



# MULTNOMAH COUNTY OREGON

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

GLADYS McCOY •	Chair •	248-3308
PAULINE ANDERSON •	District 1 •	248-5220
GRETCHEN KAFOURY •	District 2 •	248-5219
RICK BAUMAN •	District 3 •	248-5217
POLLY CASTERLINE •	District 4 •	248-5213
JANE McGARVIN •	Clerk •	248-3277

AGENDA OF  
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
FOR THE WEEK OF  
January 30 - February 3, 1989

NOTE: CHANGE OF TIME FOR REGULAR BOARD OF COMMISSIONERS MEETING

Tuesday, January 31, 1989 - 9:30 AM - Planning Items . . . Page 2

Tuesday, January 31, 1989 - 9:30 AM - Executive Session. . . Page 2  
and Informal Briefing . . . . Page 3

Tuesday, January 31, 1989 - 1:30 PM - Informal Meeting . . Page 4  
(Regular meeting moved to Tuesday, January 31, 1989,  
following 1:30 PM informal meeting)

Tuesday, January 31, 1989 - 1:30 PM - Formal Meeting. . . .Page 5  
following Informal Agenda

Thursday and Friday - February 2-3, 1989 - 8:00 AM - Work  
Session/Retreat, Franciscan Renewal Center, 0858 SW Palatine Hill  
Road, Corbett Room, Portland

Tuesday, January 31, 1989 - 9:30 AM

Multnomah County Courthouse, Room 602

Decisions of the Planning Commission of January 9, 1989 reported to the Board for acceptance and implementation by Board Order:

- PR 1-89 Approve requested amendment of the Powellhurst Plan Map changing the designation of the subject property from business and professional office to neighborhood commercial;  
ZC 1-89 Approve subject to conditions, amendment of Sectional Zoning Map #405, changing the described property from BPO, business and professional office to NC, neighborhood commercial, all for property at 2901 SE 122nd Avenue

Decisions of the Planning Commission of January 9, 1989 reported to the Board for acknowledgement by the Presiding Officer:

- LD 1-89 Approve, subject to conditions, a tentative plan for a land division allowing creation of a 3.82-acre and a 31.57-acre parcel;  
LE 1-89 Approve, subject to conditions, a 3.82-acre Lot of Exception to allow this 31.57-acre Lot of Record to be divided into lots of 3.82 acres and 31.57 acres in the multiple use forest zoning district, all for property at 12937 NW Newberry Road

Auto Wrecker's License renewals submitted to the Board with recommendation from Planning and Sheriff's Office that same be approved:

- a) A and B Auto Wrecking - 11930 North Columbia Blvd.
- b) AA Thunder Vet Auto Salvage - 11921 North Columbia Blvd.
- c) Lucky Brothers Auto Wrecking - 28901 SE Dodge Park Blvd., Gresham
- d) Loop Hi-Way Towing - 28609 SE Orient Drive, Gresham

EXECUTIVE SESSION - IMMEDIATELY FOLLOWING PLANNING ITEMS

Executive Session for the purpose of discussing labor negotiations and bargaining matters - Darrell Murray  
Allowed under ORS 192.660(1)(d)

INFORMAL BRIEFINGS FOLLOWING THE EXECUTIVE SESSION

1. Briefing on Legislative Matters - if necessary - Fred Neal
2. Briefing on the status and options for the integrated criminal justice information system - John Angell, David Bogucki

\*

PUBLIC TESTIMONY IS NOT HEARD DURING INFORMAL MEETINGS

Tuesday, January 31, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
  - a) SE 257th Avenue
  - b) Walk-in Van
2. Review of feasibility study findings for Blue Lake RV and Golf Course, and Expo Center RV study - Nancy Chase, Jay Smith, Ken Nachbar (Time Certain - 1:30 p.m.)
3. Briefing regarding a joint one-year planning grant with State Mental Health Division to develop a comprehensive mental health services system for youth - Gary Smith, David Pump, Barbara Brady

\*PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Tuesday, January 31, 1989, 1:30 PM (following Informal Agenda)

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

PUBLIC CONTRACT REVIEW BOARD

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

- R-1 Order in the Matter of Exempting from Public Bidding a Contract with Portland General Electric for the installation of an In-Ground Transformer at Blue Lake Park and the Extension of Electrical Power to that Vault
- R-2 Order in the Matter of Exempting from Public Bidding the Purchase of two Drug Detector/Tracker Dogs and Training for Dog Handlers

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

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 Orders Accepting Deeds for County Roads:  
a) Union Oil Company of California - SE Stark Street  
b) Rex A. Nicoud - Cherry Park Road
- R-4 Budget Modification DES #9 reclassifying existing Naturalist position from temporary to permanent in Parks Services, and making reallocations within Personal Services to fund the reclassification
- R-5 In the Matter of the 1988 Community Development Block Grant contracts as follows: a) City of Troutdale - Reconstruction of streets and sidewalks to allow safe school access \$76,900; b) City of Gresham - Reconstruction of streets and sidewalks (S.E. Kelly and Elliott Avenues) \$163,800; c) City of Gresham - Replacement of undersized/deteriorated waterlines in SE 5th Avenue \$46,992; d) City of Gresham - Replacement of undersized/deteriorated waterlines in SE Vista Avenue \$65,595; e) City of Wood Village - Completion of Phase I water transmission line \$5,440; f) City of Gresham - Replacement of undersized/deteriorated waterlines in SE 7th Avenue \$1,098; and g) Gresham Historical Society - Preparation of site for visitor information center - Linneman Junction Vintage Railway Station \$30,000

DEPARTMENT OF HUMAN SERVICES

- R-6      In the matter of the ratification of an amendment to an intergovernmental agreement with Oregon Health Sciences University to increase present agreement \$17,001 to continue Cleve Allen Dental Clinic for term February 1, 1989 to June 30, 1989

DEPARTMENT OF JUSTICE SERVICES

- R-7      In the matter of ratification of an intergovernmental agreement with USAFO for Oregon whereby County pays \$500 for rental of Firing Ranges at Camp Withycomb, for period October 1, 1989 to September 30, 1990

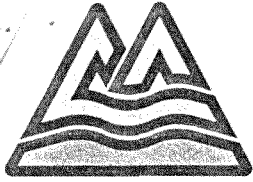
Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

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

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers

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

0498C.22-27



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JANE MCGARVIN • Clerk • 248-3277

January 31, 1989

Mr. Paul Yarborough, Director  
Department of Environmental Services  
2115 SE Morrison  
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held January 31, 1989, the following action was taken:

In the Matter of Exempting from Public Bidding a )	
Contract with Portland General Electric for the )	
installation of an In-Ground Transformer at Blue )	O R D E R
Lake Park and the Extension of Electrical Power )	#89-13
to that Vault R-1 )	

Charles Ciecko, Parks Manager, explained the request is because Portland General Electric is the sole provider for Blue Lake Park, and installs and services their own equipment. The County has no choice but to request an exemption.

Upon motion of Commissioner Casterline, duly seconded by Commissioner Bauman, it is unanimously

ORDERED that said recommended Order be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin  
Jane McGarvin  
Clerk of the Board

jm  
cc: Parks Services  
Purchasing  
Dept. of General Services

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

JAN 20 1989

(For Clerk's Use)  
Meeting Date 1/31/89  
Agenda No. B-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB Exemption Request

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

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

DEPARTMENT Environmental Services

DIVISION Park Services

CONTACT Nancy Chase/Frank Lopez

TELEPHONE 248-5050/248-5111

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Nancy Chase, Frank Lopez

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

Request to the Board of County Commissioners acting as the PCRB, regarding an exemption from the competitive bid process for the installation of an inground transformer vault at Blue Lake Park and the extension of a power line to that vault from an existing power source north of the Blue Lake Park beach area. Portland General Electric is the sole provider of electrical power in that area. The estimated cost for this work is \$2,009.46.

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 \_\_\_\_\_

*notice - appl 1/27/89  
mailed  
approved - 2/3/89 (?)  
notice mailed 3/16/89/89  
(Notice 89-13  
+ Original Agreement  
to Park)*

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-NOMAH COUNTY  
OREGON  
1989 JAN 24 PM 4:35

SIGNATURES:

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

BUDGET / PERSONNEL 1

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

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

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





OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Purchasing

FROM: Charles Ciecko *C.*

DATE: December 23, 1988

SUBJECT: P.G.E.

Attached is an agreement for electrical work at Blue Lake Park. The agreement is for \$2,009.46, the work will be done by P.G.E. Because of the nature of the work P.G.E. is the only provider. The Park Services Division is therefore requesting an exemption to the standard purchase order prices.

CC:kcc

*Thanks for your help!*

1984p



Portland General Electric Company  
Eastern Region


November 4, 1988

Jim Walsh  
400 West 15th Street  
Vancouver WA 98660

Dear Sir:

Would you please have the enclosed form signed by the appropriate person and return to me. PGE will proceed with the electrical connection to the Swim Center at Blue Lake Park as soon as service is complete.

Sincerely,

  
R. W. Clayton  
Service & Design Consultant  
Eastern Region, Gresham

RWC:pt

Enclosure

PORTLAND GENERAL ELECTRIC COMPANY

Line Extension Cost Agreement

Applicant: Multnomah County  
 Project Name: Blue Lake Swim Center  
 Service Address: Blue Lake Park  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: November 4, 1988  
 Job No.: G0003  
 OH    UG X Div East

For Office Use Only

a. Line extension costs eligible for allowance:	\$2,520.48
b. Allowance:	511 02
c. Applicant responsibility (a-b):	2,009.46
d. Line extension costs not eligible for allowance:	0
e. Total applicant responsibility (c+d):	\$2,009.46

Payment terms (check one):

1.        Cash in advance
2. X 30 days from date of completion (upon approved credit)
3.        Extended payment (5 years, for owner-occupied residence only, upon approved credit)

Credit approved by: \_\_\_\_\_

AGREEMENT

PGE agrees to install your line extension for the amount described in "Total applicant responsibility" under these terms and conditions:

1. You are responsible for obtaining necessary easements, and the costs thereof are not included in this Agreement.
2. Unless otherwise indicated, the calculation of the line extension costs assumes standard construction and a route determined by the Company.
3. The terms of this Agreement are subject to change if the line extension is not completed within 6 months of the Agreement date or if there are any changes in construction design.
4. You have no ownership rights in the line extension materials or easements other than the right to a refund as described in Section 5.
5. In the event additional customers are served off this line extension within 5 years from the date the line extension is energized, you may be entitled to a refund of part of the costs for which you are responsible. In order to qualify for a refund, the applicant responsibility (Line c) must have exceeded \$100 and you must request a refund from PGE within 6 years from the date your line extension was energized.

*Charles Ciecha*

Applicant Signature

248-5050

Telephone

*PW Clayton*

PGE Representative

461-5000

Telephone



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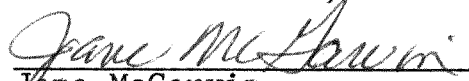
### N O T I C E

On Tuesday, January 31, 1989, following the 1:30 PM Informal Meeting, the Board of County Commissioners sitting as the Public Contract Review Board, will consider an application for the Exemption from Public Bidding a Contract with Portland General Electric for the installation of an In-Ground Transformer at Blue Lake Park and the Extension of Electrical Power to that Vault

A copy of the application is attached.

For further information, please call Lillie Walker, Purchasing Director, at 248-5111, or Jane McGarvin, Clerk of the Board, at 248-3277.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Jane McGarvin  
Clerk of the Board

jm  
1/26/89

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 the Installation of an )  
In-Ground Transformer Vault at Blue )  
Lake Park and the Extension of )  
Electrical Power to that Vault by a )  
Sole Source Provider )

A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from Department of Environmental Services, Parks Services is hereby made pursuant to the Board's Administrative Rules AR 10.010, 10.100 adopted under the provisions of ORS 279.015 and 279.017, for an order exempting from the requirements of public bidding the installation of an in-ground transformer vault at Blue Lake Park and the extension of a power line to that vault from an existing power source north of the park.


This request is made for the following reasons:

1. Portland General Electric is the sole provider of electrical power in the area.

The DES, Parks Services Division has appropriated funds for this purchase in FY 88-89 budget.

The Purchasing Section recommends this action.

Dated this 5th day of January, 1989.

  
Lillie M. Walker, Director  
Purchasing Section

/cs



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POLLY CASTERLINE •	District 4 •	248-5213
JANE McGARVIN •	Clerk •	248-3277

### NOTICE OF APPROVAL

On Tuesday, January 31, 1989, following the 1:30 PM Informal Meeting, the Board of County Commissioners sitting as the Public Contract Review Board, approved an Order for the Exemption from Public Bidding a Contract with Portland General Electric for the installation of an In-Ground Transformer at Blue Lake Park and the Extension of Electrical Power to that Vault.

A copy of the Order is attached.

For further information, please call Lillie Walker, Purchasing Director, at 248-5111, or Jane McGarvin, Clerk of the Board, at 248-3277.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By *Barbara E. Jones*  
Barbara E. Jones  
Asst. Clerk of the Board

bj  
cc: Purchasing  
General Services  
Park Services

2/03/89  
0523C.9

**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 a Contract with Portland General )  
Electric for the installation of an in- )  
ground transformer at Blue Lake Park and the )  
extension of electrical power to that vault )

**O R D E R**

#89-13

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from Parks Services Division for an order exempting from the requirement of public bidding the installation of an in-ground transformer vault at Blue Lake Park and the extension of a power line to that vault from an existing power source north of the park.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that the Portland General Electric Company is the sole provider of electrical power in the area, and is not likely to encourage favoritism.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.100, 20.030 and 30.010; it is, therefore

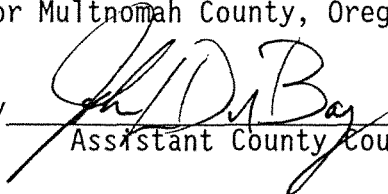
**ORDERED** that these services be exempted from the requirement of public bidding.

Dated this 31st day of January , 1989.

**APPROVED AS TO FORM:**

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

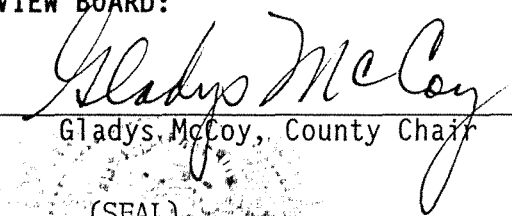
By

  
Assistant County Counsel

/cs

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

By

  
Gladys McCoy, County Chair

(SEAL)

1/31/89

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

PARKS

Order exempting from Public Bidding - In-Ground Transformer at Blue Lake  
and Line Extension Cost Agreement

BOARD OF  
COUNTY COMMISSIONERS  
1989 MAR 20 AM 11:22  
MULTNOMAH COUNTY  
OREGON

R-1



Form CC-2 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE





## MULTNOMAH COUNTY OREGON

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RICK BAUMAN • District 3 • 248-5217  
POLLY CASTERLINE • District 4 • 248-5213  
JANE MCGARVIN • Clerk • 248-3277

January 31, 1989

Ms. Linda Alexander, Director  
Department of General Services  
1120 SW Fifth  
Portland, OR

Dear Ms. Alexander:

Be it remembered, that at a meeting of the Board of County Commissioners held January 31, 1989, the following action was taken:

In the Matter of Exempting from Public Bidding	)	O R D E R
the Purchase of two Drug Detector/Tracker Dogs	)	#89-14
and Training for Dog Handlers	R-2 )	

Chuck Fessler, Undersheriff, explained this request is for the purchase of two Drug Detector/Tracker Dogs; one will replace a dog that is retiring, the other is a new dog. Both will be trained in tracking and narcotics detection using the system used by the U.S. Border Patrol. In addition, the request includes training for two dog handlers. Since this is an ongoing program, costs for the additional dog would be mostly for dog food, and for training of the handlers. Training will be provided by the Border Patrol from San Antonio, Texas, and this expertise will be used for tracking and detection of narcotics in the field and in County jail facilities where drug contraband continues to be a problem. The normal cost for this type of dog is \$10,000 each plus training costs; County cost will be \$11,000 for two dogs and training. The reason for the low cost is that this unit will be an extension of border patrol security because the dogs and handlers will have the same training as Border Patrol staff; and will be used in Clackamas and Washington Counties where Multnomah County now participates in service trade-offs. In addition, the handlers and dogs will be participating in educational programs in local schools where both schools and local agencies have already made commitments to use the dogs as educational tools. He stated the dogs will ride in patrol cars when they are not tracking or being used in narcotics detection. In answer to Commissioner McCoy's question, he replied cages for the dogs are added to patrol cars used for this purpose; and that the Sheriff's Office presently has four cars equipped in this manner.

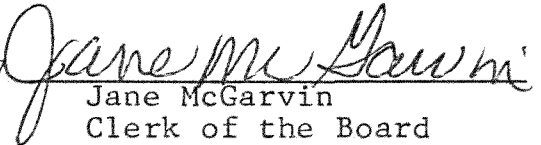
Randy Amundson, Sheriff's Office, said he feels working with the Border Patrol is a unique opportunity since staff will be trained in the same manner as that organization. He assured the Board these dogs are not trained as attack dogs, but will be used for field tracking, narcotics detection, and education.

Upon motion of Commissioner Kafoury, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said recommended Order be approved.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By   
Jane McGarvin  
Clerk of the Board

jm  
cc: Purchasing  
Sheriff Pearce  
Dept. of Justice Services

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

JAN 20 1989

(For Clerk's Use)

Meeting Date 1/23/89  
Agenda No. PC-2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB Exemption Request

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

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

DEPARTMENT Sheriff's Office

DIVISION Law Enforcement

CONTACT Randy Amundson/Lillie Walker

TELEPHONE 255-3600/248-5111

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Randy Amundson/Lillie Walker

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

Request to the Board of County Commissioners acting as the PCRB, for approval of an exemption from competitive bidding to purchase two drug detector/tracker dogs and training for dog handlers through Global Training Academy, Inc., a sole source.

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 \_\_\_\_\_

*Notice App'l 1/27/89  
mailed  
Approval 2/3/89(?).  
mailed 3/16/89  
# 89-14*

RECEIVED  
JAN 22 1989  
DEPARTMENT OF  
JUSTICE SERVICES

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Fred B. Pearce

BUDGET / PERSONNEL Jerry L. Ladd

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Dwyer

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

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

CS:122988



# Multnomah County Sheriff's Office

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

FRED B. PEARCE  
SHERIFF

(503) 255-3600

## MEMORANDUM

TO: COUNTY PURCHASING

cc: Charles Fessler, Undersheriff  
Sergeant Walt VanHooser, Manager Tactical Dog Unit

FROM: RANDY AMUNDSON, Chief  
Law Enforcement Division *R. Amundson*

DATE: December 20, 1988

SUBJECT: EXEMPTION FROM FORMAL PURCHASING PROCEDURE INVOLVING SUMS OVER \$10,000

The Sheriff's Office requests an exemption from the formal purchasing procedure involving sums over \$10,000. The Sheriff's Office has identified \$11,448 within its budget to purchase two drug detector/tracker dogs. This price includes the dogs and the training of two handlers.

We have identified a vendor (Global Training Academy, Inc. of San Antonio, Texas) who we believe is the only vendor able to meet our needs and requirements.

Global Training was referred to us by the United States Border Patrol (southwest region) which uses Global exclusively to train their drug detector dogs. The price we have been quoted by Global Training is very competitive and they have an extremely good reputation with the border patrol and the federal court. As an added benefit, the border patrol has offered to let our dogs and handlers work with their personnel free of charge if we choose to use Global. The offer from the border patrol was made because the training of our dogs and handlers will be the same as that received by the border patrol and will not create any technical problems that might otherwise exist if we were to utilize a different trainer.

This offer to work with the border patrol is a unique opportunity and substantially increases the credibility of our dogs and their handlers. We believe this is a very cost effective proposal and one we would not be able to duplicate if we were required to submit it for bid.

RA/tjb/2276H

December 21, 1988

JAN,

Attached is the request for exemption. If you have any questions, please contact either Dick Showalter or Chief Randy Amundson. I will be gone until Jan. 3, 1989. When I return, I will write a PD-30 for the Dogs. If there is any way possible to get the 50% advance before I return, please let Dick know. His number is 255-3600, ext. 342.

*Ruth Nutting*

RECEIVED  
PURCHASING SECTION  
88 DEC 22 AM 11:47  
SULLY HUMAN COUNTY



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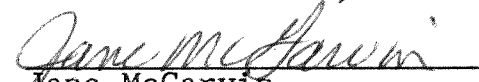
## N O T I C E

On Tuesday, January 31, 1989, following the 1:30 PM Informal Meeting, the Board of County Commissioners sitting as the Public Contract Review Board, will consider an application for the exemption from Public Bidding the Purchase of two Drug Detector/Tracker Dogs and Training for Dog Handlers

A copy of the application is attached.

For further information, please call Lillie Walker, Purchasing Director, at 248-5111, or Jane McGarvin, Clerk of the Board, at 248-3277.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Jane McGarvin  
Clerk of the Board

jm  
1/26/89

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 a Contract with Global Training )  
Academy, Inc., for two Drug Detector/ )  
Tracker Dogs, including Training for )  
Dog Handlers )

A P P L I C A T I O N

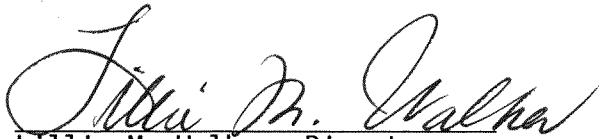
Application to the Public Contract Review Board on behalf of a request from the Multnomah County Sheriff's Office is hereby made pursuant to the Board's Administrative Rules AR 10.010, adopted under the provisions of ORS 279.015 and 279.017, for an order exempting from the requirements of public bidding the purchase of two drug detector/tracker dogs and training for dog handlers through a contract with Global Training Academy, Inc., at an approximate cost of \$11,448.00.

This request is made for the following reasons:

1. Global Training Academy, Inc., is the only identified vendor who can supply the drug detector/tracker dogs and provide dog handler training. The Purchasing Section contacted several local jurisdictions' law enforcement staff without success in identifying additional vendors.
2. The Sheriff's Office indicates an immediate need to purchase the dogs and begin dog handler training.

The Sheriff's Office has appropriated funds for this purchase in FY 88-89 budget.

Dated this 29th day of December, 1988.

  
Lillie M. Walker, Director  
Purchasing Section

/cs



## MULTNOMAH COUNTY OREGON

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

GLADYS McCOY •	Chair •	248-3308
PAULINE ANDERSON •	District 1 •	248-5220
GRETCHEN KAFOURY •	District 2 •	248-5219
RICK BAUMAN •	District 3 •	248-5217
POLLY CASTERLINE •	District 4 •	248-5213
JANE MCGARVIN •	Clerk •	248-3277

### NOTICE OF APPROVAL

On Tuesday, January 31, 1989, following the 1:30 PM Informal Meeting, the Board of County Commissioners sitting as the Public Contract Review Board, approved an Order for the exemption from Public Bidding the Purchase of two Drug Detector/ Tracker Dogs and Training for Dog Handlers.

A copy of the Order is attached.

For further information, please call Lillie Walker, Purchasing Director, at 248-5111, or Jane McGarvin, Clerk of the Board, at 248-3277.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Barbara E. Jones  
Barbara E. Jones  
Asst. Clerk of the Board

bj  
cc: Purchasing  
General Services  
Randy Amundson, Sheriff's Office

2/03/89  
0523C.10



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 the Purchase of two Drug Detector/ )  
Tracker Dogs and Training for Dog Handlers )

O R D E R  
#89-14

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the Sheriff's Office for an order exempting from the requirement of public bidding the purchase of two drug detector/tracker dogs and training for dog handlers at a cost of \$11,448.00.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that the Global Training Academy, Inc. is the only identified vendor who is able to provide the dogs and dog handler training. The Purchasing Section has been unable to identify additional vendors who can provide this service, therefore, the purchase source is verified as sole source and is unlikely to encourage favoritism. The Sheriff's Office indicates an immediate need to purchase the dogs and begin training of dog handlers.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.100, 20.030 and 30.010; it is, therefore

**ORDERED** that the purchase of the dogs and dog handler training be exempted from the requirement of public bidding.

Dated this 31st day of January, 1989.

**APPROVED AS TO FORM:**

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By Sandra Duffy  
Assistant County Counsel

/cs

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

By Gladys McCoy  
Gladys McCoy, County Chair



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

(For Clerk's Use)  
Meeting Date 1/31/88  
Agenda No. R-3a

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for County Road Purposes

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

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

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard

TELEPHONE 3599

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

BRIEF SUMMARY

S.E. STARK STREET/COUNTY ROAD NO. 924/ITEM 88-323

Deed for Road purposes from Union Oil Company of California. Order Accepting Deed conveying property for county road purposes.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records, together with the EXHIBIT "A", which is attached to said deed.

ACTION REQUESTED:

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

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

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other DEED/ORDER/EXHIBIT TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS

SIGNATURES:

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

BUDGET/PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John D. B.

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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

3706V

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed	)	ORDER ACCEPTING DEED	#89-15
from Union Oil Company of California for	)	FOR A COUNTY ROAD	
Road Purposes.	)		
	)	S.E. STARK STREET	
	)	COUNTY ROAD NO. 924	
	)	(W. of S.E. 242nd Avenue)	
	)	Item 88-323	

---

WHEREAS, Union Oil Company of California has tendered to MULTNOMAH COUNTY a deed for public road purposes; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from Union Oil Company of California to MULTNOMAH COUNTY is accepted for use as a county road.

2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

Two parcels of land situated in the southwest one-quarter of Section 35, T1N, R3E, W.M., Multnomah County, Oregon, which is described as follows:

Parcel "A"

Beginning at the point of intersection of the east right-of-way line of Cherry Park Road, No. 571 (said right-of-way line lying 25.00 feet easterly, when measured at right angles, of the centerline of said Cherry Park Road) and the north right-of-way line of S.E. Stark Street, No. 924 (said right-of-way line lying 40.00 feet northerly, when measured at right angles, of the centerline of said S.E. Stark Street); thence S 88°35'52" E along said north right-of-way line, a distance of 19.52 feet; thence northwesterly on the arc of a 20.00 foot radius curve to the right through a central angle of 88°35'52", an arc distance of 30.93 feet (the chord bears N 44°17'56" W, 27.94 feet) to a point on said east right-of-way line of Cherry Park Road; thence south along said east right-of-way line, a distance of 19.52 feet to the true point of beginning.

Containing 81 square feet, more or less.

ORDER

S.E. Stark Street

County Road No. 924

(W. of S.E. 242nd Avenue)

Item 88-323

Page 2

Parcel "B"

Beginning at the point of intersection of the west right-of-way line of S.E. 242nd Drive, No. 3085 (said right-of-way line lying 40.00 feet westerly, when measured at right angles, of the centerline of said S.E. 242nd Drive) and said north right-of-way line of S.E. Stark Street; thence N 88°35'52" W along said north right-of-way line, a distance of 25.13 feet; thence northeasterly on the arc of a 25.00 foot radius curve to the left through a central angle of 90°18'15", an arc distance of 39.40 feet (the chord bears N 46°15'01" E, 35.45 feet) to a point on said west right-of-way line of S.E. 242nd Drive; thence S 01°05'53" W along said west right-of-way line, a distance of 25.13 feet to the true point of beginning.

Containing 136 square feet, more or less.

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

ORDER  
S.E. Stark Street  
County Road No. 942  
(W. of S.E. 242nd Avenue)  
Item 88-323  
Page 3

DATED this 31st of January, 1989.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

APPROVED:

LARRY F. NICHOLAS, P.E.  
COUNTY ENGINEER  
FOR MULTNOMAH COUNTY, OREGON

By: [Signature]

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By: [Signature]  
John L. DuBay  
Assistant County Counsel

0014W/0839W

S.E. Stark Street  
(W. of S.E. 242nd Avenue)  
Item 88-323

Union Oil Company of California, <sup>dba UNOCAL,</sup> /a Corporation corporation, hereby conveys to Multnomah County, a political subdivision of the State of Oregon, for road purposes, the following described property:

Two parcels of land situated in the southwest one-quarter of Section 35, T1N, R3E, W.M., Multnomah County, Oregon, which is described as follows:

Parcel "A"

Beginning at the point of intersection of the east right-of-way line of Cherry Park Road, No. 571 (said right-of-way line lying 25.00 feet easterly, when measured at right angles, of the centerline of said Cherry Park Road) and the north right-of-way line of S.E. Stark Street, No. 924 (said right-of-way line lying 40.00 feet northerly, when measured at right angles, of the centerline of said S.E. Stark Street); thence S 88°35'52" E along said north right-of-way line, a distance of 19.52 feet; thence northwesterly on the arc of a 20.00 foot radius curve to the right through a central angle of 88°35'52", an arc distance of 30.93 feet (the chord bears N 44°17'56" W, 27.94 feet) to a point on said east right-of-way line of Cherry Park Road; thence south along said east right-of-way line, a distance of 19.52 feet to the true point of beginning.

Containing 81 square feet, more or less.

Parcel "B"

Beginning at the point of intersection of the west right-of-way line of S.E. 242nd Drive, No. 3085 (said right-of-way line lying 40.00 feet westerly, when measured at right angles, of the centerline of said S.E. 242nd Drive) and said north right-of-way line of S.E. Stark Street; thence N 88°35'52" W along said north right-of-way line, a distance of 25.13 feet; thence northeasterly on the arc of a 25.00 foot radius curve to the left through a central angle of 90°18'15", an arc distance of 39.40 feet (the chord bears N 46°15'01" E, 35.45 feet) to a point on said west right-of-way line of S.E. 242nd Drive; thence S 01°05'53" W along said west right-of-way line, a distance of 25.13 feet to the true point of beginning.

Containing 136 square feet, more or less.

S.E. Stark Street  
(W. of S.E. 242nd Drive)  
Item 88-323  
Page 2

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

Dated this 27th day of October, 1988.

APPROVED:

LARRY F. NICHOLAS, P.E.  
County Engineer

UNION OIL COMPANY OF CALIFORNIA,  
dba UNOCAL

By: [Signature]

By: [Signature]  
(Official Title) C. C. DOW MANAGER MARKETING REAL ESTATE  
UNION OIL COMPANY OF CALIFORNIA, WESTERN REGION

By: [Signature]  
(Official Title) R. E. Jenkins  
Assistant Secretary

STATE OF \_\_\_\_\_, County of \_\_\_\_\_

SIGNED BEFORE ME \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_, who being sworn, stated that \_\_\_\_\_ is/are the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that this instrument was voluntarily signed in behalf of said corporation by authority of its Board of Directors. Before me:

\_\_\_\_\_  
Notary Public for Said State

My Commission expires \_\_\_\_\_, 19\_\_\_\_

APPROVED AS TO FORM:

LAURENCE KRESSEL  
County Counsel

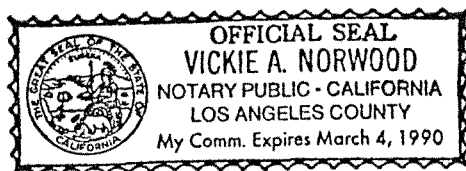
By: [Signature]

0531W/0839W

STATE OF CALIFORNIA       )  
                                      ) SS.  
COUNTY OF LOS ANGELES   )

On this the 27th day of October 1988, before me,  
Vickie A. Norwood, the undersigned Notary Public, personally  
appeared C. C. ROW, personally known to me to be the person who  
executed the within instrument as MANAGER, MARKETING REAL ESTATE or  
on behalf of the corporation therein named, and acknowledged to me  
that the corporation executed it.

WITNESS my hand and official seal.



Vickie A. Norwood

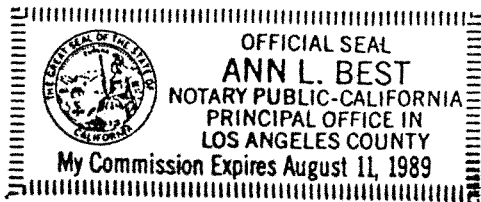
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

} SS.

On this 27th day of October, in the year 1988,  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
R. E. JENKINS

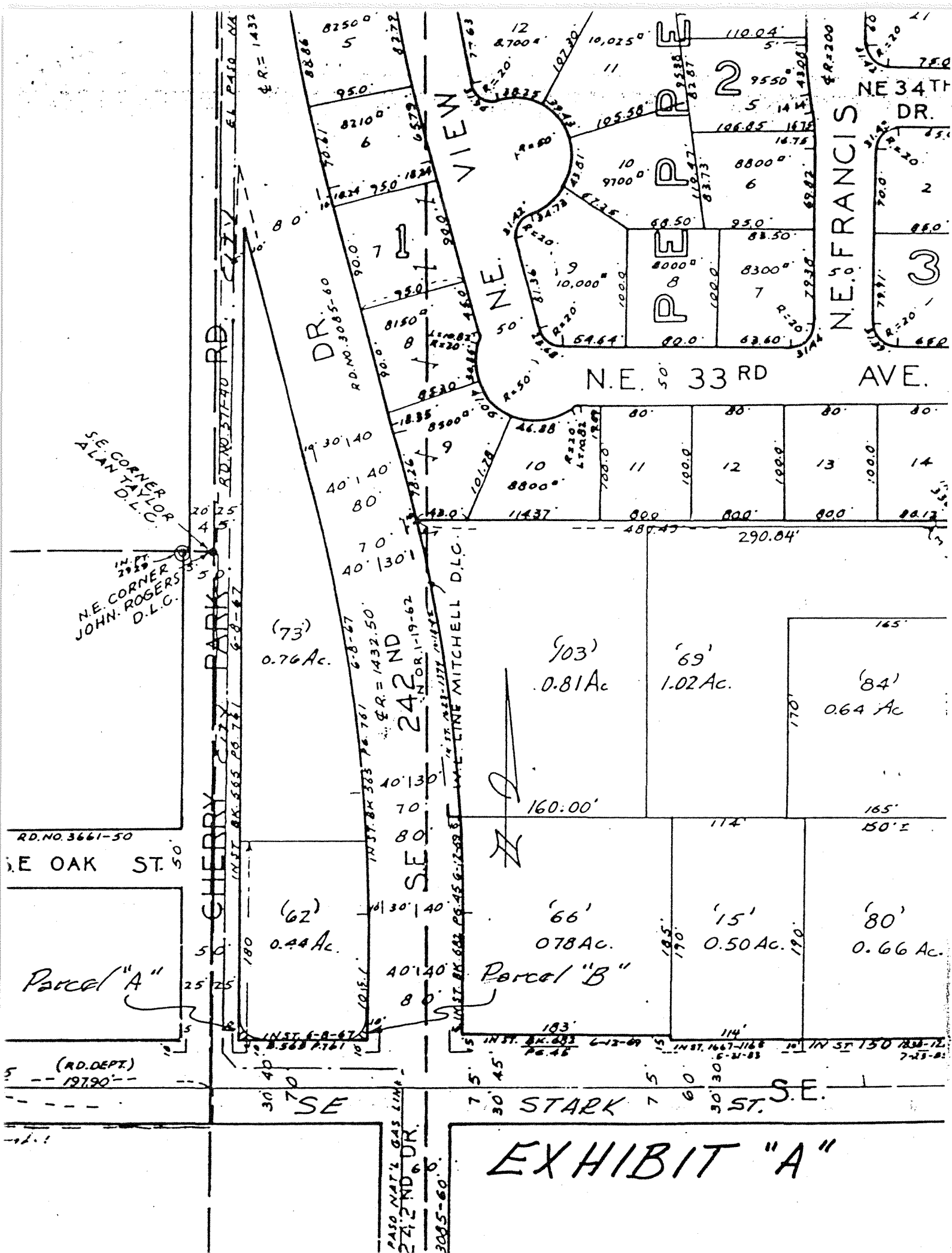
\_\_\_\_\_, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person whose name  
is subscribed to the within instrument, and acknowledged to me that he  
executed it.

WITNESS my hand and official seal.



Ann L. Best  
Notary Public in and for said State.





1/31/89

RECEIVED FROM JANE MCGARVIN  
CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER #89-15 ACCEPT DEED FOR CO RD FRM UNION OIL COMPANY OF CALIF \_ SE STARK ST RD NO 924  
Item 88-323

R-3a

DEED TO BE RECORDED

BOARD OF  
COUNTY COMMISSIONERS  
1989 MAR. 20 AM 11:22  
MULTNOMAH COUNTY  
OREGON

*Ruthie Corbett*

1/31/89

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER #89-15 ACCEPT DEED FOR CO RD FRM UNION OIL COMPANY OF CALIF \_ SE STARK ST RD NO 924  
Item 88-323

020893

R-3a

020894

DEED TO BE RECORDED

*Gm Burns*

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

03-17-89  
 0.001  
 # 2089.3  
 # 2089.4  
 ★  
 46922 A

BOARD OF  
 COUNTY COMMISSIONERS  
 1989 MAR 21 PM 2:39  
 CLATSOP COUNTY  
 OREGON

1/31/89

RECEIVED FROM JANE McGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER #89-15 ACCEPT DEED FOR CO RD FRM UNION OIL COMPANY OF CALIF \_ SE STARK ST RD NO 924  
Item 88-323

R-3a

DEED TO BE RECORDED

BOARD OF  
COUNTY COMMISSIONERS  
1989 MAR 29 PM 2:28  
MULTNOMAH COUNTY  
OREGON

*[Signature]*

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

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

(For Clerk's Use)

Meeting Date 1/31/89  
Agenda No. A-36

*Deed of Easements  
(Roads)*

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for County Road Purposes

*102  
5162*

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

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

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard

TELEPHONE 3599

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

BRIEF SUMMARY

*89-16*

CHERRY PARK ROAD/COUNTY ROAD NO. 571/ITEM 88-198

Deed For Road purposes from Rex A. Nicoud. Order Accepting Deed conveying property for county road purposes.

Director of DES recommends said deed be accepted and recorded in Multnomah County Deed Records, together with the EXHIBIT "A", which is attached to said deed.

ACTION REQUESTED:

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

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

IMPACT:

/ PERSONNEL

/ FISCAL/BUDGETARY

/ General Fund

Other DEED/ORDER/EXHIBIT TO BE RECORDED IN MULTNOMAH COUNTY DEED RECORDS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Jacobson/bkw

BUDGET/PERSONNEL /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John L. DeBo

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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

MULTNOMAH COUNTY  
OREGON  
1989 JAN 24 PM 4:35  
CLERK OF  
COUNTY COMMISSIONER

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed from Rex A. Nicoud for Road Purposes.	) ) ) ) ) ) )	ORDER ACCEPTING DEED #89-16 FOR A COUNTY ROAD  CHERRY PARK ROAD COUNTY ROAD NO. 571 (N. of S.E. Stark Street) Item 88-198
--	---------------------------------	---

---

WHEREAS, Rex A. Nicoud has tendered to MULTNOMAH COUNTY a deed for public road purposes; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from Rex A. Nicoud to MULTNOMAH COUNTY is accepted for use as a county road.
2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

A parcel of land situated in the southwest one-quarter of Section 35, T1N, R3E, W.M., Multnomah County Oregon, being more particularly described as follows:

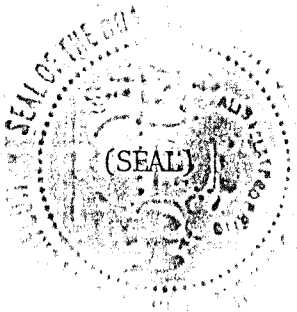
Commencing at a point of intersection of the east right of way line of Cherry Park Road, County Road No. 571 (said right-of-way line lying 25.00 feet east, when measured at right angles of the centerline of said Cherry Park Road) and the west right-of-way line of S.E. 242nd Drive, County Road No. 3085 (said right-of-way line lying 40.00 feet southwesterly when measured at right angles, of the centerline of S.E. 242nd Drive); thence S 15°02'22" E along said west right-of-way line a distance of 160.25 feet to the true point of beginning; thence S 63°39'02" W a distance of 0.99 feet; thence northwesterly on the arc of a 50.00 foot radius non-tangent curve to the left through a central angle of 62°19'24", an arc distance of 54.39 feet (the chord bears N 57°30'40" W, 51.75 feet) to a point on said east right-of-way line of Cherry Park Road; thence S 1°19'38" W along said east right-of-way line, a distance of 109.16 feet; thence northeasterly on the arc of a 10.00 foot radius, non-tangent curve to the right through a central angle of 80°24'21", an arc distance of 14.03 feet (the chord bears N 41°31'48" E, 12.91 feet) to a point of reverse curvature; thence continuing northeasterly on the arc of a 50.00 foot radius reverse curve to the left through a central angle of 96°46'18", an arc distance of 84.45 feet (the chord bears N 33°20'50" E, 74.76 feet) to a point on said west right-of-way line of S.E. 242nd Drive; thence N 15°02'22" W along said west right-of-way line, a distance of 10.00 feet to the true point of beginning.

ORDER  
Cherry Park Road  
County Road No. 571  
(N. of S.E. Stark Street)  
Item 88-198  
Page 2

Containing 3,947 square feet, more or less.

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

DATED this 31st of January, 1989.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: Gladys McCoy  
Gladys McCoy  
Multnomah County Chair

APPROVED:

LARRY F. NICHOLAS, P.E.  
COUNTY ENGINEER  
FOR MULTNOMAH COUNTY, OREGON

By: [Signature]

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By: [Signature]  
John L. DuBay  
Assistant County Counsel

0014W/0721W



*Original*  
(Deed for Road Purposes - Individual)

Cherry Park Road  
(N. of S.E. Stark Street)  
Item 88-198

KNOW ALL MEN BY THESE PRESENTS, That Rex A. Nicoud, in consideration of One Dollar, and other good and valuable considerations to him paid does hereby grant, unto Multnomah County, Oregon, its successors and assigns, a perpetual easement for road purposes, all the following described parcel of land:

A parcel of land situated in the southwest one-quarter of Section 35, T1N, R3E, W.M., Multnomah County Oregon, being more particularly described as follows:

Commencing at a point of intersection of the east right of way line of Cherry Park Road, County Road No. 571 (said right-of-way line lying 25.00 feet east, when measured at right angles of the centerline of said Cherry Park Road) and the west right-of-way line of S.E. 242nd Drive, County Road No. 3085 (said right-of-way line lying 40.00 feet southwesterly when measured at right angles, of the centerline of S.E. 242nd Drive); thence S 15°02'22" E along said west right-of-way line a distance of 160.25 feet to the true point of beginning; thence S 63°39'02" W a distance of 0.99 feet; thence northwesterly on the arc of a 50.00 foot radius non-tangent curve to the left through a central angle of 62°19'24", an arc distance of 54.39 feet (the chord bears N 57°30'40" W, 51.75 feet) to a point on said east right-of-way line of Cherry Park Road; thence S 1°19'38" W along said east right-of-way line, a distance of 109.16 feet; thence northeasterly on the arc of a 10.00 foot radius, non-tangent curve to the right through a central angle of 80°24'21", an arc distance of 14.03 feet (the chord bears N 41°31'48" E, 12.91 feet) to a point of reverse curvature; thence continuing northeasterly on the arc of a 50.00 foot radius reverse curve to the left through a central angle of 96°46'18", an arc distance of 84.45 feet (the chord bears N 33°20'50" E, 74.76 feet) to a point on said west right-of-way line of S.E. 242nd Drive; thence N 15°02'22" W along said west right-of-way line, a distance of 10.00 feet to the true point of beginning.

Containing 3,947 square feet, more or less.

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

TO HAVE AND TO HOLD the above granted property unto the said Multnomah County, its successors and assigns, forever.

Deed for Road Purposes - Individual  
Cherry Park Road  
(N. of S.E. Stark Street)  
Item 88-198  
Page Two

IN WITNESS WHEREOF, the grantor \_\_\_\_\_ above named ha S hereunto  
set his hand \_\_\_\_\_ this 10<sup>TH</sup> day of October A.D., 1988

APPROVED:

LARRY F. NICHOLAS, P.E.  
County Engineer

by R. T. Howard

APPROVED AS TO FORM:

LAURENCE KRESSEL  
County Counsel

Rex A. Nicoud  
Rex A. Nicoud, Grantor

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

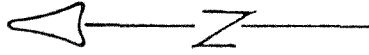
STATE OF OR., County of MULT

SIGNED BEFORE ME October 10, 1988 personally appeared the  
above-named REX A. NICOUD, who  
acknowledged the foregoing instrument to be HIS voluntary act.

James A. Sanders  
Notary Public for Said State  
My Commission expires 4/9, 1991

531W/0721W

Exhibit "A"



SW 1/4 Sec 35  
IN 3E

RD

PARK CO RD. 571-40

CHERRY

R=50  
dedication

(73)

(62)  
0.0044c

242 ND

42 = 133.50

101.18 x 583.14 = 161

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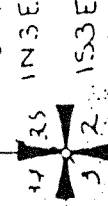
101.18 x 583.14 = 161

101.18 x 583.14 = 161

101.18 x 583.14 = 161

101.18 x 583.14 = 161

ST.



ST.

SE Stark St

St

(03)  
2.81Ac

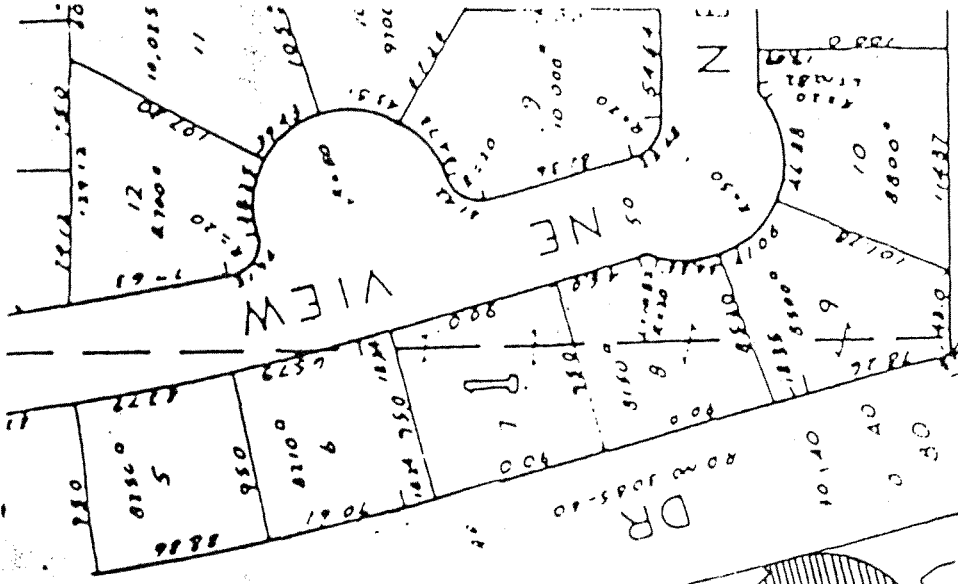
160.00'

(66)  
0.078Ac

VIEW

NE

N



W. CLINE MITCHELL D.C.

242 ND

42 = 133.50

101.18 x 583.14 = 161

101.18 x 583.14 = 161

101.18 x 583.14 = 161

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1/31/89

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER #89-16 ACCEPT DEED FOR CO RD NO 571 FROM REX A NICLOUD  
Item 88-198

R-3b

**020891**

DEED TO BE RECORDED

**020892**



Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

03-17-89

2 0001

\*1008

46902

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03-17-89

2 0001

# 20891

# 20892

\*

46912

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BOARD OF  
COUNTY COMMISSIONERS  
1989 MAR 21 PM 2:39  
JOHNSON COUNTY  
OREGON

1/31/89

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING

ZONING

ORDER #89-16 ACCEPT DEED FOR CO RD NO 571 FROM REX A NICLOUD  
Item 88-198

R-3b

DEED TO BE RECORDED

BOARD OF  
COUNTY COMMISSIONERS  
1989 MAR 20 AM 11:22  
MULTNOMAH COUNTY  
OREGON



1/31/89

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ENGINEERING


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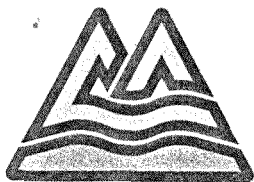
ORDER #89-16 ACCEPT DEED FOR CO RD NO 571 FROM REX A NICOULD  
Item 88-198

R-3b

DEED TO BE RECORDED

BOARD OF  
COUNTY COMMISSIONERS  
1989 MAR 29 PM 2:28  
MULTNOMAH COUNTY  
OREGON

  
PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE



# MULTNOMAH COUNTY OREGON

102  
JTBZ

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

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

January 31, 1989

Mr. Paul Yarborough, Director  
Department of Environmental Services  
2115 SE Morrison  
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held January 31, 1989, the following action was taken:

Request of the Director of Environmental Services)  
for approval of Budget Modification DES #9 re- )  
classifying existing Naturalist position from )  
temporary to permanent in Parks Services, and )  
making reallocations within Personal Services to )  
fund the reclassification R-4 )

Charles Ciecko, Parks Manager, said the Division feels this position can be funded from the 1989/90 budget without adding a position.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Kafoury, it is unanimously

ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin  
Jane McGarvin  
Clerk of the Board

jm  
cc: Budget  
Finance  
Parks Services  
Employee Relations



BUDGET MODIFICATION NO. DES #9

(For Clerk's Use) Meeting Date 1/31/89  
Agenda No. R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR January 26, 1989 Feb. 2, 1989  
(Date)

DEPARTMENT Dept. of Environmental Services DIVISION Parks Services

CONTACT Charles Ciecko TELEPHONE 248-5050

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Charles Ciecko

SUGGESTED

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

Budget Modification to create full time Community Information Technician Position (Naturalist).

(Estimated Time Needed on the Agenda)

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

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification proposes to change the existing Naturalist position from its current "temporary" status to a "permanent" position. No new funds area requested.

Specifically this modification utilizes \$2,600 which is already ear-marked for this position in line item 5200, \$5,000 which is saved by terminating life-guarding services effective spring 89, and \$2,109 which is saved by County Insurance covering Blue Lake carousal rather than special policy.

Please see attached memo for request justification.

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

NA

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

Contingency before this modification (as of \_\_\_\_\_)  
(Specify Fund) (Date)

After this modification

\$

\$

Originated By

Date

Department Director

Date

Finance/Budget

Date

Employee Relations

Date

Board Approval

Date

EXPENDITURE  
TRANSACTION EB [ ]

GM [ ] TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		100	030	5320			5100	92,019	98,965	6,946		Increase Base (Perm)
		100	030	5320			5500			<del>2,572</del> 1,755		Increase Fringe
		100	030	5320			5550			<del>191</del> 1,008		Increase Insurance
											9709	
		100	030	5320			5200	31,470	28,870	(2,600)		Decrease Oxbow Temp
		100	030	5330			5200	77,740	72,740	(5,000)		Decrease B.L. Temp
		100	030	5330			6520	2,400	291	(2,109)		Decrease B.L. Ins.
											(9709)	
		400	040	9120			7700			1,008		Insurance Fund Costing
TOTAL EXPENDITURE CHANGE										1,008		TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB [ ]

GM [ ] TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		400	040	7040			6602			1,008		Src. Reimb. to Insur. Fund
TOTAL REVENUE CHANGE											1,008	TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. DES #9

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
1.0*	Community Information Technician	20,838	7,293	28,131
	*NOTE: This position is currently funded for 6 months/year as "temporary"			
	TOTAL CHANGE (ANNUALIZED)	20,838	7,293	28,131

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	Current FY		
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	TOTAL Increase (Decrease)
.33 FTE	Fund Community Information Technician (Naturalist) position from 3/1/89 thru 6/30/89	\$6,946	2,763 <del>1,755</del> 1,008	9,709

REQUEST TO CREATE/RECLASSIFY A POSITION

1. List the proposed duties of the position (please do not copy from the class specification):

a. Please see attached position description.

b.

c.

d.

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

Community Information Technician (Parks Naturalist)

3. Is this a new position ☒ YES ☐ NO

4. If this is an existing position, state the name of the incumbent:

Parks Naturalist is currently a 6 month temporary position

5. Proposed effective date of change: March 1, 1989

Hiring Manager: Charles Ciecko

Date: January 10, 1989 Dept/Div: DES/Parks Services

EMPLOYEE RELATIONS DIVISION USE ONLY

Action: ☒ Approved as submitted

☐ Approved for classification title

☐ Denied (for Reclassification Requests only)

Analyst Name

Doreen M. Smith

Date

1/20/89

## Position Description

### I. Major Duties

- a) Develop interpretative programs at Oxbow and Blue Lake Regional Parks which increase visitors perception and appreciation of the Parks recreational, fish, wildlife, botanical, historical, and geological resources utilizing a variety of media which include: nature walks, slide shows, brochures, bulletin board displays, campfire talks, recreational activities, etc.
- b) Enhance community awareness, pride, utilization and support of park facilities and programs through development and presentation of special programs outside the parks for schools, colleges, conservation groups, civic and public service groups, youth organizations and senior centers.
- c) Improve opportunity for citizen involvement by coordinating the Division's volunteer labor program. Including but not limited to: soliciting volunteer assistance, arranging projects, supervising projects where appropriate, developing and implementing volunteer recognition program.
- d) Improve responsiveness to community needs and desires by responding to requests for "custom" on-site presentations and/or recreational activities from various youth organizations, schools and day-care facilities.
- e) Assist with preparation of annual budget. Obtain needed supplies and materials for interpretative and recreational activities.
- f) Prepare proposals for grants and private/corporate sponsorship of Park activities.
- g) Orient new full-time and seasonal staff to Park resources.
- h) Maintain accurate records and write accurate and concise reports regarding all of the above.
- i) Assist with planning, promotion and delivery of special events.

### II. Required Knowledge, Skills and Abilities

- a) Extensive knowledge of Park Services mission, policies, rules and regulations, work practices, theories and concepts of interpretation, operations and organizational structure in order to carry out the Park's goals and objectives.

- b) In-depth knowledge of the Park's resource features in order to provide the highest quality of interpretation and to insure that accurate information is given to both park visitors and employees. Ability to plan, organize and supervise an interpretive program that meets the goals and objectives established by management.
- c) The ability to monitor and critique volunteer projects and to offer constructive criticism and suggestions for improvement.
- d) Professional skill in verbal and written communications. Ability to speak before varied and sizeable audiences and to communicate effectively with supervisors and subordinates. Ability to prepare and deliver polished and diverse interpretive programs. Ability to write newspaper-type copy as well as the ability to write professional texts for interpretive planning documents, trail leaflets, grant proposals, etc.
- e) Knowledge of budget preparation and expenditure monitoring practices.
- f) Knowledge of Park Services cultural resources management policies and procedures.
- g) Knowledge of Park Services management policies and procedures and conservation techniques.
- h) Familiarity with local service organizations, youth organizations, specialists, local, state and federal agencies with resource management responsibilities and schools.

### III. Scope of Effect

- a) Work has a direct effect on park visitors' understanding and appreciation of the Park Services Division and park values as well as on visitor comfort and safety. The quality of interpretive programs often has considerable impact in terms of "service image" as perceived by other agencies as well as by park visitors. Also influences overall effectiveness of operations; protection of park resources and harmony of relationships with park neighbors, and cooperating agency personnel.
- b) Will increase visitor utilization of facilities and resources during typically "low-use" periods.
- c) Will increase visits from tourists.

IV. Personal Contacts

- a) Contacts are with co-workers, professionals, elected officials, students, teachers, and a wide variety of park visitors, youth and service organizations.

V. Purpose of Contacts

Contacts are for the purpose of interpreting the features of the park and to provide the park visitor with added enjoyment through a quality interpretive experience. Contacts within the division and with peers in other agencies are to exchange information and to improve the overall program quality. Reconciles conflicting viewpoints with personnel in other functions to maintain efficient support of the interpretive operation. Contacts with specialists are to insure adequacy of facility planning and construction to meet long term program and public needs, to insure technical accuracy of details and the suitability and appeal of programs and similar matters.

VI. Physical Demands

Work involves considerable walking and standing while making presentations or leading walks. Long hours, with non-standard shifts are frequently required for program presentation training and other commitments. Long periods of sedentary activity are also involved. Work will involve considerable driving between sites.

VII. Work Environment

Assignments are performed both indoors and out-of-doors in the extremes of heat and cold.

CC:rj

2009p



# MULTNOMAH COUNTY OREGON

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

DEPARTMENT OF GENERAL SERVICES  
PORTLAND BUILDING  
1120 SW FIFTH, 14th FLOOR  
PORTLAND, OR 97204-1934  
(503) 248-3300

OFFICE OF THE DIRECTOR	(503) 248-3303
PLANNING & BUDGET	(503) 248-3883
COUNTY COUNSEL	(503) 248-3138
EMPLOYEE SERVICES	(503) 248-5015
FINANCE	(503) 248-3312
LABOR RELATIONS	(503) 248-5135

## MEMORANDUM

TO: Gladys McCoy, Chair  
Board of County Commissioners

FROM: Shaun Coldwell, Budget Analyst  
Planning & Budget Division

DATE: January 23, 1989

SUBJECT: PARKS DIVISION BUD MOD DES #9

I am attaching this memo to budget modification DES #9 in order to refresh your memory as to the history of this position request.

In the budget process for 1987-88, the Parks Division submitted an add package for this position, rating it a divisional priority 1. The request included a general fund subsidy in order to fund the position, which was not given a high enough priority in order to be included in your Proposed Budget.

Last year, the division again submitted a request for this position, rating it a divisional priority 1 and a departmental priority 4. That request included a general fund subsidy for the amount over what is currently budgeted for the Temporary funds for a half-time person. (\$7,830 is in the Temporary line item for this position; an additional \$15,304 was requested). The request was not included in the Budget for 1988-89.

This budget modification includes a proposal to find the remaining funds required within the Parks division. In addition to the cost savings mentioned for the Blue Lake Carousel insurance, it includes the savings realized through the Board approval of a program change for the use of lifeguards at the Blue Lake Swim Center. The division has committed to funding this position for 1989-90 within their established general fund constraint. The net effect of this budget modification is to increase a currently funded half-time position to full-time, using current general fund dollars.

5000F/SC/kd

cc: Jack Horner  
Dave Warren  
Paul Yarborough  
Betsy Williams  
Charles Ciecko





OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Paul Yarborough  
FROM: Charles Ciecko  
DATE: January 17, 1989  
SUBJECT: Request to create position

Per our previous discussion, please find attached the necessary paperwork for a proposal to create a new full-time position within the Parks Services Division--"Community Information Technician" (Parks Naturalist).

The Oxbow Park Nature Program just completed its fourth year. As you can see from the attached summary sheet, attendance at these programs has grown from 2,659 in 1985 to 9,726 in 1988--an increase of more than 300%.

The responsibility for planning, organizing and delivering these programs has fallen to one seasonal employee who is appointed for six (6) months each year.

Due to the growth in the popularity of the program it has become difficult, if not impossible, for the person assigned this responsibility to schedule sufficient time to address the variety of components involved with the program. For example, adequate time has not been available to develop new programs, schedule guest speakers, design special programs,, utilize volunteers for program delivery, or research and preview potential slide shows and movies.

The proposal which is attached will be funded from our existing allocation. This is possible due to savings and/or efficiencies which have been or will be implemented in the near future.

Specifically these include:

- a) The elimination of lifeguard services at Blue Lake Park. The current budget allows approximately \$40,000 for the collection of swim center fees, lifeguards and swim center manager. Although a large share of these funds has already been spent for last summer's operation and a certain amount must be retained for a seasonal "lake ranger" position, \$5,000 is still available for the proposed new position in FY 88-89.
- b) Of the \$7,830 currently appropriated for the seasonal "Naturalist" position, \$2,600 is still available.
- c) Due to an alternate insurance arrangement for the Blue Lake Carousal, a \$2,400 savings has been realized.

Nature Activity Program Attendance, 1985-88

	<u>1985</u>	<u>1986</u>	<u>1987</u>	<u>1988</u>
Campfires	1,270	1,449	1,289	2,171
Crafts	105	500	421	445
Children's Programs	159	238	205	416
Hikes	86	271	105	310
Zoo to You (1985 Only)	383			
Roving Contact (1988 Only)				923
River Rescue Day (1988 Only)				70
Raft Trips	)	89	58	155
	) 264			
Group Programs	)	650	689	940
Pre Festival Salmon Viewing Walks -				
Public	105	243	640	783
Special Groups	87	162	260	333
Salmon Festival	<u>200</u>	<u>500</u>	<u>1,698</u>	<u>3,178</u>
TOTALS	2,659	4,142	5,365	9,726

January 9, 1989  
Page Two

Similarly, we believe that funding of this position in FY 89-90 can be accomplished by utilizing existing resources dedicated to the seasonal "Naturalist" plus the savings from eliminating the lifeguarding service.

Please note that I estimate approximately half of the \$40,000 savings will be required to maintain and operate the new beach (i.e., seasonal staff, building maintenance, increased electric, water, sewer, etc.).

Please contact me if you have questions or concerns regarding this proposal.

CC:rj

attachment

2009p

MAR 16 REC'D

1/31/89

RECEIVED FROM JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

BUDGET

BUDGET MODIFICATION DES #9 APPROVED

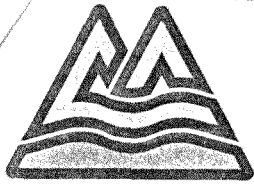
R-4



BOARD OF  
COUNTY COMMISSIONERS

1989 MAR 28 PM 2:14

MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

162703

5162

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

GLADYS McCOY •	Chair	• 248-3308
PAULINE ANDERSON •	District 1	• 248-5220
GRETCHEN KAFOURY •	District 2	• 248-5219
RICK BAUMAN •	District 3	• 248-5217
POLLY CASTERLINE •	District 4	• 248-5213
JANE McGARVIN •	Clerk	• 248-3277

January 31, 1989

Mr. Paul Yarborough, Director  
Department of Environmental Services  
2115 SE Morrison  
Portland, OR

Dear Mr. Yarborough:

Be it remembered, that at a meeting of the Board of County Commissioners held January 31, 1989, the following action was taken:

In the Matter of the 1988 Community Development )  
Block Grant contracts as follows: a) City of )  
Troutdale - Reconstruction of streets and side- )  
walks to allow safe school access \$76,900; b) )  
City of Gresham - Reconstruction of streets and )  
sidewalks (S.E. Kelly and Elliott Avenues) )  
\$163,800; c) City of Gresham - Replacement of )  
undersized/deteriorated waterlines in SE 5th )  
Avenue \$46,992; d) City of Gresham - Replacement )  
of undersized/deteriorated waterlines in SE )  
Vista Avenue \$65,595; e) City of Wood Village - )  
Completion of Phase I water transmission line )  
\$5,440; f) City of Gresham - Replacement of )  
undersized/deteriorated waterlines in SE 7th )  
Avenue \$1,098; and g) Gresham Historical Society )  
- Preparation of site for visitor information )  
center - Linneman Junction Vintage Railway )  
Station \$30,000 R-5 )

Cecile Pitts, Community Development, reported the contracts are late because of changes in the "Common Rule to Administering Grants"; and that all grants are for public works projects which will go out to bid within the next six months. These projects have been previously reviewed and approved by the Board.

Commissioner Kafoury discussed the multiple copies made for each contract, and stated that in the future, the Clerk should receive the original contracts, plus a copy of the contracts with copies of the Contract approval form only for Commissioners in order to reduce costs and the need for recycling paper.

Commissioner McCoy concurred with Commissioner Kafoury, and reminded Department managers to follow the suggestion.

Ms. Pitts requested a waiver for the RFP review process for projects previously reviewed and approved by the Board. She feels bringing contracts to the Board after the other processes have been completed duplicates work already done, and in addition, takes Board and staff time during Board meetings.

Commissioner McCoy suggested that since this is an entirely different issue, the matter be brought to the Board at a later date rather than mix it with contract approval matters.

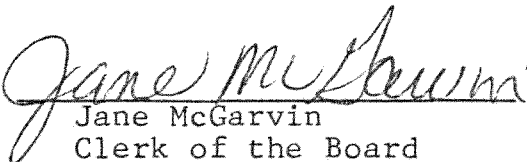
Ms. Pitts, in reply to Commissioner Anderson's question, said the Linneman Station project is included in the Oregon Tourist Alliance Project, and that this project requires monies from many different sources because of the large total cost.

Upon motion of Commissioner Anderson, duly seconded by Commissioner Casterline, it is unanimously

ORDERED that said intergovernmental agreements and contracts be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By   
Jane McGarvin  
Clerk of the Board

jm  
cc: Budget  
Finance  
Purchasing  
Community Development

DATE SUBMITTED January 23, 1989

(For Clerk's Use)

Meeting Date 1/31/89

Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: 1988 CDBG CONTRACTS

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

Formal Only February 2, 1989  
(Date)

DEPARTMENT Dept. of Environmental Services DIVISION Community Development

CONTACT Cecile Pitts TELEPHONE 248-3044

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Cecile Pitts

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

1988 Community Development Block Grant contracts with the cities of Troutdale, Gresham, Wood Village and the Gresham Historical Society as follows:

(over)

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☐ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 min.

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Paul Yauborough / blw

BUDGET / PERSONNEL David C. Starr

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) JL DiB

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

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



1. Troutdale (Project No. 88-1)  
Reconstruction of streets and sidewalks to allow for safe school access  
\$76,900
2. Gresham (Project No. 88-2)  
Reconstruction of streets and sidewalks (S.E. Kelly & Elliott Aves.)  
\$163,800
3. Gresham (Project No. 88-3)  
Replacement of undersized/deteriorated waterlines. (S.E. 5th Ave.)  
\$46,992
4. Gresham (Project No. 88-4)  
Replacement of undersized/deteriorated waterlines. (S.E. Vista Ave.)  
\$ 65,595
5. Wood Village (Project No. 88-5)  
Completion of Phase I water transmission line.  
\$5,440
6. Gresham (Project No. 88-6)  
Replacement of undersized/deteriorated waterlines. (S.E. 7th Street)  
\$1,098
7. Gresham Historical Society (Project No. 88-14)  
Preparation of site for visitor info center - Linneman Junction Vintage  
Railway Station  
\$30,000



## MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

(See instructions on reverse side)

## TYPE I

- ☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

Amendment # \_\_\_\_\_ to Contract # \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

## TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)  
☐ PCRB Contract  
☐ Maintenance Agreement  
☐ Licensing Agreement

Amendment # \_\_\_\_\_ to Contract # \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

Contact Person Jane Burda/Cecile Pitts Phone 248-5000 Date 8/18/88 1/23/89

Department Environmental Services Division Community Development Bldg/Room B412/DES

Description of Contract Replace 1,500 L.F. of undersized waterline with 8" ductile pipe, hydrants, valves, and fittings. (S.E. 7th Street Waterline/Hydrants Project 88-6)

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name City of Gresham

Mailing Address 1333 NW Eastman Avenue

Gresham, OR 97030

Phone 661-3000

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

Effective Date February 1, 1989

Termination Date January 31, 1990

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

## Payment Terms

- ☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☒ Other Upon completion

☐ Requirements contract-requisition required  
 Purchase Order No. \_\_\_\_\_

## Required Signatures:

Department Head [Signature]

Date 12-20-88

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

Date \_\_\_\_\_

(Type II Contracts Only)

County Counsel [Signature]

Date 12/16/88

Budget Office [Signature]

Date 1/24/89

County Executive/Sheriff \_\_\_\_\_

Date \_\_\_\_\_

TRANSACTION CODE	P O	AGENCY	PO DATE	m m d d y y	ACCOUNTING PERIOD	m m y y	BUDGET FY	y y	ACTION		
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT		\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	301279	156	030	5506		6060		5506		\$	
										\$	
										\$	
										\$	

AGREEMENT BETWEEN  
MULTNOMAH COUNTY, OREGON

and

THE CITY OF GRESHAM

for the Completion of

S.E. 7th Street Waterline/Hydrants Project (88-6)

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_ 1989, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and The City of Gresham (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

THE CITY OF GRESHAM

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gladys McCoy, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By  \_\_\_\_\_

Assistant County Counsel

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.
- B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Community Development Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Community Development Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Community Development Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the City for the services specified in the exhibits in an amount not to exceed the total of \$1,098 for the period of February 1, 1989, through January 31, 1990. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
- B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Community Development Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The City shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.



- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS AND INDEMNIFICATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.

- B. The City agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, subcontractors or representatives under this Agreement.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.

- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

- A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.

- (3) Wholly or partly suspend or terminate the current award for the City's program.
  - (4) Withhold further awards for the program, or
  - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
  - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

14. TERMINATION

- A. This Agreement is subject to immediate termination upon written notice by the Community Development Division should:
- (1) The City mismanage or make improper or unlawful use of Agreement funds;
  - (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
  - (3) Block Grant funds become no longer available from the Federal Government or the County;

- (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
  - (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the City should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
  - (2) Block Grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

## PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

### 1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502).

### 2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Community Development Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Community Development Division.

### 2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

### 3. NONDISCRIMINATION

#### A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063;

Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)
- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

#### E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

#### 4. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

#### 5. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

6. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

7. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

8. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

10. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).



11. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

12. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

13. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

15. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

16. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.

2. AUDITS AND INSPECTIONS

- A. The City will cooperate with the County each fiscal year in performing an audit of its Community Development Block Grant award. The audit will be performed by staff of the County Auditors office and will conform to the guidelines established in U. S. Office of Management and Budget Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the City sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the City will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A. Budget Summary
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records
- G. Administrative Uniform Requirements 24 CFR, Part 85

LGFS No. 5506

City: Gresham State Oregon Zip 97030

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

\$

21. TOTAL CAPITAL OUTLAY \$ 0.00

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 1,098

II. SOURCES OF PROJECT FUNDING:

1. Federal \$

2. State

3. Local Cash \$69,390

4. County

5. In-Kind Service & Supply

6. Other (detail)

7. Subtotal \$69,390

8. Housing & Comm. Dev. \$ 1,098

9. TOTAL PROJECT COST \$70,488

\*Building revenue applied to project expenses.

III. AUTHORIZATION:

Date	Authorized Signature for Project
------	----------------------------------

Date	Authorized Signature for Project
------	----------------------------------

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section  
on \_\_\_\_\_, 19\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Signature

# SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

The City will contribute funds to the project in an amount no less than \$11,748. City funds will be used to finance provision of project activities listed below. Where City and County funds are combined to finance activities, all City funds will be spent before County funds are drawn down. The City will further contribute in-kind services to this project as described below.

See attached Budget Summary (Exhibit A) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

## (A) PROJECT ACTIVITIES

- (1) The City with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the City's Community Development Grant application for this project.
- (2) The City will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The City with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The general scope of the improvements to be made under this Agreement consist of:
  1. Replace 1,500 LF of undersized waterlines with 8" ductile iron pipe along S.E. 7th Street from Roberts Avenue to Spruce Avenue and from S.E. 7th Street along Spruce Avenue to S.E. 5th Street.
  2. Install new fire hydrants at the following locations:
    - a. \_\_\_\_\_
    - b. \_\_\_\_\_
- (5) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.

- (6) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.
- (7) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The City will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The City will provide documentation to the County at project completion showing that the sources and value of its contribution to the project is equal to at least \$11,748 in construction costs as specified in the attached Budget Summary. No funds under this contract will be spent on project coordination activities.
- (10) The City will perform all necessary and appropriate community information activities.

#### B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with Office of Management and Budget Circular A-102 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. the City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT C

Project No. 88-6

Project Year 1988

LGFS No. 5506

AUTHORIZATION SIGNATURE CARD

Program Name S.E. 7th Street Waterline/Hydrants Project

Applicant's Name The City of Gresham

Address 1333 N.W. Eastman Avenue

City, State, Zip Gresham, Oregon 97030

Telephone Number 661-3000

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)

SIGNATURE

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

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

I certify that the signatures above are of the individuals authorized to execute financial documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official



## EXHIBIT D

## VOUCHER REQUEST

Report period: \_\_\_\_\_ to \_\_\_\_\_ Voucher Request No.: \_\_\_\_\_

Project Title: SE 7th St. Waterline/Hydrants Project Project No. 88-6Check when this is final Request: \_\_\_\_\_ LGFS No.: 5506

FROM \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone \_\_\_\_\_

Attached to this Voucher Request is the Project Progress Statement which pertains to the same report period.

BUDGET CATEGORY	1. APPROVED BUDGET CDBG	2. EXPENDED THIS PERIOD	3. EXPENDED TO DATE	4. PERCENT EXPENDED TO DATE
	\$	\$	\$	

## TOTALS

RECEIVED TO DATE: \_\_\_\_\_ EXPENDED THIS PERIOD: \_\_\_\_\_

PAYMENTS IN TRANSIT: \_\_\_\_\_ (LESS % RETENTION): \_\_\_\_\_

UNTAPPED BALANCE: \_\_\_\_\_ VOUCHER AMOUNT REQ.: \_\_\_\_\_

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the grant award documents. Supporting documentation for all expenditures cited in this request are on file at our office.

AUTHORIZED  
SIGNATURE

NAME

DATE

Do not write below this line.

Reviewed and Approved \_\_\_\_\_ Date to Finance \_\_\_\_\_

EXHIBIT E

Project No.: 88-6

Voucher Request No.:

PROJECT PROGRESS STATEMENT

Prepared by:  telephone No.:

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

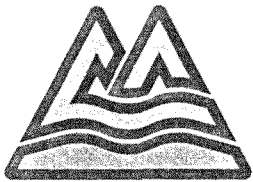
Name of Activity	Status*	% Complete	Description of Progress

Comments

- \* On time
- Ahead of Schedule
- Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.



# MULTNOMAH COUNTY OREGON

103  
5162

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

GLADYS McCOY • Chair • 248-3308  
PAULINE ANDERSON • District 1 • 248-5220  
GRETCHEN KAFOURY • District 2 • 248-5219  
RICK BAUMAN • District 3 • 248-5217  
POLLY CASTERLINE • District 4 • 248-5213  
JANE MCGARVIN • Clerk • 248-3277

January 31, 1989

Mr. Duane Zussy, Director  
Department of Human Services  
426 SW Stark  
Portland, OR

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held January 31, 1989, the following action was taken:

In the matter of the ratification of an amendment)  
to an intergovernmental agreement with Oregon )  
Health Sciences University to increase present )  
agreement \$17,001 to continue Cleve Allen Dental )  
Clinic for term February 1, 1989 to June 30, )  
1989 R-6 )

Commissioner Casterline explained this is an ongoing program at the Cleve Allen Dental Clinic. She moved approval of the intergovernmental agreement, duly seconded by Commissioner Anderson.

Duane Zussy, Human Services Director, in reply to Commissioners questions, said he was not familiar with Cleve Allen, but that he would find out. He reported the Clinic provides dental care at the University of Health Sciences Center and has been seeing over 500 clients per month.

At this time, the motion was considered, and it is unanimously

ORDERED that said intergovernmental agreement amendment be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin  
Jane McGarvin  
Clerk of the Board

jm  
cc: Budget  
Finance  
Purchasing

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

(For Clerk's Use)

Meeting Date 1/31/89

Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: RATIFICATION OF  
INTERGOVERNMENTAL AGREEMENT

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

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

DEPARTMENT Human Services DIVISION Health

CONTACT Richard Abrahamson TELEPHONE 3674

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy/Scott Clement

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

Ratification of amendment to intergovernmental agreement with Oregon Health Sciences University. Whereby County agrees to increase present contract \$17,001 for continued operation of Cleve Allen Dental Clinic for period February 1, 1989 to June 30, 1989. The additional funds are from a Public Health Service '330' supplemental grant replacing funds from a previous cut. (Bud mod DHS #23).

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ RATIFICATION

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

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

OTHER \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy (22)

BUDGET / PERSONNEL: Thomas J. Sauer

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Bruce J. B...

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

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

BOARD OF  
COUNTY COMMISSIONERS  
1989 JAN 24 PM 4:37  
MULTNOMAH COUNTY  
OREGON

**MULTNOMAH COUNTY OREGON**

**CONTRACT APPROVAL FORM**  
(See instructions on reverse side)

DHS # 110 88-89

## TYPE I

☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

Amendment to above, Number 101388  
(Original Contract Amount \$297,450)

## TYPE II

☐ Professional Services over \$10,000 (RFP, Exemption)  
☐ PCRb Contract  
☐ Maintenance Agreement  
☐ Licensing Agreement

Amendment to above, Number \_\_\_\_\_  
(Original Contract Amount \_\_\_\_\_)

Contact Person Kennedy Phone 3674 Date 6/8/88

Department Human Services Division Health Services Bldg/Room 160/7

Description of Contract Contractor continues to provide dental care to 500 low income residents  
per month

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☒ MBE ☐ FBE

Contractor Name OHSU  
Mailing Address 3181 SW Sam Jackson Park Road  
Portland, OR 97201  
Phone 225-8803  
Employer ID# or SS# 93-6001786W

Effective Date July 1, 1988

Termination Date June 30, 1989

Total Amount of Agreement \$ 245,923

## Payment Terms

☐ Lump Sum \$ \_\_\_\_\_  
☒ Monthly \$ 20,493.56  
☐ Other \$ \_\_\_\_\_

☐ Requirements contract-requisition required  
Purchase Order No. \_\_\_\_\_

**Required Signatures:**

Department Head David J. [unclear]

Date 6/10/88

Purchasing Director N/A  
(Type II Contracts Only) ✓

Date \_\_\_\_\_

County Counsel *Hernando Diaz*

Date \_\_\_\_\_

Budget Office David C. Swartz

Date

County Executive/Sheriff Gladys McLean

Date:

[illegible]

MULTNOMAH COUNTY  
AND  
OREGON HEALTH SCIENCES UNIVERSITY  
DENTAL SERVICE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 13 day of July, 1988, 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 "UNIVERSITY").

W I T N E S S E T H:

WHEREAS, UNIVERSITY is providing dental services through its School of Dentistry at the Cleve Allen Dental Center (Russell Street Dental Center), located at 214 North Russell Street, Portland, Oregon; and

WHEREAS, COUNTY receives FEDERAL funds to purchase dental services for low-income COUNTY residents through an Agreement with UNIVERSITY;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS herein contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from July 1, 1988, through and including June 30, 1989, subject to earlier termination under Section 11 hereof.

5. REIMBURSEMENT

A. COUNTY will reimburse UNIVERSITY up to a maximum of \$245,923 authorized for dental services at UNIVERSITY by a Department of Health and Human Services, Public Health Service Region X (DHHS) grant to COUNTY. As of July 1, 1988, COUNTY will initiate processing for a COUNTY warrant for UNIVERSITY in the amount of \$20,493.58 by the 5th working day of each month following the delivery of services (July's payment will be initiated before August 5, 1988). The final June payment will be reconciled to yearly actual expenditures. UNIVERSITY will submit quarterly financial and performance reports no later than 30 calendar days following the end of each quarter.

B. UNIVERSITY will take reasonable steps to ascertain third-party coverage of all patients and will make reasonable efforts to obtain reimbursement for covered services.

C. UNIVERSITY will charge patients for dental services rendered using the FY 88-89 Discount Schedule (Attachment C).

6. DENTAL AND DENTAL HYGIENE STUDENTS

A. By this Agreement, both parties recognize the teaching opportunities presented by Center, as well as the potential for increased patient care afforded by access to health professional students.

B. UNIVERSITY may allow up to four (4) dental or dental hygiene students to engage in clinical practices at Center on any regularly scheduled working day, provided that the following conditions are satisfied.


1) Students will be supervised by a faculty dentist duly authorized by UNIVERSITY, within the constraints of the law, to supervise clinical treatment.

2) Center patients will always be informed when a student will be providing treatment. Any Center patient who wishes to refuse services from a student may do so.




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

MULTNOMAH COUNTY, OREGON

By   
Gladys McCoy  
Multnomah County Chair

Date 6-24-88

OREGON HEALTH SCIENCES UNIVERSITY

By   
David M. Witter, Jr.  
Interim Vice President for  
Institutional Administration, OHSU

Date 7/13/88

Federal I.D. # 936001768W

APPROVED AS TO FORM:

Laurence Kressel  
County Counsel for  
Multnomah County, Oregon

By   
Deputy County Counsel



# MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • Chair • 248-3308  
PAULINE ANDERSON • District 1 • 248-5220  
GRETCHEN KAFOURY • District 2 • 248-5219  
RICK BAUMAN • District 3 • 248-5217  
POLLY CASTERLINE • District 4 • 248-5213  
JANE McGARVIN • Clerk • 248-3277

January 31, 1989

Mr. John Angell, Director  
Department of Justice Services  
1120 SW Fifth  
Portland, OR

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held January 31, 1989, the following action was taken:

In the matter of ratification of an intergovern- )  
mental agreement with USAFO for Oregon whereby )  
County pays \$500 for rental of Firing Ranges at )  
Camp Withycomb, for period October 1, 1989 to )  
September 30, 1990 R-7 )

Charles Fessler, Undersheriff, explained this request is for a one-time-only lease payment to be made to the Oregon National Guard for rental of firing ranges at the Multnomah Range located at Camp Withycomb. Because the range is located on a military base, rental must be paid for its use, however, it is expected that within five years, a new range will be built.

Following discussion, and upon motion of Commissioner Kafoury, duly seconded by Commissioner Anderson, it is unanimously

ORDERED that said Intergovernmental Agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin  
Jane McGarvin  
Clerk of the Board

jm  
cc: Budget  
Finance  
Sheriff's Office  
Purchasing

1/31/89

RECEIVED FROM JANE MCGARVIN  
CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

SHERIFF

Letter of Agreement & original Contract Approval Form - for Range use at Camp  
Withycomb

R-7

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1989 MAR 27 AM 11:27

*Barbara J. [Signature]*

Form CC-2 PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

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

*Bsd*

(For Clerk's Use)

Meeting Date 1/31/89  
Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: INTERGOVERNMENTAL AGREEMENT

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

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

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

CONTACT Sally Anderson/Sgt. Kirby Brouillard TELEPHONE 255-3600

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

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

Rent for the firing ranges located on the National Guard Base at Camp Withycomb, for FY 89-90

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

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

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

IMPACT:

PERSONNEL

☐ FISCAL/BUDGETARY

☐ General Fund

Other \_\_\_\_\_

*orig -  
Contract approved  
form &  
letter of  
agreement to  
Sheriff  
3/15/89*

RECEIVED  
JAN 22 1989

DEPARTMENT OF  
JUSTICE SERVICES  
MILWAUKEE COUNTY  
JAN 25 4:11 PM '89

SIGNATURES:

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

BUDGET / PERSONNEL Jerry Richard

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) Sandra Duff

OTHER \_\_\_\_\_

(Purchasing, Facilities Management, etc.)

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

FRED B. PEARCE  
SHERIFF

(503) 255-3600

December 28, 1988

Major Robert C. Bacon  
Facilities Manager  
Camp Withycombe  
National Guard Installation  
Clackamas, Oregon 97015

SUBJECT: Letter of Agreement for Range Use

Dear Major Bacon:

This is to confirm the range fees for use by the Multnomah County Sheriff's Office for the use of Camp Withycombe's firing range.

The Sheriff's Office agrees to pay the standard fee per individual (based on use) as established by the Oregon State Military Department (\$1 per individual per visit, or \$4 per individual unlimited visits).

The current projected use for the fiscal year 1989-1990 is as follows:

200 individuals twice per year - \$400; 25 individuals unlimited visits - \$100; total \$500 for 1989-90 fiscal year (1 October 89 to 30 September 90).

This agreement is acceptable.

  
FOR OREGON MILITARY DEPARTMENT

29 Dec 88  
DATE

\_\_\_\_\_  
FRED B. PEARCE  
SHERIFF  
MULTNOMAH COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
DATE

KB/jz/0391K

*Approved as to form.  
Sandra Duffy, Asst Co. Counsel*



## MULTNOMAH COUNTY OREGON

## CONTRACT APPROVAL FORM

(See instructions on reverse side)

## TYPE I

- ☐ Professional Services under \$10,000  
☐ Revenue  
☐ Grant Funding  
☒ Intergovernmental Agreement

Amendment to above, Number \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

## TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)  
☐ PCRB Contract  
☐ Maintenance Agreement  
☐ Licensing Agreement

Amendment to above, Number \_\_\_\_\_  
 (Original Contract Amount \_\_\_\_\_)

Contact Person Sgt. Kirby D. Brouillard Phone (503) 255 3600 Date 2 Jan 89  
Multnomah County  
 Department Sheriff's Office Division Training Unit Bldg/Room 313/222

Description of Contract Rent for the Firing Ranges located on the National Guard Base  
at Camp Withycomb, for Fiscal year 1989-90.

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

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name USAFO for Oregon, Attn: Fiscal Accounting

Mailing Address P.O. Box 14840  
Salem, Or. 97309-5008

Phone 378-3928 (Major Sears)

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

Effective Date 1 October 1989-1990

Termination Date 30 September 1990 1990

Total Amount of Agreement \$ 500.00

Make Check Payable to FAO U.S. Army

## Payment Terms

- ☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☐ Other \$ \_\_\_\_\_

☐ Requirements contract-requisition required  
 Purchase Order No. \_\_\_\_\_

## Required Signatures:

Department Head Fred B. Pearce *cu*

Date 1-6-89

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

Date \_\_\_\_\_

County Counsel Sandra Duff

Date 1-12-89

Budget Office Wally G. Gentry

Date 1-18-89

County Executive/Sheriff Gladys McCreary

Date 1/31/89

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE		VENDOR NAME			TOTAL AMOUNT	\$					
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	201019	100	020	3204		6110				\$	
										\$	
										\$	
										\$	

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET