) The applicant has demonstrated an unwillingness or inability to cooperate with

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county agencies and/or neighbors in resolving community disputes related to a licensed establishment;

(10) If the zoning section finds that the proposed new outlet, or change of location/privilege is found to be in violation of the MCC 11.15. However, the applicant may file an application for change of zone, conditional use, per MCC 11.15 which would permit such use;

(11) If there are delinquent real or personal property taxes due and owing at the time of application or renewal, a recommendation of denial is mandatory; and

(12) If there is any other specific reason consistent with the purposes of this chapter which may, in the opinion of the sheriff, warrant an adverse report to the board based upon public health, safety, welfare, convenience or necessity.

(D) *Notification of sheriff's recommendation.* When the sheriff makes a recommendation for denial of any application, the clerk of the board shall notify, by certified mail, the applicant, the OLCC, and the sheriff of the hearing date, place and time at least one week before such hearing takes place. The presiding officer of the board may also contact the neighborhood associations concerned.

When the sheriff makes a recommendation for approval of an application for which the sheriff's office or the board has received complaints or concerns from citizens or other business establishments, or for which there may be other controversy, the clerk of the board shall notify those concerned citizens or business establishments and the applicant of the hearing date, place and time.

(E) *Board hearing procedures.* When the board has scheduled a hearing on any liquor license application, such applicant shall be given a reasonable opportunity to be heard and address concerns raised by the sheriff, the board of county commissioners, and persons or groups appearing in opposition to such an application. The board's recommendation of approval or denial of such application, based upon a determination of what

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1 course of action best serves the interest of the
2 citizens of the county, shall be final.

3 (F) *Reconsideration of applications.* After having made
4 a recommendation of denial on any liquor license
5 application, the sheriff and the board of county
6 commissioners shall not consider any new
7 application for the same location by the same or
8 substantially the same applicant for a period of at
9 least six months or while such applicant has
10 pending an appeal in court or in a state
11 administrative agency related to such a license.
12 Notwithstanding, the sheriff may reconsider and/or
13 resubmit such an application to the board in less
14 than six months if it is reasonably believed that a
15 recommendation of denial has substantially changed,
16 and no court or administrative appeal of such
17 license is pending.

18 (G) *Sheriff's approval of temporary license*
19 *applications.* On any application for a temporary
20 liquor license which will be in effect for five
21 days or less review by the board of county
22 commissioners shall not be automatically required.
23 The sheriff is hereby given authority to make a
24 recommendation of approval to the Oregon liquor
25 control commission on such applications. If the
26 sheriff recommends denial of any application for a
temporary license, the application shall be
reviewed by the board of county commissioners as
outlined in subsections (D) and (E) of this
section.

ADOPTED this _____ day of _____, 1992.

(SEAL)

By _____
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____

Sandra N. Duffy
Assistant County Counsel

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05/07/92:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

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

An ordinance amending Multnomah County Code MCC 5.10.020(B) and (C) requiring the Multnomah County Sheriff's Office to check with the County Department of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing and to recommend denial of the application for such delinquency.

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

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

A. ORS 471.210 and the Administrative Rules of the Oregon Liquor Control Commission (OLCC) authorize the Board of County Commissioners (the Board) to make recommendations to such Commission concerning the issuance of liquor licenses for premises located within ~~unincorporated~~ Multnomah County.

B. In addition to the Procedures already set out in MCC 5.10.020, the Board finds that it is in the public interest to require that applicants pay their property taxes when due and failure to do so is a basis to deny an application.

SECTION 2. AMENDMENTS.

5.10.020. Liquor license processing fees.

The purposes of this chapter [section] are to establish the principal criteria which shall be considered by the board of county commissioners, and its

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MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

DRAFT

designee, the Multnomah County sheriff, in making recommendations to the Oregon liquor control commission concerning the granting, denying, modifying or renewing of all liquor licenses for premises within unincorporated Multnomah County and to establish a process, to be utilized for the investigation of such license applicants for the purpose of making such recommendations, that is fair, effective and efficient. This chapter is necessary to insure that all premises licensed to sell or dispense liquor in any form meet the high expectations of this community, [and] that all businesses are conducted in a lawful manner that does not unreasonably disturb the peace and tranquility of this county and its neighborhoods.

(A) *Application procedure.*

(1) Any applicant for any license who is required by the Oregon liquor control commission to have a recommendation from Multnomah County concerning the suitability of such application shall present the license application forms prescribed by the OLCC to the Multnomah County sheriff's office for the purpose of obtaining the recommendation of the county concerning such a license.

(2) For the purpose of conducting the investigation to ascertain pertinent information bearing upon such county recommendations, the sheriff's office may require such other information in addition to that provided upon the OLCC application forms as it deems appropriate.

(3) The sheriff's office shall accept liquor license applications only when the following conditions are met:

(a) All required forms are properly completed and in order; and

(b) The processing fee, as allowed by the Oregon Revised Statutes, has been paid according to the following chart:

Original application.....\$100.00

Change in ownership/
change in location/
change in privilege 75.00

Renewal or temporary 35.00

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(B) *Investigation of applications.* The Multnomah County sheriff's office shall coordinate and conduct an investigation of each application for the purpose of determining what recommendation shall be made to the board of county commissioners, using the following procedures:

- (1) All applicants shall be checked for any and all prior arrest records or violations of OLCC regulations;
- (2) All applicants shall be checked for prior community relations problems under another license;
- (3) The business locations shall be examined and must be in the best interests of the community;
- (4) All renewal applications shall be reviewed and checked for prior negative impact on the community;
- (5) All new outlets, or change of location/privilege shall be referred to the zoning section for verification of the proposed use under MCC 11.15; and
- (6) All new and renewal applications shall be checked through the Department of Assessment and Taxation to determine whether there are delinquent personal or real property taxes due and owing for the premises.

(C) *Sheriff's recommendations.* Upon completion of the investigation procedures by the Multnomah County sheriff's office, the sheriff will forward to the board of county commissioners a recommendation of approval or denial. The clerk of the board then places the matter on the board's agenda, in order that the board may then make a recommendation of approval or denial to the OLCC.

The sheriff may make a recommendation of denial to the board of county commissioners regarding any application if:

- (1) The applicant's record reflects a pattern of violation of the alcoholic liquor laws of this state;

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- (2) The applicant has a history of use of controlled substances or use of alcoholic beverages to excess;
- (3) The record of the applicant shows a violation(s) of criminal law(s) or ordinances(s) connected in time, place or manner with a liquor establishment or which demonstrate a disregard for law;
- (4) The applicant has maintained, or allowed to exist, an establishment which creates or is a public nuisance under the ordinances of the county or laws of the state or in which any violation of the provisions of the county Code, for [or] federal or state law relating to minors, gambling, obscenity, controlled substances, prostitution or alcoholic beverages, or chapters 163, 164, 165 and 166 of Oregon Revised Statutes have occurred, or which creates an increase in disorderly or violent acts, litter, noise, vandalism, vehicular or pedestrian traffic congestion or other location problems, in the reasonable proximity of such premises;
- (5) The applicant's premises are not maintained in reasonable repair, both interior and exterior, and kept clean and free of litter, rubbish, and dirt;
- (6) The applicant's premises are found to be a nuisance under the terms of title 7 of this Code;
- (7) In the case of an application for a new license or for an increase in liquor selling or dispensing privilege, there are sufficient licensing [licensed] premises in the locality set out in the application and the license is not demanded by public interest or convenience;
- (8) The licensing of the premises would not be in the best interests of the community because of a history of illegal activities, altercations, noisy conduct, or other disturbances in or around the premises;
- (9) The applicant has demonstrated an unwillingness or inability to cooperate with

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county agencies and/or neighbors in resolving community disputes related to a licensed establishment;

(10) If the zoning section finds that the proposed new outlet, or change of location/privilege is found to be in violation of the MCC 11.15. However, the applicant may file an application for change of zone, conditional use, per MCC 11.15 which would permit such use;

(11) If there are delinquent real or personal property taxes due and owing at the time of application or renewal, a recommendation of denial is mandatory; and

(12) If there is any other specific reason consistent with the purposes of this chapter which may, in the opinion of the sheriff, warrant an adverse report to the board based upon public health, safety, welfare, convenience or necessity.

(D) Notification of sheriff's recommendation. When the sheriff makes a recommendation for denial of any application, the clerk of the board shall notify, by certified mail, the applicant, the OLCC, and the sheriff of the hearing date, place and time at least one week before such hearing takes place. The presiding officer of the board may also contact the neighborhood associations concerned.

When the sheriff makes a recommendation for approval of an application for which the sheriff's office or the board has received complaints or concerns from citizens or other business establishments, or for which there may be other controversy, the clerk of the board shall notify those concerned citizens or business establishments and the applicant of the hearing date, place and time.

(E) Board hearing procedures. When the board has scheduled a hearing on any liquor license application, such applicant shall be given a reasonable opportunity to be heard and address concerns raised by the sheriff, the board of county commissioners, and persons or groups appearing in opposition to such an application. The board's recommendation of approval or denial of such application, based upon a determination of what

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course of action best serves the interest of the citizens of the county, shall be final.

(F) *Reconsideration of applications.* After having made a recommendation of denial on any liquor license application, the sheriff and the board of county commissioners shall not consider any new application for the same location by the same or substantially the same applicant for a period of at least six months or while such applicant has pending an appeal in court or in a state administrative agency related to such a license. Notwithstanding, the sheriff may reconsider and/or resubmit such an application to the board in less than six months if it is reasonably believed that a recommendation of denial has substantially changed, and no court or administrative appeal of such license is pending.

(G) *Sheriff's approval of temporary license applications.* On any application for a temporary liquor license which will be in effect for five days or less review by the board of county commissioners shall not be automatically required. The sheriff is hereby given authority to make a recommendation of approval to the Oregon liquor control commission on such applications. If the sheriff recommends denial of any application for a temporary license, the application shall be reviewed by the board of county commissioners as outlined in subsections (D) and (E) of this section.

ADOPTED this _____ day of _____, 1992.

(SEAL)

By _____
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *Laurence Kessel For S.D.*
Sandra N. Duffy
Assistant County Counsel

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MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 724

An ordinance amending Multnomah County Code 5.10.020(B) and (C) requiring the Multnomah County Sheriff's Office to check with the County Division of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing for the premises and to recommend denial of the application for such delinquency.

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

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

A. ORS 471.210 and the Administrative Rules of the Oregon Liquor Control Commission (OLCC) authorize the Board of County Commissioners (the Board) to make recommendations to such Commission concerning the issuance of liquor licenses for premises located within unincorporated Multnomah County.

B. In addition to the Procedures already set out in MCC 5.10.020, the Board finds that it is in the public interest to require that applicants pay their property taxes when due and failure to do so is a basis to deny an application.

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1 SECTION 2. AMENDMENTS.

2 5.10.020. Liquor license processing fees.

3 The purposes of this chapter [section] are to
4 establish the principal criteria which shall be
5 considered by the board of county commissioners, and its
6 designee, the Multnomah County sheriff, in making
7 recommendations to the Oregon liquor control commission
8 concerning the granting, denying, modifying or renewing
9 of all liquor licenses for premises within unincorporated
10 Multnomah County and to establish a process, to be
11 utilized for the investigation of such license applicants
for the purpose of making such recommendations, that is
fair, effective and efficient. This chapter is necessary
to insure that all premises licensed to sell or dispense
liquor in any form meet the high expectations of this
community, [and] that all businesses are conducted in a
lawful manner that does not unreasonably disturb the
peace and tranquility of this county and its
neighborhoods.

12 (A) *Application procedure.*

13 (1) Any applicant for any license who is required by
14 the Oregon liquor control commission to have a
15 recommendation from Multnomah County concerning the
16 suitability of such application shall present the
17 license application forms prescribed by the OLCC to
the Multnomah County sheriff's office for the
purpose of obtaining the recommendation of the
county concerning such a license.

18 (2) For the purpose of conducting the investigation to
19 ascertain pertinent information bearing upon such
20 county recommendations, the sheriff's office may
require such other information in addition to that
provided upon the OLCC application forms as it
deems appropriate.

21 (3) The sheriff's office shall accept liquor license
22 applications only when the following conditions are
met:

23 (a) All required forms are properly completed and
24 in order; and

25 (b) The processing fee, as allowed by the Oregon
26 Revised Statutes, has been paid according to
the following chart:

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Original application.....\$ 50.00 [\$100.00]

Change in ownership/
change in location/
change in privilege 50.00 [75.00]

Renewal [and temporary]..... 50.00 [35.00]

Temporary Free

(B) *Investigation of applications.* The Multnomah County sheriff's office shall coordinate and conduct an investigation of each application for the purpose of determining what recommendation shall be made to the board of county commissioners, using the following procedures:

(1) All applicants shall be checked for any and all prior arrest records or violations of OLCC regulations;

(2) All applicants shall be checked for prior community relations problems under another license;

(3) The business locations shall be examined and must be in the best interests of the community;

(4) All renewal applications shall be reviewed and checked for prior negative impact on the community;

(5) All new outlets, or change of location/privilege shall be referred to the zoning section for verification of the proposed use under MCC 11.15; and

(6) All new and renewal applications shall be checked through the Division of Assessment and Taxation to determine whether there are delinquent personal or real property taxes due and owing for the premises.

(C) *Sheriff's recommendations.* Upon completion of the investigation procedures by the Multnomah County sheriff's office, the sheriff will forward to the board of county commissioners a recommendation of approval or denial. The clerk of the board then places the matter on the board's agenda, in order

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1 that the board may then make a recommendation of
2 approval or denial to the OLCC.

3 The sheriff may make a recommendation of denial to
4 the board of county commissioners regarding any
5 application if:

- 6 (1) The applicant's record reflects a pattern of
7 violation of the alcoholic liquor laws of this
8 state;
- 9 (2) The applicant has a history of use of
10 controlled substances or use of alcoholic
11 beverages to excess;
- 12 (3) The record of the applicant shows a
13 violation(s) of criminal law(s) or
14 ordinances(s) connected in time, place or
15 manner with a liquor establishment or which
16 demonstrate a disregard for law;
- 17 (4) The applicant has maintained, or allowed to
18 exist, an establishment which creates or is a
19 public nuisance under the ordinances of the
20 county or laws of the state or in which any
21 violation of the provisions of the county
22 Code, for [or] federal or state law relating
23 to minors, gambling, obscenity, controlled
24 substances, prostitution or alcoholic
25 beverages, or chapters 163, 164, 165 and 166
26 of Oregon Revised Statutes have occurred, or
which creates an increase in disorderly or
violent acts, litter, noise, vandalism,
vehicular or pedestrian traffic congestion or
other location problems, in the reasonable
proximity of such premises;
- (5) The applicant's premises are not maintained in
reasonable repair, both interior and exterior,
and kept clean and free of litter, rubbish,
and dirt;
- (6) The applicant's premises are found to be a
nuisance under the terms of title 7 of this
Code;
- (7) In the case of an application for a new
license or for an increase in liquor selling
or dispensing privilege, there are sufficient
licensing [licensed] premises in the locality
set out in the application and the license is

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not demanded by public interest or convenience;

(8) The licensing of the premises would not be in the best interests of the community because of a history of illegal activities, altercations, noisy conduct, or other disturbances in or around the premises;

(9) The applicant has demonstrated an unwillingness or inability to cooperate with county agencies and/or neighbors in resolving community disputes related to a licensed establishment;

(10) If the zoning section finds that the proposed new outlet, or change of location/privilege is found to be in violation of the MCC 11.15. However, the applicant may file an application for change of zone, conditional use, per MCC 11.15 which would permit such use;

(11) If there are delinquent real or personal property taxes due and owing for the premises at the time of application or renewal, a recommendation of denial is mandatory; and

(12) If there is any other specific reason consistent with the purposes of this chapter which may, in the opinion of the sheriff, warrant an adverse report to the board based upon public health, safety, welfare, convenience or necessity.

(D) *Notification of sheriff's recommendation.* When the sheriff makes a recommendation for denial of any application, the clerk of the board shall notify, by certified mail, the applicant, the OLCC, and the sheriff of the hearing date, place and time at least one week before such hearing takes place. The presiding officer of the board may also contact the neighborhood associations concerned.

When the sheriff makes a recommendation for approval of an application for which the sheriff's office or the board has received complaints or concerns from citizens or other business establishments, or for which there may be other controversy, the clerk of the board shall notify

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those concerned citizens or business establishments and the applicant of the hearing date, place and time.

(E) *Board hearing procedures.* When the board has scheduled a hearing on any liquor license application, such applicant shall be given a reasonable opportunity to be heard and address concerns raised by the sheriff, the board of county commissioners, and persons or groups appearing in opposition to such an application. The board's recommendation of approval or denial of such application, based upon a determination of what course of action best serves the interest of the citizens of the county, shall be final.

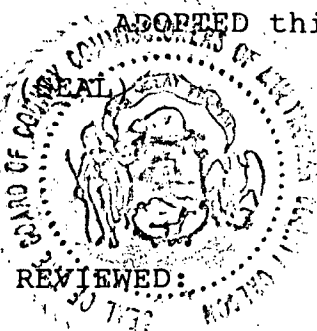
(F) *Reconsideration of applications.* After having made a recommendation of denial on any liquor license application, the sheriff and the board of county commissioners shall not consider any new application for the same location by the same or substantially the same applicant for a period of at least six months or while such applicant has pending an appeal in court or in a state administrative agency related to such a license. Notwithstanding, the sheriff may reconsider and/or resubmit such an application to the board in less than six months if it is reasonably believed that a recommendation of denial has substantially changed, and no court or administrative appeal of such license is pending.

(G) *Sheriff's approval of temporary license applications.* On any application for a temporary liquor license which will be in effect for five days or less review by the board of county commissioners shall not be automatically required. The sheriff is hereby given authority to make a recommendation of approval to the Oregon liquor control commission on such applications. If the sheriff recommends denial of any application for a temporary license, the application shall be

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1 reviewed by the board of county commissioners as
2 outlined in subsections (D) and (E) of this
3 section.

4 ADOPTED this 11th day of June, 1992.



5 By

6 Gladys McCoy, Chair
7 Multnomah County, Oregon

8 REVIEWED:

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

11 By

12 Sandra N. Duffy
13 Assistant County Counsel

14 P:\FILES\266SND.ORD\mw

25 06/03/92:1

Meeting Date JUN 1 1 1992

Agenda No. R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with Regional Organized Crime/Narcotics (R.O.C.N.)

BCC Informal _____
(Date)

BCC Formal _____
(Date)

DEPARTMENT Management Support Services DIVISION Employee Services Division

CONTACT Merrie Ziady TELEPHONE 248-3477

PERSON(S) MAKING PRESENTATION Merrie Ziady, Employee Benefits Administrator

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA 5 - 10 minutes

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

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

R.O.C.N. a not-for-profit ORS 190 organization, is comprised of representatives from eight local law enforcement jurisdictions, including Multnomah County. Compensation and benefits are provided for the representatives by their local jurisdictions. Additionally, R.O.C.N. employs up to four "civilian employees" who receive compensation and benefits directly from R.O.C.N.

Due to the small number of employees eligible, medical and/or dental benefits for these R.O.C.N. employees are costly and limited in plan design. An intergovernmental agreement would allow these civilian employees to be eligible for the Multnomah County self-insured group medical and/or dental plan(s) available to Multnomah County Exempt employees, as provided by Ordinance 534 and any successor ordinances. The cost and design advantages of the large group medical/dental plan(s) would be passed on to R.O.C.N. R.O.C.N. will pay Multnomah County the group premium equivalent cost for each enrolled employee plus a 2 percent administrative charge.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Curtis Smith 5/27/92

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
JUN - 2 PM 3:24
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500782

Amendment # _____

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

Contact Person Merrie Ziady Phone 248-3477 Date _____Department Management Support Services Division Employee Services Bldg/Room 106/1430

Description of Contract To provide civilian employees of R.O.C.N. (Regional Organized Crime/Narcotics) the opportunity to enroll in Multnomah County's self-insured group health plan, subject to premium contribution from R.O.C.N.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Regional Organized Crime/NarcoticsMailing Address 2115 SE Morrison, Room 225Portland, OR 97214Phone (503) 248-3289

Employer ID # or SS # _____

Effective Date July 1, 1992Termination Date June 30, 1993*Original Contract Amount \$ Group rates plus 2%Amount of Amendment \$ administrative charge.

Total Amount of Agreement \$ _____

*renewable on a fiscal year basis

REQUIRED SIGNATURES:

Department Manager Curtis Smith

Purchasing Director _____

(Class II Contracts Only)

County Counsel Sandra Ruff

County Chair/Sheriff _____

Payment Term

☐ Lump Sum \$ _____☐ Monthly \$ _____☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Date 5/21/92

Date _____

Date 5-27-92

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

Intergovernmental Agreement
Between
Multnomah County, Oregon
and
Regional Organized Crime/Narcotics Agency (R.O.C.N.)

This Agreement is entered into as of July 1, 1992 by and between Multnomah County, hereafter referred to as the "County" and the Regional Organized Crime/Narcotics Agency, hereafter referred to as "R.O.C.N."

RECITALS

1. R.O.C.N., a not-for-profit ORS 190 organization, is comprised of representatives from eight local law enforcement jurisdictions, including Multnomah County. Compensation and benefits are provided for the representatives by their local jurisdictions. Additionally, R.O.C.N. employs up to four "civilian employees" who receive compensation and benefits directly from R.O.C.N.
2. Due to the small number of employees eligible, medical and/or dental benefits for these R.O.C.N. employees are costly and limited in plan design. An intergovernmental agreement would allow these civilian employees to be eligible for the Multnomah County self-insured group medical and/or dental plans(s) available to Multnomah County Exempt employees, as provided by Ordinance #534 and any successor ordinances. The cost and design advantages of the large group medical/dental plan(s) would be passed on to R.O.C.N.

NOW, THEREFORE, the parties agree as follows:

I. Term.

The term of this agreement shall be July 1, 1992 through June 30, 1993, with the option of renewal on an annual basis, subject to terms agreeable to both parties.

II. Scope of Agreement.

A. Description of Responsibilities - R.O.C.N.

1. R.O.C.N. employees shall complete the required enrollment documents for participation in the County's medical and/or dental plans by the annual enrollment deadline.
2. R.O.C.N. shall be responsible for the transfer of required payment for medical and/or dental coverage to Multnomah County on a monthly basis.
3. R.O.C.N. participating employees shall be subject to all eligibility requirements as specified for County Exempt employees and shall adhere to all rules and regulations of the medical and/or dental plans as specified in the plan documents.

B. Description of Responsibilities - County.

1. The County shall provide enrollment information and applications to eligible R.O.C.N. employees for participation in the plan(s).
2. The County shall be responsible for notifying the plan administrator, ODS Health Plan (or its successor), of initial eligibility, enrollment, and/or enrollment changes as allowed by the plan document.
3. The County shall answer questions and assist in the resolution of problems that may occur with regard to claims administration or customer service provided by plan administrator, ODS Health Plan (or its successor) to R.O.C.N. employees.
4. The County shall notify R.O.C.N. participants of any changes, if any, in the plan benefits prior to the effective date of such changes.

III. Consideration.

- A. Payment for services under this agreement shall be made monthly by R.O.C.N. to Multnomah County Employee Benefits. Payment is due by the first of each month for that month. No bill/invoice will be issued by Multnomah County.
- B. Fees for coverage are on a full-month basis only. Partial months shall be charged full rate.
- C. The fee for plan participation is 102 percent of Multnomah County group rates for the self-insured medical and/or dental plans. For FY 1992-93, the rates are as follows:

ODS Health Plan	<u>Medical</u>	<u>Dental</u>
1 party	\$139.74	\$23.46
2 party	278.46	45.90
Family	382.50	62.22

Rates are subject to adjustments if and when they are adjusted for County participants.

- D. Failure to provide payment within 30 days of due date shall result in termination of coverage.

IV. Amendment to Agreement.

- A. As indicated in Section I. Term, this agreement may be renewed on an annual basis. Terms of the renewal will be determined by mutual written agreement between the parties. The County and R.O.C.N. may amend this Agreement by mutual written agreement.

V. Termination

- A. This Agreement may be terminated by mutual written consent of both parties, or by either party upon 30-day written notice.

In WITNESS WHEREOF, the County and R.O.C.N. have executed this Agreement as of the date first above written.

REGIONAL ORGANIZED CRIMES/NARCOTICS

MULTNOMAH COUNTY, OREGON

Charles Fessler, Director

Gladys McCoy, Chair
Board of County Commissioners

Date Signed _____

Date Signed _____

APPROVED AS TO FORM

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By Sandra Duff
Asst County Counsel

1415H

Meeting Date JUN 1 1 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Condemnation

BCC Informal _____
(date)

BCC Formal _____
(date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Bob Pearson

TELEPHONE 248-3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ INFORMATIONAL ONLY

/ POLICY DIRECTION

/X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Resolution to consider condemnation and immediate possession of a parcel of land on S.E. Hogan Road, No. 4974, necessary for the construction of a bridge at Johnson Creek.

6/1/92 copy to Bob Pearson

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Betsy H. Williams

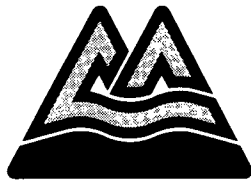
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

3706V/9857V

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 JUN - 2 PM 3:52



MULTNOMAH COUNTY OREGON

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

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

May 19, 1992

Board of County Commissioners
Multnomah County Courthouse
1021 SW Fourth Ave.
Portland, OR 97204

RE: S.E. Hogan Road, No. 4974
Improvements in the vicinity of Johnson Creek

Dear Commissioners:

Multnomah County has employed a consultant who is in the process of purchasing right of way for the construction of the above project.

To date, they have been unable to obtain the required right of way on one (1) parcel.

Therefore, it is the recommendation of this department that the Board of County Commissioners authorize the resolution for condemnation of the necessary right of way.

Very truly yours,

Betsy Williams
Acting Director

BW:BP:cmk

9857V

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

In the Matter of the Improvement of)	RESOLUTION
S.E. Hogan Road, No. 4974)	No. 92-105
<hr/>)	

The above-entitled matter is before the Board to consider the condemnation and immediate possession by Multnomah County of the real property hereinafter described for the purpose of improvement of S.E. Hogan Road; and

It appearing that the project has been planned and located in a manner which is most compatible with the greatest public good and the least private injury; and

It appearing that the real property hereinafter described are necessary for the improvement of S.E. Hogan Road; and

It appearing that it is necessary to acquire immediate possession of the property hereinafter described to allow construction to proceed and be completed on schedule within budgetary limitations, now, therefore,

BE IT RESOLVED by the Board of County Commissioners of Multnomah County that Multnomah County, by this Resolution, does hereby declare its intent to acquire said real property for the purposes hereinabove specified, and to acquire for road purposes over the real property situated in the County of Multnomah, State of Oregon, and described on Exhibit A attached hereto.

BE IT RESOLVED by the Board of County Commissioners as follows:

1. That the Board does hereby find and declare that it is necessary to acquire the property described herein for the improvement of S.E. Hogan Road, and
2. That in the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is hereby authorized and directed to commence and prosecute to final determination such proceedings as may be necessary to acquire on the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition; and
3. That upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is hereby authorized; and
4. That the Board hereby finds that it is necessary to obtain immediate possession of such property to allow construction to proceed and be completed on schedule within budgetary limitations; and

5. Legal counsel is hereby authorized and directed to take such action in accordance with law to obtain immediate possession of the property; and
6. That there is hereby authorized the creation of a fund in the amount of the estimate of just compensation for each such property, which shall, upon obtaining possession of each such property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

Dated this 11th day of June, 1992.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, Chair

LAWRENCE KRESSEL, County Counsel
for Multnomah County

By John L. DuBay
Deputy County Counsel
John L. DuBay

EXHIBIT A

First Interstate Bank of Oregon, TR.

HOGAN ROAD
South of Palmquist Road
Item No. 89-318
Revised August 5, 1991

A parcel of land situated in the southeast one-quarter of Section 15, T1S, R3E, W.M., Multnomah County, Oregon, described as follows:

Beginning at the point of intersection of the south line of that tract of land conveyed to First Interstate Bank of Oregon, N.A., Trustee U/A with Rose Sanford, by deed recorded August 18, 1986, in Book 1929, Page 1272, Deed Records of Multnomah County, Oregon, and the westerly right-of-way line of as-traveled Hogan Road (said right-of-way line lying 25.00 feet westerly, when measured at right angles, of the centerline of said Hogan Road); thence N 12°19' W along said westerly right-of-way line, a distance of 119.59 feet to an angle point; thence N 30°56' E continuing along said right-of-way line, a distance of 315.62 feet to a point on the southwesterly right-of-way line of the O.W.P. Railway Company; thence N 40°27'30" W along said southwesterly right-of-way line, a distance of 126.92 feet to a point on the westerly right-of-way line of proposed Hogan Road (said westerly right-of-way line lying 30.00 feet westerly, when measured at right angles, of the centerline of said proposed Hogan Road); thence S 16°26'54" E along said proposed westerly right-of-way line, a distance of 135.89 feet to a point of curvature, said point lying N 73°33'06" W, 30.00 feet from proposed centerline Station 69+37.37, E.C.; thence southwesterly along said proposed westerly right-of-way line of Hogan Road on the arc of a 1,030.00 foot radius tangent curve to the left, through a central angle of 19°56'41", an arc distance of 358.54 feet (the chord bears S 06°28'34" W, 356.74 feet), to a point on said south line of First Interstate Bank tract; thence N 88°28'30" E along said south line, a distance of 24.35 feet to the true point of beginning.

Containing 0.53 acres, more or less.

In addition to the above described parcel of land, an easement for the construction and maintenance of slopes, walls, drainage facilities and/or utilities is described as follows:

Commencing at the point of intersection of the south line of that tract of land conveyed to First Interstate Bank of Oregon, N.A., Trustee U/A with Rose Sanford, by deed recorded August 18, 1986, in Book 1929, Page 1272, Deed Records of Multnomah County, Oregon, and the westerly right-of-way line of as-traveled Hogan Road (said right-of-way line lying 25.00 feet westerly, when measured at right angles, of the centerline of said Hogan Road); thence S 88°28'30" W along said south line, a distance of 24.35 feet to a point on the proposed westerly right-of-way line of Hogan Road (said westerly right-of-way line lying 30.00 feet westerly, when measured at right angles, of the centerline of said proposed Hogan Road), and the true point of beginning; thence northeasterly along said proposed westerly right-of-way line on the arc of a 1,030.00 foot radius curve to the right, through a central angle of 19°56'41", an arc distance of 358.54 feet (the chord bears N 06°28'34" E, 356.74 feet), to a point of tangency, said point lying N 73°33'06" W, 30.00 feet, from proposed centerline Station 69+37.37, E.C.; thence N 16°26'54" E, continuing along said proposed westerly right-of-way line, a distance of

135.89 feet to a point on said southwesterly right-of-way line of the O.W.P. Railway Company; thence N 40°27'30" W along said southwesterly right-of-way line, a distance of 35.81 feet; thence S 16°26'54" W along a line that is parallel to, and 30.00 feet westerly of (when measured at right angles) said proposed westerly right-of-way line of Hogan Road, a distance of 155.44 feet to a point lying N 73°33'06" W, 60.00 feet from proposed centerline Station 69+37.37, E.C.; thence S 10°50'59" W, a distance of 92.49 feet; thence S 12°30'42" W, a distance of 159.94 feet; thence S 06°01'24" W, a distance of 118.04 feet to a point on said south line of First Interstate Bank tract; thence N 88°28'30" E along said south line, a distance of 53.00 feet to the point of beginning.

Containing 0.38 acres, more or less.

1359W

Agenda No.: R-7

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Condemnation

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

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 248-3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Resolution to consider condemnation and immediate possession of five (5) parcels of land on S.E. Foster Road, No. 4995, necessary for the improvement of Foster Road.

6/11/92 copy to Bob Pearson

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

3706V/9856V

BOARD OF
COUNTY COMMISSIONERS
1992 JUN -2 PM 3:52
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

May 19, 1992

Board of County Commissioners
Multnomah County Courthouse
1021 SW Fourth Ave.
Portland, OR 97204

RE: S.E. Foster Road, No. 4995
Improvements in the vicinity of SE 124th to SE 136th Ave.

Dear Commissioners:

The Oregon Department of Transportation is in the process of purchasing right of way for the construction of the above project.

To date, they have been unable to obtain the required right of way on five (5) parcels.

Therefore, it is the recommendation of this department that the Board of County Commissioners authorize the resolution for condemnation of the necessary right of way.

Very truly yours,

Betsy Williams
Acting Director

BW:BP:cmk

9856V

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

In the Matter of the Improvement of)	RESOLUTION
S.E. Foster Road, No. 4995)	No. 92-106
)	

The above-entitled matter is before the Board to consider the condemnation and immediate possession by Multnomah County of the real property hereinafter described for the purpose of improvement of S.E. Foster Road; and

It appearing that the project has been planned and located in a manner which is most compatible with the greatest public good and the least private injury; and

It appearing that the real property hereinafter described is necessary for the improvement of S.E. Foster Road; and

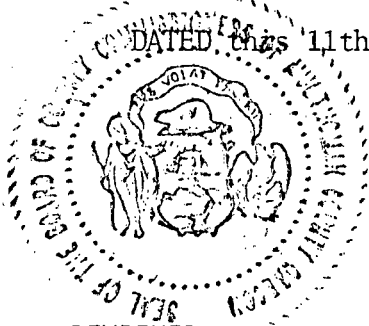
It appearing that it is necessary to acquire immediate possession of the property hereinafter described to allow construction to proceed and be completed on schedule within budgetary limitations, now, therefore,

BE IT RESOLVED by the Board of County Commissioners of Multnomah County that Multnomah County, by this Resolution, does hereby declare its intent to acquire said real property for the purposes hereinabove specified, and to acquire for road purposes over the real property situated in the County of Multnomah, State of Oregon, and described on Exhibit A attached hereto.

BE IT RESOLVED by the Board of County Commissioners as follows:

1. That the Board does hereby find and declare that it is necessary to acquire the property described herein for the improvement of S.E. Foster Road, and
2. That in the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is hereby authorized and directed to commence and prosecute to final determination such proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition; and
3. That upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is hereby authorized; and
4. That the Board hereby finds that it is necessary to obtain immediate possession of such property to allow construction to proceed and be completed on schedule within budgetary limitations; and

5. Legal counsel is hereby authorized and directed to take such action in accordance with law to obtain immediate possession of the property; and
6. That there is hereby authorized the creation of a fund in the amount of the estimate of just compensation for each such property, which shall, upon obtaining possession of each such property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.



DATED this 11th day of June, 1992.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, Chair

REVIEWED:

LAWRENCE KRESSEL, County Counsel
for Multnomah County

By John L. DuBay
Deputy County Counsel
John L. DuBay

9856V

EXHIBIT A

GLEN W. ALLEN and
KITTEE C. ALLEN

S.E. FOSTER ROAD
West of S.E. 136th Avenue
Item No. 91-93
March 27, 1991

A parcel of land situated in the southeast one-quarter of Section 14, T1S, R2E, W.M., in Multnomah County, Oregon, which is described as follows:

Beginning at the intersection of the north right-of-way line of S.E. Foster Road, County Road No. 530, said point being 30.00 feet northerly, when measured at right angles, of the centerline of said S.E. Foster Road, and the west line of Lot 10, LAMARGENT PARK NO. 2, a duly recorded plat, recorded June 26, 1903, in Book 308, Page 24, Plat Records of Multnomah County, Oregon; thence N 00°15'05" E along the west line of said Lot 10, a distance of 10.01 feet; thence N 87°39'00" E parallel to and 10.00 feet north, when measured at right angles, of the north right-of-way line of said S.E. Foster Road, a distance of 18.00 feet; thence S 00°15'05" W, a distance of 10.01 feet to a point on the north right-of-way line of said S.E. Foster Road; thence S 87°39'00" W along said north right-of-way line, a distance of 18.00 feet to the point of beginning.

Containing 180 square feet, more or less.

In addition to the above described tract, an easement for the construction and maintenance of slopes and utilities is described as follows:

A strip of land 5.00 feet in width lying northerly of and adjacent to the above described tract.

Containing 90 square feet, more or less.

EXHIBIT A

MARVIN F. KING, SHELLY D. KING
and JOSEPH B. KING

S.E. FOSTER ROAD
West of S.E. 136th Avenue
Item No. 91-97
March 29, 1991

SLOPE and UTILITY EASEMENT

A portion of Lot 10, LAMARGENT PARK NO. 2, a duly recorded plat, recorded June 26, 1903, in Book 308, Page 24, Plat Records of Multnomah County, Oregon, situated in the southeast one-quarter of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, described as follows:

Commencing at the intersection of the north right-of-way line of S.E. Foster Road, County Road No. 530, being 30.00 feet northerly, when measured at right angles, of the centerline of said S.E. Foster Road, and the east line of said Lot 10; thence S 87°39' W along said north right-of-way line, 148.00 feet to the southeast corner of that tract of land conveyed to Multnomah County, by deed recorded February 25, 1981, in Book 1505, Page 1284, Deed Records of Multnomah County, Oregon; thence N 0°15'05" E along the east line of said Multnomah County tract, 10.01 feet to the northeast corner thereof, and the true point of beginning; thence S 87°39' W along the north line of said Multnomah County tract, 59.10 feet; thence N 0°15'05" E, and parallel to the east line of said Lot 10, 5.00 feet; thence N 87°39' E along a line 5.00 feet northerly of and parallel to said Multnomah County tract, 59.10 feet; thence S 0°15'05" W, 5.00 feet to the point of beginning.

Containing 295 square feet, more or less.

2068W

EXHIBIT A

WILLIAM M. REA and BESSIE E. REA

S.E. FOSTER ROAD
East of S.E. 128th Avenue
Item No. 91-98
March 29, 1991

A portion of Lot 10 LAMARGENT PARK NO. 2, a duly recorded plat, recorded June 26, 1903, in Book 308, Page 24, Plat Records of Multnomah County, Oregon, situated in the southeast one-quarter of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, which is described as follows:

The northerly 10.00 feet of the southerly 40.00 feet of the westerly 74.00 feet of the easterly 148.00 feet of said Lot 10.

Containing 740 square feet, more or less.

In addition to the above described tract, an easement for the construction and maintenance of slopes and utilities is described as follows:

A strip of land 5.00 feet in width lying northerly of and adjacent to the above described tract.

Containing 370 square feet, more or less.

2069W

EXHIBIT A

OREGON PARKS FOUNDATION, INC.

S.E. FOSTER ROAD
West of S.E. 136th Avenue
Item No. 91-104
April 2, 1991

A parcel of land situated in the southeast one-quarter of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, which is described as follows:

Beginning at the intersection of the west right-of-way line of S.E. 136th Avenue, County Road No. 661, said line being 30.00 feet west, when measured at right angles, of the centerline of said S.E. 136th Avenue, and the north right-of-way line of S.E. Foster Road, County Road No. 530, said line being 30.00 feet north, when measured at right angles, of the centerline of said S.E. Foster Road; thence S 87°39'00" W along the north right-of-way line of said S.E. Foster Road, a distance of 200.00 feet to the southwest corner of that tract of land conveyed to Oregon Parks Foundation, Inc., by deed recorded December 30, 1988, in Book 2167, Page 1696, Deed Records of Multnomah County, Oregon; thence N 0°01'15" W along the west line of said Oregon Parks Foundation, Inc. tract, a distance of 10.01 feet; thence N 87°39'00" E along a line which is parallel to and 10.00 feet north, when measured at right angles, of the north right-of-way line of said S.E. Foster Road, a distance of 180.00 feet; thence N 43°48'53" E, a distance of 28.85 feet to a point on the west right-of-way line of said S.E. 136th Avenue; thence S 0°01'15" E along said west right-of-way line, a distance of 30.01 feet to the point of beginning.

Containing 2,200 square feet, more or less.

In addition to the above described tract, two easements for the construction and maintenance of slopes and utilities are described as follows:

PARCEL I:

A strip of land 5.00 feet in width lying northerly of and adjacent to the above described tract.

Containing 913 square feet, more or less.

PARCEL II:

A strip of land 5.00 feet in width lying westerly and adjacent to the west right-of-way line of said S.E. 136th Avenue, and extending from the north line of that tract of land conveyed to Oregon Parks Foundation, Inc., by deed recorded December 30, 1988, in Book 2167, Page 1696, Deed Records of Multnomah County, Oregon, and the northerly line of the above described tract.

Containing 413 square feet, more or less.

EXHIBIT A

JEAN B. HANSON

S.E. FOSTER ROAD
East of S.E. 128th Avenue
Item No. 91-266
September 10, 1991

A portion of Lot 7, LAMARGENT PARK NO. 2, a duly recorded plat, recorded June 26, 1903, in Book 308, Page 24, Plat Records of Multnomah County, Oregon, situated in the southwest one-quarter of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, which is described as follows:

The northerly 10.00 feet of the southerly 40.00 feet of the following described parcel of land:

Beginning at a point 200 feet south and 79.08 feet west of the northeast corner of said Lot 7; thence westerly parallel with the north line of said Lot 7, a distance of 105.07 feet; thence southerly parallel to the east line of said Lot 7, a distance of 416.07 feet to a point on the south line of said Lot 7; thence easterly along the south line of said Lot 7, a distance of 105.07 feet; thence north and parallel with the east line of said Lot 7, a distance of 413.17 feet to the point of beginning.

Containing 1,051 square feet, more or less.

In addition to the above described tract, an easement for the construction and maintenance of slopes and utilities is described as follows:

A strip of land 5.00 feet in width, lying northerly of and adjacent to the above described tract.

Containing 526 square feet, more or less.

Also, in addition to the above described parcels, an easement for the construction of a driveway is described as follows:

Beginning at a point on the east line of that tract of land conveyed to William A. Cramer and Romana M. Cramer, by deed recorded August 29, 1986, in Book 1933, Page 674, Multnomah County Deed Records, said point being 45.00 feet northerly, when measured at right angles, of the centerline of S.E. Foster Road, County Road No. 530; thence N 08°55'36" E, a distance of 15.30 feet; thence N 87°37' E, a distance of 10.00 feet; thence S 30°27'21" E, a distance of 17.00 feet; thence S 87°37' W along a line that is 45.00 feet northerly of and parallel to said S.E. Foster Road centerline, a distance of 21.00 feet to the point of beginning.

Containing 232 square feet, more or less.

EXHIBIT A

L. C. EAKIN and FRED A EAKIN

S.E. FOSTER ROAD
West of S.E. 136th Avenue
Item No. 92-21
Revised February 5, 1992

A portion of Lot 12, LAMARGENT PARK NO. 2, a duly recorded plat, recorded June 26, 1903, in Book 308, Page 24, Plat Records of Multnomah County, Oregon, situated in the southeast one-quarter of Section 14, T1S, R2E, W.M., Multnomah County, Oregon, which is described as follows:

The northerly 10.00 feet of the southerly 40.00 feet of the westerly 100.00 feet of said Lot 12.

Containing 1,000 square feet, more or less.

In addition to the above described tract, an easement for the construction and maintenance of slopes and utilities is described as follows:

A strip of land 5.00 feet in width lying northerly of and adjacent to the above described tract.

Containing 500 square feet, more or less.

2405W

Meeting Date: JUN 11 1992

Agenda No.: R-8

(Above space for Clerk's Office Use)

UNANIMOUS CONSENT ITEM

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal June 11, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Kathy Millard

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

** Board of Ratio Review

Robert Hughley
Carol Turner
Bill Stallings
Melvin Richard Thomas
Sarah Mahler
Doug Cowley (alternate)

** More information on other side

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 JUN - 9 AM 8:45
MULTNOMAH COUNTY
OREGON

Information Sheet - Board of Ratio Review (BORR)

The BORR is a new entity to be formed as a result of Measure 5 and 1991 Legislation in HB2550. The BORR is to be comprised of five (5) members and one (1) alternate member, appointed by the Board of Commissioners as follows:

- * One member from the county governing body, or alternatively, a non-office holding resident representing the Board of Commissioners. This position acts as Chair of the Board of Ratio Review and becomes the Chair of the Board of Equalization. (Robert Hughley)
- * One member of a governing body of a school district. (Carol Turner)
- * One member of a governing body of a taxing district (not a school district.) (Bill Stallings)
- * Two non-office holding residents. These two members become members of the Board of Equalization. (Melvin Richard Thomas and Sarah Mahler)
- * One alternate member. This member may serve in the absence of either non-office holding resident. (Doug Cowley)

The Board of Ratio Review has two duties:

1. Review of the assessor's Certified Ratio Study between July 1 and July 31 to establish recommendations for the 1992/93 value adjustments.
2. To hear appeals from 1991/92 if value changes to a property occurred after the filing period for the Board of Equalization. The Board of Ratio Review can hear these cases between July 15 and July 31. According to ORS 309.010, these positions must be appointed by June 15.



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Board of Equalization

Board of Ratio Review

- B. Name

Robert C. Hughley Ed.D.

Address

4822 NE 28th Avenue

City

Portland

State

Or

Zip

Do you live in

unincorporated Multnomah County or

☒

a city within Multnomah County.

Home Phone

503 - 335 - 8334

- C. Current Employer

Retired

Address

City

State

Zip

Your Job Title

Work Phone

(Ext)

Is your place of employment located in Multnomah County? Yes

No

- D. Previous Employers

Dates

Job Title

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
Kathy Millard - 1120 S. W. 5th, Rm. 1410
PORTLAND, OREGON 97204

(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Multnomah County Board of Equalization	1990-1992	Member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
University of Northern Colorado	1963-1965	Doctor of Education - Special Education

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

Ne. Kelly	845 N. Alberta	288-7461
Keith Raines	St. Andrew Legal Clinic	807 NE Alberta 281-1500 Portland Or

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

None

I. Affirmative Action Information

Male African American
sex / racial/ethnic background

birth date: Month 02 Day 27 Year 26

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

Signature

Roberte Hughes

Date

May 18, 1992



GLADYS MCCOY
MULTNOMAH COUNTY CHAIR
1120 S.W. 5th, ROOM 1410
PORTLAND, OREGON 97204
01/1/92

MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

BOARD OF EQUALIZATION

BOARD OF RATIO REVIEW

- B. Name MELVIN RICHARD THOMAS

Address 3424 NE 72ND

City PORTLAND State OR Zip 97213

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

Home Phone 249-7525

- C. Current Employer CLACKAMAS COUNTY ASSESSOR

Address 168 WARNER-MILNE RD

City OREGON CITY State OR Zip 97045-4098

Your Job Title APPRAISER II

Work Phone 655-8671 (Ext) _____

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

- D. Previous Employers Dates Job Title

PAULSON INVESTMENT CO. 6-1980 to 6-1987 REG RER
NYSE

PROFESSIONAL APPRAISAL RESEARCH 6-1978 to 6-1980 REAL ESTATE
APPRAISER

CONTACT: Kathy Millard

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR
1120 SW 4th 1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
BOARD MEN'S CLUB - ROSE CITY GOLF COURSE	1990	BOARD of DIRECTORS

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
UNIV. of OREGON	1951-1953	B.S. IN BUS. ADMIN.
PORTLAND STATE EXT. CTR.	1949-1951	BUS. ADMIN.

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

LESHE J. HOWATT - 2425 NE 155TH R, PTL 97230 - 252-7273
LIBERT UROMAN 168 WARNER MILNE RD, OREGON CITY 97045 - 655-8671

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

NONE I KNOW OF --

I. Affirmative Action Information

MALE CAUCASIAN
sex / racial ethnic background

birth date: Month 12 Day 4 Year 1929

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

Signature Richard Thomas Date 5-30-92



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Board of Equalization and Board of Ratio Review

- B. Name Doug Cowley

Address 6507 SW 55th Drive

City Portland State Oregon Zip 97221-1610

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

Home Phone 246-4560

- C. Current Employer Retired - From Multnomah County

Address _____

City _____ State _____ Zip _____

Your Job Title _____

Work Phone _____ (Ext) _____

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

- | D. Previous Employers | Dates | Job Title |
|--------------------------|-----------|-----------------|
| Multnomah County | 1953-1983 | Zoning and |
| Planning and Development | | Building Super. |

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT:

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Loaves and Fishes	1983-Present	Driver (Meals on Wheels)
Hollywood Kiwanis	1984-Present	Treasurer and Weekly Bulletin Editor

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
George Foz College	1939-1944	BA History and Political Science
University of Oregon	1946-1950	Architecture

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

Eugene Rogers	11695 SW Walnut, Tigard, Oregon	639-2382
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Tom Sears (RCM Construction Co.)	8401 NE Halsey, Portland	257-9168
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H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

M White
sex / racial ethnic background

birth date: Month 01 Day 30 Year 1921

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

Signature Thomas J. Kelly Date 4/24/92

We have sent interest forms to Carol Turner, Bill Stallings and Sarah Mahler.

Carol Turner is a member of the Portland Public Schools Board of Directors.

Bill Stallings is a member of the Rockwood Water District Board of Directors.

Sarah Mahler recently moved to Multnomah County from Lane County. She worked for Lane County as an appraiser and as the data analyst doing their ratio study (equivalent to Burr Robson's job at Multnomah County Assessment and Taxation.)