

MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

July 1 - 5, 1991

- Tuesday, July 2, 1991 - NO MEETINGS SCHEDULED
- Wednesday, July 3, 1991 - 9:30 AM - Regular MeetingPage 2
- Thursday, July 4, 1991 - HOLIDAY - OFFICES CLOSED

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

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

Thursday, July 3, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HUMAN SERVICES

- APP*
- C-1 Ratification of an Intergovernmental Revenue Agreement Renewal between Multnomah County, Social Services Division and the City of Portland, Bureau of Community Development to Help Fund Homeless Shelters for Chronically Mentally Ill MED Program Clients for Fiscal Year 1991-92
- C-2 Ratification of an Intergovernmental Agreement Renewal between the Children's Services Division and Multnomah County's MED Program Office for Day Treatment Services for Young Children
- C-3 Ratification of an Intergovernmental Agreement Renewal between Multnomah County, Social Services Division and the City of Portland to review the City's Obligation to Assist with Funding the CHIERS Program for Fiscal Year 1991-92
Renew

REGULAR AGENDA

JUSTICE SERVICES

SHERIFF'S OFFICE

- APP*
- R-1 Ratification of an Intergovernmental Agreement, Amendment #2, between Multnomah County, Sheriff's Office and the U.S. Marshals Service, Prisoner Operations Division Adding \$300,000.00 and Additional Bed Space for Construction Financial Assistance for Multnomah County Inverness Jail
- APP*
- R-2 First Reading and Possible Adoption of an ORDINANCE Amending the Multnomah County Code Chapter 7.51 by Adding a Procedure to Handle Delinquencies in the Renewal of Permits, Increasing Fines, Reducing the Number of Allowable False Alarms, and Altering the Allocation of Revenues, and Declaring an Emergency
687

DEPARTMENT OF GENERAL SERVICES

- APP*
- R-3 Ratification of an Intergovernmental Agreement between Multnomah County and North Clackamas School District #12 to Allow the County's Contract for Asbestos Abatement Services to be used by North Clackamas School District #12 in Accordance with RFP #9PO683

LIBRARY SERVICES

APP
R-4 Ratification of an Intergovernmental Revenue Agreement between Washington County Cooperative Library Services (WCCLS) and Multnomah County to Provide Housing of WCCLS Reference Staff at the Central Library and Access to Multnomah County Library's Collection and Facilities by the WCCLS Libraries and their Reference Staff

0104C/1-3
cap

BOARD OF COUNTY COMMISSIONERS
FORMAL BOARD MEETING
RESULTS

MEETING DATE: 7-3-91

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>C-2</u>	<u>(</u>	<u>)</u>	<u>(</u>
<u>C-3</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
<u>R-1</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-2</u>	<u>SK</u>	<u>PA</u>	<u>App</u>
<u>R-3</u>	<u>SK</u>	<u>GAH</u>	<u>App</u>
<u>R-4</u>	<u>GAH</u>	<u>SK</u>	<u>App</u>
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MULTNOMAH COUNTY OREGON

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

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PAULINE ANDERSON •	DISTRICT 1	• 248-5220
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Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

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- C-1 Ratification of an Intergovernmental Revenue Agreement Renewal between Multnomah County, Social Services Division and the City of Portland, Bureau of Community Development to Help Fund Homeless Shelters for Chronically Mentally Ill MED Program Clients for Fiscal Year 1991-92
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JUSTICE SERVICES

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DEPARTMENT OF GENERAL SERVICES

- R-3 Ratification of an Intergovernmental Agreement between Multnomah County and North Clackamas School District #12 to Allow the County's Contract for Asbestos Abatement Services to be used by North Clackamas School District #12 in Accordance with RFP #9P0683

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R-4 Ratification of an Intergovernmental Revenue Agreement between Washington County Cooperative Library Services (WCCLS) and Multnomah County to Provide Housing of WCCLS Reference Staff at the Central Library and Access to Multnomah County Library's Collection and Facilities by the WCCLS Libraries and their Reference Staff

0104C/1-3
cap

RICK BAUMAN
Multnomah County Commissioner
District 3



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

APRIL 12, 1991

TO: Board of Commissioners
Clerk of the Board

FROM: Rick Bauman

RE: Absence from Office

I will be out of the office for the majority of the month of July. Beginning Tuesday, July 2nd I will be absent from board meetings. I will return in time for the meeting of July 30th.

BOARD OF
COUNTY COMMISSIONERS
1991 APR 15 PM 2:57
MULTNOMAH COUNTY
OREGON

PAULINE ANDERSON
Multnomah County Commissioner
District 1



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

June 6, 1991

TO: Board of County Commissioners
Office of the Clerk of the Board

FROM: Pauline Anderson *pa*

Re: **Tuesday, July 2 Morning Absence from Office**

BOARD OF
COUNTY COMMISSIONERS
1991 JUN - 6 PM 3:04
MULTNOMAH COUNTY
OREGON

I am a member of the Westside Light Rail Steering Committee. That Committee will be meeting Tuesday, July 2 from 8:30 to 10:30 AM.

Because I must attend that Tuesday morning meeting it is my hope that all BCC business can be scheduled for the afternoon of July 2.

RICK BAUMAN
Multnomah County Commissioner
District 3



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

APRIL 12, 1991

TO: Board of Commissioners
Clerk of the Board

FROM: Rick Bauman

RE: Absence from Office

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COUNTY COMMISSIONERS
1991 APR 15 PM 2:57
MULTNOMAH COUNTY
OREGON

PAULINE ANDERSON
Multnomah County Commissioner
District 1



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

June 20, 1991

To: Board of County Commissioners
Office of Clerk of the Board

From: Pauline Anderson *pa*

Re: Other meetings I have that conflict with BCC meetings

Tuesday, June 26, 1-4 pm, Urban Mobility, 500 N.E. Multnomah

Tuesday, July 2, 8:30-10:30 am, Westside Light Rail Steering
Committee, Beaverton City Hall

1991 JUN 21 AM 11:39
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

Meeting Date: JUL 03 1991

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with the City of Portland

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Billi Odegaard/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Renewal of a revenue agreement with the City to help fund homeless shelters for chronically mentally ill MED Program clients for the fiscal year 1991-92. The County will receive \$52,000 from the City of Portland.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard (S.O.)

(All accompanying documents must have required signatures)

*Returned to Kathy Tinkle 7-3-91.
Original IGA + Contact*

BOARD OF
COUNTY COMMISSIONERS
1991 JUN 25 PM 4:22
MULTI-NOMINAL COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy,
Multnomah County Chair

VIA: Billi Odegaard, Interim Director *Billi Odegaard (I.O.)*
Department of Human Services

FROM: Gary Smith *DS* Director
Social Services Division

DATE: June 18, 1991

SUBJECT: Approval of a Revenue Agreement with the City of Portland

RETROACTIVE STATUS: The agreement attached is retroactive to July 1, 1991. The agreement was not received by the County until June 5, 1991.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of an Intergovernmental Agreement between the MED Program Office and the City of Portland-Bureau of Community Development effective July 1, 1991 through June 30, 1992.

ANALYSIS/BACKGROUND: The revenue agreement attached renews the City's obligation to the MED Homeless Shelter. The City of Portland Housing and Community Development program has designated \$52,000 to help fund the Bridgeview Community Program for homeless chronically mentally ill persons. Funding for this agreement is made possible through the Community Development Block Grant and the Stewart B. McKinney Grant.

Revenue from this agreement was anticipated and is included in the program budget.

(CWMEDOGR.DOC.20)



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

fy 91-92

MULTNOMAH COUNTY OREGON

Contract # 101822
Amendment # —

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">RATIFIED</p> <p align="center">Multnomah County Board of Commissioners</p> <p align="center">C-1 July 3, 1991</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date June 17, 1991
 Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Renewal of the City agreement to help fund homeless shelter for chronically mentally ill clients for the fiscal year 1991-92. Revenue in MED Budget.

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

Contractor Name CITY OF PORTLAND-BUREAU OF COMMUNITY DEVELOPMENT

Mailing Address 803 SW 3rd, Room 600
Portland, OR. 97204

Phone 796-5166

Employer ID # or SS # N/A Revenue

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 52,000

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Billie Odegaard (H/D)
 Purchasing Director _____
 (Class II Contracts Only) _____
 County Counsel [Signature]
 County Chair/Sheriff [Signature]

Date 6/21/91
 Date _____
 Date 6-24-91
 Date 7/3/91

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1305						Revenue 2101	52,000	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

V. Period of Agreement

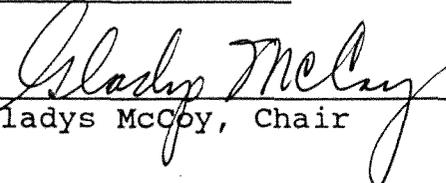
The terms of this Agreement shall be effective as of July 1, 1991 and shall remain in effect during any period the Contractor has control over Federal funds, including program income. Work by the Contractor shall terminate as of June 30, 1992.

Dated this _____ day of _____, 1991.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

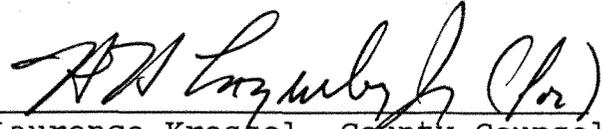


Gladys McCoy, Chair

Barbara Clark, City Auditor

APPROVED AS TO FORM:

Jeffrey L. Rogers, City Attorney



Laurence Kressel, County Counsel

RATIFIED

Multnomah County Board
of Commissioners

C-1 7-3-91

JUL 03 1991

Meeting Date: _____

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Billi Odegaard/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Request for ratification of the renewal of an IGA with Children's Services Division and the MED Program office for Day Treatment services for young children. The agreement is for the amount of \$35,594 and will be used as match for Title XIX funds.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

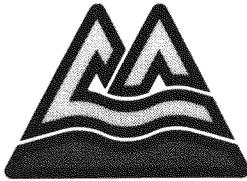
Or

DEPARTMENT MANAGER Billi Odegaard (K.O.)

(All accompanying documents must have required signatures)

*Returned Original IGA & Contacts to
Kathy Tinkle 7-3-91*

1991 JUN 25 PM 4:22
MULTI-NOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Gladys McCoy,
Multnomah County Chair

VIA: Billi Odegaard, Interim Director *Billi Odegaard (H.O.)*
Department of Human Services

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

DATE: June 18, 1991

SUBJECT: Approval of an Intergovernmental Agreement with
Children's Services Division

RETROACTIVE STATUS: The agreement attached is retroactive to July 1, 1991. This agreement is retroactive due to a staffing shortage in the MED Program, last minute funding uncertainty and changes.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of an Intergovernmental Agreement between the MED Program Office and the Children's Services Division (CSD) effective July 1 through August 31, 1991.

ANALYSIS/BACKGROUND: This agreement contracts County General Funds of \$35,594 to CSD for MED Day Treatment Service for young children. These funds will be used as match for Federal Title XIX Funds. CSD will purchase day treatment services for thirty children in Multnomah County who have been severely physically or sexually abused. The funding continues three existing day treatment programs, each for ten children. This agreement will expire August 31, 1991 when the State will transfer funding for this program from CSD to the Mental Health Division and a new agreement will be presented.

In prior years, County General Funds have directly supported one day treatment program and CSD has funded another. Neither program was adequately funded, and there was no such service available in the N/NE part of the city. By transferring to CSD the same amount of funds previously spent in direct support, the County is able to apply the money as match for additional Federal dollars and expand the total available.

(CWMEDOGR.DOC.21)



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 101832

MULTNOMAH COUNTY OREGON

Amendment # —

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">RATIFIED Multnomah County Board of Commissioners C-2 July 3, 1991</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date 6/17/91

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Transfers CGF \$35,594 to CSD for MED Day Treatment Services for young children. This transfer will be used to match Title XIX funding.

RFP/BID # N/A-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Children's Services Division

Mailing Address 198 Commercial Street SE
Salem, OR 97310

Phone 378-3542

Employer ID # or SS # _____

Effective Date July 1, 1991

Termination Date August 31, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 35,594

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Billie Odegard (CFO)

Date 6/21/91

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 6-24-91

County Chair/Sheriff [Signature]

Date 7/3/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1309		ME17	6060		1309		35,594	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

Children's Services Division

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Children's Services Division
Administrator Date

By Pat Surfass 6/17/91
Program Manager Date

By David W. Smith 6/19/91
Social Services Division
Director Date

By Gladys McCoy 7/3/91
Gladys McCoy
Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners

C-2 7-3-91

REVIEWED:

Contracts Officer
for Children's Services Division

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____
Date

By L. Kessel 6-24-91
Date

[2423x-4]

Meeting Date: JUL 03 1991

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with the City of Portland

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Billi Odegaard/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of an IGA with the City of Portland to help fund the CHIERS program in the amount of \$36,750 for FY 91-92. Revenue is included in the SSD program budget.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

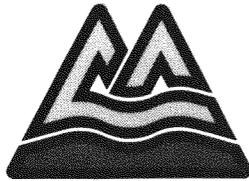
Or

DEPARTMENT MANAGER Billi Odegaard (Ho)

BOARD OF COUNTY COMMISSIONERS
1991 JUN 25 PM 4:22
MULTNOMAH COUNTY OREGON

(All accompanying documents must have required signatures)

*Returned to IGA + Contracts to Kathy Tinkle
7-3-91*



MULTNOMAH COUNTY OREGON

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

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RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, Interim Director *Billi Odegaard (H.O.)*
Department of Human Services

FROM: Gary Smith, *Director*
Social Services Division

DATE: June 19, 1991

SUBJECT: Approval of an Intergovernmental Agreement with the
City of Portland-CHIERS

RETROACTIVE STATUS: The agreement attached is retroactive to July 1, 1991. The County did not receive the agreement until June 5, 1991.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of an Intergovernmental Agreement (IGA) between the Alcohol and Drug Program Office and the City of Portland-CHIERS for the period July 1, 1991 through June 30, 1992.

ANALYSIS/BACKGROUND: As part of this \$36,750 agreement, the County will administer the contract with the Central City Concern Inebriate Pick-up Service. The County will also ensure fiscal management regarding disbursement of funds as well as oversee the management of the Inebriate Pick-up Service to ensure that services are being provided as agreed.

This agreement provides for the city's portion of the funding for the Inebriate Pick-up Service. The County funds approximately \$200,000 towards this service. Central City Concern-Hooper Detox has been providing this service to the county for four years.

Revenue from this agreement was anticipated and is included in the program budget for FY 91-92.

(CWADZGRM.DOC.28)

- R. BUSINESS LICENSE. Contractor shall obtain a City of Portland business license as required by PCC 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license number in the space provided at the end of this Agreement.
- S. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the Contractor's project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

VI. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1991 and shall remain in effect during any period the Contractor has control over city funds, including program income. Work by the Contractor shall terminate as of June 30, 1992.

Dated this _____ day of _____, 1991.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

Gladys McCoy

Chair Gladys McCoy

Barbara Clark, City Auditor

APPROVED AS TO FORM:

Jeffrey L. Rogers
City Attorney

Laurence Kressel

Laurence Kressel
Multnomah County Counsel

RATIFIED
Multnomah County Board
of Commissioners
C-3 7-3-91



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800421

Amendment # 2

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>R-1 July 3, 1991</p>
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RETURN TO LARRY AAB - 313/225

Contact Person Capt. Gary Walker Phone 248-5058 Date 6/12/91

Department Sheriff's Office Division Corrections Bldg/Room _____

Description of Contract Amendment #2 to Cooperative Agreement - adding \$300,000.00 and additional beds as construction financial assistant for MCLL.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name U.S. Marshals Service Prisoner Operations Div.
Mailing Address 600 Army Nave Dr., Suite 4210
Arlington, VA 22204-2110

Phone _____

Employer ID # or SS # _____

Effective Date June 3, 1991

Termination Date NA

Original Contract Amount \$ 1,250,000.00

Amount of Amendment \$ 300,000.00

Total Amount of Agreement \$ 1,550,000.00

Payment Term

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

1991 AUG - 1 PM 2:04
 COUNTY CLERK
 MULTNOMAH COUNTY
 OREGON

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) _____

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date _____

Date _____

Date June 20, 1991

Date 7/24/91

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	030	5707			8200					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

Meeting Date: JUL 03 1991

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of IGA - CAP with U.S. Marshals Service amendment #2

AGENDA REVIEW/
BOARD BRIEFING: _____ REGULAR MEETING July 3, 1991
(date) (date)

DEPARTMENT Sheriff's Office DIVISION Corrections

CONTACT Larry Aab, Mgr., Mgmt & Fiscal Services Section TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 min.

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

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

Ratification of amendment #2 to CAP with U.S. Marshals Service adding \$300,000.00 and additional bed space for construction financial assistant for MCIJ.

Original IGA + Agreement picked up by Ruth Nutting 7-391.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Robert G. Skipper
SHERIFF *gc.*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTI-COUNTY
OREGON
1991 JUN 26 AM 10:39



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800421

MULTNOMAH COUNTY OREGON

Amendment # 2

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement
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RATIFIED
Multnomah County Board of Commissioners
R-1 July 3, 1991

RETURN TO LARRY AAB - 313/225

Contact Person Capt. Gary Walker Phone 248-5058 Date 5/12/91

Department Sheriff's Office Division Corrections Bldg/Room _____

Description of Contract Amendment #2 to Cooperative Agreement - adding \$300,000.00 and additional beds as construction financial assistant for MCIJ.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name U.S. Marshals Service
Prisoner Operations Div.

Mailing Address 600 Army Nave Dr., Suite 4210
Arlington, VA 22202-4210

Phone _____

Employer ID # or SS # _____

Effective Date June 3, 1991

Termination Date NA

Original Contract Amount \$ 1,250,000.00

Amount of Amendment \$ 300,000.00

Total Amount of Agreement \$ 1,550,000.00

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager J. Schwartz

Date _____

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel Matthew D. Regan

Date June 20, 1991

~~County Clerk~~/Sheriff _____

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

UNITED STATES DEPARTMENT OF JUSTICE
UNITED STATES MARSHALS SERVICE

MODIFICATION NO 2. TO COOPERATIVE AGREEMENT NUMBER 24-65-90

This Agreement is entered into between the United States Marshals Service and Multnomah County, Oregon, in accordance with the terms and conditions attached hereto.

The below individuals are authorized by law to accept and commit to this Agreement for and on the behalf of the:

UNITED STATES MARSHALS SERVICE

SIGNATURE: _____

TYPED NAME: K.M. Moore

TITLE: Director

ADDRESS: 600 Army Navy Drive, Suite 1090
Arlington, Virginia 22202-4210

DATE: _____

SIGNATURE: Kernan H. Bagley

TYPED NAME: Kernan H. Bagley

TITLE: United States Marshal

ADDRESS: 420 U.S. Courthouse
Portland, Oregon 97205

DATE: June 21, 1991

MULTNOMAH COUNTY, OREGON

SIGNATURE: _____

TYPED NAME: Gladys McCoy

TITLE: Chairperson
Board of County Commissioners

ADDRESS: 1021 S.W. 4th Avenue
Portland, OR 27204

DATE: _____

SIGNATURE: Robert G. Skipper

TYPED NAME: Robert G. Skipper

TITLE: Sheriff

ADDRESS: 12240 N.E. Glisan
Portland, Oregon 97230

DATE: June 12, 1991

(NOTE: The U.S. Marshal and the local government will sign this Agreement first; however, it is not a binding Agreement until signed by the Director, U.S. Marshals Service.)

PAGE 1 of 3 PAGES

RATIFIED
Multnomah County Board
of Commissioners

R-1 7-3-91

REVIEWED:

Laurence Kressel, County Counsel for
Multnomah County, Oregon

Matthew O. Ryan
Assistant County Counsel

Modification of Cooperative Agreement

1. MODIFICATION NO. <p style="text-align: center;">Two (2)</p>		2. EFFECTIVE DATE OF MODIFICATION <p style="text-align: center;">6/3/91</p>	
3. ISSUING OFFICE <i>United States Marshals Service</i> Prisoner Operations Div. 600 Army Navy Drive Arlington, VA 22202-4210	4. LOCAL GOVERNMENT Multnomah County 12240 N.E. Glisan Portland, Oregon 97230		5. CAP NO. 24-65-90
			6. FACILITY CODE(S) _____ _____ _____
7. ACCOUNTING CITATION		8. FUNDING AMOUNT	

9. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE CAP DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:

The purpose of this Modification is to increase the funding level under CAP No. 24-65-90, Project No. 025-65-90 PP by \$300,000.00 and to increase the number of guaranteed beds from 71 to 86. The total funding level under this Agreement is \$1,550,000.00. ~~AND THE TOTAL NUMBER OF GUARANTEED BEDS IS 86 FOR A PERIOD OF FIVE YEARS.~~

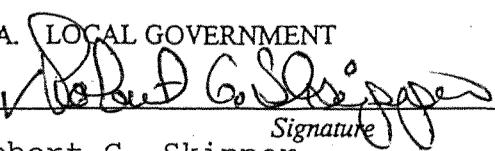
Accordingly, delete paragraphs A and B of Article V., SERVICE AND SPACE GUARANTEE on pages 3 and 4 of 8 of Cooperative Agreement No. 24-65-90 and insert the following new paragraphs.

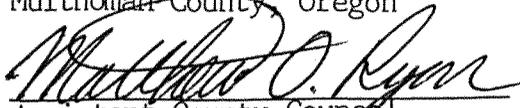
"A. The LOCAL GOVERNMENT agrees to accept and provide detention space and services for seventy-one (71) Federal prisoners each day upon the request of the U.S. Marshal from the date of acceptance of this Modification ~~until the completion of the projects listed on schedule B~~ through and including August 1, 2005.

10. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO U.S. MARSHAL
--	--

11. APPROVALS:

A. LOCAL GOVERNMENT		B. FEDERAL GOVERNMENT	
 _____ Signature Robert G. Skipper Sheriff TITLE 6-12-91 DATE		_____ Signature K.M. Moore Director TITLE _____ DATE	

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

Assistant County Counsel

- B. The LOCAL GOVERNMENT agrees to accept and provide detention space and services for an additional fifteen (15) Federal prisoners, in USMS custody, each day upon the request of the U.S. Marshals at the Multnomah County Jail for a period of fifteen (15) years commencing on the date of completion of all projects listed on Schedule B and the fulfillment of payments by the USMS.

The COUNTY will provide an additional sixty-six (66) beds on a year-to-year basis, with an option for cost changes in accordance with Federal Cost and Pricing Standards, until terminated in writing by either party.

Meeting Date: JUL 3 1991

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Alarm Ordinance

BCC Informal _____ (date) BCC Formal 7/3/91 (date)

DEPARTMENT Sheriff's Office DIVISION Community Services

CONTACT Lt. Richard Piland TELEPHONE 251-2405

PERSON(S) MAKING PRESENTATION Lt. Richard Piland

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

Amendments to existing Alarm Ordinance, as ratified by the County's Alarm Ordinance Review Task Force (also approved by the Mayor of Portland's Alarm Advisory Committee); amendments increase permit fee and false alarm fines, and suspends police response after fourth false alarm.

Sent copy of Ordinance 687 to Lt. Richard Piland + Mary Ann Inglesby on 7-3-91. Ord. list.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Robert J. Shippen/wmr

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 JUN 20 PM 4:32

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 687

4
5 An Ordinance amending the Multnomah County Code Chapter 7.51
6 by adding a procedure to handle delinquencies in the renewal of
7 permits, increasing fines, reducing the number of allowable false
8 alarms, and altering the allocation of revenues.

9
10 (Language in brackets [] is to be deleted; underlined language is new).

11
12 Multnomah County ordains as follows:

13
14 Section I. Findings

15 (A) Ordinance 114 (MCC Chapter 7.50) created the Burglary and
16 Robbery Alarm Ordinance. It was adopted in 1975. Ordinance 610
17 repealed Ordinance 114 and enacted a new ordinance (MCC
18 Chapter 7.51) in 1989.

19 (B) With increased use of such alarms by the citizens of Multnomah
20 County, law enforcement agencies are responding to many false
21 alarms.

22 (C) This ordinance is an amendment of the Burglary and Robbery
23 Alarm Ordinance which is tailored to control the number of false
24 alarms and the time enforcement agencies spend in responding to
25 such alarms.

26 (D) An emergency is declared to coordinate County regulation of
burglary and robbery alarms with regulation by the City of

1 | Portland and other cities in Multnomah County.

2 |
3 | Section II. Amendments.

4 | Multnomah County code Chapter 7.51 is amended to read as follows:

5 | 7.51.005 Title. This chapter shall be known as "The
6 | Burglary and Robbery Alarm Ordinance."

7 | 7.51.010 Purpose and Scope.

8 | (A) The purpose of this ordinance is to encourage
9 | alarm users and alarm businesses to assume increased
10 | responsibility for maintaining the mechanical reliability
11 | and the proper use of alarm systems to prevent
12 | unnecessary police emergency responses to false alarms
13 | and thereby to protect the emergency response capability
14 | of the county from misuse.

15 | (B) This ordinance governs burglary and robbery
16 | alarm systems, requires permits, establishes fees,
17 | provides for allocation of revenues and deficits,
18 | provides for fines for excessive false alarms, provides
19 | for no response to alarms, provides for punishment of
20 | violations and establishes a system of administration.

21 | (C) Revenue generated in excess of costs to
22 | administer the Ordinance shall be allocated for the use
23 | of participating law enforcement agencies and for public
24 | education and training programs in reduction of false
25 | alarms in accordance with MCC 7.51.070.

26 | (D) The provisions of this ordinance shall apply in
27 | any municipal corporation in the County which has
28 | consented to the application of the ordinance. The
29 | provisions of this ordinance shall not apply in any
30 | municipal corporation in the County which has in effect
31 | an ordinance having the same purpose as this ordinance
32 | and which is administered by Multnomah County officers or
33 | employees in the manner provided herein pursuant to an
34 | intergovernmental agreement.

35 | 7.51.015 Definitions.

36 | (A) "Alarm Business" means the business by any
37 | individual, partnership, corporation, or other entity of
38 | selling, leasing, maintaining, servicing, repairing,
39 | altering, replacing, moving or installing any alarm
40 | system or causing to be sold, leased, maintained,
41 | serviced, repaired, altered, replaced, moved or installed
42 | any alarm system in or on any building, structure or

1 facility.

2 (B) "Alarm System" means any assembly of equipment,
3 mechanical or electrical, arranged to signal the
4 occurrence of an illegal entry or other activity
5 requiring urgent attention and to which police are
6 expected to respond.

7 (C) "Alarm User" means the person, firm,
8 partnership, association, corporation, company or
9 organization of any kind which owns, controls or occupies
10 any building, structure or facility wherein an alarm
11 system is maintained.

12 (D) "Automatic Dialing Device" means a device which
13 is interconnected to a telephone line and is programmed
14 to select a predetermined telephone number and transmit
15 by voice message or code signal an emergency message
16 indicating a need for emergency response. Such a device
17 is an alarm system.

18 (E) "Bureau of Emergency Communications" is the
19 City/County facility used to receive emergency and
20 general information from the public to be dispatched to
21 the respective police departments utilizing the bureau.

22 (F) "Burglary Alarm System" means an alarm system
23 signaling an entry or attempted entry into the area
24 protected by the system.

25 (G) "Coordinator" means the individual designated
26 by the Sheriff to issue permits and enforce the
provisions of this ordinance.

(H) "False Alarm" means an alarm signal, eliciting
a response by police when a situation requiring a
response by the police does not in fact exist, but does
not include an alarm signal caused by violent conditions
of nature or other extraordinary circumstances not
reasonably subject to control by the alarm business
operator or alarm user.

(I) "Interconnect" means to connect an alarm system
including an automatic dialing device to a telephone
line, either directly or through a mechanical device that
utilizes a telephone, for the purpose of using the
telephone line to transmit a message upon the activation
of the alarm system.

(J) "Primary Trunk Line" means a telephone line
serving the Bureau of Emergency Communications that is
designated to receive emergency calls.

1 (K) "Robbery Alarm System" means an alarm system
2 signaling a robbery or attempted robbery.

3 (L) "Sheriff" means the Sheriff of Multnomah County
4 or his designated representative.

5 (M) "No Response" means peace officers will not be
6 dispatched to investigate a report of an alarm signal.

7 (N) "Chief of Police" means the Chief of Police of
8 the law enforcement agency of the municipality in which
9 the alarm has occurred, or his designated representative,
10 and in municipalities which do not have a Chief of
11 Police, the Mayor of the municipality or his designated
12 representative.

13 (O) "Sound emission cutoff feature" means a feature
14 of an alarm system which will cause an audible alarm to
15 stop emitting sound.

16 (P) "System Becomes Operative" means when the alarm
17 system is capable of eliciting a response by police.

18 (Q) "Economically Disadvantaged Person" means a
19 person receiving public assistance and/or food stamps.

20 7.51.020 Alarm Users Permits Required; fees.

21 (A) Every alarm user shall obtain an alarm user's
22 permit for each system from the coordinator's office
23 within 30 days of the time when the system becomes
24 operative. Users of systems using both robbery and
25 burglary alarm capabilities shall obtain separate permits
26 for each function. Application for a burglar or robbery
alarm user's permit and [an \$8.00] a \$12.00 fee for each
shall be filed with the coordinator's office each year.
Each permit shall bear the signature of the Sheriff and
be for a one year period. The permit shall be physically
upon the premises using the alarm system and shall be
available for inspection by the Sheriff.

(B) If a residential alarm user is over the age of
62 and/or is an economically disadvantaged person and is
a resident of the residence and if no business is
conducted in the residence, a user's permit may be
obtained from the coordinator's office according to
MCC 7.51.020 (A) without the payment of a fee.

(C) A \$25.00 charge will be charged in addition to
the fee provided in MCC 7.51.020 (A) to a user who fails
to obtain a permit within thirty (30) days after the
system becomes operative, or who is more than thirty (30)
days delinquent in renewing a permit.

1 (D) If an alarm user fails to renew a permit within
 2 30 days after the permit expires, the coordinator will
 3 notify the alarm user, by certified mail, that, unless
 4 the permit is renewed and all fees and fines are paid
 5 within 30 days from the date of mailing of the certified
 6 letter, police response to the alarm will thereafter be
 7 suspended. If the permit is not renewed and all fees and
 8 fines are not paid the coordinator will suspend police
 9 response to the alarm and make notifications as provided
 10 in 7.51.035 (B) 1 through 5.

6 7.51.025 Fines For Excessive False Alarms.

7 (A) Fines will be assessed by the coordinator for
 8 excessive false alarms during a permit year as follows:

9	[Fourth false alarm	\$50.00]
10	[Fifth false alarm	No fine]
11	[Sixth through ninth]	
12	<u>Second and third</u>	
13	false alarms	\$50.00 each
14	[Tenth] <u>Fourth</u> and any	
15	additional false alarms	\$100.00 each

15 (B) The coordinator will notify the alarm user and
 16 the alarm business by regular mail of a false alarm and
 17 the fine and the consequences of the failure to pay the
 18 fine. The coordinator will also inform the alarm user of
 19 his/her right to appeal the validity of the false alarm
 20 to the sheriff, as provided in MCC 7.51.055. If the fine
 21 has not been received in the coordinator's office within
 22 30 days from the day the notice of fine was mailed by the
 23 coordinator and there is no appeal pending on the
 24 validity of the false alarm, the coordinator will send
 25 the notice of fine by certified mail along with a notice
 26 of late fee of \$25.00. If payment is not received within
 ten days of the day the notice of late fee was mailed,
 the coordinator will initiate the no response process and
 may initiate the enforcement of penalties.

23 [7.51.030 Corrective Letter.

24 On the fourth false alarm, in addition to the fine,
 25 the alarm user shall submit to the coordinator a letter
 26 specifying what corrective action has been taken to
 prevent false alarms. Upon authorization of the alarm
 user, the alarm company may submit the required letter]

7.51.035 No Response to Excessive Alarms.

1 (A) After the [eighth] second false alarm the
2 coordinator shall send a notification to the alarm user
3 by [certified] mail which will contain the following
4 information:

5 (1) that the [eighth] second false alarm has
6 occurred;

7 (2) that if two more false alarms occur
8 within the permit year the police will not respond
9 to any subsequent alarms without the approval of
10 the Sheriff or the Chief of Police;

11 (3) that the approval of the Sheriff or Chief
12 of Police can only be obtained by applying in
13 writing for reinstatement. The Sheriff or Chief of
14 Police may reinstate the alarm user upon a finding
15 that reasonable effort has been made to correct the
16 false alarms;

17 (4) that the alarm user has the right to
18 contest the validity of a false alarm determination
19 through a False Alarm Validity Hearing. The
20 request for such a hearing must be in writing and
21 within ten days of receipt of the Notice of Alarm
22 from the coordinator (see MCC 7.51.055 (A)).

23 (B) After the [10th] fourth false alarm within the
24 permit year there will be no police response to
25 subsequent alarms without approval of the Sheriff or the
26 Chief of Police. The coordinator shall send a
notification of the police response suspension to:

(1) The Director of the Bureau of Emergency
Communications;

(2) The Sheriff, if the alarm occurred in an
unincorporated area; or

(3) The Chief of Police of the jurisdiction
within which the alarm is located;

(4) The alarm user by certified mail; and

(5) The persons listed on the alarm user's
permit who are to be contacted in case of
emergency, by certified mail.

(C) The suspension of police response to an alarm
shall begin ten days after the date of delivery of the
Notice of Suspension of Service to the alarm user unless
a written request for a False Alarm Validity Hearing has
been made in the required time period as listed in MCC

1 7.51.055.

2 7.51.040 Special Permits.

3 (A) An alarm user required by federal, state,
4 county or municipal statute, regulation, rule or
5 ordinance to install, maintain and operate an alarm
6 system shall be subject to this ordinance; provided:

7 (1) A permit shall be designated a special
8 alarm user's permit;

9 (2) A special alarm user's permit for a
10 system which has [10] four false alarms in a permit
11 year shall not be subject to the no response
12 procedure and shall pay the regular fine schedule
13 [and shall submit the report required by MCC
14 7.51.030.]

15 (3) The payment of any fine provided for in
16 paragraph (2) of this subsection shall not be
17 deemed to extend the term of the permit.

18 (B) An alarm user which is a governmental political
19 unit shall be subject to this ordinance; but a permit
20 shall be issued without payment of a fee and shall not be
21 subject to fine, payment of additional fees or the
22 imposition of any penalty provided herein.

23 7.51.045 User Instructions.

24 (A) Every alarm business selling, leasing or
25 furnishing to any user an alarm system which is installed
26 on premises located in the area subject to this ordinance
shall furnish the user with instructions that provide
information to enable the user to operate the alarm
system properly and to obtain service for the alarm
system at any time. The alarm business shall also inform
each alarm user of the requirement to obtain a permit and
where it can be obtained.

(B) Standard form instructions shall be submitted
by every alarm business to the Sheriff. If the Sheriff
reasonably finds such instructions to be incomplete,
unclear or inadequate, the Sheriff may require the alarm
business to revise the instructions to comply with
MCC 7.51.045 (A) and then to distribute the revised
instructions to its alarm users.

7.51.050 Automatic Dialing Device: Certain
Interconnections Prohibited.

(A) It is unlawful for any person to program an

1 automatic dialing device to select a primary trunk line
2 and it is unlawful for an alarm user to fail to
3 disconnect or reprogram an automatic dialing device which
4 is programmed to select a primary trunk line within
5 twelve (12) hours of receipt of written notice from the
6 coordinator that it is so programmed.

7 (B) It is unlawful for any person to program an
8 automatic dialing device to select any telephone line
9 assigned to the County and it is unlawful for an alarm
10 user to fail to disconnect or reprogram such device
11 within twelve (12) hours of receipt of written notice
12 from the coordinator that an automatic dialing device is
13 so programmed.

14 7.51.055 Hearing.

15 (A) An alarm user who wants to appeal validity of
16 a false alarm determination by the coordinator may appeal
17 to the Sheriff for a hearing. The appeal must be in
18 writing and must be requested within 10 days of the alarm
19 user having received notice of the alarm from the
20 coordinator. Failure to contest the coordinator's
21 determination in the required time period results in a
22 conclusive presumption for all purposes that the alarm
23 was false.

24 (B) If a hearing is requested, written notice of
25 the time and place of the hearing shall be served on the
26 user by the Sheriff by certified mail at least ten (10)
days prior to the date set for the hearing, which date
shall not be more than twenty-one (21) nor less than ten
(10) days after the filing of the request for hearing.

(C) The hearing shall be before the Sheriff. The
coordinator and the alarm user shall have the right to
present written and oral evidence, subject to the right
of cross-examination. If the Sheriff determines that the
false alarms alleged have occurred in a permit year, the
Sheriff shall issue written findings waiving, expunging
or entering a false alarm designation on an alarm user's
record at his discretion. If false alarm designations
are entered on the alarm user's record, the coordinator
shall pursue fine collection as set out in MCC 7.51.025.

(D) The Sheriff may appoint another person to be a
hearings officer to hear the appeals and to render
judgment.

7.51.060 Sound Emission Cutoff Feature.

Alarm systems which emit audible sound which can be
heard outside the building, structure or facility of the

1 alarm user, shall be equipped with a sound emission
2 cutoff feature which will stop the emission of sound 15
minutes or less after the alarm is activated.

3 7.51.065 Confidentiality; Statistics.

4 (A) All information submitted in compliance with
5 this ordinance shall be held in the strictest confidence
6 and shall be deemed a public record exempt from
7 disclosure pursuant to ORS 192.502 (3) and any violation
8 of confidentiality shall be deemed a violation of this
9 ordinance. The coordinator shall be charged with the
10 sole responsibility for the maintenance of all records of
any kind whatsoever under this ordinance.

11 (B) Subject to the requirements of confidentiality,
12 the coordinator, shall develop and maintain statistics
13 having the purpose of assisting alarm system evaluation
14 for use by members of the public.

15 7.51.070 Allocation of Revenues and Expenses.

16 (A) [All] With the exception of four dollars of
17 each permit fee paid by alarm users within the City of
18 Portland, which shall be paid directly to the City of
19 Portland, all fees, fines and forfeitures of bail
20 collected pursuant to this ordinance or an ordinance of
21 a municipal corporation having the same purpose as this
22 ordinance and which is administered by Multnomah County
23 officers or employees shall be general fund revenue of
24 Multnomah County; provided, however, that Multnomah
25 County shall maintain records sufficient to identify the
26 sources and amounts of that revenue.

(B) Multnomah County shall maintain records in
accordance with sound accounting principles sufficient to
determine on a fiscal year basis the direct costs of
administering this ordinance and ordinances of municipal
corporations having the same purpose as this ordinance
and which are administered by Multnomah County officers
or employees, including salaries and wages (excluding the
Sheriff individually), travel, office supplies, postage,
printing, facilities, office equipment and other properly
chargeable costs.

(C) Not later than July 31 of each year, Multnomah
County shall render an account to each municipal
corporation having an ordinance having the same purpose
as this ordinance and which is administered by Multnomah
County officers or employees, which account shall
establish the net excess revenue or cost deficit for the
preceding fiscal year and shall allocate that excess
revenue, if any, or deficit, if any, to the county and

1 any municipal corporation entitled to an account
2 proportionately as the number of permits issued for alarm
3 systems within the corporate limits of the respective
4 municipal corporations and the unincorporated areas of
5 Multnomah County bears to the whole number of permits
6 issued in Multnomah County; provided, that no allocation
7 shall be made if the net excess revenue or deficit is
8 less than \$2,500.

9 (D) Distribution by the county of any excess
10 revenue or payment of allocated deficit amounts by a
11 municipal corporation shall be made not later than
12 September 1 of each fiscal year.

13 (E) "Sound accounting principles" as used in this
14 section, shall include, but not be limited to, practices
15 required by the terms of any state or federal grant or
16 regulations applicable thereto which relate to the
17 purpose of this ordinance.

18 7.51.075 Interpretation.

19 This ordinance and any ordinance of a municipal
20 corporation having the same purpose as this ordinance and
21 which is administered by Multnomah County officers or
22 employees shall be liberally construed to effect the
23 purpose of this ordinance and to achieve uniform
24 interpretation and application of the respective
25 ordinances.

26 7.51.080 Enforcement and Penalties.

(A) Enforcement of this ordinance may be by civil
action as provided in ORS 30.315, or by criminal
prosecution, as provided in ORS 203.810 for offenses
under County law.

(B) Violation of this ordinance shall be punished
upon conviction by a fine of not more than \$500.

(C) The failure or omission to comply with any
section of this ordinance shall be deemed a violation and
may be so prosecuted, subject to the penalty provided in
paragraph (B) of this section.

Section III. Adoption.

This Ordinance, being necessary for the health, safety, and
general welfare of the people of Multnomah County, an emergency is
declared, and the Ordinance shall take effect upon its execution by

1 the County Chair, pursuant to Section 5.50 of the Charter of
2 Multnomah County.

3
4 ADOPTED this 3rd day of July, 1991, being
5 the date of its First reading before the Board of County
6 Commissioners of Multnomah County, Oregon.



7
8
9
10 Gladys McCoy
11 Gladys McCoy, Chair
12 Multnomah County, Oregon

13 REVIEWED:

14 LAURENCE KRESSEL, COUNTY COUNSEL
15 FOR MULTNOMAH COUNTY, OREGON

16 By Sandra N. Duffy
17 Sandra N. Duffy
18 Assistant County Counsel

19 K:\FILES\515SND.ORD\dc

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO. 687
4

5 An Ordinance amending the Multnomah County Code Chapter 7.51
6 by adding a procedure to handle delinquencies in the renewal of
7 permits, increasing fines, reducing the number of allowable false
8 alarms, and altering the allocation of revenues.
9

10 (Language in brackets [] is to be deleted; underlined language is new).
11

12 Multnomah County ordains as follows:
13

14 Section I. Findings

15 (A) Ordinance 114 (MCC Chapter 7.50) created the Burglary and
16 Robbery Alarm Ordinance. It was adopted in 1975. Ordinance 610
17 repealed Ordinance 114 and enacted a new ordinance (MCC
18 Chapter 7.51) in 1989.

19 (B) With increased use of such alarms by the citizens of Multnomah
20 County, law enforcement agencies are responding to many false
21 alarms.

22 (C) This ordinance is an amendment of the Burglary and Robbery
23 Alarm Ordinance which is tailored to control the number of false
24 alarms and the time enforcement agencies spend in responding to
25 such alarms.

26 (D) An emergency is declared to coordinate County regulation of
burglary and robbery alarms with regulation by the City of

1 | Portland and other cities in Multnomah County.

2 |
3 | Section II. Amendments.

4 | Multnomah County code Chapter 7.51 is amended to read as follows:

5 | 7.51.005 Title. This chapter shall be known as "The
6 | Burglary and Robbery Alarm Ordinance."

7 | 7.51.010 Purpose and Scope.

8 | (A) The purpose of this ordinance is to encourage
9 | alarm users and alarm businesses to assume increased
10 | responsibility for maintaining the mechanical reliability
11 | and the proper use of alarm systems to prevent
12 | unnecessary police emergency responses to false alarms
13 | and thereby to protect the emergency response capability
14 | of the county from misuse.

15 | (B) This ordinance governs burglary and robbery
16 | alarm systems, requires permits, establishes fees,
17 | provides for allocation of revenues and deficits,
18 | provides for fines for excessive false alarms, provides
19 | for no response to alarms, provides for punishment of
20 | violations and establishes a system of administration.

21 | (C) Revenue generated in excess of costs to
22 | administer the Ordinance shall be allocated for the use
23 | of participating law enforcement agencies and for public
24 | education and training programs in reduction of false
25 | alarms in accordance with MCC 7.51.070.

26 | (D) The provisions of this ordinance shall apply in
any municipal corporation in the County which has
consented to the application of the ordinance. The
provisions of this ordinance shall not apply in any
municipal corporation in the County which has in effect
an ordinance having the same purpose as this ordinance
and which is administered by Multnomah County officers or
employees in the manner provided herein pursuant to an
intergovernmental agreement.

7.51.015 Definitions.

(A) "Alarm Business" means the business by any
individual, partnership, corporation, or other entity of
selling, leasing, maintaining, servicing, repairing,
altering, replacing, moving or installing any alarm
system or causing to be sold, leased, maintained,
serviced, repaired, altered, replaced, moved or installed
any alarm system in or on any building, structure or

1 facility.

2 (B) "Alarm System" means any assembly of equipment,
3 mechanical or electrical, arranged to signal the
4 occurrence of an illegal entry or other activity
5 requiring urgent attention and to which police are
6 expected to respond.

7 (C) "Alarm User" means the person, firm,
8 partnership, association, corporation, company or
9 organization of any kind which owns, controls or occupies
10 any building, structure or facility wherein an alarm
11 system is maintained.

12 (D) "Automatic Dialing Device" means a device which
13 is interconnected to a telephone line and is programmed
14 to select a predetermined telephone number and transmit
15 by voice message or code signal an emergency message
16 indicating a need for emergency response. Such a device
17 is an alarm system.

18 (E) "Bureau of Emergency Communications" is the
19 City/County facility used to receive emergency and
20 general information from the public to be dispatched to
21 the respective police departments utilizing the bureau.

22 (F) "Burglary Alarm System" means an alarm system
23 signaling an entry or attempted entry into the area
24 protected by the system.

25 (G) "Coordinator" means the individual designated
26 by the Sheriff to issue permits and enforce the
provisions of this ordinance.

(H) "False Alarm" means an alarm signal, eliciting
a response by police when a situation requiring a
response by the police does not in fact exist, but does
not include an alarm signal caused by violent conditions
of nature or other extraordinary circumstances not
reasonably subject to control by the alarm business
operator or alarm user.

(I) "Interconnect" means to connect an alarm system
including an automatic dialing device to a telephone
line, either directly or through a mechanical device that
utilizes a telephone, for the purpose of using the
telephone line to transmit a message upon the activation
of the alarm system.

(J) "Primary Trunk Line" means a telephone line
serving the Bureau of Emergency Communications that is
designated to receive emergency calls.

1 (K) "Robbery Alarm System" means an alarm system
2 signaling a robbery or attempted robbery.

3 (L) "Sheriff" means the Sheriff of Multnomah County
4 or his designated representative.

5 (M) "No Response" means peace officers will not be
6 dispatched to investigate a report of an alarm signal.

7 (N) "Chief of Police" means the Chief of Police of
8 the law enforcement agency of the municipality in which
9 the alarm has occurred, or his designated representative,
10 and in municipalities which do not have a Chief of
11 Police, the Mayor of the municipality or his designated
12 representative.

13 (O) "Sound emission cutoff feature" means a feature
14 of an alarm system which will cause an audible alarm to
15 stop emitting sound.

16 (P) "System Becomes Operative" means when the alarm
17 system is capable of eliciting a response by police.

18 (Q) "Economically Disadvantaged Person" means a
19 person receiving public assistance and/or food stamps.

20 7.51.020 Alarm Users Permits Required; fees.

21 (A) Every alarm user shall obtain an alarm user's
22 permit for each system from the coordinator's office
23 within 30 days of the time when the system becomes
24 operative. Users of systems using both robbery and
25 burglary alarm capabilities shall obtain separate permits
26 for each function. Application for a burglar or robbery
alarm user's permit and [an \$8.00] a \$12.00 fee for each
shall be filed with the coordinator's office each year.
Each permit shall bear the signature of the Sheriff and
be for a one year period. The permit shall be physically
upon the premises using the alarm system and shall be
available for inspection by the Sheriff.

(B) If a residential alarm user is over the age of
62 and/or is an economically disadvantaged person and is
a resident of the residence and if no business is
conducted in the residence, a user's permit may be
obtained from the coordinator's office according to
MCC 7.51.020 (A) without the payment of a fee.

(C) A \$25.00 charge will be charged in addition to
the fee provided in MCC 7.51.020 (A) to a user who fails
to obtain a permit within thirty (30) days after the
system becomes operative, or who is more than thirty (30)
days delinquent in renewing a permit.

1 (D) If an alarm user fails to renew a permit within
 2 30 days after the permit expires, the coordinator will
 3 notify the alarm user, by certified mail, that, unless
 4 the permit is renewed and all fees and fines are paid
 5 within 30 days from the date of mailing of the certified
 6 letter, police response to the alarm will thereafter be
 7 suspended. If the permit is not renewed and all fees and
 8 fines are not paid the coordinator will suspend police
 9 response to the alarm and make notifications as provided
 10 in 7.51.035 (B) 1 through 5.

6 7.51.025 Fines For Excessive False Alarms.

7 (A) Fines will be assessed by the coordinator for
 8 excessive false alarms during a permit year as follows:

9	[Fourth false alarm	\$50.00]
10	[Fifth false alarm	No fine]
11	[Sixth through ninth]	
12	<u>Second and third</u>	
13	false alarms	\$50.00 each
14	[Tenth] <u>Fourth</u> and any	
	additional false alarms	\$100.00 each

15 (B) The coordinator will notify the alarm user and
 16 the alarm business by regular mail of a false alarm and
 17 the fine and the consequences of the failure to pay the
 18 fine. The coordinator will also inform the alarm user of
 19 his/her right to appeal the validity of the false alarm
 20 to the sheriff, as provided in MCC 7.51.055. If the fine
 21 has not been received in the coordinator's office within
 22 30 days from the day the notice of fine was mailed by the
 23 coordinator and there is no appeal pending on the
 24 validity of the false alarm, the coordinator will send
 25 the notice of fine by certified mail along with a notice
 26 of late fee of \$25.00. If payment is not received within
 ten days of the day the notice of late fee was mailed,
 the coordinator will initiate the no response process and
 may initiate the enforcement of penalties.

23 [7.51.030 Corrective Letter.

24 On the fourth false alarm, in addition to the fine,
 25 the alarm user shall submit to the coordinator a letter
 26 specifying what corrective action has been taken to
 prevent false alarms. Upon authorization of the alarm
 user, the alarm company may submit the required letter]

7.51.035 No Response to Excessive Alarms.

1 (A) After the [eighth] second false alarm the
2 coordinator shall send a notification to the alarm user
3 by [certified] mail which will contain the following
4 information:

5 (1) that the [eighth] second false alarm has
6 occurred;

7 (2) that if two more false alarms occur
8 within the permit year the police will not respond
9 to any subsequent alarms without the approval of
10 the Sheriff or the Chief of Police;

11 (3) that the approval of the Sheriff or Chief
12 of Police can only be obtained by applying in
13 writing for reinstatement. The Sheriff or Chief of
14 Police may reinstate the alarm user upon a finding
15 that reasonable effort has been made to correct the
16 false alarms;

17 (4) that the alarm user has the right to
18 contest the validity of a false alarm determination
19 through a False Alarm Validity Hearing. The
20 request for such a hearing must be in writing and
21 within ten days of receipt of the Notice of Alarm
22 from the coordinator (see MCC 7.51.055 (A)).

23 (B) After the [10th] fourth false alarm within the
24 permit year there will be no police response to
25 subsequent alarms without approval of the Sheriff or the
26 Chief of Police. The coordinator shall send a
notification of the police response suspension to:

(1) The Director of the Bureau of Emergency
Communications;

(2) The Sheriff, if the alarm occurred in an
unincorporated area; or

(3) The Chief of Police of the jurisdiction
within which the alarm is located;

(4) The alarm user by certified mail; and

(5) The persons listed on the alarm user's
permit who are to be contacted in case of
emergency, by certified mail.

(C) The suspension of police response to an alarm
shall begin ten days after the date of delivery of the
Notice of Suspension of Service to the alarm user unless
a written request for a False Alarm Validity Hearing has
been made in the required time period as listed in MCC

1 7.51.055.

2 7.51.040 Special Permits.

3 (A) An alarm user required by federal, state,
4 county or municipal statute, regulation, rule or
5 ordinance to install, maintain and operate an alarm
6 system shall be subject to this ordinance; provided:

7 (1) A permit shall be designated a special
8 alarm user's permit;

9 (2) A special alarm user's permit for a
10 system which has [10] four false alarms in a permit
11 year shall not be subject to the no response
12 procedure and shall pay the regular fine schedule
13 [and shall submit the report required by MCC
14 7.51.030.]

15 (3) The payment of any fine provided for in
16 paragraph (2) of this subsection shall not be
17 deemed to extend the term of the permit.

18 (B) An alarm user which is a governmental political
19 unit shall be subject to this ordinance; but a permit
20 shall be issued without payment of a fee and shall not be
21 subject to fine, payment of additional fees or the
22 imposition of any penalty provided herein.

23 7.51.045 User Instructions.

24 (A) Every alarm business selling, leasing or
25 furnishing to any user an alarm system which is installed
26 on premises located in the area subject to this ordinance
shall furnish the user with instructions that provide
information to enable the user to operate the alarm
system properly and to obtain service for the alarm
system at any time. The alarm business shall also inform
each alarm user of the requirement to obtain a permit and
where it can be obtained.

(B) Standard form instructions shall be submitted
by every alarm business to the Sheriff. If the Sheriff
reasonably finds such instructions to be incomplete,
unclear or inadequate, the Sheriff may require the alarm
business to revise the instructions to comply with
MCC 7.51.045 (A) and then to distribute the revised
instructions to its alarm users.

7.51.050 Automatic Dialing Device: Certain
Interconnections Prohibited.

(A) It is unlawful for any person to program an

1 automatic dialing device to select a primary trunk line
2 and it is unlawful for an alarm user to fail to
3 disconnect or reprogram an automatic dialing device which
4 is programmed to select a primary trunk line within
5 twelve (12) hours of receipt of written notice from the
6 coordinator that it is so programmed.

7 (B) It is unlawful for any person to program an
8 automatic dialing device to select any telephone line
9 assigned to the County and it is unlawful for an alarm
10 user to fail to disconnect or reprogram such device
11 within twelve (12) hours of receipt of written notice
12 from the coordinator that an automatic dialing device is
13 so programmed.

14 7.51.055 Hearing.

15 (A) An alarm user who wants to appeal validity of
16 a false alarm determination by the coordinator may appeal
17 to the Sheriff for a hearing. The appeal must be in
18 writing and must be requested within 10 days of the alarm
19 user having received notice of the alarm from the
20 coordinator. Failure to contest the coordinator's
21 determination in the required time period results in a
22 conclusive presumption for all purposes that the alarm
23 was false.

24 (B) If a hearing is requested, written notice of
25 the time and place of the hearing shall be served on the
26 user by the Sheriff by certified mail at least ten (10)
days prior to the date set for the hearing, which date
shall not be more than twenty-one (21) nor less than ten
(10) days after the filing of the request for hearing.

(C) The hearing shall be before the Sheriff. The
coordinator and the alarm user shall have the right to
present written and oral evidence, subject to the right
of cross-examination. If the Sheriff determines that the
false alarms alleged have occurred in a permit year, the
Sheriff shall issue written findings waiving, expunging
or entering a false alarm designation on an alarm user's
record at his discretion. If false alarm designations
are entered on the alarm user's record, the coordinator
shall pursue fine collection as set out in MCC 7.51.025.

(D) The Sheriff may appoint another person to be a
hearings officer to hear the appeals and to render
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7.51.060 Sound Emission Cutoff Feature.

Alarm systems which emit audible sound which can be
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2 cutoff feature which will stop the emission of sound 15
minutes or less after the alarm is activated.

3 7.51.065 Confidentiality; Statistics.

4 (A) All information submitted in compliance with
5 this ordinance shall be held in the strictest confidence
6 and shall be deemed a public record exempt from
7 disclosure pursuant to ORS 192.502 (3) and any violation
8 of confidentiality shall be deemed a violation of this
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10 sole responsibility for the maintenance of all records of
11 any kind whatsoever under this ordinance.

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14 having the purpose of assisting alarm system evaluation
15 for use by members of the public.

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17 (A) [All] With the exception of four dollars of
18 each permit fee paid by alarm users within the City of
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22 a municipal corporation having the same purpose as this
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24 officers or employees shall be general fund revenue of
25 Multnomah County; provided, however, that Multnomah
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corporations having the same purpose as this ordinance
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or employees, including salaries and wages (excluding the
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corporation having an ordinance having the same purpose
as this ordinance and which is administered by Multnomah
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establish the net excess revenue or cost deficit for the
preceding fiscal year and shall allocate that excess
revenue, if any, or deficit, if any, to the county and

1 any municipal corporation entitled to an account
2 proportionately as the number of permits issued for alarm
3 systems within the corporate limits of the respective
4 municipal corporations and the unincorporated areas of
5 Multnomah County bears to the whole number of permits
6 issued in Multnomah County; provided, that no allocation
7 shall be made if the net excess revenue or deficit is
8 less than \$2,500.

9 (D) Distribution by the county of any excess
10 revenue or payment of allocated deficit amounts by a
11 municipal corporation shall be made not later than
12 September 1 of each fiscal year.

13 (E) "Sound accounting principles" as used in this
14 section, shall include, but not be limited to, practices
15 required by the terms of any state or federal grant or
16 regulations applicable thereto which relate to the
17 purpose of this ordinance.

18 7.51.075 Interpretation.

19 This ordinance and any ordinance of a municipal
20 corporation having the same purpose as this ordinance and
21 which is administered by Multnomah County officers or
22 employees shall be liberally construed to effect the
23 purpose of this ordinance and to achieve uniform
24 interpretation and application of the respective
25 ordinances.

26 7.51.080 Enforcement and Penalties.

(A) Enforcement of this ordinance may be by civil
action as provided in ORS 30.315, or by criminal
prosecution, as provided in ORS 203.810 for offenses
under County law.

(B) Violation of this ordinance shall be punished
upon conviction by a fine of not more than \$500.

(C) The failure or omission to comply with any
section of this ordinance shall be deemed a violation and
may be so prosecuted, subject to the penalty provided in
paragraph (B) of this section.

Section III. Adoption.

This Ordinance, being necessary for the health, safety, and
general welfare of the people of Multnomah County, an emergency is
declared, and the Ordinance shall take effect upon its execution by

1 the County Chair, pursuant to Section 5.50 of the Charter of
2 Multnomah County.

3
4 ADOPTED this 3rd day of July, 1991, being
5 the date of its First reading before the Board of County
6 Commissioners of Multnomah County, Oregon.



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Gladys McCoy

Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*

Sandra N. Duffy
Assistant County Counsel

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DATE SUBMITTED June 4, 1991

(For Clerk's Use)
Meeting Date JUL 03 1991
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA
Subject: Intergovernmental Agreement/Asbestos Abatement

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

DEPARTMENT General Services DIVISION Admin. Services/Purch.
CONTACT Lillie Walker/Jock McIntosh TELEPHONE 248-5111/248-3322

*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.

Intergovernmental agreement to allow the County's contract for asbestos abatement services to be used by North Clackamas School District #12 in accordance with RFP #9P0683.

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 _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 JUN 25 PM 1:10

SIGNATURES:

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

BUDGET/PERSONNEL _____

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

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

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

815Pur:6/6 Returned Original IGA + Contract to Lillie Walker 7-3-91

**INTERGOVERNMENTAL AGREEMENT
FOR PURCHASE OF FURNISHINGS AND OFFICE SYSTEMS**

THIS AGREEMENT, dated May 8, 1991, is between Multnomah County, a political subdivision of the State of Oregon (hereinafter County) and North Clackamas School District #12, a political subdivision of the State of Oregon (hereinafter North Clackamas School District).

WHEREAS, the County has conducted a request for bids and has selected Lake Oswego Insulation as the contractor for asbestos abatements services.

WHEREAS, the County's contract with the vendor requires the vendor to make the same discounts on pricing available to other public entities through January 15, 1992.

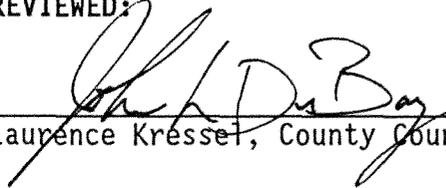
WHEREAS, North Clackamas School District wishes to contract with Lake Oswego Insulation pursuant to the County contract since such purchases will be public interest and will benefit North Clackamas School District due to the advantageous pricing offered and the thoroughness of the County's request for proposals;

NOW, THEREFORE, the parties hereto agree as follows:

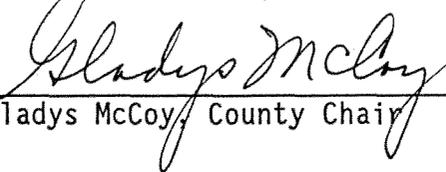
1. County assigns to North Clackamas School District the right to make purchases under the County's contract with Lake Oswego Insulation under County contract #301540, dated July 2, 1990.
2. This Agreement will expire on January 15, 1991, and is renewable for a one (1) year period.
3. The County assumes no liability, financial or otherwise, on behalf of the North Clackamas School District for the use of the County's contract with Lake Oswego Insulation.

IN WITNESS WHEREOF, North Clackamas School District and the County have caused this contract to be executed by their duly authorized representative(s), all on the day and year first written above.

REVIEWED:


for Laurence Kressel, County Counsel

COUNTY OF MULTNOMAH, STATE OF OREGON

By 
Gladys McCoy, County Chair

RATIFIED

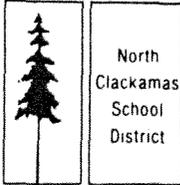
Multnomah County Board
of Commissioners

2-3 7-3-91

NORTH CLACKAMAS SCHOOL DISTRICT #12

By _____

Title



NORTH CLACKAMAS SCHOOL DISTRICT 12
PURCHASING DEPARTMENT

12451 S.E. Fuller Road, Milwaukie, Oregon 97222-1290, (503) 653-3617

PURCHASING SUPERVISOR
Clair Kuppenbender, C.A.M., C.P.M.

April 22, 1991

Mr. Larry Weaver
Multnomah County Purchasing
505 S.E. 11th
Portland, OR 97202

Dear Mr. Weaver,

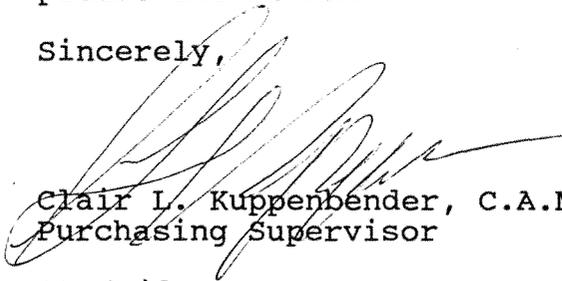
This letter is my request that North Clackamas School District #12 be allowed to enter into an Inter-Agency Agreement with the County of Multnomah so that we may utilize your contract number 30154-0, dated January 4, 1990, between Multnomah County and Lake Oswego Insulation Company.

It is our desire to operate under the basis of this contract for miscellaneous asbestos abatement work during the life of the contract.

Upon the renewal of this contract, or upon the re-bid of this contract, we would also like to be named as a participant for this contract.

If there is any additional documentation that I need to complete, please let me know.

Sincerely,


Clair L. Kuppenbender, C.A.M., C.P.M.
Purchasing Supervisor

CLK/cjd

RECEIVED
PURCHASING SECTION
91 MAY - 1 PM 2:43
MULTNOMAH COUNTY

Meeting Date: JUL 03 1991

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Housing and access for Washington County Cooperative Services

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

DEPARTMENT Library DIVISION Central

CONTACT Ginnie Cooper TELEPHONE 221-7724

PERSON(S) MAKING PRESENTATION Ginnie Cooper

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes maximum

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

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

We are seeking approval of this IGA to continue an arrangement that has proven in the past to be beneficial to the Washington County Reference staff, Multnomah County Library and library patrons from both systems. This is a revenue generating agreement for Multnomah County Library that has the added attraction of being an excellent service to patrons as well as providing easier access and dissemination of information for the Reference staff of Washington County.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Ginnie Cooper

(All accompanying documents must have required signatures)

Returned Original Contracts & IGA to Ginnie Cooper 7-3-91.

1991 JUN 25 PM 1:32
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

B. This Agreement may be terminated by either party for any reason upon at least 60 days prior written notice. In the event of termination, payment in lieu of rent shall be adjusted pro rata.

IV. Employment of Outstationed Personnel

A. WCCLS agrees to directly employ the Reference Librarian and Library Clerk(s) as outstationed personnel at Multnomah County Library. It is understood that these employees will abide by Multnomah County Library's circulation policies and procedures.

B. Employees of WCCLS and the Multnomah County Library shall remain the employees of each. WCCLS and Multnomah County Library shall be responsible for salaries, benefits, rights and liabilities that accrue from the employment of their own respective employees. WCCLS and Multnomah County shall each comply with ORS 657.017 for all employees.

V. Hold Harmless

Each party shall be responsible for any damages it suffers in connection with this Agreement which are caused by residents of the other county, including but not limited to the loss or destruction of library materials, and shall hold the other party harmless therefrom.

VI. Equal Opportunity

Washington County Personnel Rules provide that Washington County (and, consequently, WCCLS) shall enter into contractual agreement only with equal opportunity employers. Therefore, Multnomah County hereby agrees that its employees and applicants for employment shall not be discriminated against because of race, color, national origin, religion, physical or mental handicaps, sex or age, except in the case of bona fide occupational qualifications as defined and provided by Oregon law.

VII. Captions

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

FOR WASHINGTON COUNTY

Name

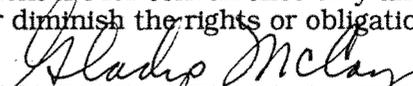
Title

Date

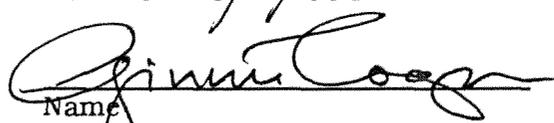
Approved as to Form:



Assistant County Counsel



Gladys McCoy, Multnomah County Chair
Date: 7/3/91
FOR MULTNOMAH COUNTY



Name
Director of Libraries

Title

May 20, 1991
Date

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY OREGON

By 

Assistant County Counsel

RATIFIED
Multnomah County Board
of Commissioners
R-4 7-3-91