

## **ANNOTATED MINUTES**

Wednesday, March 9, 1994 - 9:00 AM - 10:00 AM  
Multnomah County Courthouse, Room 602

### **EXECUTIVE SESSION**

- E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(e) for Deliberations Concerning Real Property Transactions.*

**EXECUTIVE SESSION HELD. UNANIMOUS CONSENT ITEM  
TO BE CONSIDERED ON THURSDAY.**

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Wednesday, March 9, 1994 - 10:00 AM  
Multnomah County Courthouse, Room 602

### **BUDGET WORK SESSION**

- WS-1 *Board Work Session to Discuss Issues Important for Development of the 1994-95 Budget, as Follows: Capital Improvement Plan - 10:00 AM TIME CERTAIN, 45 MINUTES REQUESTED; Data Processing Management Committee - 10:45 AM TIME CERTAIN, 45 MINUTES REQUESTED; and Neighborhood Prosecutor Program - 11:30 AM TIME CERTAIN, 30 MINUTES REQUESTED. Presented by Appropriate Department Staff.*

**BETSY WILLIAMS, JIM EMERSON, JIM MUNZ AND MICHAEL  
SCHRUNK PRESENTATIONS AND RESPONSE TO BOARD  
QUESTIONS.**

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Thursday, March 10, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602

### **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:32 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.*

### **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY  
COMMISSIONER HANSEN, THE CONSENT CALENDAR  
(ITEMS C-1 THROUGH C-2) WAS UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-1 *ORDER in the Matter of the Execution of Deed D940987 Upon Complete Performance of a Contract to Maxine E. Stamper*

**ORDER 94-45.**

- C-2 *ORDER in the Matter of the Execution of Deed D940991 Upon Complete Performance of a Contract to Claxton N. Welch*

**ORDER 94-46.**

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1 *Progress Update on Right-of-Way Acquisition and Presentation of New Maps for 40-Mile Loop Land Trust. Presented by Bob Akers.*

**BOB AKERS AND BOB BOTHMAN PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS IN SUPPORT.**

**SHERIFF'S OFFICE**

- R-2 *Ratification of Intergovernmental Agreement Contract 800664 Between Multnomah County and the City of Maywood Park, Providing Payment for Sheriff's Office Administration of County Code Chapter 7.51*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-2. MARY ANN INGLESBY EXPLANATION FOR ITEMS R-2 THROUGH R-5. AGREEMENT UNANIMOUSLY APPROVED.**

- R-3 *Ratification of Intergovernmental Agreement Contract 800674 Between Multnomah County and the City of Fairview, Providing Payment for Sheriff's Office Administration of City Ordinances 9-1991 and 4-1993*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-3 WAS UNANIMOUSLY APPROVED.**

- R-4 *Ratification of Intergovernmental Agreement Contract 800684 Between Multnomah County and the City of Troutdale, Providing Payment for Sheriff's Office Administration of City Ordinance 568-0*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY**



**COMMISSIONER HANSEN, R-4 WAS UNANIMOUSLY APPROVED.**

- R-5** *Ratification of Intergovernmental Agreement Contract 800694 Between Multnomah County and the City of Wood Village, Providing Payment for Sheriff's Office Administration of City Ordinance 5-1989*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-5 WAS UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6** *Ratification of Intergovernmental Agreement Contract 301314 Between Multnomah County and the City of Troutdale, Providing Utility Undergrounding and Road Improvements to S.E. Stark Street Between S.E. 282nd Avenue and S.E. Evans Road*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. JOHN DORST EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

**COMMUNITY AND FAMILY SERVICES DIVISION**

- R-7** *Affordable Housing Development Program Status Update of Unresolved Request for Property Under Ordinance 753, and Consideration of an ORDER in the Matter of Denying the Transfer of Tax Foreclosed Properties to Portsmouth Community Redevelopment*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. CECILE PITTS EXPLANATION AND DISCUSSION IN RESPONSE TO COMMISSIONER HANSEN'S SUGGESTED AMENDMENT. LEE POE TESTIMONY IN SUPPORT OF PORTSMOUTH COMMUNITY REDEVELOPMENT. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, AN AMENDMENT ADDING: "IT IS FURTHER ORDERED THAT THE SUBJECT PROPERTY BE HELD OVER BY THE COUNTY AND MADE AVAILABLE FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AS PART OF THE NEXT CYCLE OF THE AFFORDABLE HOUSING DEVELOPMENT PROGRAM." WAS UNANIMOUSLY APPROVED. ORDER 94-47, AS AMENDED, UNANIMOUSLY APPROVED.**

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-8 *ORDER in the Matter of the Acquisition of Real Property for the Department of Community Corrections East County District Probation Services Field Office*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-8. TAMARA HOLDEN, BOB OBERST AND DAVE BOYER EXPLANATION AND RESPONSE TO QUESTIONS AND CONCERNS OF VICE-CHAIR COLLIER. BOARD DISCUSSION AND COMMENTS. ORDER 94-48 APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER COLLIER VOTING NO.**

- R-9 *Budget Modification DCC 7 Requesting Authorization to Transfer \$120,000 from Rentals to Buildings for the Purchase of Property at 495 NE Beech in Gresham, for the Proposed Location of an East County District Office of Parole and Probation and Integrated Services*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-9 WAS APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER COLLIER VOTING NO.**

**PUBLIC COMMENT**

- R-10 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

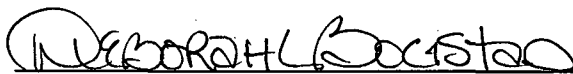
**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED.**

- UC-1 *ORDER in the Matter of the Acquisition of Real Property for the Department of Environmental Services, Division of Assessment and Taxation and the Information Services Division*

**BOB OBERST EXPLANATION. BOARD COMMENTS. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, ORDER 94-49 WAS UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 10:50 a.m.*

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

  
**Deborah L. Bogstad**



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

March 7, 1994 - March 11, 1994

*Wednesday, March 9, 1994 - 10:00 AM - Budget Work Session. . . . .Page 2*

*Thursday, March 10, 1994 - 9:30 AM - Regular Meeting. . . . .Page 2*

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

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

*Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers*

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

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

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

Wednesday, March 9, 1994 - 10:00 AM

Multnomah County Courthouse, Room 602

**BUDGET WORK SESSION**

- WS-1     *Board Work Session to Discuss Issues Important for Development of the 1994-95 Budget, as Follows: Capital Improvement Plan - 10:00 AM TIME CERTAIN, 45 MINUTES REQUESTED; Data Processing Management Committee - 10:45 AM TIME CERTAIN, 45 MINUTES REQUESTED; and Neighborhood Prosecutor Program - 11:30 AM TIME CERTAIN, 30 MINUTES REQUESTED. Presented by Appropriate Department Staff.*
- 

Thursday, March 10, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

**REGULAR MEETING**

**CONSENT CALENDAR**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-1     *ORDER in the Matter of the Execution of Deed D940987 Upon Complete Performance of a Contract to Maxine E. Stamper*
- C-2     *ORDER in the Matter of the Execution of Deed D940991 Upon Complete Performance of a Contract to Claxton N. Welch*

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1     *Progress Update on Right-of-Way Acquisition and Presentation of New Maps for 40-Mile Loop Land Trust. Presented by Bob Akers. 9:30 TIME CERTAIN, 5 MINUTES REQUESTED.*

**SHERIFF'S OFFICE**

- R-2     *Ratification of Intergovernmental Agreement Contract 800664 Between Multnomah County and the City of Maywood Park, Providing Payment for Sheriff's Office Administration of County Code Chapter 7.51*
- R-3     *Ratification of Intergovernmental Agreement Contract 800674 Between Multnomah County and the City of Fairview, Providing Payment for Sheriff's*

*Office Administration of City Ordinances 9-1991 and 4-1993*

- R-4     *Ratification of Intergovernmental Agreement Contract 800684 Between Multnomah County and the City of Troutdale, Providing Payment for Sheriff's Office Administration of City Ordinance 568-0*
- R-5     *Ratification of Intergovernmental Agreement Contract 800694 Between Multnomah County and the City of Wood Village, Providing Payment for Sheriff's Office Administration of City Ordinance 5-1989*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6     *Ratification of Intergovernmental Agreement Contract 301314 Between Multnomah County and the City of Troutdale, Providing Utility Undergrounding and Road Improvements to S.E. Stark Street Between S.E. 282nd Avenue and S.E. Evans Road*

**COMMUNITY AND FAMILY SERVICES DIVISION**

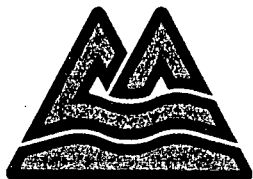
- R-7     *Affordable Housing Development Program Status Update of Unresolved Request for Property Under Ordinance 753, and Consideration of an ORDER in the Matter of Denying the Transfer of Tax Foreclosed Properties to Portsmouth Community Redevelopment*

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-8     *ORDER in the Matter of the Acquisition of Real Property for the Department of Community Corrections East County District Probation Services Field Office*
- R-9     *Budget Modification DCC 7 Requesting Authorization to Transfer \$120,000 from Rentals to Buildings for the Purchase of Property at 495 NE Beech in Gresham, for the Proposed Location of an East County District Office of Parole and Probation and Integrated Services*

**PUBLIC COMMENT**

- R-10    *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*



# MULTNOMAH COUNTY OREGON

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

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

## SUPPLEMENTAL AGENDA

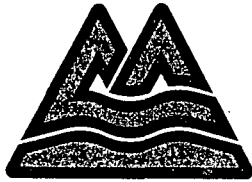
*Wednesday, March 9, 1994 - 9:00 AM - 10:00 AM*

*Multnomah County Courthouse, Room 602*

### EXECUTIVE SESSION

*E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(e) for Deliberations Concerning Real Property Transactions.*

1991-1.AGE/44/dlb



# MULTNOMAH COUNTY OREGON

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

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## BOARD OF COUNTY COMMISSIONERS

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

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## SUPPLEMENTAL AGENDA

*Thursday, March 10, 1994 - 9:30 AM*

*Multnomah County Courthouse, Room 602*

### UNANIMOUS CONSENT ITEM

UC-1     *ORDER in the Matter of the Acquisition of Real Property for the Department of Environmental Services, Division of Assessment and Taxation and the Information Services Division*

MEETING DATE: MAR 10 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

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

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

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15714.

Deed D940987 and Board Orders attached.

3/10/94 originals picked up by  
tax title

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR -2 AM 9:18  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Janice M. Davis Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940987 Upon Complete Performance of ) ORDER  
a Contract to ) 94-45  
MAXINE E. STAMPER )

It appearing that heretofore on August 19, 1992, Multnomah County entered into a contract with MAXINE E. STAMPER for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

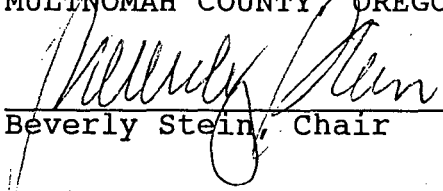
SEC 7, 1S 3E

TL #42 0.55 AC AS DESCRIBED IN ATTACHED EXHIBIT A

Dated at Portland, Oregon this 10th day of March 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

John L. DuBay

R99307-0420

EXHIBIT A

The following described real property in Section 7, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon:

The North 153 feet of the following described property:

Beginning at a point in the North line of the Nathaniel Hamlin Donation Land Claim, 990 feet South  $89^{\circ} 38' 40''$  East of the Northwest corner thereof; thence South  $0^{\circ} 08'$  East 2283.36 feet; thence South  $89^{\circ} 38' 40''$  East 100 feet to the true point of beginning; thence South  $89^{\circ} 38' 40''$  East 157.27 feet to the Northwest corner of Parcel II described in deed to Hallberg Development Company, an Oregon corporation, recorded April 28, 1958 in PS Deed Book 1895 page 72; thence South along the West line of said Hallberg Tract extended to the North line of Powell Valley Road; thence Northwesterly along the North line of said road to the East line of a tract conveyed to Maud C. Eklund by deed recorded February 28, 1940 in Book 536 page 518; thence North  $0^{\circ} 08'$  West to the true point of beginning.

DEED D940987

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MAXINE E. STAMPER, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 7, 1S 3E  
TL #42 0.55 AC AS DESCRIBED IN ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$34,000.00.

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

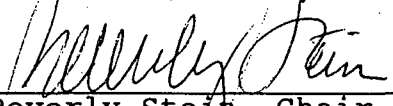
Until a change is requested, all tax statements shall be sent to the following address:

1463 N MAIN ST  
GRESHAM OR 97030

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 10th day of March, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



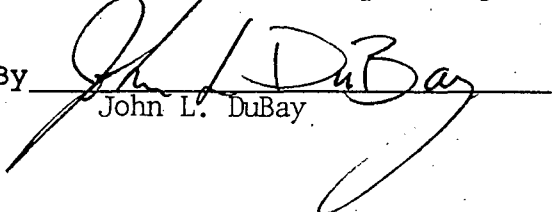
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon


By

  
John L. DuBay

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By

  
Pat Frahler

After recording, return to Multnomah County Tax Title, 166/200

R97307-0420

EXHIBIT A

The following described real property in Section 7, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon:

The North 153 feet of the following described property:

Beginning at a point in the North line of the Nathaniel Hamlin Donation Land Claim, 990 feet South  $89^{\circ} 38' 40''$  East of the Northwest corner thereof; thence South  $0^{\circ} 08'$  East 2283.36 feet; thence South  $89^{\circ} 38' 40''$  East 100 feet to the true point of beginning; thence South  $89^{\circ} 38' 40''$  East 157.27 feet to the Northwest corner of Parcel II described in deed to Hallberg Development Company, an Oregon corporation, recorded April 28, 1958 in PS Deed Book 1895 page 72; thence South along the West line of said Hallberg Tract extended to the North line of Powell Valley Road; thence Northwesterly along the North line of said road to the East line of a tract conveyed to Maud C. Eklund by deed recorded February 28, 1940 in Book 536 page 518; thence North  $0^{\circ} 08'$  West to the true point of beginning.

STATE OF OREGON

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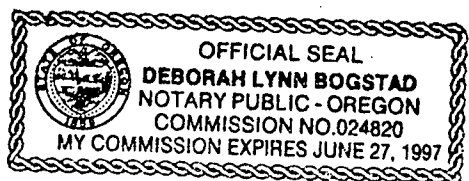
) ss

COUNTY OF MULTNOMAH

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On this 10th day of March, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



*Deborah Lynn Bogstad*

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAR 10 1994  
AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

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

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

REGULAR MEETING: Date Requested: \_\_\_\_\_.

Amount of Time Needed: Consent.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.  
BLDG/ROOM #: 166/200/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15470R

Deed D940991 and Board Orders attached.

3/10/94 originals picked up by tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Jane M. Druce Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 MAR - 1 PM 1:15

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940991 Upon Complete Performance of ) ORDER  
a Contract to )  
CLAXTON N. WELCH ) 94-46

It appearing that heretofore on July 15, 1991, Multnomah County entered into a contract with CLAXTON N. WELCH for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

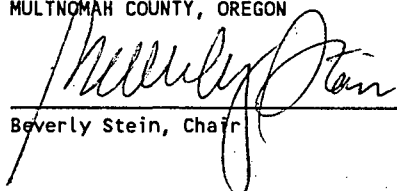
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

PRUNEDALE ADD  
LOTS 7 & 8, BLOCK 10

Dated at Portland, Oregon this 10th day of March, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By 

John L. DuBay

DEED D940991

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CLAXTON N. WELCH, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

PRUNEDALE ADD  
LOTS 7 & 8, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$10,610.02.

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

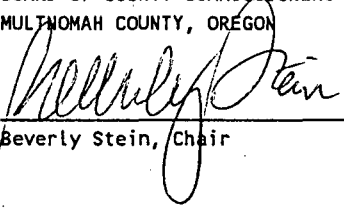
Until a change is requested, all tax statements shall be sent to the following address:

920 NW FRONT ST J-24  
PORTLAND, OR 97209

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 10th day of March, 1994 by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By 

John L. DuBay

By 

K. A. Tuneberg

After recording return to Multnomah County Tax Title Collections 610 SW Alder St Portland, Or 97205  
166/200/Tax Title



STATE OF OREGON

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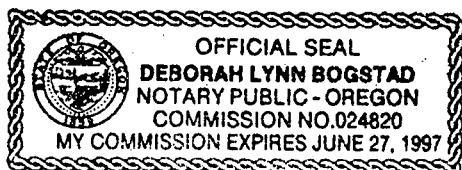
) ss

COUNTY OF MULTNOMAH

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*On this 10th day of March, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

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



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*

MEETING DATE: MAR 10 1994

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Presentation of 40-Mile Loop Land Trust

BOARD BRIEFING Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: March 10, 1994  
Amount of Time Needed: 5 minutes  
TIME CERTAIN : 9:30 a.m.

DEPARTMENT: Nondepartmental DIVISION: Commissioner Kelley

CONTACT Robert Trachtenberg TELEPHONE #: 248-5213  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Bob Akers

ACTION REQUESTED

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

Progress update on right-of-way acquisition and presentation of new maps for 40-mile loop

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharon Kelley

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURE

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

0516C/63

1517L - 70

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR -3 AM 10:52  
MUSKOGEE COUNTY  
OREGON

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN CITY OF MAYWOOD PARK AND THE SHERIFF'S OFFICE

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

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

REGULAR MEETING: Date Requested: MARCH 10, 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: ENFORCEMENTCONTACT: Larry Aab TELEPHONE #: 251-2489BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

## ACTION REQUESTED:

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

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

## SIGNATURES REQUIRED:

RATIFICATION OF INTERGOVERNMENTAL AGREEMENT CONTRACT 800664  
BETWEEN CITY OF MAYWOOD PARK AND THE SHERIFF'S OFFICE TO  
ADMINISTER COUNTY CODE CHAPTER 7.51 AND PROVIDE PAYMENT AS  
OUTLINED WITHIN THE CONTRACT.3/11/94 original to  
Larry Aab

REGULAR

ELECTED OFFICIAL: Bob Skipper Jr.

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR - 2 AM 9:18  
MULTNOMAH COUNTY  
OREGON

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: FEBRUARY 24, 1994

REQUESTED PLACEMENT DATE: MARCH 10, 1994

RE: INTERGOVERNMENTAL AGREEMENT WITH CITY OF MAYWOOD PARK,  
CONTRACT #800664, AND THE SHERIFF'S OFFICE.

---

- I. Recommendation/Action Requested:  
Ratification of Intergovernmental Agreement between City of Maywood Park and the Sheriff's Office.
- II. Background/Analysis:  
Sheriff's Office shall administer Multnomah County Code Chapter 7.51 to have in force provisions which regulate the installation and use of burglar and robbery alarm system. A county-wide task force is made up of representatives of the Sheriff's Office and incorporated cities within the County, and alarm industry to work on methods of reducing false alarms. This is a first time contract and needs ratification approval.
- III. Financial Impact:  
N/A
- IV. Legal Issues:  
Multnomah County Code 7.51.
- V. Controversial Issues:  
N/A
- VI. Link to Current County Policies:  
Consistent.
- VII. Citizen Participation:  
Private jurisdictions.
- VIII. Other Government Participation:  
Task Force made up of participating jurisdictions.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800664

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-2</u> DATE <u>3/10/94</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Sheriff's Office Division Enforcement Date February 24, 1994Contract Originator Mary Ann Inglesby Phone 251-2525 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract County shall administer County Code Chapter 7.51 and provide payment as outlined within the contract.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Maywood ParkMailing Address 4510 NE 102nd Ave. Annex #1  
Portland, OR 97220Phone 255-9805

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

Effective Date 7/1/93Termination Date N/AOriginal Contract Amount \$ N/A

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

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

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

## REQUIRED SIGNATURES:

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

## Payment Schedule

## Terms

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date February 24, 1994

Date \_\_\_\_\_

Date 3/1/94Date March 10, 1994

Date \_\_\_\_\_

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

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County), and City of Maywood Park (City).

RECITALS

The City of Maywood Park has adopted Multnomah County Code Chapter 7.51 to have in force provisions which regulate the installation and use of burglar and robbery alarm systems.

The parties desire to enter into this agreement to govern the administration of City Resolution \_\_\_\_\_ in accordance with those mutual terms and conditions set forth hereafter, the parties agree as follows:

I. TASK FORCE:

1. MSCO shall facilitate a county-wide task force consisting of representatives of MCSO, incorporated cities within the County, and alarm industry to work on methods of reducing false alarms. The Task Force shall operate by consensus.
2. MSCO shall arrange for quarterly meeting of the Task Force. This is to include but is not limited to the preparation of the meeting facility and any information or items that the Task Force needs in order to conduct its business.
3. MCSO shall provide any secretarial needs of the Task Force. This is to include but is not limited to the minutes of all meetings held by the Task Force and shall be distributed to all interested parties within fifteen (15) days of the meeting.
4. The county-wide Task Force duties shall include but are not limited to the following:

INTERGOVERNMENTAL AGREEMENT

PAGE 2

- a. The review and approval of the Alarm Ordinance Unit's final proposed budget and any revisions;
  - b. The review and approval of all Alarm Ordinance Unit policies. This is to include all policies that impact the services provided by the Alarm Ordinance Unit.
5. Task Force members shall disclose any actual or potential conflict of interest regarding any review item before the Task Force. The Task Force shall, by consensus, determine whether the member will be disqualified from participation in discussion of the item.
  6. The Task Force shall review information and policy presented to the alarm industry; all information and policy shall be mutually agreed upon by all parties. Meetings conducted with the alarm industry as a whole shall be convened by all parties in collaboration.

II. THE PARTIES AGREE:

1. The MCSO shall:
  - a. Administer Multnomah County Code Chapter 7.51 according to its terms.
  - b. Use a computer based system to maintain industry and user files, send false alarm notices, send fine letters, track false alarms, renew permits, and provide statistical information.
  - c. Send notices of false alarms, fines, and suspension of service due to excessive alarms, generated by a computerized record keeping system, within four (4) working days of receiving the information from the Bureau of Emergency Communications (BOEC). Notices of permit renewal shall be sent 30 days prior to permit holders' renewal date. At least one late renewal notice shall be sent within two weeks of a failure to renew a permit.
  - d. Provide the City with computer developed statistical information about alarms to include but not be limited to:
    - 1) Total number of new applications, renewal permits, and deleted permits processed.

INTERGOVERNMENTAL AGREEMENT  
PAGE 3

- 2) Total number of permits within each jurisdiction and total number of alarm incidents by jurisdiction.
  - 3) Total number of false and bonafide alarms by alarm company.
  - 4) Number of alarm users sorted by alarm user type (government, business, residential, and financial), and by system type (audible burglary, silent burglary, audible/monitored burglary and silent robbery).
  - 5) Total number of alarm company customers sorted by alarm user type (residential, commercial, government and financial designation) and sorted by system type (audible burglary, silent burglary, audible/monitored burglary and silent robbery).
  - 6) Number of false alarms by alarm company within each jurisdiction and the false alarm rates by alarm company within each jurisdiction.
  - 7) Revenues received by type (permit fees, fine, etc.).
  - 8) Alarm statistics shall be furnished monthly, no later than the 10th of the month.
- e. Enforce the alarm company user instruction section of the ordinance (Multnomah County Code Chapter 7.51) and maintain a file of each alarm company's instructions manual.
- f. Work towards ensuring that the alarm file updates/deletions are easily transferable to the Bureau of Emergency Communications new dispatch system.
- g. Assign a part-time Alarm Information Officer who shall be the liaison between the City and MCSO.
1. The Alarm Information Officer shall be an employee of MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
  2. The City does not assume any liability for the direct payment of any wages, salaries or other compensation for the Alarm Information Officer performing services pursuant to the terms of this Agreement or for any other liability not provided for in this agreement.



INTERGOVERNMENTAL AGREEMENT

PAGE 4

3. The MCSO shall maintain Worker's Compensation insurance coverage for the Alarm Information Officer either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
  - h. The Alarm Information Officer will develop programs targeted at reducing false alarms.
2. Finance:
- a. The City has increased its yearly alarm user's permit fee from \$8.00 to \$12.00, an increase of \$4.00. This \$4.00 increase shall be revenue of MCSO to fund the position of the Alarm Information Officer. The salary for the Alarm Information Officer will not exceed \$20,000 per year. MCSO has hired a one-half FTE position for the outreach program. This is to ensure that outreach services are available and consistent throughout the county.
  - b. The MCSO reserves the right to use \$4.00 of any alarm permit fee increase per permit derived from the other jurisdictions in the consortium for outreach activities in parts of the County outside the city of Portland. These activities will be administered by MCSO and may be funded with supplemental funds from regular alarm ordinance revenue, not to exceed \$10,000 per year, if the \$4.00 permit fee increase is not sufficient to pay for the program.
  - c. The purpose of the provisions in paragraph b. is to clarify the intent of this agreement that the County-wide consortium for false alarm reduction will continue to be a cooperative effort among all the parties and that false alarm reduction policy will be consistent County-wide.

III. EFFECTIVE AND TERMINATION DATES

This agreement shall be in effect from July 1, 1993, and shall remain in effect until there is no government law enforcement response to burglar and robbery alarms in the City, or until terminated by either party on sixty (60) days written notice of such termination to the other party.

INTERGOVERNMENTAL AGREEMENT  
PAGE 5

IV. CONTACT PERSON

- a. For information concerning services to be performed under this agreement, contact shall be made with:

If to the City: Rod Chambers  
City of Maywood Park  
4510 NE 102nd Av Annex #1  
Portland, Oregon 97220

If to MCSO: Mary Ann Inglesby  
Multnomah County Sheriff's Office  
12240 NE Glisan St.  
Portland, Oregon 97230  
Telephone: 251-2411

V. NOTICE

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

If to the City: Rod Chambers  
City of Maywood Park  
4510 NE 102nd Av. Annex #1  
Portland, Oregon 97220

If to MCSO: Larry Aab  
Multnomah County Sheriff's Office  
12240 NE Glisan  
Portland, Oregon 97230

VI. AMENDMENTS

The MCSO and the City may amend this agreement at any time only by written amendment, agreed to by both parties.

INTERGOVERNMENTAL AGREEMENT  
PAGE 6

VII. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, MCSO and City shall comply with all applicable federal, state, and local laws and regulations.

VIII. OREGON LAW AND FORUM

1. This agreement shall be construed according to the laws of the State of Oregon.
2. Any litigation between the MCSO and City arising under this agreement or out of work performed under this agreement of issues not finally resolved by arbitration as provided in Section X of this agreement, shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
3. To the maximum extent permitted by law, each party shall hold harmless and indemnify the other, and the officers, agents and employees of the other, from and against any claims for injury or damage to person or property which may be caused by or arise from its own actions under this agreement.

IX. ASSIGNMENT

Neither the City nor MCSO shall assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.

X. ARBITRATION

Any dispute under this agreement which is not settled by mutual agreement of MCSO or City within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by MCSO, one of whom shall be appointed by the City, and one of whom shall be appointed by the two arbitrators appointed by MCSO and the City. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) days period. The arbitration shall be conducted in Portland, Oregon and shall

INTERGOVERNMENTAL AGREEMENT  
PAGE 7

be governed by the laws of the State of Oregon, and shall agree on the rules governing the arbitration (including appropriation of costs), or, if they cannot agree on rules, the arbitrators shall adopt rules consistent with this section. The arbitrators shall render their decision within forty-five (45) days of their first meeting with MCSO and City. Insofar as MCSO and City legally may do so, they shall be bound by the decision of the panel.

CITY OF MAYWOOD PARK

MULTNOMAH COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Bob Skipper, Sheriff  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 3/10/94  
DEB BOGSTAD  
BOARD CLERK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

REVIEWED:

\_\_\_\_\_  
Attorney, City of Maywood Park  
Date: \_\_\_\_\_

  
for Laurence Kressel, County Counsel  
for Multnomah County, Oregon  
Date: 3/1/94

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN CITY OF FAIRVIEW AND THE SHERIFF'S OFFICE

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

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

REGULAR MEETING: Date Requested: MARCH 10, 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: ENFORCEMENTCONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

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

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

## SIGNATURES REQUIRED:

RATIFICATION OF INTERGOVERNMENTAL AGREEMENT CONTRACT 800674  
BETWEEN CITY OF FAIRVIEW AND THE SHERIFF'S OFFICE TO ADMINISTER  
CITY ORDINANCES 9-1991 AND 4-1993 AND PROVIDE PAYMENT AS OUTLINED  
WITHIN THE CONTRACT.3/11/94 originals to  
LARRY AAB**REGULAR**ELECTED OFFICIAL: Bob Skipper Jr.

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1994 MAR -2 AM 9:18  
MULTNOMAH COUNTY  
OREGON

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: LARRY AAB, FISCAL MANAGER  
TODAY'S DATE: FEBRUARY 24, 1994  
REQUESTED PLACEMENT DATE: MARCH 10, 1994  
RE: INTERGOVERNMENTAL AGREEMENT, CONTRACT #800674, WITH  
CITY OF FAIRVIEW AND THE SHERIFF'S OFFICE.

---

- I. Recommendation/Action Requested:  
Ratification of Intergovernmental Agreement between City of Fairview and the Sheriff's Office.
- II. Background/Analysis:  
Sheriff's Office shall administer Multnomah County Code Chapter 7.51 to have in force provisions which regulate the installation and use of burglar and robbery alarm system. A county-wide task force is made up of representatives of the Sheriff's Office and incorporated cities within the County, and alarm industry to work on methods of reducing false alarms. This is a first time contract and needs ratification approval.
- III. Financial Impact:  
N/A
- IV. Legal Issues:  
Multnomah County Code 7.51.
- V. Controversial Issues:  
N/A
- VI. Link to Current County Policies:  
Consistent.
- VII. Citizen Participation:  
Private jurisdictions.
- VIII. Other Government Participation:  
Task Force made up of participating jurisdictions.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800674

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP; Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-3</u> DATE <u>3/10/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Sheriff's Office Division Enforcement Date February 24, 1994Contract Originator Mary Ann Inglesby Phone 251-2525 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract County shall administer City Ordinances 9-1991 and 4-1993 and provide payment as outlined in contract.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name City of FairviewMailing Address 300 Harrison St.Fairview, OR 97024Phone 665-7929

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

Effective Date 7/1/93Termination Date N/AOriginal Contract Amount \$ N/A

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

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

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

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration (Class I, Class II Contracts Only) [Signature]

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

**Payment Schedule****Terms**

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date February 24, 1994

Date \_\_\_\_\_

Date 3/1/94Date March 10, 1994

Date \_\_\_\_\_

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

ORIGINAL

**CITY OF FAIRVIEW  
INTERGOVERNMENTAL AGREEMENT**

This Agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County), and City of Fairview (City).

**RECITALS**

1. Both the City (Fairview Ordinance 9-1991) as amended by Ordinance 4-1993, Exhibit A, and County (Multnomah County Code Chapter 7.51) have in force provisions which regulate the installation and use of burglar and robbery alarm systems.
2. For the fiscal year 1993-1994, pursuant to the provisions of City Ordinance 9-1991, the MCSO will administer the provisions of City Ordinance 9-1991.
3. The parties desire to enter into this agreement to govern the administration of City Ordinances 9-1991 and 4-1993 for the fiscal year beginning July 1, 1993 through June 30, 1994.

**I. THE PARTIES AGREE:**

1. The MCSO shall:
  - a. Administer City Ordinances 9-1991 and 4-1993 according to its terms.
  - b. Use a computer based system to maintain industry and user files, send false alarm notices, send fine letters, track false alarms, renew permits, and provide statistical information.
  - c. Send notices of false alarms, fines, and suspension of service due to excessive alarms, generated by a computerized record keeping system, within three (3) working days of receiving the information from the Bureau of Emergency Communications (BOEC). Notices of permit renewal shall be sent 30 days prior to permit holders' renewal date. At least one late renewal notice shall be sent within two weeks of a failure to renew a permit.
  - d. Provide the City with computer developed statistical information about alarms to include but not be limited to:
    - 1) Total number of new applications, renewal permits, and deleted permits processed.
    - 2) Total number of permits within each jurisdiction and total number of alarm incidents by jurisdiction.
    - 3) Total number of false and bonafide alarms by alarm company.



- 4) Number of alarm users sorted by alarm user type (government, business, residential, and financial), and by system type (audible burglary, silent burglary, audible/monitored burglary and silent robbery).
  - 5.) Total number of alarm company customers sorted by alarm user type (residential, commercial, government and financial designation) and sorted by system type (audible burglary, silent burglary, audible/monitored burglary and silent robbery).
  - 6) Number of false alarms by alarm company within each jurisdiction and the false alarm rates by alarm company within each jurisdiction.
  - 7) Revenues received by type (permit fees, fine, etc.).
  - 8) Alarm statistics shall be furnished monthly, no later than the 15th of the month.
- e. Facilitate a County-wide task force consisting of representatives of MCSO, unincorporated cities within the county, and alarm industry to work on methods of reducing false alarms.
  - f. Enforce the alarm company user instruction section of the ordinance (Ordinance 9-1991, Section 9) and maintain a file of each alarm company's instructions manual.
  - g. Work towards ensuring that the alarm file updates/deletions are easily transferable to the Bureau of Emergency Communications new dispatch system.
  - h. Assign a part-time Alarm Information Officer who shall be the liaison between the City and MCSO.
    1. The Alarm Information Officer shall be an employee of MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
    2. The City does not assume any liability for the direct payment of any wages, salaries or other compensation for the Alarm Information Officer performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
    3. The MCSO shall maintain Worker's Compensation insurance coverage for the Alarm Information Officer either as a carrier insured employer or a self-insured employer or a self insured employer as provided in ORS chapter 656.
  - i. The Alarm Information Officer will develop programs targeted at reducing false alarms.

2. Finance:

- a. The City has increased its yearly alarm user's permit fee from \$8.00 to \$12.00, an increase of \$4.00. This \$4.00 increase shall be revenue of MCSO. The City shall use this revenue to fund the position of the MCSO's Alarm Information Officer.
- b. The MCSO reserves the right to use \$4.00 of any alarm permit fee increase per permit derived from the other jurisdictions in the consortium for outreach activities in parts of the County outside the City of Portland. These activities will be administered by MCSO and may be funded with supplemental funds from regular alarm ordinance revenue not to exceed \$10,000 per year, if the \$4.00 permit fee increase is not sufficient to pay for the program. The total expenditure of MCSO's portion of the outreach function will not exceed \$30,000 per year. MCSO has hired a one-half FTE position for the outreach program. This is to ensure that outreach services are available and consistent throughout the County.
- c. The purpose of the provisions in paragraph b. is to clarify the intent of this agreement that the County-wide consortium for false alarm reduction will continue to be a cooperative effort among all the parties and that false alarm reduction policy will be consistent County-wide.

II. EFFECTIVE AND TERMINATION DATES

The term of this agreement shall be from the date hereinafter set forth and shall continue until terminated by mutual agreement of the parties hereto or upon sixty (60) days written notice by either party to the other.

III. CONTACT PERSON

- a. For information concerning services to be performed under this agreement, contact shall be made with:

If to the City:

Chief Gil Jackson  
Fairview Police Department  
300 Harrison St.  
Fairview, Oregon 97024  
Telephone: 665-7929

If to MCSO:

Mary Ann Inglesby  
Multnomah County Sheriff's Office  
12240 NE Glisan St.  
Portland, Oregon 97230  
Telephone: 251-2411

IV. NOTICE

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

If to the City:                      Chief Gil Jackson  
Fairview Police Department  
300 Harrison St.  
Fairview, Oregon 97024

If to MCSO:                      Larry Aab  
Multnomah County Sheriff's Office  
12240 NE Glisan  
Portland, Oregon 97230

V. AMENDMENTS

This agreement may be amended or revised by the parties hereto in a manner mutually agreeable to them only by their written agreement.

VI. TERMINATION

This agreement may be terminated by either party on 60 days written notice of such termination to other party.

VII. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, MCSO and City shall comply with all applicable federal, state, and local laws and regulations.

VIII. OREGON LAW AND FORUM

- a. This agreement shall be construed in accordance with the laws of the State of Oregon.
- b. Any litigation between the parties hereto arising under this agreement or resulting from work performed hereunder shall occur, if in the state court, in the Multnomah County Court having jurisdiction, and if in the federal court, in the United States District Court for the District of Oregon (Portland).
- c. Each party hereto agrees at all times to save and indemnify the other from any responsibility for any damage to person or property and from and against all claims, demands, actions or suits, including attorneys fees and costs which may be caused or arise by virtue of their actions under this agreement. Further, each party hereto agrees to assume any tender of defense from the other resulting from any such claim, demand, action or suit.

IX. ASSIGNMENT

Neither the City nor MCSO shall assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.

X. ARBITRATION

Any dispute under this agreement which is not settled or resolved by the parties hereto within sixty (60) days of notification in writing by one party to the other, shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by MCSO, one of whom shall be appointed by the City, and one of whom shall be appointed by the two arbitrators appointed by MCSO and the City. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for Multnomah County. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) day period. MCSO and the City shall agree on the rules governing the arbitration, however, if the parties cannot so agree, the arbitrators shall adopt rules consistent with this agreement and the laws of the State of Oregon, subject to judicial review. The arbitrators shall render their decision within forth-five (45) days of their first meeting with MCSO and the City. Insofar as the parties hereto legally may do so, they shall be bound by the decision of the panel.

Notwithstanding any dispute under this agreement, whether before or during arbitration, MCSO shall continue to perform its work pending resolution of the dispute.

This agreement shall become effective and is executed as of the 1st day of July, 1993.

CITY OF FAIRVIEW

MULTNOMAH COUNTY SHERIFF'S OFFICE

By: Ted Hockaday  
Ted Hockaday, Mayor

By: \_\_\_\_\_  
Bob Skipper, Sheriff

By: Caren C. Husar Quinlan  
Fairview City Recorder

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 3/10/94  
DEB BOGSTAD  
BOARD CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

William L. B...  
Fairview City Attorney

John L. D. Bay  
County Counsel

ORDINANCE

(04-1993)

AN ORDINANCE AMENDING ORDINANCE 9-1991, ENTITLED "AN ORDINANCE REQUIRING ALARM USERS TO OBTAIN PERMITS, PROVIDING FOR ISSUANCE OF PERMITS, FINES FOR EXCESSIVE FALSE ALARMS, NO RESPONSE TO ALARMS, PROHIBITING CERTAIN INTERCONNECTIONS AND AUTOMATIC DIALING PRACTICES, ALLOCATING REVENUES AND EXPENSES, PROVIDING FOR ADMINISTRATION OF THE ORDINANCE AND ALL OTHER MATTERS PERTAINING THERETO, REPEALING ORDINANCE 2-1989, AND DECLARING AN EMERGENCY."

THE CITY OF FAIRVIEW ORDAINS AS FOLLOWS:

Section 1. That Ordinance 9-1991, of the City of Fairview, entitled "An Ordinance Requiring Alarm Users to Obtain Permits, Providing for Issuance of Permits, Fines for Excessive False Alarms, No Response to Alarms, Prohibiting Certain Interconnections and Automatic Dialing Practices, Allocating Revenues and Expenses, Providing for Administration of the Ordinance and all Other matters Pertaining Thereto, Repealing Ordinance 2-1989, and Declaring an Emergency," which was adopted by the City of Fairview on the 7th day of August, 1991, shall be amended by the substitution of new Sections 8 and 12 thereof for the present Sections 8 and 12, which new Sections shall read respectively as follows:

Section 8. Special Permits

- A. An alarm user required by federal, state, county or municipal statute, regulation, rule or ordinance to install, maintain and operate an alarm system shall be subject to this ordinance; provided:
1. A permit shall be designated a special alarm user's permit.
  2. A special alarm user's permit for a system which has four false alarms in a permit year shall not be subject to the no response procedure and shall pay the regular fine schedule.
  3. The payment of any fine provided for in paragraph (2) of this subsection shall not be deemed to extend the term of the permit.

Section 12. Sound Emission Cutoff Feature

- A. Alarm systems which emit audible sound which can be heard outside the building, structure or facility of the alarm user, shall be equipped with a sound emission cutoff feature which will stop the emission of sound 15 minutes or less after the alarm is activated.
- B. When an alarm system can be heard outside a building, structure, or facility for more than 15 minutes continuously or intermittently, and the alarm owner or alarm company is not readily available or able to silence the device, the Police Bureau or authorized representative is authorized to physically disconnect the sounding device.

The City and the City employee or authorized representative disconnecting the alarm shall not be liable for cost associated with disconnecting or reconnecting the alarm. The alarm owner shall be liable for the cost of reconnecting the device. The cost of disconnecting will be determined by administrative rule.

READ IN FULL AND BY TITLE, this 20th day of Jan, 1992.

READ A SECOND TIME BY TITLE ONLY, this 20th day of Jan, 1992, by the unanimous consent of all members of the Council present, there being present a quorum.

PASSED, this 20th day of Jan, 1992, BY THE COUNCIL OF THE CITY OF FAIRVIEW, OREGON, there being present a quorum.

YEAS: 5

NAYS: 0

Fred M Carlson  
Mayor, City of Fairview  
Fred M. Carlson

1-20-93  
Date of Signing

ATTEST:

Nancy DiDonato  
Recorder, City of Fairview  
Nancy DiDonato

ORDINANCE  
(9-1991)

AN ORDINANCE REQUIRING ALARM USERS TO OBTAIN PERMITS, PROVIDING FOR ISSUANCE OF PERMITS, FINES FOR EXCESSIVE FALSE ALARMS, NO RESPONSE TO ALARMS, PROHIBITING CERTAIN INTERCONNECTIONS AND AUTOMATIC DIALING PRACTICES, ALLOCATING REVENUES AND EXPENSES, PROVIDING FOR ADMINISTRATION OF THE ORDINANCE AND ALL OTHER MATTERS PERTAINING THERETO, REPEALING ORDINANCE 2-1989, AND DECLARING AN EMERGENCY.

THE CITY OF FAIRVIEW ORDAINS AS FOLLOWS:

Section 1. Findings

- A. Ordinance 4-1987 created the Burglary and Robbery Alarm Ordinance for the City of Fairview. It was adopted in 1987. Ordinance 2-1989 modified and repealed the ordinance in 1989.
- B. With increased use of such alarms by the citizens of the City of Fairview and Multnomah County, law enforcement agencies are responding to many false alarms.
- C. This ordinance is a comprehensive revision of the Burglary and Robbery Alarm Ordinance which is tailored to control the number of false alarms and the time enforcement agencies spend in responding to such alarms.
- D. This ordinance will repeal Ordinance 2-1989 and will enact a new Burglary and Robbery Alarm Ordinance.

Section 2. Title

This ordinance shall be known as "The Burglary and Robbery Alarm Ordinance."

Section 3. Purpose and Scope

- A. The purpose of this ordinance is to encourage alarm users and alarm businesses to assume increased responsibility for maintaining the mechanical reliability and the proper use of alarm systems to prevent unnecessary police emergency responses to false alarms and thereby to protect the emergency response capability of the county from misuse.
- B. This ordinance governs burglary and robbery alarm systems, requires permits, establishes fees, provides for allocation of revenues and deficits, provides for fines for excessive false alarms, no response to alarms, provides for punishment of violations and establishes a system of administration.
- C. Revenue generated in excess of costs to administer the ordinance shall be allocated for the use of participating law enforcement agencies and for public education and training programs in reduction of false alarms in accordance with Section 14.

- D. This Ordinance is being adopted by the City of Fairview in conjunction with the adoption by other Multnomah County jurisdictions.

Section 4. 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 facility.
- B. "Alarm System" means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which police are expected to respond.
- C. "Alarm User" means the person, firm, partnership, association, corporation, company or organization of any kind which owns, controls or occupies any building, structure or facility wherein an alarm system is maintained.
- D. "Automatic Dialing Device" means a device which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or code signal an emergency message indicating a need for emergency response. Such a device is an alarm system.
- E. "Bureau of Emergency Communications" is the City/County facility used to receive emergency and general information from the public to be dispatched to the respective police departments utilizing the bureau.
- F. "Burglary Alarm System" means an alarm system signaling an entry or attempted entry into the area protected by the system.
- G. "Coordinator" means the individual designated 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 reasonable 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.



- K. "Robbery Alarm System" means an alarm system signaling a robbery or attempted robbery.
- L. "Sheriff" means the Sheriff of Multnomah County or his designated representative.
- M. "No Response" means peace officers will not be dispatched to investigate a report of an alarm signal.
- N. "Chief of Police" means the Chief of Police of the law enforcement agency of the municipality in which the alarm has occurred, or his designated representative, and in municipalities which do not have a Chief of Police, the Mayor of the municipality or his designated representative.
- O. "Sound Emission Cutoff Feature" means a feature of an alarm system which will cause an audible alarm to stop emitting sound.
- P. "System Becomes Operative" means when the alarm system is capable of eliciting a response by police.
- Q. "Economically Disadvantaged Person" means a person receiving public assistance and/or food stamps.

Section 5. Alarm Users Permits - Required: Fees

- A. Every alarm user shall obtain an alarm user's permit for each system from the coordinator's office within 30 days from the time when the system becomes operative. Users of systems using both robbery and burglary alarm capabilities shall obtain separate permits for each function. Application for a burglar or robbery alarm user's permit and 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 Section 5-A without the payment of a fee.
- C. A \$25.00 charge will be charged in addition to the fee provided in Section 5-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.
- D. If an alarm user is 30 or more days from the expiration date of the permit delinquent in renewing a permit the coordinator will send the alarm user a certified letter explaining that police response to the alarm will be suspended in 30 days from the date of mailing of the certified letter unless the permit is renewed and all fees and fines are paid. If the permit is not renewed and all fees and fines are not paid the coordinator will suspend police response to the alarm and make notifications as provided in Section 7-B.

Section 6. Fines For Excessive False Alarms

- A. Fines will be assessed by the coordinator for excessive false alarms during a permit year as follows:

Second through third false alarms \$ 50.00 each

Fourth and any additional false alarms \$100.00 each

- B. The coordinator will notify the alarm user and the alarm business by regular mail of a false alarm and the fine and the consequences of the failure to pay the fine. The coordinator will also inform the alarm user of his/her right to appeal the validity of the false alarm to the sheriff, as provided in Section 11. If the fine has not been received in the coordinator's office within 30 days from the day the notice of fine was mailed by the coordinator and there is no appeal pending on the validity of the false alarm, the coordinator will send the notice of fine by certified mail along with a notice 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.

Section 7. No Response to Excessive Alarms

- A. After the second false alarm the coordinator shall send a notification to the alarm user by certified mail which will contain the following information:

1. That the second false alarm has occurred;
2. That if two more false alarms occur within the permit year the police will not respond to any subsequent alarms without the approval of the Sheriff or the Chief of Police;
3. That the approval of the Sheriff or Chief of Police can only be obtained by applying in writing for reinstatement. The Sheriff or Chief of Police may reinstate the alarm user upon a finding that reasonable effort has been made to correct the false alarms;
4. That the alarm user has the right to contest the validity of a false alarm determination through a False Alarm Validity Hearing. The request for such a hearing must be in writing and within ten days of receipt of the Notice of Alarm from the coordinator (see Section 11).

- B. After the fourth false alarm within the permit year there will be no police response to subsequent alarms without approval of the Sheriff or the 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 Section 11.

Section 8. Special Permits

- A. An alarm user required by federal, state, county or municipal statute, regulation, rule or ordinance to install, maintain and operate an alarm system shall be subject to this ordinance; provided:
  1. A permit shall be designated a special alarm user's permit.
  2. A special alarm user's permit for a system which has four false alarms in a permit year shall not be subject to the no response procedure and shall pay the regular fine schedule.
  3. The payment of any fine provided for in paragraph (2) of this subsection shall not be deemed to extend the term of the permit.
- B. An alarm user which is a governmental political unit shall be subject to this ordinance; but a permit shall be issued without payment of a fee and shall not be subject to fine; payment of additional fees or the imposition of any penalty provided herein.

Section 9. User Instructions

- A. Every alarm business selling, leasing or furnishing to any user an alarm system which is installed 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 Section 9-A and then to distribute the revised instructions to its alarm users.

Section 10. Automatic Dialing Device: Certain Interconnections Prohibited

- A. It is unlawful for any person to program an automatic dialing device to select a primary trunk line and it is unlawful for an alarm user to fail to disconnect or reprogram an automatic dialing device which is programmed to select a primary trunk line within twelve (12) hours of receipt of written notice from the coordinator that it is so programmed.

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

Section 11. Hearing

- A. An alarm user who wants to appeal validity of a false alarm determination by the coordinator may appeal to the Sheriff for a hearing. The appeal must be in writing and must be requested within 10 days of the alarm user having received notice of the alarm from the coordinator. Failure to contest the coordinator's determination in the required time period results in a conclusive presumption for all purposes that the alarm was false.
- B. If a hearing is requested, written notice of the time and place of the hearing shall be served on the 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 the Section 6.
- D. The Sheriff may appoint another person to be a hearings officer to hear the appeals and to render judgement.

Section 12. Sound Emission Cutoff Feature

Alarm systems which emit audible sound which can be heard outside the building, structure or facility of the alarm user, shall be equipped with a sound emission cutoff feature which will stop the emission of sound 15 minutes or less after the alarm is activated.

Section 13. Confidentiality: Statistics

- A. All information submitted in compliance with this ordinance shall be held in the strictest confidence and shall be deemed a public record exempt from disclosure pursuant to ORS 192.502(3) and any violation of confidentiality shall be deemed a violation of this ordinance. The coordinator shall be charged with the sole responsibility for the maintenance of all records of any kind whatsoever under this ordinance.
- B. Subject to the requirements of confidentiality, the coordinator, shall develop and maintain statistics having the purpose of assisting alarm system evaluation for use by members of the public.

Section 14. Allocation of Revenues and Expenses

- A. All fees, fines and forfeitures of bail collected pursuant to this ordinance or an ordinance of a municipal corporation having the same purpose as this ordinance and which is administered by Multnomah County officers or employees shall be general fund revenue of Multnomah County; provided, however, that Multnomah County shall maintain records sufficient to identify the 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 any municipal corporation entitled to an account proportionately as the number of permits issued for alarm systems within the corporate limits of the respective municipal corporations and the unincorporated areas of Multnomah County bears the whole number of permits issued in Multnomah County; provided, that no allocation shall be made if the net excess revenue or deficit is less than \$2,500.
- D. Distribution by the county of any excess revenue or payment of allocated deficit amounts by a municipal corporation shall be made not later than September 1, of each fiscal year.
- E. "Sound Accounting Principles" as used in this section, shall include, but not be limited to, practices required by the terms of any state or federal grant or regulations applicable thereto which relate to the purpose of this ordinance.

Section 15. Interpretation

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

Section 16. 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 17. Repeal

That Ordinance 2-1989 adopted January 4, 1989, entitled "An Ordinance Relating To Alarm Systems, Requiring Alarm Users To Obtain Permits, Providing For Issuance Of Permits, Fines For Excessive False Alarms, No Response To Alarms, Prohibiting Certain Interconnections And Automatic Dialing Practices, Allocating Revenues And Expenses, Providing For Administration Of The Ordinance And All Other Matters Pertaining Thereto, Repealing Ordinance 4-1987, And Declaring An Emergency "be and hereby is repealed.

Section 18. Emergency Clause

It is hereby adjudged and declared that existing conditions are such that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, and the welfare of the inhabitants of the City of Fairview in that it is necessary that appropriate provisions be adopted to provide for a prompt response to legitimate police problems, and therefore, an emergency is hereby declared to exist, and this Ordinance shall take effect and be in full force and effect from and after its passage by the City Council and approval by the Mayor.

READ IN FULL AND BY TITLE, this 7<sup>th</sup> day of August, 1991.

READ A SECOND TIME BY TITLE ONLY, this 7<sup>th</sup> day of Aug, 1991, by the unanimous consent of all members of the Council present, there being present a quorum.

PASSED BY THE COUNCIL OF THE CITY OF FAIRVIEW, OREGON, this 7<sup>th</sup> day of Aug, 1991, there being present a quorum.

YEAS: 4 NAYS: 2

Fred M Carlson  
Mayor, City of Fairview  
Fred M. Carlson

8-7-91  
Date of Signing

ATTEST:

Nancy DiDonato  
Recorder, City of Fairview  
Nancy DiDonato

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN CITY OF TROUTDALE AND THE SHERIFF'S OFFICE

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

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

REGULAR MEETING: Date Requested: MARCH 10, 1994Amount of Time Needed: 5 - 10 minutesDEPARTMENT: Sheriff's Office DIVISION: ENFORCEMENTCONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231PERSON(S) MAKING PRESENTATION: Bob Skipper, SheriffACTION REQUESTED:

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

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

## SIGNATURES REQUIRED:

RATIFICATION OF INTERGOVERNMENTAL AGREEMENT CONTRACT 800684  
BETWEEN CITY OF TROUTDALE AND THE SHERIFF'S OFFICE TO ADMINISTER  
CITY ORDINANCE 568-0 AND PROVIDE PAYMENT AS OUTLINED WITHIN THE  
CONTRACT.3/11/94 originals to  
Larry Aab

REGULAR

ELECTED OFFICIAL: Bob Skipper Jr

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 MAR - 2 AM 9:18

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: FEBRUARY 24, 1994

REQUESTED PLACEMENT DATE: MARCH 10, 1994

RE: INTERGOVERNMENTAL AGREEMENT, CONTRACT #800684, WITH  
CITY OF TROUTDALE AND THE SHERIFF'S OFFICE.

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- I. Recommendation/Action Requested:  
Ratification of Intergovernmental Agreement between City of Troutdale and the Sheriff's Office.
- II. Background/Analysis:  
Sheriff's Office shall administer Multnomah County Code Chapter 7.51 to have in force provisions which regulate the installation and use of burglar and robbery alarm system. A county-wide task force is made up of representatives of the Sheriff's Office and incorporated cities within the County, and alarm industry to work on methods of reducing false alarms. This is a first time contract and needs ratification approval.
- III. Financial Impact:  
N/A
- IV. Legal Issues:  
Multnomah County Code 7.51.
- V. Controversial Issues:  
N/A
- VI. Link to Current County Policies:  
Consistent.
- VII. Citizen Participation:  
Private jurisdictions.
- VIII. Other Government Participation:  
Task Force made up of participating jurisdictions.



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800684

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-4</u> DATE <u>3/10/94</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Sheriff's Office Division Enforcement Date February 23, 1994Contract Originator Mary Ann Inglesby Phone 251-2525 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract County shall administer City Ordinance 568-0 and provide payment as outlined within the contract.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Troutdale  
Mailing Address 104 SE Kibling Ave.  
Troutdale, OR 97060Phone 665-5175

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

Effective Date 7/1/93Termination Date N/AOriginal Contract Amount \$ N/A

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

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

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

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date February 23, 1994

Date \_\_\_\_\_

Date 3/1/94Date March 10, 1994

Date \_\_\_\_\_

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

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into pursuant to the authority found in **ORS 190.010 et seq.** and **ORS 206.345** by and between *Multnomah County Sheriff's Office [MCSO]*, jointly with an on behalf of *Multnomah County [County]*, and *City of Troutdale [City]*.

RECITALS

1. Both the City [Troutdale Ordinance 568-0], *Exhibit A*, and County [*Multnomah County Code Chapter 7.51*] have in force provisions which regulate the installation and use of burglar and robbery alarm systems.
2. For the fiscal year 1993-94, pursuant to the provisions of City Ordinance 568-0, the MCSO will administer the provisions of City Ordinance 568-0.
3. The parties desire to enter into this agreement to govern the administration of City Ordinance 568-0 for fiscal year beginning July 1, 1993 through June 30, 1994.

I. THE PARTIES AGREE:

1. The MCSO shall:
  - a. Administer City Ordinance 568-0 according to its terms.
  - b. Use a computer based system to maintain industry and user files, send false alarm notices, send fine letters, track false alarms, renew permits, and provide statistical information.
  - c. Send notices of false alarms, fines, and suspension of service due to excessive alarms, generated by a computerized record keeping system, within three [3] working days of receiving the information from the Bureau of Emergency Communications [BOEC]. Notices of permit renewal shall be sent 30 days prior to permit holders' renewal date. At least one late renewal notice shall be sent within two weeks of a failure to renew a permit.
  - d. Provide the City with computer developed statistical information about alarms to include but not be limited to:

- 1) Total number of new applications, renewal permits, and deleted permits processed.
  - 2) Total number of permits within each jurisdiction and total number of alarm incidents by jurisdiction.
  - 3) Total number of false and bonafide alarms by alarm company.
  - 4) Number of alarm users sorted by alarm user type [government, business, residential, and financial], and by system type [audible burglary, silent burglary, audible/monitored burglary and silent robbery].
  - 5) Total number of alarm company customers sorted by alarm user type [residential, commercial, government and financial designation] and sorted by system type [audible burglary, silent burglary, audible/monitored burglary and silent robbery].
  - 6) Number of false alarms by alarm company within each jurisdiction and the false alarm rates by alarm company within each jurisdiction.
  - 7) Revenues received by type [permit fees, fine, etc.].
  - 8) Alarm statistics shall be furnished monthly, no later than the 15th of the month.
- e. Facilitate a County-wide task force consisting of representatives of MCSO, incorporated cities within the county, and alarm industry to work on methods of reducing false alarms.
- f. Enforce the alarm company user instruction section of the ordinance [Ordinance 568-0, Section 8.12.080] and maintain a file on each alarm company's instructions manual.
- g. Work towards ensuring that the alarm file updates/deletions are easily transferable to the Bureau of Emergency Communications new dispatch system.
- h. Assign a part-time Alarm Information Officer who shall be the liaison between the City and MCSO.
- 1) The Alarm Information Officer shall be an employee of MCSO and shall be supervised by MCSO and shall perform their duties

1 in accordance with the administrative and operational procedures  
2 of MCSO.

3 2) The City does not assume any liability for the direct payment of  
4 any wages, salaries or other compensation for the Alarm  
5 Information Officer performing services pursuant to the terms of  
6 this Agreement or for any other liability not provided for in this  
7 Agreement.

8 3) The MCSO shall maintain Worker's Compensation insurance  
9 coverage for the Alarm Information Officer either as a carrier  
10 insured employer or a self-insured employer as provided in ORS  
11 Chapter 656.

12 i. The Alarm Information Officer will develop programs targeted at reducing  
13 false alarms.

14 2. Finance:

15 a. The City has increased its yearly alarm user's permit fee from \$8.00 to  
16 \$12.00, an increase of \$4.00. This \$4.00 increase shall be revenue of  
17 MCSO to fund the position of the Alarm Information Officer. The salary  
18 for the Alarm Information Officer will not exceed \$20,000 per year.  
19 MCSO has hired a one-half FTE position for the outreach program. This  
20 is to ensure that outreach services are available and consistent throughout  
21 the County.

22 b. The MCSO reserves the right to use \$4.00 of any alarm permit fee  
23 increase per permit derived from the other jurisdictions in the consortium  
24 for outreach activities in parts of the County outside the City of Portland.  
25 These activities will be administered by MCSO and may be funded with  
26 supplemental funds from regular alarm ordinance revenue, not to exceed  
27 \$10,000 per year, if the \$4.00 permit fee increase is not sufficient to pay  
28 for the program.

29 c. The purpose of the provisions in paragraph b. is to clarify the intent of  
30 this agreement that the County-wide consortium for false alarm reduction  
31 will continue to be a cooperative effort among all the parties and that false  
32 alarm reduction policy will be consistent County-wide.

**II. EFFECTIVE AND TERMINATION DATES**

This Agreement shall be in effect from July 1, 1993 through June 30, 1994, or until there is no government law enforcement response to burglar and robbery alarms in the City at which time this Agreement shall terminate.

**III. CONTACT PERSON**

A. For information concerning services to be performed under this Agreement, contact shall be made with:

If to the City:	Chief Brent Collier Troutdale Police Dept. 104 SE Kibling Avenue Troutdale, OR 97060  Phone: 665-5175
If to MCSO:	Mary Ann Inglesby Multnomah County Sheriff's Office 12240 NE Glisan St. Portland, OR 97230  Phone: 251-2411

**IV. NOTICE**

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

If to the City:	Chief Brent Collier Troutdale Police Dept. 104 SE Kibling Avenue Troutdale, OR 97060
-----------------	---

If to MCSO:	Larry Aab Multnomah County Sheriff's Office 12240 NE Glisan Portland, OR 97230
-------------	--

**V. AMENDMENTS**

The MCSO and the City may amend this Agreement at any time only by written amendment, agreed to by both parties.

**VI. TERMINATION**

This Agreement may be terminated by either party on 60 days written notice of such termination to the other party.

**VII. COMPLIANCE WITH LAWS**

In connection with its activities under this Agreement, MCSO and City shall comply with all applicable federal, state, and local laws and regulations.

**VIII. OREGON LAW AND FORUM**

- A. This Agreement shall be construed according to the laws of the State of Oregon.
- b. Any litigation between the MCSO and City arising under this Agreement or out of work performed under this Agreement of issues not finally resolved by arbitration as provided in Section X of this Agreement, shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
- c. To the maximum extent permitted by law, each party shall hold harmless and indemnify the other, and the officers, agents and employees of the other, from and against any claims for injury or damage to person or property which may be caused by or arise from its own actions under this Agreement.

1 **IX. ASSIGNMENT**

2 Neither the City nor MCSO shall assign this Agreement, in whole or in part, or any right or  
3 obligation hereunder, without the prior written approval of the other.

4 **X. ARBITRATION**

5 Any dispute under this Agreement which is not settled by mutual agreement of MCSO or City  
6 within sixty [60] days of notification in writing by either party shall be submitted to an  
7 arbitration panel. The panel shall be composed of three [3] persons, one of whom shall be  
8 appointed by MCSO, one of whom shall be appointed by the City, and one of whom shall be  
9 appointed by the two arbitrators appointed by MCSO and the City. In the event the two cannot  
10 agree on the third arbitrator, then the third shall be appointed by the Presiding Judge [Civil] of  
11 the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrators shall be  
12 selected within thirty [30] days of the expiration of the sixty [60] days period. The arbitration  
13 shall be conducted in Portland, Oregon and shall be governed by the laws of the State of  
14 Oregon, and shall agree on the rules governing the arbitration [including appropriation of costs],  
15 or, if they cannot agree on rules, the arbitrators shall adopt rules consistent with this section.  
16 The arbitrators shall render their decision within forty-five [45] days of their first meeting with  
17 MCSO and City. Insofar as MCSO and City legally may do so, they shall be bound by the  
18 decision of the panel.

19 **CITY OF TROUTDALE**

**MULTNOMAH COUNTY SHERIFF'S OFFICE**

20 By: Paul Thalhofer

21 Name: Paul Thalhofer

22 Title: Mayor, City of Troutdale

23 Date: November 23, 1993

Bob Skipper, Sheriff

Multnomah County Sheriff

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

24 **APPROVED AS TO FORM:**

**REVIEWED:**

25 Tim Sercombe  
26 Tim Sercombe, City Counsel  
27 for City of Troutdale, Oregon

25 Laurence Kressel  
26 Laurence Kressel, County Counsel  
27 for Multnomah County, Oregon

28 Date: 12/3/93

Date: 3/1/94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 5/10/94  
DEB BOGSTAD  
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN CITY OF WOOD VILLAGE AND THE SHERIFF'S  
OFFICE

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

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

REGULAR MEETING: Date Requested: MARCH 10, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: ENFORCEMENT

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

## ACTION REQUESTED:

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

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

## SIGNATURES REQUIRED:

RATIFICATION OF INTERGOVERNMENTAL AGREEMENT CONTRACT 800694  
BETWEEN CITY OF WOOD VILLAGE AND THE SHERIFF'S OFFICE TO  
ADMINISTER CITY ORDINANCE 5-1989 AND PROVIDE PAYMENT AS OUTLINED  
WITHIN THE CONTRACT.3/11/94 originals to  
Larry Aab

REGULAR

ELECTED OFFICIAL: Bob Skipper Jr.

OR

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON  
1994 MAR -2 AM 9:16



BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: FEBRUARY 24, 1994

REQUESTED PLACEMENT DATE: MARCH 10, 1994

RE: INTERGOVERNMENTAL AGREEMENT, CONTRACT #800694, WITH  
CITY OF WOOD VILLAGE AND THE SHERIFF'S OFFICE.

---

- I. Recommendation/Action Requested:  
Ratification of Intergovernmental Agreement between City of Wood Village and the Sheriff's Office.
- II. Background/Analysis:  
Sheriff's Office shall administer Multnomah County Code Chapter 7.51 to have in force provisions which regulate the installation and use of burglar and robbery alarm system. A county-wide task force is made up of representatives of the Sheriff's Office and incorporated cities within the County, and alarm industry to work on methods of reducing false alarms. This is a first time contract and needs ratification approval.
- III. Financial Impact:  
N/A
- IV. Legal Issues:  
Multnomah County Code 7.51.
- V. Controversial Issues:  
N/A
- VI. Link to Current County Policies:  
Consistent.
- VII. Citizen Participation:  
Private jurisdictions.
- VIII. Other Government Participation:  
Task Force made up of participating jurisdictions.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800694

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-5</u> DATE <u>3/10/94</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Sheriff's Office Division Enforcement Date February 24, 1994Contract Originator Mary Ann Inglesby Phone 251-2525 Bldg/Room 313/Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract County shall administer City Ordinance 5-1989 and provide payment as outlined within the contract.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Wood VillageMailing Address 2055 NE 238th Dr.Wood Village, OR 97060Phone 667-6211

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

Effective Date 7/1/93Termination Date N/AOriginal Contract Amount \$ N/A

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

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

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

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration (Class I, Class II Contracts Only) [Signature]

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

**Payment Schedule****Terms**

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

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date February 24, 1994

Date \_\_\_\_\_

Date 3/1/94Date March 10, 1994

Date \_\_\_\_\_

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

ORIGINAL

## INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County (County), and City of Wood Village (City).

### RECITALS

1. Both the City (Wood Village Ordinance 5-1989, as amended by Ordinance 5-1991), Exhibit A, and County (Multnomah County Code Chapter 7.51) have in force provisions which regulate the installation and use of burglar and robbery alarm systems.
2. For the fiscal year 1993-94 the MCSO is able and willing to administer City Ordinance 5-1989, as amended, pursuant to the provisions thereof.
3. The parties desire to enter into this agreement to govern the administration of City Ordinance 5-1989, as amended for the fiscal year beginning July 1, 1993 through June 30, 1994.

### I. THE PARTIES AGREE:

1. The MCSO shall:
  - a. Administer City Ordinance 5-1989, as amended, according to its terms.
  - b. Use a computer based system to maintain industry and user files, send false alarm notices, send fine letters, track false alarms, renew permits, and provide statistical information.
  - c. Send notices of false alarms, fines, and suspension of service due to excessive alarms, generated by a computerized record keeping system, within three (3) working days of receiving the information from the Bureau of Emergency Communications (BOEC). Notices of permit renewal shall be sent 30 days prior to permit holders' renewal date. At least one late renewal notice shall be sent within two weeks of a failure to renew a permit.
  - d. Provide the City with computer developed statistical information about alarms to include but not be limited to:
    - 1) Total number of new applications, renewal permits, and deleted permits processed.

Intergovernmental Agreement  
Page 2

- 2) Total number of permits within each jurisdiction and total number of alarm incidents by jurisdiction.
  - 3) Total number of false and bonafide alarms by alarm company.
  - 4) Number of alarm users sorted by alarm user type (government, business, residential, and financial), and by system type (audible burglary, silent burglary, audible/monitored burglary and silent robbery).
  - 5) Total number of alarm company customers sorted by alarm user type (residential, commercial, government and financial designation) and sorted by system type (audible burglary, silent burglary, audible/monitored burglary and silent robbery).
  - 6) Number of false alarms by alarm company within each jurisdiction and the false alarm rates by alarm company within each jurisdiction.
  - 7) Revenues received by type (permit fees, fine, etc.).
  - 8) Alarm statistics shall be furnished monthly, no later than the 15th of the month.
- e. Facilitate a County-wide task force consisting of representatives of MCSO, incorporated cities within the county, and alarm industry to work on methods of reducing false alarms.
- f. Enforce the alarm company user instruction section of the ordinance (Ordinance 5-1989, Section 8) and maintain a file of each alarm company's instructions manual.
- g. Work towards ensuring that the alarm file updates/deletions are easily transferable to the Bureau of Emergency Communications new dispatch system.
- h. Assign a part-time Alarm Information Officer who shall be the liaison between the City and MCSO.
- 1) The Alarm Information Officer shall be an employee of MCSO and shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.

Intergovernmental Agreement

Page 3

- 2) The City does not assume any liability for the direct payment of any wages, salaries or other compensation for the Alarm Information Officer performing services pursuant to the terms of this Agreement or for any other liability not provided for in this agreement.
  - 3) The MCSO shall maintain Worker's Compensation insurance coverage for the Alarm Information Officer either as a carrier insured employer or a self-insured employer as provided in ORS Chapter 656.
- i. The Alarm Information Officer will develop programs targeted at reducing false alarms.
2. Finance:
- a. The City has increased its yearly alarm user's permit fee from \$8.00 to \$12.00, an increase of \$4.00. This \$4.00 increase shall be revenue of MCSO to fund the position of the MCSO's Alarm Information Officer.
  - b. The MCSO reserves the right to use \$4.00 of any alarm permit fee increase per permit derived from the other jurisdictions in the consortium for outreach activities in parts of the County outside the City of Portland. These activities will be administered by MCSO and may be funded with supplemental funds from regular alarm ordinance revenue, not to exceed \$10,000 per year, if the \$4.00 permit fee increase is not sufficient to pay for the program. The total expenditure of MCSO's portion of the outreach function will not exceed \$20,000 per year. MCSO has hired a one-half FTE position for the outreach program. This is to ensure that outreach services are available and consistent throughout the County.
  - c. The purpose of the provisions in paragraph b. is to clarify the intent of this agreement that the County-wide consortium for false alarm reduction will continue to be a cooperative effort among all the parties and that false alarm reduction policy will be consistent County-wide.

II. EFFECTIVE AND TERMINATION DATES

This agreement shall be in effect from July 1, 1993 through June 30, 1994, or until there is no government law enforcement response to burglar and robbery alarms in the City of Wood Village, at which time this agreement shall terminate.

III. CONTACT PERSON

Intergovernmental Agreement  
Page 4

- a. For information concerning services to be performed under this agreement, contact shall be made with:

If to the City: Ms. Sheila Ritz  
City of Wood Village  
2055 NE 238th Drive  
Wood Village, OR 97060  
Telephone: 667-6211

If to MCSO: Mary Ann Inglesby  
Multnomah County Sheriff's Office  
12240 NE Glisan St.  
Portland, OR 97230  
Telephone: 251-2411

IV. NOTICE

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

If to the City: Ms. Sheila Ritz  
City of Wood Village  
2055 NE 238th Drive  
Wood Village, OR 97060

If to MCSO: Larry Aab  
Multnomah County Sheriff's Office  
12240 NE Glisan St.  
Portland, OR 97230

V. AMENDMENTS

The MCSO and the City may amend this agreement at any time only by written amendment, agreed to by both parties.

VI. TERMINATION

This agreement may be terminated by either party on 60 days written notice of such termination to the other party.

VII. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, MCSO and City shall comply with all applicable federal, state and local laws and regulations.

VIII. OREGON LAW AND FORUM

Intergovernmental Agreement

Page 5

- a. This agreement shall be construed according to the laws of the State of Oregon.
- b. Any litigation between the MCSO and City arising under this agreement or out of work performed under this agreement of issues not finally resolved by arbitration as provided in section X of this agreement, shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
- c. To the maximum extent permitted by law, each party shall hold harmless and indemnify the other, and the officers, agents and employees of the other, from and against any claims for injury or damage to person or property which may be caused by or arise from its own actions under this agreement.

IX. ASSIGNMENT

Neither the City nor MCSO shall assign this agreement, in whole or in part, or right or obligation hereunder, without the prior written approval of the other.

X. ARBITRATION

Any dispute under this agreement which is not settled by mutual agreement of MCSO or City within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by MCSO, one of whom shall be appointed by the City, and one of whom shall be appointed by the two arbitrators appointed by MCSO and the City. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) days. The arbitration shall be conducted in Portland, Oregon and shall be governed by the laws of the State of Oregon, and shall agree on the rules governing the arbitration (including appropriation of costs), or, if they cannot agree on rules, the arbitrators shall adopt rules consistent with this section. The arbitrators shall render their decision within forty-five (45) days of their first meeting with MCSO and City. Insofar as MCSO and City legally may do so, they shall be bound by the decision of the panel.

DATE:



MEETING DATE: MAR 10 1994

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovt. Agrmt. with City of Troutdale for Undergrounding Utilities in connection with road construction on S.E. Stark Street

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

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

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 10 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: 248-3599

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

ACTION REQUESTED:

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

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

Request by the Dept. of Environmental Services-Transportation Division for approval of an Intergovernmental Agreement with the City of Troutdale to incorporate utility undergrounding by the City of Troutdale with the County contract for road improvements to S.E. Stark Street. This will facilitate construction minimize expenses to both parties. Troutdale will reimburse Multnomah County for utility cost.

3/11/94 originals to John  
SIGNATURES REQUIRED: Dorst

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Betsy Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF  
COUNTY COMMISSIONERS  
1994 MAR -2 AM 9:19  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Larry Nicholas/John Dorst, Transportation Division

**TODAY'S DATE:** January 12, 1994

**REQUESTED PLACEMENT DATE:**

**RE:** Intergovernmental Agreement with the City of Troutdale for Improvement of SE Stark Street (between SE 282nd Ave. and SE Evans Rd.) and Undergrounding of Utilities

**I. Recommendation/Action Requested:**

Transportation Division requests that the Chair of the Board of County Commissioners be authorized to execute the attached Intergovernmental Agreement.

**II. Background/Analysis:**

This Intergovernmental Agreement with the City of Troutdale is needed to satisfy Troutdale's requirements for undergrounding utilities when developing a road and is in cooperation with the Multnomah County construction contract for the SE Stark Street improvement.

**III. Financial Impact:**

The County will initially pay for the undergrounding of utilities in connection with the SE Stark Street project, but the City of Troutdale will reimburse the county over a three-year period in the amount of \$30,000.00 on July 1 of the years 1994, 1995, and 1996.

By coordinating the undergrounding of utilities with our road project, we will incur savings, avoid citizen conflicts, and citizen inconvenience should be reduced.

IV. Legal Issues:

This Agreement may be amended by mutual written agreement by Multnomah County and the City of Troutdale. The Agreement has been reviewed by County Counsel, and no legal issues or amendments to this Agreement are anticipated.

V. CONTROVERSIAL ISSUES:

None.

VI. Link to Current County Policies:

This Intergovernmental Agreement is consistent with Multnomah County's policy of cooperation with affected jurisdictions regarding improvement to county roads.

VII. Citizen Participation:

During planning for the road project, staff met with the neighborhood residents to discuss the various aspects and timing of the improvements.

VIII. Other Government Participation:

The Troutdale City Council has met and approved the Agreement, and the Mayor of the City of Troutdale has executed this Agreement.



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 301314

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # R-6 DATE 3/10/94 DEB BOGSTAD BOARD CLERK
---	---	---

Department Environmental Services Division Transportation Date January 12, 1994Contract Originator John Dorst Phone X 3599 Bldg/Room #412Administrative Contact Same as above. Phone  Bldg/Room 

Description of Contract Intergovernmental Agreement with the city of Troutdale for improvement of S.E. Stark Street (between S.E. 282nd Ave. & S.E. Evans Rd.) and undergrounding of utilities. The county will initially pay for the project, but the city of Troutdale will reimburse the county \$30,000.00 on July 1 of 1994, 1995, and 1996.

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

Contractor Name City of Troutdale  
 Mailing Address 104 S.E. Kibling  
Troutdale, OR 97060  
 Phone 665-5175  
 Employer ID# or SS#   
 Effective Date Upon execution  
 Termination Date July 1, 1996  
 Original Contract Amount \$ 90,000.00  
 Total Amount of Previous Amendments \$   
 Amount of Amendment \$   
 (Revenue)  
 Total Amount of Agreement \$ 90,000.00

Remittance Address   
(If Different) 

Payment Schedule  Terms   
☐ Lump Sum \$  ☐ Due on receipt  
☐ Monthly \$  ☐ Net 30  
☒ Other County to be reimbursed \$30,000.00 on 7/1/94, 7/1/95, and 7/1/96 ☐ Other   
☐ Requirements contract - Requisition required.

Purchase Order No. ☐ Requirements Not to Exceed \$ 

## REQUIRED SIGNATURES:

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

Encumber: Yes ☐ No ☐  
 Date 1/18/94  
 Date   
 Date 2/28/94  
 Date March 10, 1994  
 Date

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6141			2775					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT  
FOR SE STARK STREET PROJECT  
BETWEEN MULTNOMAH COUNTY AND CITY OF TROUTDALE

This Agreement is entered into on \_\_\_\_\_, 19\_\_\_\_, between the City of Troutdale, Oregon (City), and Multnomah County, Oregon (County), pursuant to the authority granted in ORS Chapter 190.

RECITALS

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by both Multnomah County and the City of Troutdale regarding the improvement of SE Stark Street between SE 282nd Avenue and SE Evans Road, including the undergrounding of utilities in the same area; and

WHEREAS, the Board of County Commissioners and the Troutdale City Council both recognize the need to improve SE Stark Street; and

WHEREAS, the City of Troutdale requires undergrounding of utilities with the development of the road and recognizes the responsibility to pay for said undergrounding; and

WHEREAS, the City of Troutdale and the County have agreed that it is desirable to incorporate the needed utility undergrounding in the County contract for the SE Stark Street improvement to facilitate construction and minimize current and future expenses to both parties.

NOW, THEREFORE, the parties do mutually agree as follows:

I. SCOPE OF WORK

A. The County agrees to perform the following services:

1. Complete project design plans and specifications, prepare contract and bidding documents, and call for bids. The Contractor performing the utility undergrounding work shall be previously qualified by the County in utility construction to the estimated budgeted amount shown in this document.
2. Submit construction bids to the City for their approval, prior to the award of the construction contract.
3. Award the contract for construction of the project and administer the contract.
4. Confer with the City on a regular basis and promptly respond to any inquiries from City personnel in regard to this project.
5. Provide all necessary survey services to install the utility undergrounding.

B. The City hereby agrees to perform the following services:

1. The City will provide a copy of relevant specifications upon signing of this agreement.
2. Review and return the bidding documents prior to bid within seven (7) calendar days from date of receipt from the County.

## II. TIME OF PERFORMANCE/SCHEDULE

- A. The County shall advertise the contract for bid by August 1993, issue a notice to proceed by September 1993, and complete the undergrounding of utilities by January 1994.
- B. In the event of unforeseen circumstances beyond the control of the County, the "Time of Performance" may be amended as set forth in Section VI, "Amendment of Agreement".

### III. EFFECTIVE AND TERMINATION DATES

- A. This Agreement shall be effective as of the signing of this agreement, and shall terminate as of December 31, 1996.

### IV. COST

- A. The cost for the undergrounding of utility facilities is \$90,000.00.

### V. BILLING PROCEDURES AND PAYMENT

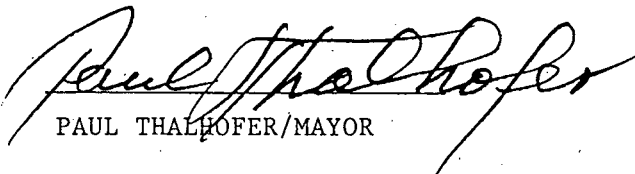
- A. The County will initially pay for the undergrounding of utility facilities as part of the SE Stark Street project.
- B. The City will reimburse the County over a period of three (3) years. Payment in the amount of \$30,000.00 shall be made July 1st of years 1994, 1995 and 1996.

### VI. AMENDMENT OF AGREEMENT


- A. The City and the County may amend this agreement from time to time by mutual written agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 19 94.

CITY OF TROUTDALE, OREGON

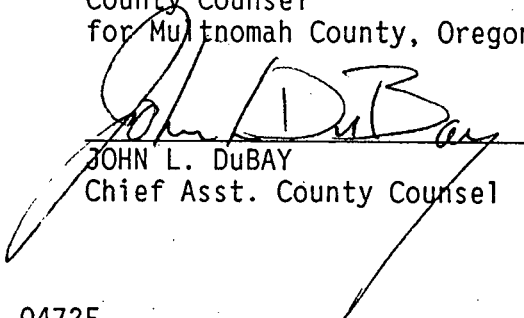
  
PAUL THALHOFER/MAYOR

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
BEVERLY STEIN/Chair

REVIEWED:

LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

  
JOHN L. DuBAY  
Chief Asst. County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 3/10/94  
DEB BOGSTAD  
BOARD CLERK

0472E



**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

3.10.94

**NAME**

Lee Poe

**ADDRESS**

394 N. Attu

**STREET**

**CITY**

Port Orford

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

R7

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

MEETING DATE: MAR 10 1994

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Affordable Housing Development Program

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

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

REGULAR MEETING: Date Requested: 3/10/94

Amount of Time Needed: 20 minutes

DEPARTMENT: Community & Family Svcs DIVISION: Community Development Progra

CONTACT: Lorenzo Poe/Cecile Pitts TELEPHONE #: 248-3044  
BLDG/ROOM #: B412/2nd

PERSON(S) MAKING PRESENTATION: Cecile Pitts

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Community and Family Services Division, Community Development Program, recommends Board of Commissioners review the additional information submitted and take action on the request for property by the Portsmouth Community Redevelopment under the Affordable Housing Development Program.

The Technical Review Committee for the Program generally finds that the additional information does not address the issues raised in the initial proposal. The Technical Review Committee has not changed its recommendation to deny the proposal at this time.

**SIGNATURES REQUIRED:** Pitts and

ELECTED OFFICIAL: HC Tupper Cecile Hansen

OR

DEPARTMENT MANAGER: Foley's POE HP

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director  
Community and Family Services

Cecile Pitts, Director  
Community Development Program

DATE: February 28, 1994

SUBJECT: Affordable Housing Development Program Status Update Date  
of Unresolved Request for Property Under Ordinance #753

**I. Recommendation/Action Requested:** The Community and Family Services Division, Community Development Program, recommends Board of Commissioners review the additional information submitted and take action on the request for property by the Portsmouth Community Redevelopment under the Affordable Housing Development Program.

The Technical Review Committee for the Program generally finds that the additional information does not address the issues raised in the initial proposal. The applicant has not submitted a complete financial/development plan for the property; the applicant is not an appropriate non profit housing sponsor as required by the program. The Technical Review Committee has not changed its recommendation to deny the proposal at this time.

-----

**II. Background Analysis:** On November 23, 1993 the Affordable Housing Development Program held a hearing on certain proposed uses of county tax foreclosed property for the purpose of fostering the development of affordable housing. The proposals and the hearing were in accordance to the adopted procedures of the County Affordable Housing Development Program.

The Technical Review Committee for the Program had reviewed the applications and had prepared recommendations based on compliance with the Program procedures. The Committee had recommended denial for the proposal by the Portsmouth Community Redevelopment based on

the incomplete finance/development plan and the lack of appropriate non profit status for the agency. (See attached Project Rating Form dated 9/30/93.)

A representative from the agency testified at the November hearing that the Committee issues were resolved for the most part. The Board chose to take no action on the Committee's recommendation and give the agency additional time to bring the information to light.

County staff have met with the agency spokesperson, given the agency copies of the Committee review material, and communicated in writing about the nature of the concerns. A letter of additional information was received on February 10. This letter contained some financial information and an update of the non profit status, which is still in process. The material was sent to the Technical Review Committee for consideration.

**III. Financial Impact:** The property requested by the agency is the former 8267 N. Fiske, Portland Oregon. The value of taxes and expenses was identified at the November hearing as \$11,832.50.

**IV. Legal Issues:** The County Affordable Housing Development Program is established by Board adoption of procedures and criteria. The applicant has complied with the adopted procedures. The Board has given the applicant additional time to prepare additional information regarding their request for property under the Program.

**V. Controversial Issues:** The proposal cannot be approved at this time due to the lack of appropriate non profit status for the agency, and incomplete financial/development plans.

**VI. Link to Current County Policies:** The existing Affordable Housing Development Program identifies policies and criteria by which properties may be awarded to agencies for the development of affordable housing. The Technical Review Committee recommendation is consistent with these policies and criteria.

**VII. Other Governmental Participation:** The Technical Review Committee for the Affordable Housing Development Program has representation of the cities of Gresham and Portland, the banking industry, Neighborhood Partnership Fund, Citizen Involvement Committee and the County.

MULTNOMAH COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
Technical Review Committee  
Project Ranking Report

Dated: September 30, 1993

Applicant: Portsmouth Community Redevelopment Project Name: Portsmouth Plan  
Property Location: Former 8267 N. Fiske St., Portland, OR  
(Portsmouth)

Description of Project and Proposed Use: Build two unit shared  
wall housing project for low income households. Development cost:  
\$60,000 per unit.

Committee Recommendation:

Deny the transfer. Portsmouth Community Redevelopment proposed a project plan with innovative community initiatives but an unsubstantiated financial plan and a development plan which overlooked costs and time involved in separate ownership, shared wall housing. Portsmouth Community Redevelopment has a great start towards becoming a productive housing and neighborhood development organization. The Committee felt that Portsmouth would be well served spending some agency time tightening financial and development plans and objectives rather than being shackled with the obligation of developing this site.

Program Criteria: Applicant meets the minimum threshold requirements established by the Affordable Housing Development Program. Specific issues and recommended conditions are described under the Committee Comments and Recommendations section of this report.

- a. Applicant demonstrates capacity to carry out project.
- b. Applicant proposes project plan that results in timely completion and use.
- c. Applicant financial plan is complete and sufficient to carry out project.
- d. Applicant provides sufficient operation and maintenance plan, including hazard insurance, during construction and development phase of project.
- e. Applicant demonstrates community support.

Committee Comments:

The Technical Review Committee appreciated the community support for the Portsmouth project at the former 8627 N Fiske. The proposed project seeks to involve the Roosevelt High School Building Trades Program, and other donated labor and materials in the proposal. The Committee had various project development issues regarding the proposal. The proposal presumes that half of the development cost would be donated; the value of the existing commitments toward this goal was not included. The management plan for the donated resources was not provided. The time and cost of the land partition process was not acknowledged. The applicant is not yet a 501 (c) (3) agency, and no fiscal partner was provided.

The Committee has great support for local initiatives such as Portsmouth Community Redevelopment. Portsmouth is encouraged to address some these issues and reapply in the next round of the program.

February 9, 1994

Ms. Cecile Pitts, Manager  
Community Development Program  
2115 S.E. Morrison  
Portland, Oregon 97214



Dear Ms. Pitts;

Thank you for working with the Portsmouth Community Redevelopment group on the Fiske Street Project. You have raised these issues in your letters and conversations and this is our response. As you are aware, PCR is interested in acquiring the property at the former 8267 N. Fiske for construction of affordable housing in partnership with the RR2000 Building Construction Program at Roosevelt High School.

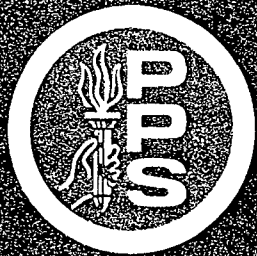
It has been an arduous process for Roosevelt High School to respond as the building construction curriculum had been eliminated from RR2000's technical career pathway due to lack of apprenticeship sites in the local community. The Fiske Street Project has revived that curriculum and the support letter from the Career and Technical Education Department accompanies this letter. The support document was received in late January, 1994.

Roosevelt staff and instructors have been in communication with PGE (Good Sense Homes) and others for donations of building materials. As materials are not needed until fall, Roosevelt has not felt the need to secure this commitment quite so immediately. Based on a long time relationship with various resource providers, Mr. Kline expressed assurance in that area. This commitment will greatly lessen our capital outlay.

In PCR's quest for nonprofit status: a pro bono attorney was assigned to our board by the Oakland Law and Economics Center. This young attorney apparently had not performed a nonprofit application previous to our relationship. In lieu of the usual IRS form work, he filed Articles of Incorporation with the State of Oregon. Considerable time had passed before either of us were aware of this error. Since then, Portsmouth has filed for nonprofit status as a 501(c)3. We are presently awaiting the response to that from the IRS. We are unable to pinpoint when that acceptance will be received by Portsmouth. The usual time factor seems to be "within 3-5 months". If that is the case, we should receive a letter of determination within 1-3 months. In the interim, Portsmouth Neighborhood Association is a 501(c)4, and would be willing to serve as fiscal agent. Also, North Portland Citizens Committee, a 501(c)4 and the traditional fiscal agent for 24 years of projects on the Peninsula, has offered to provide that service, as well.

Sincerely,

Lee Poe



## PORTLAND PUBLIC SCHOOLS

2508 N.E. Everett / Portland, Oregon 97232

Phone: (503) 280-5299 Administration / D.O.I. / FAX # 280-6590

280-5858 Career & Technical Ed / Coop. Work Exp.

CAREER AND TECHNICAL EDUCATION DEPARTMENT

John W. (Bill) Beck  
Director

January 21, 1994

Lee Poe  
Portsmouth Community Redevelopment  
PO Box 83883  
Portland, OR 97283-0883

Dear Ms Poe:

In response to your January 10th letter, I am sorry to say that I cannot make any kind of "firm" commitments with regards to what the District or this department can provide because of the impact of Ballot Measure 5.

What I can tell you is that it would be reasonable to expect Roosevelt High School, or the Career and Technical Education Department to provide the necessary resources to support a construction class.

My department is ready to provide a seven passenger van for transporting the students from the school to the job site. The present value of the van is \$8000.

Seven students per week meeting for the class for ten hours would net about 45 constructive construction work hours per week. At the present minimum wage rate of \$4.75 that works out to a savings of over \$200 in labor costs, not a huge savings. Past experience with Home Repair Training supports that a student will take three time longer to finish a task of a journey-level trades person.

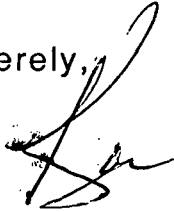
With regards to reasonable resources, it is also expected that both power and hand tools would be supplied by RHS and/or by the other three construction programs in the district. Also, RHS students would be protected the same as the students enrolled in Home Repair Training, Franklin's, or Benson's construction programs. However, resources for building materials would have to be secured from other sources. These could come from local donations, or from construction loans from organizations like Portland General Electric.



I know these are not great "firm Commitments", but given the financial situation the school district is in right now, it's the best commitment that can be made.

If you have any questions or concerns, please feel free to call me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken S. Kline', written over the word 'Sincerely,'.

Ken S. Kline  
Industrial/Technology Education Specialist

c: J. Wernsing

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Denying the Transfer)  
of Tax Foreclosed Properties to ) O R D E R  
Portsmouth Community Redevelopment )

WHEREAS Portsmouth Community Redevelopment requested certain tax foreclosed property pursuant procedures set forth in Multnomah County Ordinance No. 753 and the Multnomah County Affordable Housing Program; and

WHEREAS the Technical Review Committee for the County recommended denial of the proposal based on program guidelines; and

WHEREAS a public hearing was held before the Board of County Commissioners on November 23, 1993 to determine whether the transfer would serve the public purpose of providing decent, safe and sanitary low-income housing, and the Board being fully informed in the matter; and

WHEREAS additional information has been received and found to be incomplete regarding the issues;

NOW THEREFORE IT IS ORDERED that the transfer of tax foreclosed property for public purposes under the County Affordable Housing Development Program applied for by Portsmouth Community Redevelopment is denied.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

REVIEWED:  
LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By 

FOR MULTNOMAH COUNTY, OREGON

John L. DuBay

MEETING DATE: MAR 03 1994

AGENDA NO: UC-2 R-8

(Above Space for Board Clerk's Use ONLY)

MAR 10 1994

**AGENDA PLACEMENT FORM**

**SUBJECT:** Purchase of Real Property for Department of Community Corrections  
Gresham Area Office.

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

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

**REGULAR MEETING:** Date Requested: March 3, 1994

Amount of Time Needed: 10 minutes

**DEPARTMENT:** Environmental Services **DIVISION:** Facilities & Property Management

**CONTACT:** Bob Oberst **TELEPHONE #:** 248-3322  
**BLDG/ROOM #:** 421/3rd

**PERSON(S) MAKING PRESENTATION:** Bob Oberst

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

See Supplement to Agenda Placement Form

3/10/94 3 certified true copies of  
ORDER to BOB OBERST, plus 2  
ORIGINAL Purchase & Sale Agreements

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 MAR -2 AM 9:27

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Robert Oberst Betsy Williams By Fole

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities &  
Property Management

TODAY'S DATE: March 1, 1994

REQUESTED PLACEMENT: March 3, 1994 (unanimous consent)

RE: Order Approving Purchase of Real Property for Department  
of Community Corrections Gresham Area Probation Services  
Field Office

- I. Recommendation/Action Requested: Approval by Board of Commissioners of PURCHASE AND SALE AGREEMENT pursuant to which County will purchase land and a building located at 495 NE Beech Street in Gresham, Oregon for use as the Gresham area probation services field office.
- II. Background/Analysis: See copy of February 14, 1994 MEMORANDUM from Tamara Holden to Board of County Commissioners regarding this subject (copy of MEMORANDUM attached).
- III. Financial Impact: See copy of February 14, 1994 MEMORANDUM from Tamara Holden to Board of County Commissioners regarding this subject.
- IV. Legal Issues: None.
- V. Controversial Issues: See copy of February 14, 1994 MEMORANDUM from Tamara Holden to Board of County Commissioners regarding this subject.
- VI. Link to Current County Policies: See copy of February 14, 1994 MEMORANDUM from Tamara Holden to Board of County Commissioners regarding this subject.
- VII. Citizen Participation: See copy of February 14, 1994 MEMORANDUM from Tamara Holden to Board of County Commissioners regarding this subject.
- VIII. Other Government Participation: See copy of February 14, 1994 MEMORANDUM from Tamara Holden to Board of County Commissioners regarding this subject.



MULTNOMAH COUNTY DEPARTMENT  
OF  
COMMUNITY CORRECTIONS

M E M O R A N D U M

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TO: Board of County Commissioners

FROM: Tamara Holden, Director *Tamara*

DATE: February 14, 1994

REQUESTED PLACEMENT DATE: February 24, 1994

RE: Proposed Site for East  
Parole/Probation Office

---

I. Recommendation/Action Requested: It is recommended that we proceed with negotiations on the purchase of a building located at 495 NE Beech in Gresham, for the East County Office of Parole and Probation. This site is logistically suitable and the location is compatible with our focus on integration of services.

II. Background/Analysis: Department of Community Corrections met with Facilities & Property Management in April 1993 regarding location of the East County District Office of Parole and Probation.

Boundaries of the district were identified for Facilities and Property Management. Requirements were analyzed for a suitable facility to house the operation; it was concluded that a 4,500 to 6,000 square feet of usable floor space with ten to twenty parking spaces and good public transit access are needed. Certain neighborhood environments were identified as unsuited to the operation. Budget constraints were discussed in order to determine limits on facility cost.

The site search, directed primarily to lease, was commenced April 1993 and included: direct search of the

area by Department of Community Corrections and Facilities Management personnel; and, a letter advising of the search which described the requirements of the facility sought was sent to twenty-one commercial real estate firms operating in the area and the City of Portland, Property Manager.

Sites especially investigated included two former Fire District #10 buildings, eleven retail sites, one former medical clinic and four commercial properties. Most of the sites were either determined by the owners to be unavailable for the intended use or were rejected because of excessive cost of space, insufficient size or inappropriate location.

Two available sites were identified as potentially suitable for the facility: (1) a build-to-suit of 3,900 square feet combined with an existing building of 3,500 square feet for lease for a term of ten years at a present rental of approximately \$89,437 per year plus operating expenses of approximately \$17,056 per year, for a total present cost of approximately \$106,493 per year; (2) an existing 4,400 square foot building available at a sale price of \$325,000.00.

Facilities and Property Management recommends purchase of the second site because of the good condition of the building, its suitability for use in its present condition, lower annual space cost and equity value.

Department of Community Corrections concurs with this recommendation. This building is suitable for our operations as planned for East County, and will also accommodate integration of services. The building has good access to public transportation, and is close in proximity to other services including Multnomah County Health.

III. Financial Impact: The proposed property is in good condition, and would require very little remodeling except for enlarging a restroom door to accommodate ADA standards. Building operations and maintenance for this building would be between \$12,000 and \$15,000 annually and is included in the department's budget. The Department's 1993-94 budget includes \$120,000 for a facility in the Gresham location. The Department's 1994-95 budget for this space is also \$120,000.

If the Board decides to purchase the property, Finance recommends that the full price be paid at closing, on or about May 1, 1994, and that the \$120,000 budgeted in

Community Corrections budget be expended along with an advance of \$205,000 from the Capital Improvement Fund monies to purchase the property. Community Corrections would reimburse the Capital Improvement Fund \$120,000 on July 1, 1994 and the remaining balance of \$85,000 plus \$4,766 of interest charges (at 4%) on July 1, 1996. In effect, this is a 2 month internal loan of \$205,000 and a 14 month internal loan of \$85,000 and would save the County approximately \$8,000 in issue costs and \$95,000 in interest costs by not issuing Certificates of Participation (assuming a 10 year issue). This would also allow the Department to use the annual lease savings of \$30,000 in FY1995-96 and the lease savings of \$120,000 thereafter for other high need areas.

This proposed method to finance the purchase of the property is being presented to the Facilities Client Committee, formerly the Capital Improvement Plan Committee, on February 23, 1994 and their recommendation will be presented to the Board.

IV. Legal Issues: None known.

V. Controversial Issues: Some have questioned the need to offer a parole/probation office in the East County area, since there is a smaller percentage of corrections clients residing there. However, the East County area is growing faster than the rest of the County and we project increased numbers of clients in this area in the future. Additionally, a number of officials in city government as well as business leaders in Gresham support our efforts to locate a probation/parole office in East County as Multnomah County continues the development of partnerships with them. There may be opposition to this office from citizens once we begin our community work prior to finalization of this proposal.

VI. Link to Current County Policies: The Department of Community Corrections is committed to working with other county agencies to develop and maintain a presence in each of the districts located throughout the County. East County District, which includes the area from 162nd to the city of Corbett, encompasses Gresham, Troutdale, Fairview, Corbett, and a number of large, active neighborhoods. Gresham has a population of over 70,000. Some city officials do not believe a large enough commitment from the County exists to serve East County residents. We can build a healthy working relationship between the County and East County cities since location in the community will enable us to meet regularly and maintain open communication.



We will network with other agencies who provide services to our clients, and will be better able to respond to the community when there are questions or concerns.

VII. Citizen Participation: Kay Foetesch, Public Affairs Officer for the City of Gresham, informed us that there is no formal neighborhood group that represents the area in which the proposed office is located. The Downtown Association (local merchants) is the representative for that area, due to the commercial zoning and lack of homeowners. Downtown Association Development Manager Catherine Comer, has suggested that a "fact sheet" be developed for the membership. The Department also spoke with Sue O'Halloran, immediate past president of that group, and other business leaders in the area who have expressed informally a willingness to consider publicly supporting an office in the location mentioned. The Department of Community Corrections will continue pursuing formalized support from business groups, and adjoining neighborhood associations as we proceed with negotiations for a building.

Lt. Carla Piluso, zone commander for Gresham Police, has offered to send a letter of support to area residents and alert neighborhoods to public meetings through use of Explorers (volunteer adjunct of the Police Department). She is very enthused about the possibility of our department locating in East County.

VIII. Other Government Participation: The Department of Community Corrections has been searching the East County area for a suitable office location since April, 1993.

Throughout those months, Department staff have been meeting informally with many people to request help in finding a building, and to determine the support for a presence in East County. Mayor Gussie McRobert has expressed her full support of our endeavor and Gresham Police Chief Art Knori is also favorable to the idea of a parole and probation office in East County.

# **PUBLIC NOTICE**

## **MULTNOMAH COUNTY ANNOUNCES AN INFORMATIONAL MEETING**

To discuss the proposed location of an East County Parole and Probation office in Gresham. Multnomah County is committed to providing integrated services within East County and to working in partnership with East County organizations.



**GRESHAM CITY HALL  
1333 N.W. Eastman Parkway  
March 2, 1994  
7:00pm - 8:30pm**

Multnomah County Commissioner, Sharron Kelley, and Department of Community Corrections Director, Tamara Holden, will be present.

For more information, call Teresa Carroll at 248-3701

BEFORE THE BOARD OF COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Acquisition )  
of Real Property for the Department )  
of Community Corrections East County)  
Dist Probation Services Field Office)

O R D E R  
# 94-48

Whereas the Multnomah County Department of Community Corrections provides parole and probation services to clients in the East County District in the Gresham area and immediately surrounding areas of Multnomah County; and

Whereas there is presently no district office to serve said clients within the District community and the Department and Board of County Commissioners finds that the clients and community would be better served by the location of an office in said District; and

Whereas a real property suited to the provision of said services has been located and determined to be available at a reasonable price which may be acquired and operated more economically than the lease of office spaces available; and

It appearing that the purchase of the real property situated at 495 N.E. Beech Street in Gresham, Oregon and described in the PURCHASE AND SALE AGREEMENT before the Board this date will benefit Multnomah County and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this PURCHASE AND SALE AGREEMENT before the Board this date and any other documents required for completion of this purchase and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 10th day of March, 1994.

LAURENCE KRESSEL, County  
Counsel for Multnomah  
County, Oregon

By John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, County Chair

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this First day of March, 1994 between David A. Solberg and Kathryn F. Solberg (Seller) and Multnomah County, Oregon (Purchaser).

### RECITALS

A. Seller owns certain real property (Property) situated in Multnomah County, Oregon and more particularly described as follows:

Lots 7 and 8 and a portion of Lot 6, Block 14 of the duly recorded plat of ZENITH ADDITION TO THE TOWN OF GRESHAM, situated in Section 10, Township 1 South, Range 3 East of the Willamette Meridan, in the City of Gresham, County of Multnomah and State of Oregon, TOGETHER WITH that part of the vacated alley West of and adjacent to Lots 7 and 8, which inured thereto by Ordinance No. 647 of the City of Gresham, recorded May 4, 1973 in Book 924, Page 1114, said premises being more particularly described as follows:

Beginning at the Northeast corner of said Lot 8; thence South along the East line of said Block 14, a distance of 136.36 feet to a point; thence West, parallel with the South line of said Lot 6, a distance of 96.00 feet to a point; thence North, parallel with the East line of said Lot 6, a distance of 36.36 feet to a point in the North line of said Lot 6; thence West along said North line and its Westerly extension, a distance of 14.00 feet along to the center line of the vacated alley in said Block 14; thence North along said center line, a distance of 100.00 feet to a point in the North line of said Block 14; thence East along said North line a distance of 110.00 feet to the point of beginning.

SUBJECT TO AND TOGETHER WITH a 20.00 foot easement for the purposes of ingress and egress and utility purposes being 10.00 feet in each side of the most Westerly line of the above described tract. TOGETHER WITH an 8.00 foot parking easement lying adjacent to the South of the most Southerly line of the above described tract.

B. Seller desires to sell and Purchaser desires to purchase the Property for the price and upon the terms and conditions recited below.

## TERMS AND CONDITIONS

1. Purchase and Sale: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property for the price and in accordance with the terms and conditions set forth in this Agreement.

2. Purchase Price and Payment: The purchase price for the Property shall be Three Hundred Twenty Five Thousand Dollars (\$325,000.00), payable in full in cash upon closing.

3. Title: Seller shall furnish to Purchaser, within ten days from the date hereof, a preliminary title report covering the Property, to be prepared by Fidelity National Title Company of Oregon (Fidelity); Purchaser shall have ten days from the receipt of said title report to examine the condition of title to the Property and notify Seller of any objections to exceptions to title shown therein. Not later than five days following Seller's receipt of Purchaser's objections, Seller shall notify Purchaser in writing either that Seller will remove the objectionable exceptions, or that Seller is terminating this Contract. If Seller terminates this Contract, the Contract shall be null and void, and neither party shall have or make any claim against the other, and any provision of this Contract to the contrary notwithstanding. Failure to notify Seller of such objections within said time shall be deemed approval by Buyer of any exceptions to which Buyer fails to object.

4. Warranty Deed, Title Insurance and Closing Expenses: Upon closing, the Property shall be conveyed by Seller by statutory warranty deed, free of encumbrances except for the approved exceptions as provided in paragraph 3 above and Seller shall deliver exclusive possession of the Property to Purchaser. Seller, at its expense will furnish to Purchaser a standard form of owner's title insurance policy in the amount of the purchase price insuring title to be vested in Purchaser subject only to the usual printed exceptions and the exceptions authorized to be included in the statutory warranty deed. The sale will be closed in escrow by Fidelity and the escrow fees will be shared equally by Seller and Purchaser.

5. Closing Date: Closing will take place by May 1, 1994. In the event that closing is delayed beyond May 1, 1994 as a result of Seller's inability to close and deliver exclusive possessions of the Property to Purchaser by May 1, 1994, the purchase price shall be reduced by the amount of One Hundred Fifty Dollars (\$150.00) for each day of such delay after May 1, 1994 and prior to June 1, 1994 and shall be further reduced by the amount of Two Hundred Dollars (\$200.00) for each day of such delay after June 1, 1994. If Seller is unable to close and deliver exclusive possession of the Property

to Purchaser by July 1, 1994, Purchaser shall have the right to terminate this Purchase and Sale Agreement upon five (5) days written notice, excluding Saturdays, Sundays and Legal Holiday, to Seller. Prior to the Closing Date, each party will deposit with Fidelity the funds, documents and instruction necessary for closing.

6. Prorations:

(a) **General:** For purposes of calculating prorations, Purchaser shall be deemed to be entitled to the Property, therefore entitled to any income and responsible for the expenses, commencing on the day after the Closing Date and the reference to the Closing Date in this paragraph 6 shall be construed as May 1, 1994 or such other date as closing shall occur as provided in paragraph 5.

(b) **Taxes and Assessments:** Real property taxes and assessments shall be prorated as of the Closing Date.

(c) **Operating Expenses:** All utility service charges for electricity, heat and air conditioning service, other utilities, and other expenses incurred in operating the Property that Seller customarily pays in the ordinary course of operation of the Property shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date. To the extent possible, Seller and Purchaser shall obtain billings and meter readings as of the Closing Date to aid in such prorations.

(d) **Service Contracts:** Amounts payable under service contracts shall be prorated as of the Closing Date on an accrual basis. Seller shall pay all amounts due thereunder which accrue prior to the Closing Date and Purchaser shall pay all amounts accruing from and after the Closing Date; provided, however that Purchaser shall not be deemed to have assumed or required to assume any liability or responsibility for such service contracts.

(e) **Adjustments:** Prorations, if and to the extent known and agreed upon as of the Closing Date, shall be paid by Purchaser to Seller (if the prorations result in a net credit to Seller) or by Seller to Purchaser (if the prorations result in a net credit to Purchaser), by adjusting the cash to be paid by Purchaser at closing. Any such adjustments not determined or not agreed upon as of the Closing Date shall be paid by Purchaser to Seller, or by Seller to Purchaser, as the case may be, in cash as soon as practicable following the closing of escrow.

7. Condition of Property:

(a) No representations as to the condition or repair of the Property have been made by Seller or any agent of Seller except as expressly set forth in this Agreement. No agreement to alter, repair or remove the Property has been made by Seller or by any agent of Seller and except as otherwise herein provided, Purchaser shall take the Property "as is" and in the condition existing at the closing Date, subject to the condition that the Property shall be in substantially the same condition at the Closing Date as at the time of execution of this Agreement, ordinary wear and tear excepted.

(b) Purchaser shall have a period of fifteen (15) days from the date hereof in which to inspect the Property and to object, in writing to Seller, to any condition of the Property unsatisfactory to Purchaser. Seller shall eliminate any such conditions to the satisfaction of Purchaser prior to the Closing Date or, at its election, Seller may terminate this Purchase and Sale Agreement by written notice to Purchaser with fifteen (15) days after receipt of said written objections from Purchaser. Purchaser shall be deemed to have waived any objections to conditions of the Property if it does not notify Seller thereof as herein provided.

8. Casualty or Condemnation: In the event that prior to the closing Date condemnation proceedings are commenced against the Property or any part thereof or if the Property or any part thereof is destroyed or damaged and not restored or agreed to be restored by Seller, then, at Purchaser's option, (i) this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, or (ii) the closing shall proceed as provided pursuant to this Agreement and Purchaser shall receive any and all insurance or condemnation proceeds attributable to casualty or condemnation, which proceeds shall not be credited against Purchaser's obligation to pay the purchase price.

9. Brokers: Purchaser represents to Seller that it has not employed or dealt with any real estate brokers, sales persons or finders in connection with this sale and purchase. Seller will be responsible for the commission due to any real estate brokers, agents or finders employed by Seller.

10. Remedies: There is no earnest money in connection with this Purchase and Sale. In the event of a breach or default by either party, the other party shall be entitled to such remedies for breach of contract as may be available under applicable law.

11. Entire Agreement: This instrument is the entire, final and complete agreement of the parties pertaining to the Sale and Purchase of the Property, and supersedes and replaces all written or oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

12. Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when actually delivered in person or forty eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows:

**Seller:** David A. Salberg and Kathryn F. Salberg  
c/o Kohler, Meyers, O'Halloran Realtors  
15 N.E. 3rd Street  
Gresham, Oregon 97030

**Purchaser:** Multnomah County Property Management  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

13. Attorney Fees: In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees together with all expenses which it may reasonably incur in taking such action, including, but not limited, to costs incurred in searching records, expert witnesses and consulting fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award of judgement and any and all appeals taken therefrom.

14. Nonwaiver: Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

15. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.



16. Captions: All captions and paragraph heading used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

17. Binding Effect: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18. Fire Protection: The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations, which, in farm or forest zones, may not authorize construction or siting of a residence and which limit lawsuits against farming or forest practices as defined in ORS 30.930 in all zones. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

19. Agreement as Offer: The execution of this Agreement by the first party to do so constitutes an offer to purchase or sell the Property and the subsequent execution of the Agreement with changes to the Agreement constitutes a counteroffer to purchase or to sell the Property. Unless within ten (10) days from the date of execution or last initialing of this Agreement by the party making an offer or counteroffer, this Agreement is executed by the other party and a fully-executed copy is delivered to and accepted by the Escrow Agent, the offer of this Agreement will be null and void and withdrawn.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

By \_\_\_\_\_

PURCHASER:

Multnomah County, Oregon

By \_\_\_\_\_

Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

John L. DuBay

## BUDGET MODIFICATION NO.

Dec. #7

(For Clerk's Use) Meeting Date

MAR 03 1994

Agenda No.

R-2 R-9

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

February 2

(Date)

MAR 10 1994

DEPARTMENT Community CorrectionsDIVISION East DistrictCONTACT Teresa CarrollTELEPHONE 248-3423

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Tamara Holden, Director DCC

## SUGGESTED

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

Transfers \$120,000 from rentals to buildings for the purchase of property for Parole/Probation Office and integrated services in East County District.

(Estimated Time Needed on the Agenda)

## 2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do 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

Funds for rental of space is currently located in Materials and Services category. These funds must be transferred to Capital Outlay for the purchase of property.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF  
COUNTY COMMISSIONERS  
1994 FEB 22 PM 2:01  
MULTNOMAH COUNTY  
OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BUDGET MODIFICATION NO DCC #7

TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_

[illegible]

TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_

[illegible]

MEETING DATE: MAR 10 1994

AGENDA NO: UC-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Purchase of Real Property for Assessment & Taxation and Information Services Offices

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

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

**REGULAR MEETING:**      **Date Requested:** Unanimous Consent - March 10, 1994

**Amount of Time Needed:** 15 minutes

**DEPARTMENT:** Environmental Services      **DIVISION:** Facilities Management

**CONTACT:** Bob Oberst      **TELEPHONE #:** 248-3851  
**BLDG/ROOM #:** 421/3rd

**PERSON(S) MAKING PRESENTATION:** Druian, Munz, Boyer, Emerson, Oberst

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

See Agenda Placement Form Staff Report Supplement

3/10/94 certified true copies of  
ORDER TO BOB OBERST

4/22/94 attached copy of Notice of Dissatisfaction  
Signed by Chare Stein

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Robert Christ Betty H. Williams

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

TODAY'S DATE: March 8, 1993

REQUESTED PLACEMENT: March 10, 1994 (unanimous consent)

RE: Approval of purchase of land and building at 1411 S.W. Morrison Street for occupancy by Assessment & Taxation Division and Information Services Division.

I. Recommendation/Action Requested: Approval by Board of Commissioners of EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT pursuant to which County will purchase land and a building located at 1411 S.W. Morrison Street, Portland, Oregon for Assessment & Taxation and Information Services division offices.

II. Background/Analysis:

(A) Assessment & Taxation Division (A&T) presently occupies over 26,000 square feet of office space under a ten year lease expiring June 30, 1995. The move to the building at 1411 S.W. Morrison Street has primarily two benefits for A&T. First, it allows us to move from a leased space with ever increasing costs to a County owned property. Second, it allows for the physical consolidation of four interdependent units - appraisal support, residential appraisal, commercial appraisal and the Board of Equalization. This allows for a much more efficient management of staff and data and improved service to the public.

Facilities & Property Management Division (FM) commenced a search in December 1993 directly and through real estate brokers for alternative sites for A&T. FM has discussed renewal of the present A&T lease with the landlord. Leases of suitable space are available at a rental range of about \$320,000 to \$400,000 per year.

(B) Information Services Division (ISD) occupies about 47% of the County owned Kelly Building; Portland Police Bureau East Precinct occupies the balance, about 16,000 square feet, under a lease with rental of about \$44,000 per year and operating expense reimbursement of about \$126,000 per year. The East Precinct is moving out at least temporarily and has indicated a probability that it will relocate to a larger quarters.

The City Bureau of Buildings has deemed the Kelly Building "unsafe" under the City codes relating to seismic stability and is requiring seismic upgrade for continuing occupancy.

ISD has evaluated the possibility of relocating a number of

different times in the past ten years. There are two reasons which would support such a move:

(1) Most of the performance indicators which are used to evaluate customer satisfaction in data processing are based on the speed or timeliness with which activities take place. The closer we get to our client base, the faster we can respond, the greater the customer satisfaction. Some examples:

(a) ISD staff generally make 40 to 50 trips a week between the Kelly Building and the downtown core. It requires approximately one hour round trip to travel to a client site and return. Every time we travel, we waste one hour of an employee's time and customer satisfaction is reduced.

(b) There are a number of agencies which, at one time or another, require computer output and can not wait for distribution. These agencies usually take a car and drive out to the Kelly Building to pick up output. A location closer in to the downtown core would allow us to deliver critical output in minutes.

(c) ISD provides network support to a large number of County agencies. The majority of these clients are located in the downtown core. The shorter the travel time, the faster we can respond to problem situations.

(2) Much of the work of ISD is done better when it is done face-to-face. Because of the travel time, we often attempt to conduct business over the phone. This increases the possibility of error, increases the amount of rework that must be done, and reduces quality and customer satisfaction. It is also important to recognize that the Kelly Building has a number of problems. As the Police Bureau East Precinct recently pointed out: "The floor plan is bad, the water pipes need to be replaced, there's a problem with the roof and it's not up to earthquake code".

(C) The real property, commonly known as the Sprouse Building, is located at 14111 S.W. Morrison Street. Basic data regarding the building is:

Area 64,048 rentable square feet in four stories and basement;  
40,000 square feet land area;

Parking 99 on-site spaces (22 are leased to building tenant, First Interstate Bank);

Occupancy First Interstate Bank of Oregon branch leases to 1997 5,000 square feet at rental of about \$100,000 per year;  
Year Built 1956;

Public Transit Tri Met, West Side Light Rail;

Offered for Sale November 1993, price \$3,850,000.

By the EARNEST MONEY AGREEMENT, FM offered on March 1, 1994 to purchase the building for a price of \$3,275,000 subject to Board of Commissioners approval; the seller by its March 3, 1994 COUNTEROFFER TO EARNEST MONEY AGREEMENT countered at a price of \$3,375,000. If the Board approves the purchase, the process for closing will be, in summary:

(i) Seller notifies, within 5 days, the creditors and the

other parties which have expressed interest in purchasing, of the County offer; other interested parties have 10 business days to overbid County, in which case we may submit another bid;

(ii) County has 60 days to perform "due diligence" investigation and terminate the purchase, if the property does not meet County's requirements;

(iii) If County does not terminate the purchase, closing is on June 1, 1994;

(iv) Issuance of COP's required to finance purchase would be presented to Board of Commissioners for approval.

III. Financial Impact: The Sprouse Building purchase price is \$3,375,000. The estimated costs to configure this facility for A&T and ISD usage is \$1,400,000. If the Board approves this purchase, we recommend that we issue Certificates of Participation in the amount of \$5,400,000. The difference between the \$4,775,000 and \$5,400,000 represents issue costs of about \$64,000, Underwriter discount of \$85,000, reserve funds of \$471,000 and contingency of \$5,000. The first floor of the facility is currently being leased by First Interstate Bank and their lease payment is \$100,000 per year. Attached to this supplement is a projected cash flow analysis for this facility.

**Fiscal year 1994/95 financial impact:**

The anticipated revenue generated by purchasing this facility is \$100,000 for the First Interstate Bank lease, \$30,000 for parking revenue at Lot 24 (Morrison Bridgehead Lot) due to A&T spaces becoming available for public or other County parking and about \$16,000 of interest earnings on the reserve funds.

The expenditures consist of operations and maintenance for the Sprouse Building of about \$250,000, COP debt payment of \$175,000 interest only in first year, \$186,000 in A&T and ISD moving expenses and \$3,000 for insurance coverage.

The costs the County will be avoiding if we purchase the facility will be \$140,000 of annual operating and maintenance costs at the Kelly Building, \$150,000 in planned structural repairs, \$116,000 roof replacement included in the five year capital improvement plan and another \$68,000 in capital costs included in capital improvement plan. The first fiscal year will result in about a \$6,500 saving to the County.

**Future year financial impacts:**

The total accumulative cash flow projections will be positive throughout the debt retirement payout schedule. The lease income and parking income revenues include a 3% increase each year. The \$600,000 building sale in 1997 is the County's share of the estimated proceeds of the Kelly Building sale.

The operations and Maintenance expenses and insurance are

increased by 3% each year and the lease payment (COP) is estimated to be \$470,797 each year.

In the second year, the County will be out of its lease for A&T space and another \$181,000 in capital expenses for the Kelly Building will be avoided.

The total accumulative cash flow over the life of the debt payments is estimated to be \$2,602,353 and is stated in today's dollars.

IV. Legal Issues: None, to FM knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: Purchase of the property and relocation of the A&T and ISD operations have no significant effects upon or linkage to current County policies, to FM knowledge.

VII. Citizen Participation: None involved or expected.

VIII. Other Government Participation: No effects upon other governments.



**SPROUSE BUILDING  
CASH FLOW ANALYSIS**

SPROUSE BUILDING	3,375,000
IMPROVEMENTS	1,400,000
UNDERWRITER COST	85,000
ISSUE COSTS	64,000
RESERVE	471,000
CONTINGENCY	5,000
TOTAL ISSUE	<u>5,400,000</u>

	1	2	3	4	5	**	7	**	9	10	11	**	**	**	**	**	**	**	20	21	
	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>**</u>	<u>2001</u>	<u>**</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>2014</u>	<u>2015</u>	<u>TOTAL</u>
REVENUE:																					
Lease Income	100,000	103,000	106,090	109,273	112,551	**	119,405	**	126,677	130,477	134,392	**	**	**	**	**	**	**	175,351	180,611	2,867,649
Parking Income (Lot 24)	30,000	30,900	31,827	32,782	33,765	**	35,822	**	38,003	39,143	40,317	**	**	**	**	**	**	**	52,605	54,183	860,295
Interest Debt Service	16,485	16,485	16,485	16,485	16,485	**	16,485	**	16,485	16,485	16,485	**	**	**	**	**	**	**	16,485	16,485	346,185
Building Sale			600,000																		600,000
Reserve account																				471,000	471,000
Total Income	146,485	150,385	754,402	158,540	162,801	**	171,712	**	181,165	186,106	191,194	**	**	**	**	**	**	**	244,441	722,279	5,145,128
EXPENSES:																					
Oper & Maint	250,000	352,260	362,828	373,713	384,924	**	408,366	**	433,235	446,232	459,619	**	**	**	**	**	**	**	599,699	617,690	9,715,358
Debt Payment	175,000	470,797	470,797	470,797	470,797	**	470,797	**	470,797	470,797	470,797	**	**	**	**	**	**	**	470,797	451,180	9,571,323
Move Expenses	186,000																				186,000
Insurance	3,000	3,090	3,183	3,278	3,377	**	3,582	**	3,800	3,914	4,032	**	**	**	**	**	**	**	5,261	5,418	86,029
	614,000	826,147	836,808	847,788	859,098	**	882,745	**	907,833	920,944	934,448	**	**	**	**	**	**	**	1,075,757	1,074,288	19,558,711
NET PROFIT (LOSS)	(467,515)	(675,762)	(82,406)	(689,248)	(696,296)	**	(711,033)	**	(726,668)	(734,838)	(743,254)	**	**	**	**	**	**	**	(831,316)	(352,009)	(14,413,582)
COST AVOIDANCE:																					
Kelly Bldg oper & maint	140,000	288,400	297,052	305,964	315,142	**	334,335	**	354,696	365,336	376,297	**	**	**	**	**	**	**	490,982	505,711	7,889,416
A&T Rental payment		320,000	329,600	339,488	349,673	**	370,968	**	393,560	405,366	417,527	**	**	**	**	**	**	**	544,779	561,122	8,598,520
Structural 93-94	150,000																				150,000
Roof Replacement	116,000																				116,000
Other Capital Costs	68,000	181,000			13,000																262,000
Total Cash Flow	<u>6,485</u>	<u>113,638</u>	<u>544,247</u>	<u>(43,797)</u>	<u>(18,481)</u>	<u>**</u>	<u>(5,731)</u>	<u>**</u>	<u>21,588</u>	<u>35,865</u>	<u>50,570</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>204,444</u>	<u>714,824</u>	<u>2,602,353</u>
Accumulative Cash Flow	<u>6,485</u>	<u>120,123</u>	<u>664,370</u>	<u>620,573</u>	<u>602,091</u>	<u>**</u>	<u>577,564</u>	<u>**</u>	<u>606,878</u>	<u>642,743</u>	<u>693,313</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>**</u>	<u>1,887,529</u>	<u>2,602,353</u>	

PREPARED BY FINANCE DIVISION

07-Mar-94

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Acquisition       )  
of Real Property for the Department   )  
of Environmental Services, Division   )  
of Assessment & Taxation and       )  
Information Services Division       )  
O R D E R  
#

Whereas the Division of Assessment & Taxation presently occupies building space under a ten year lease which expires June 30, 1995; and

Whereas Information Services Division presently occupies space in the Kelly Building and Multnomah County has been advised that the Kelly Building will require substantial seismic upgrade for continued occupancy under present City of Portland zoning and safety codes; and

Whereas a real property suited for the operations of Assessment & Taxation and Information Divisions has been located and determined to be available at a reasonable price which is better suited to the operations of said Divisions and may be operated more economically than the present space occupied; and

Whereas the real property is held by a trustee in a bankruptcy proceeding and that other interested parties may overbid Multnomah County within ten days after execution of the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT before the Board this date; and

Whereas Multnomah County would be willing to pay a maximum of \$200,000.00 in excess of the sale price stated in said EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT in the event of such overbid by other interested parties; and

It appearing that the purchase of the real property situated at 1411 S.W. Morrison Street, Portland, Oregon and described in the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT

before the Board this date will benefit Multnomah County and the Board being fully advised in the matter:

It is ORDERED that Multnomah County approves the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT before the Board this date and execute any other documents required for completion of this purchase at a purchase price not to exceed \$3,575,000.00 and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this \_\_\_\_ day of March, 1994.

REVIEWED:

LAURENCE KRESSEL, County  
Counsel for Multnomah  
County, Oregon

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Beverly Stein, County Chair

By \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acquisition of )  
Real Property for the Department of ) ORDER  
Environmental Services, Division of ) 94-49  
Assessment and Taxation and the )  
Information Services Division )

WHEREAS, the Division of Assessment and Taxation presently occupies building space under a ten year lease which expires June 30, 1995; and

WHEREAS, the Information Services Division presently occupies space in the Kelly Building and Multnomah County has been advised that the Kelly Building will require substantial seismic upgrade for continued occupancy under present City of Portland zoning and safety codes; and

WHEREAS, a real property suited for the operations of Assessment and Taxation and Information Services Division has been located and determined to be available at a reasonable price which is better suited to the operations of said Divisions and may be operated more economically than the present space occupied; and

WHEREAS, the real property is held by a trustee in a bankruptcy proceeding and that other interested parties may overbid Multnomah County within ten days after execution of the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT before the Board this date; and

WHEREAS, Multnomah County would be willing to pay a maximum of \$200,000.00 in excess of the sale price stated in said EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT in the event of such overbid by other interested parties; and

WHEREAS, it appearing that the purchase of the real property situated at 1411 S.W. Morrison Street, Portland, Oregon, and described in the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT before the Board this date will benefit Multnomah County; and the Board being fully advised in the matter; now therefore

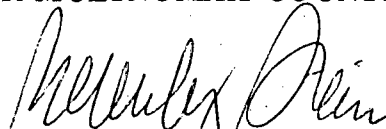
IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners approves the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT before the Board this date and any other documents required for completion of this purchase, at a purchase price not to exceed \$3,575,000.00; and

IT IS FURTHER ORDERED that the County Chair be, and she is hereby, authorized and directed to execute the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT on behalf of Multnomah County.

ADOPTED this 10th day of March, 1994.

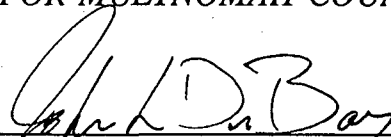


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

  
John L. DuBay



# EARNEST MONEY AGREEMENT

CB COMMERCIAL REAL ESTATE GROUP, INC.  
BROKERAGE AND MANAGEMENT  
LICENSED REAL ESTATE BROKER

1300 S.W. 5th Ave. #2600

Portland, OR 97201

(503) 221-1900

Portland

Oregon

March 1

1994

Multnomah County, a political subdivision of the

State of Oregon

Received from \_\_\_\_\_, hereinafter called Purchaser, the sum of  
One and No/100 \_\_\_\_\_ Dollars (\$1.00) evidenced by

\_\_\_\_\_, as an earnest money deposit on account of the purchase price of  
Three Million Two Hundred Seventy Five Thousand \_\_\_\_\_ Dollars (\$3,275,000.00) for that certain

property situated in the City of \_\_\_\_\_, County of \_\_\_\_\_

State of Oregon, and described as follows, to-wit:

situated at 1411 SW Morrison, Portland, Oregon

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 311, City of Portland

Flood Zone: No ☒ Yes \_\_\_\_\_ (Attach Form 5230.)

## TERMS OF SALE

1. If earnest money is given in the form of a check, the earnest money deposit check shall be (check one) \_\_\_\_\_ deposited by CB Commercial Real Estate Group, Inc. ("Broker") into its trust account or \_\_\_\_\_ promptly delivered to the Escrow Holder identified hereinafter. If the deposit is placed into Broker's trust account, then upon opening of escrow and acceptance or payment of the check, such deposit shall be placed into the escrow account by Broker for the account of Purchaser. If the earnest money is given in the form of a promissory note, the note shall be held by Broker until \_\_\_\_\_. At that time Purchaser shall replace the note with cash or certified check in like amount payable and delivered to Broker and deposited by Broker as provided above. Purchaser and Seller understand and agree that due to the large number of Broker's clients and the resulting aggregate cash balances in Broker's trust account, Broker may derive direct benefits which shall be deemed part of Broker's compensation, in addition to any other amount provided for by this contract. The remainder of the purchase price shall be paid as follows:

cash at closing

2. After mutual execution of this contract, the parties shall execute escrow instructions to \_\_\_\_\_  
Ticor Title Insurance "Escrow Holder" to consummate the purchase in accordance with the terms and provisions hereof. The provisions hereof shall constitute joint instructions to the Escrow Holder; provided, however, that the parties shall execute such additional instructions as requested by Escrow Holder as are not inconsistent with the provisions hereof. Said escrow shall provide for a closing on or before June 1, 1994

All sums paid as part of the purchase price shall be deposited into escrow by Purchaser.

3. As soon as reasonably possible following the execution of this contract, Seller shall pay for and furnish to Purchaser a Preliminary Title Report on the subject property. Purchaser shall have thirty (30) days after receipt of said Preliminary Title Report within which to notify the Seller and the Escrow Holder, in writing, of Purchaser's reasonable disapproval of any exceptions shown in said title report. Failure of Purchaser to disapprove exception(s) within the described time limit shall be deemed an approval of said Preliminary Title Report. In the event of Purchaser's reasonable disapproval, Seller shall have until \_\_\_\_\_ to attempt to eliminate any disapproved exception(s) from the policy of title insurance to be issued in favor of Purchaser except those which the parties agree may be satisfied upon closing. If any reasonably disapproved exceptions cannot be timely eliminated following Seller's good faith attempts to do so, then escrow shall be cancelled and Purchaser's earnest money deposit shall be returned, unless Purchaser elects to waive its prior disapproval. Within ten (10) days after closing escrow, Seller shall pay for and deliver to Purchaser a policy of title insurance on the subject property, which title insurance shall be a standard coverage or ALTA form policy without extended coverage, with a maximum liability equaling at least the total purchaser price. \*30 days after such disapproval

4. Seller warrants that Seller has not received nor is Seller aware of any notification from any governmental agency having jurisdiction requiring any work to be done on or affecting the property in order for it to conform to applicable building codes or other statutes or regulations. Seller further warrants that in the event any such notice is received by Seller prior to the close of escrow and Seller is unable to or does not elect to perform the work required in said notice at Seller's sole cost and expense on or before the close of escrow, said notice shall be submitted to Purchaser for its examination and written approval. Should Purchaser fail to approve said notice and thereby elect not to acquire the property subject to the effect of same, within five (5) days from the date Seller submits said notice to Purchaser, then this contract shall be cancelled without further liability to either party, and the earnest money deposit shall be returned to Purchaser.

INITIAL  
RD  
3. Property taxes, assessments, rentals, premiums on insurance acceptable to Purchaser, interest on encumbrances, and operating expenses, if any, shall be prorated as of the date of closing. At closing, Seller shall deliver to Purchaser a (check one): X statutory warranty deed, \_\_\_\_\_ contract of sale, \_\_\_\_\_ assignment of contract of sale, \_\_\_\_\_ other \_\_\_\_\_ . Purchaser and Seller shall each pay one-half of the escrow fees and any transfer or excise taxes. Purchaser shall also reimburse Seller at closing for sums held in any reserve account on indebtedness which remains of record after the close of escrow.

6. Unless Seller has agreed to finance any part of purchaser price, then without being relieved of any liability under the contract resulting from Seller's acceptance hereof, Purchaser reserves the right to take title to the subject property in a name or nominee other than shown above.

from acceptance hereof by Seller

7. Purchaser shall have 60 days to investigate at Purchaser's expense, the property, its zoning, environmental matters, its value, its condition — including, but not limited to the presence of asbestos, hazardous materials and underground storage tanks — and its suitability for Purchaser's intended use. Purchaser and its agents shall have reasonable access to the property in order to do so, and shall indemnify Seller against any damages or expenses or liens resulting from its investigation. Seller hereby warrants that to the best of its knowledge the property and the improvements thereon do not violate the applicable building or zoning regulations and that it is unaware of any material defect in the premises or improvements thereon with the exception of the following, to wit: none

If Purchaser has given written notice to Seller by 5:00 P.M. of the final date of the above-referenced period, of dissatisfaction with any of the referenced matters, and Seller and Purchaser have not entered into a mutually agreeable resolution of the matter by 5:00 P.M. 10 days thereafter, this Contract shall be deemed cancelled and Purchaser shall be entitled to return of the deposit. If Purchaser fails to give written notice of dissatisfaction by 5:00 P.M. of the first-referenced period, then Purchaser's right to object to such matters shall be deemed waived.

8. Possession of the subject property is to be delivered to Purchaser at close of escrow.

9. Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. See addendum to Earnest Money Agreement for additional provisions.

10. (a) In the event of breach of this contract by Purchaser, Seller's sole remedy shall be retention of the earnest money described herein, which shall be paid to Seller as liquidated damages and distributed one-half to Seller and one-half to Broker in payment for services rendered in connection with this transaction. In no event, however, shall Broker be paid more than the commission which it would have earned if the transaction had been consummated. The amount to be paid as liquidated damages hereunder has been agreed by the parties to be reasonable compensation for Purchaser's default, since the precise amount of such compensation would be difficult to determine. Seller \_\_\_\_\_ Purchaser \_\_\_\_\_ (insert initials)

(b) In the event of breach of this Contract by Seller, Purchaser may elect to treat this Contract as cancelled, in which case all payments and things of value received hereunder from Purchaser shall be returned and Purchaser may recover such damages as may be proper, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to specific performance, or damages, or both.

INITIAL  
RD  
11. In the event suit or action is instituted by Seller, Purchaser or Broker related to this contract, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal or petition for review of any such suit or action, in addition to all other sums provided by law. ~~In the event that Broker deems it necessary to file an interpleader action in court to resolve a dispute over the earnest money deposit referred to herein, the Purchaser and Seller authorize Broker to draw from the earnest money deposit an amount necessary to advance the legal fees and costs of bringing the interpleader action. The amount of deposit remaining after advancing those fees and costs shall be interpleaded into court in accordance with state law. Purchaser and Seller further agree that the defaulting party shall pay the further court costs and reasonable attorneys' fees incurred by Broker in bringing or being involved in such action.~~

12. Time is of the essence of this contract.

INITIAL  
RD  
13. Seller and Purchaser each warrant that they have not dealt with any real estate brokers in connection with this transaction except: CB Commercial Real Estate Group, Inc., who represents Seller and \_\_\_\_\_ (brokerage company), who represents \_\_\_\_\_

In the event that CB Commercial Real Estate Group, Inc. represents both Seller and Purchaser, Seller and Purchaser hereby confirm that they were timely advised of the dual representation and consent to the same, and that they do not expect said broker to breach the confidences of the other party.

14. The Foreign Investment in Real Property Tax Act ("FIRPTA"), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) the seller provides purchaser with an affidavit under penalty of perjury, that seller is not a "foreign person," as described in FIRPTA, or (b) the seller provides purchaser with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Purchaser agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

15. In the event that this offer is not accepted by Seller on or before 5:00 p.m., March 5, 1994, this offer shall become null and void, and the deposit made herewith shall be returned to Purchaser.

16. The following notice is given pursuant to ORS 93.040(2): THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

\_\_\_\_\_ agree to pay Broker a real estate brokerage commission for services rendered in effecting this sale, in the amount called for in Seller's contract with Broker for the sale of the Property, if any, and otherwise in the amount of \_\_\_\_\_ percent (\_\_\_\_%) of the accepted sales price. This commission is earned as of the mutual execution of this contract. If earnest money or similar deposits made by Purchaser are forfeited, in addition to any other rights of Broker, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission.

Proceeds of escrow sufficient to pay the commission are hereby assigned to Broker and Escrow Holder is hereby instructed to pay said commission to Broker out of Seller's proceeds at the close of escrow. This instruction shall not be withdrawn or modified without Broker's written consent. Nothing contained herein shall negate any additional rights Broker may have under any other contract between Seller and Broker for the sale of the Property.

18. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The Purchaser hereby agrees to purchase said property upon the terms and conditions herein stated. All tenders and notices required hereunder shall be made and given to either of the parties hereto at their respective addresses herein set forth with copies thereof to the office of Broker. Purchaser hereby acknowledges receipt of a copy of this contract.

Purchaser: Multnomah County  
A(n) political subdivision of the State of Oregon  
By: Robert J. Chersit  
Title: Property Manager, Multnomah County

CB Commercial Real Estate Group, Inc.  
Licensed Real Estate Broker  
By: James F. Crumpacker  
James F. Crumpacker

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

☐ Seller hereby rejects the foregoing offer.  
☒ Seller hereby makes the attached counter-offer, and hereby acknowledges receipt of a copy of said counter-offer.  
☐ The undersigned Seller hereby agrees to sell said property on the terms and conditions herein set forth, and acknowledges receipt of a copy of this contract.

PORTLAND, Oregon  
Date: 8-30-94

Presented to Seller:  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

Seller: SPROUSE - REITZ STORES, INC.  
A(n): \_\_\_\_\_  
By: Edward C. Johnson  
Title: Signatory Agent

CB Commercial Real Estate Group, Inc.  
Licensed Real Estate Broker  
By: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**CONSULT YOUR ADVISORS** – This document has been prepared for approval by your attorney. No representation or recommendation is made by Broker as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney and financial advisors.  
In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person with experience in evaluating the condition of property, including the possible presence of asbestos, hazardous materials and underground storage tanks.



**ADDENDUM TO EARNEST MONEY**  
**DATED MARCH 1, 1994**  
**BY AND BETWEEN**  
**MULTNOMAH COUNTY,**  
**A SUBDIVISION OF THE STATE OF OREGON, AS PURCHASER**  
**AND**  
**SPROUSE-REITZ STORES INC., AS SELLER**

**APPROVAL BY MULTNOMAH COUNTY COMMISSIONER:**

This Earnest Money Agreement shall not become binding upon the parties hereto until approval by the Multnomah County Board of Commissioners. Purchaser shall have fifteen (15) days from the date that Seller agrees to sell the property on terms and conditions herein set forth, or the date that Seller submits a counter offer to Purchaser, within which to obtain the approval of the Multnomah County Board of Commissioners of this Earnest Money Agreement or such counter offer by Seller.

**OVERBID PROTECTION:**

Seller recognizes that Purchaser has and will continue to incur major expenses while conducting its due diligence. Seller shall, therefore, within sixty (60) days following the acceptance of this offer, obtain from the United States Bankruptcy Court for the District of Oregon an order authorizing the sale of said property to the Purchaser. The property will be free and clear of all liens as set forth in Section 363(b) and (f) of the Bankruptcy Code.

Within five (5) days after the date of acceptance of this offer, Seller shall file a motion for an order authorizing the sale of the property. The motion will contain a request for overbid protection and provide that the minimum overbid will be at least One Hundred Twenty-Five Thousand and No/100 (\$125,000.00) Dollars greater than the acceptable purchase price and that the purchase will be an all-cash transaction. Any such overbid will be accompanied by a non-refundable deposit of One Hundred Twenty-Five Thousand and No/100 (\$125,000.00) Dollars. The motion will also provide that in the event the property is purchased by a party other than Multnomah County for the overbid amount or greater, then Purchaser shall be entitled to forty (40%) percent of the difference between the purchase price set forth herein and the total overbid price but, in any event, not to exceed Fifty Thousand and No/100 (\$50,000.00) Dollars. At the time the motion is filed, the motion shall be accompanied with a notice complying with the Bankruptcy Rules and the Local Bankruptcy Rules for the U.S. Bankruptcy Court for the District of Oregon. The motion shall be accompanied by a separate motion to be heard on an expedited basis, shortening and limiting notice on the request for overbid protection. The above pleadings and notices shall be prepared by Seller, but Purchaser shall have the right to review and approve such pleadings and notices before filing.

Within twenty-five (25) days of the date of acceptance of this offer, Seller shall have obtained an order from the United States Bankruptcy Court for the District of Oregon providing Multnomah County overbid protection as set forth above.

**ACCEPTANCE:**

**PURCHASER:** MULTNOMAH COUNTY, A subdivision of the State of Oregon

Robert J. Christ

March 1, 1994

Date

**SELLER:** SPROUSE-REITZ STORES INC.

Ed D. Brown, Esq. Attorney Agent

3-3-94

Date

### COUNTEROFFER TO EARNEST MONEY AGREEMENT

This Counteroffer amends that certain Earnest Money Agreement dated March 1, 1994 which pertains to the real property located at 1411 S.W. Morrison, Portland, Oregon which is legally described as Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 311, City of Portland ("the Real Property"). The Earnest Money Agreement, which names Multnomah County, a political subdivision of the State of Oregon, as "Purchaser" and Sprouse-Reitz Stores Inc. as "Seller", contains a one page Addendum also dated March 1, 1994. Reference herein to the Earnest Money Agreement shall include the March 1, 1994 Earnest Money Agreement as amended by the March 1, 1994 Addendum.

Seller agrees to sell the Real Property to Purchaser if the following modifications are made to the Earnest Money Agreement:

1. The Purchase price shall be increased from \$3,275,000 to \$3,375,000.

2. In addition to the Real Property, Seller will include the following personal property as part of the transaction:

all audio visual equipment, podiums, stands and conferencing equipment in the main conference room and attached projection room which are located on the third floor of the building. Such personal property shall also include the conference table and chairs located in the main conference room. All other personal property and equipment shall be retained by Seller. It is understood that the internal room dividers shall ~~not~~<sup>be</sup> deemed personal property and shall not be included as part of this transaction. It is also understood that all computer hardware, software and related equipment shall not be included in this transaction.

3. In paragraph 2 of the Earnest Money Agreement, "Oregon Title Insurance Company" shall be substituted for "Ticor Title Insurance Company" as the "Escrowholder". The transaction shall be closed at the Oregon Title Insurance Company office located at 1515 S.W. Fifth Avenue, Suite 105, Portland, Oregon.

4. In paragraph 7 of the Earnest Money Agreement, the word "none" which appears in the blank lines of this paragraph is deleted and the following language substituted therefor:

"Seller has previously delivered to Purchaser a copy of a Phase I Environmental Assessment of the Real Property dated August, 1992 prepared by Hazcon, Inc. To the extent that environmental issues have been addressed in that report, Purchaser acknowledges disclosure thereof. Seller cannot, and does not, warrant the operation of the HVAC system in the building. While the HVAC system appears to be in working order, because of the number of compressors and other components of the HVAC system, Seller is not able to warrant or represent that all of such components and compressors are in good working condition. Purchaser acknowledges that it will rely on its own examination and inspection of the HVAC system."

5. With respect to the commission to be paid to CB Commercial Real Estate Group, Inc. as described in paragraph 17 of the Earnest Money Agreement, this will confirm that such commission will be paid by Seller pursuant to the terms of an Exclusive Sales Listing Agreement between Seller and CB Commercial Real Estate Group, Inc. dated November 22, 1993.

6. The three paragraphs which appear on the Addendum to Earnest Money Agreement under the heading "Overbid Protection" are hereby deleted in their entirety and the following provisions substituted therefor:

"Overbid Protection. Within five business days after the date that Purchaser notifies Seller that the Earnest Money Agreement, as amended by this Counteroffer, has been approved by the Multnomah County Board of Commissioners, Seller shall give written notice of the essential terms and conditions of this proposed transaction to: (i) the Designated Parties as defined in the Plan of Arrangement confirmed by the United States Bankruptcy Court for the District of Oregon ("the Bankruptcy Court") on December 21, 1993, and (ii) to all parties who have previously expressed an interest in acquiring the Real Property ("Interested Parties"). If none of the Designated Parties objects to the proposed transaction on or before a date that is ten business days after the notice is given and none of the Interested Parties submits a "Qualified Competing Bid" (as defined below) within such ten day period, then this proposed transaction shall proceed in accordance with

the terms and conditions of the Earnest Money Agreement, as amended by this Counteroffer, and approval of the Bankruptcy Court will not be required. If within the ten day period one of the Designated Parties objects to this proposed transaction or if Seller receives a Qualified Competing Bid, then Seller shall file a motion with the Bankruptcy Court for an order authorizing the sale of the Real Property to the highest qualified bidder (the "Motion Authorizing Sale".) The Motion Authorizing Sale will contain a request for overbid protection for Purchaser by requiring that the minimum overbid must be at least \$100,000 greater than the Purchase Price set forth herein (i.e., \$3,375,000), and that the purchase must be an all cash transaction. In recognition of the fact that Purchaser has and will continue to incur expenses while conducting its due diligence, the Motion Authorizing Sale will also contain a provision that in the event the Real Property is purchased by a party other than Multnomah County pursuant to the terms of a Qualified Competing Bid, then Purchaser shall be entitled to 20% of the difference between the Purchase Price set forth herein (i.e., \$3,375,000) and the total overbid price; provided, however, the amount paid to Purchaser pursuant to this overbid protection shall not exceed \$50,000. At the time the Motion Authorizing Sale is filed, it shall be accompanied by a separate motion to shorten notice on the Motion Authorizing Sale. For purposes of this paragraph 6, the term "Qualified Competing Bid" shall mean a written all-cash offer which is \$100,000 or more in excess of the Purchase Price set forth herein (i.e., \$3,375,000). In the event a Qualified Competing Bid is received, each subsequent bid must exceed the previous offer by at least \$100,000 in order to be a Qualified Competing Bid."

7. All other terms and conditions set forth in the March 1, 1994 Earnest Money Agreement and the Addendum thereto,

which have not been modified by the provisions of this Counteroffer, shall remain unchanged.

"Seller"

SPROUSE-REITZ STORES INC.,  
an Oregon corporation

By: Edward P. Dotson for its  
Its: Signatory Agent  
Date: 3-3-94

The above modifications are hereby accepted:

"Purchaser"

MULTNOMAH COUNTY,  
a subdivision of the State of Oregon

By: Robert Oberst  
Its: Property Manager, Multnomah County  
Date: March 7, 1994



# MULTNOMAH COUNTY OREGON

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

BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR

April 22, 1994

James Crumpacker  
CB Commercial Real Estate Group, Inc.  
1300 S.W. 5th Avenue, #2600  
Portland, Oregon 97201

Subject: EARNEST MONEY AGREEMENT and  
COUNTEROFFER TO EARNEST MONEY AGREEMENT  
Sprouse Reitz Stores, Inc. - Seller  
Multnomah County - Purchaser

BOARD OF  
COUNTY COMMISSIONERS  
1994 APR 26 AM 8:46  
MULTNOMAH COUNTY  
OREGON

## NOTICE OF DISSATISFACTION

Dear Mr. Crumpacker:

This letter, delivered to you as agent for Seller, is to give notice of Purchaser's dissatisfaction with the condition of the sale property. This notice of dissatisfaction is given pursuant to the provisions of Paragraph 7 of the EARNEST MONEY AGREEMENT between Sprouse Reitz Stores, Inc., as Seller, and Multnomah County, a political subdivision of the State of Oregon, as Purchaser, in the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT between Seller and Purchaser.

Purchaser's dissatisfaction is with the items described in the "SPROUSE REITZ BUILDING Evaluation for Acquisition by Multnomah County, Oregon April 1994" (the Evaluation), a copy of which has previously been delivered to you. The matters subject to Purchaser's dissatisfaction include, but are not limited to, presence of asbestos and the scope of improvements required to render the building on the property fit and suitable for purchaser's intended use. These matters are itemized in the Evaluation.

In the event that Purchaser and Seller have not entered into a mutually agreeable resolution of these matters within 10 days after this notice, the EARNEST MONEY AGREEMENT and COUNTEROFFER TO EARNEST MONEY AGREEMENT shall be deemed cancelled in accordance with the provisions thereof.

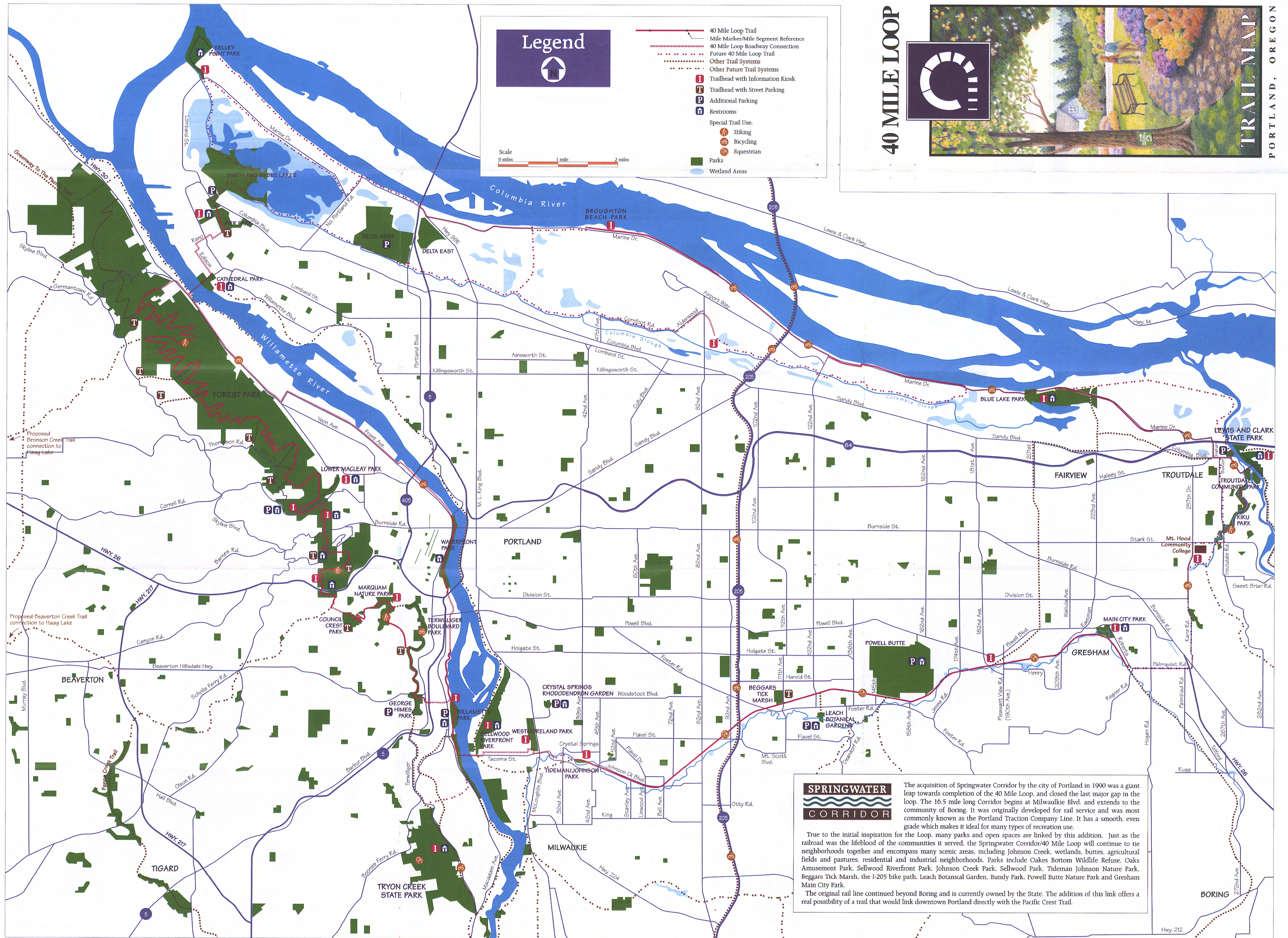
Very truly yours,



Beverly Stein  
Multnomah County Chair

CC: Edward C. Hostmann



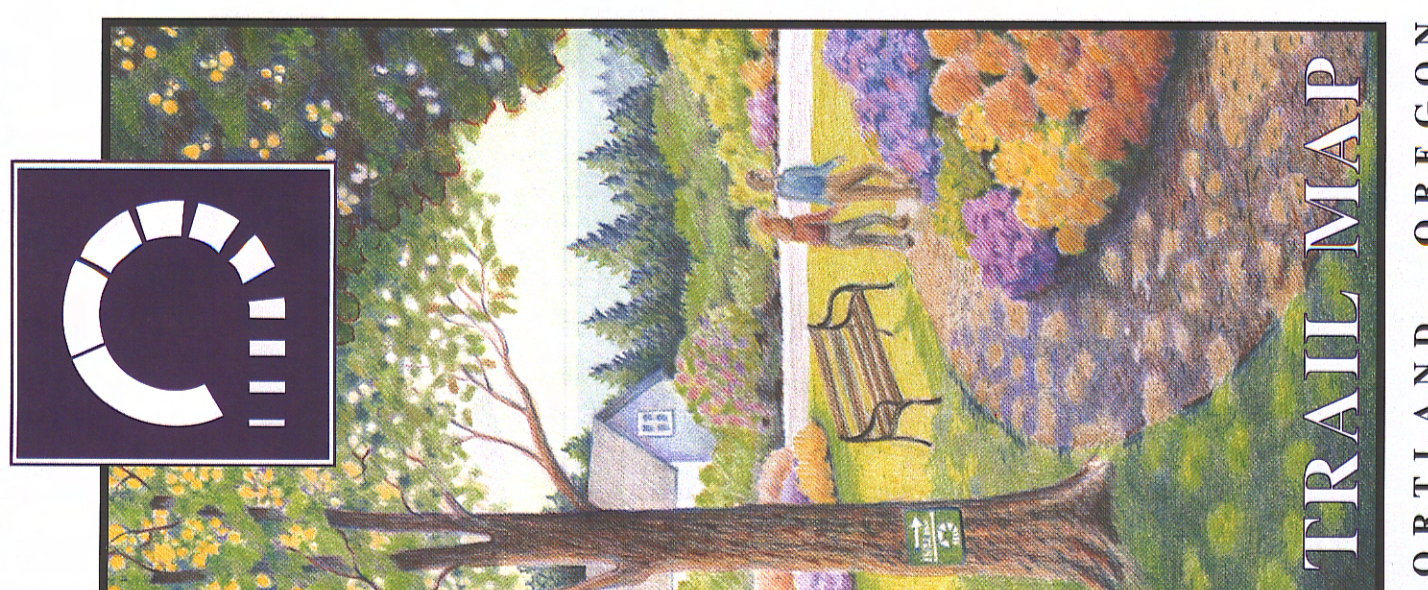


# Legend

Scale  
0 miles 1 mile 2 miles

- 40 Mile Loop Trail
- Mile Marker/Mile Segment Reference
- 40 Mile Loop Roadway Connection
- Future 40 Mile Loop Trail
- Other Trail Systems
- Other Future Trail Systems
- Trailhead with Information Kiosk
- Trailhead with Street Parking
- Additional Parking
- Restrooms
- Special Trail Use:
  - Hiking
  - Bicycling
  - Equestrian
- Parks
- Wetland Areas

## 40 MILE LOOP



PORTLAND, OREGON

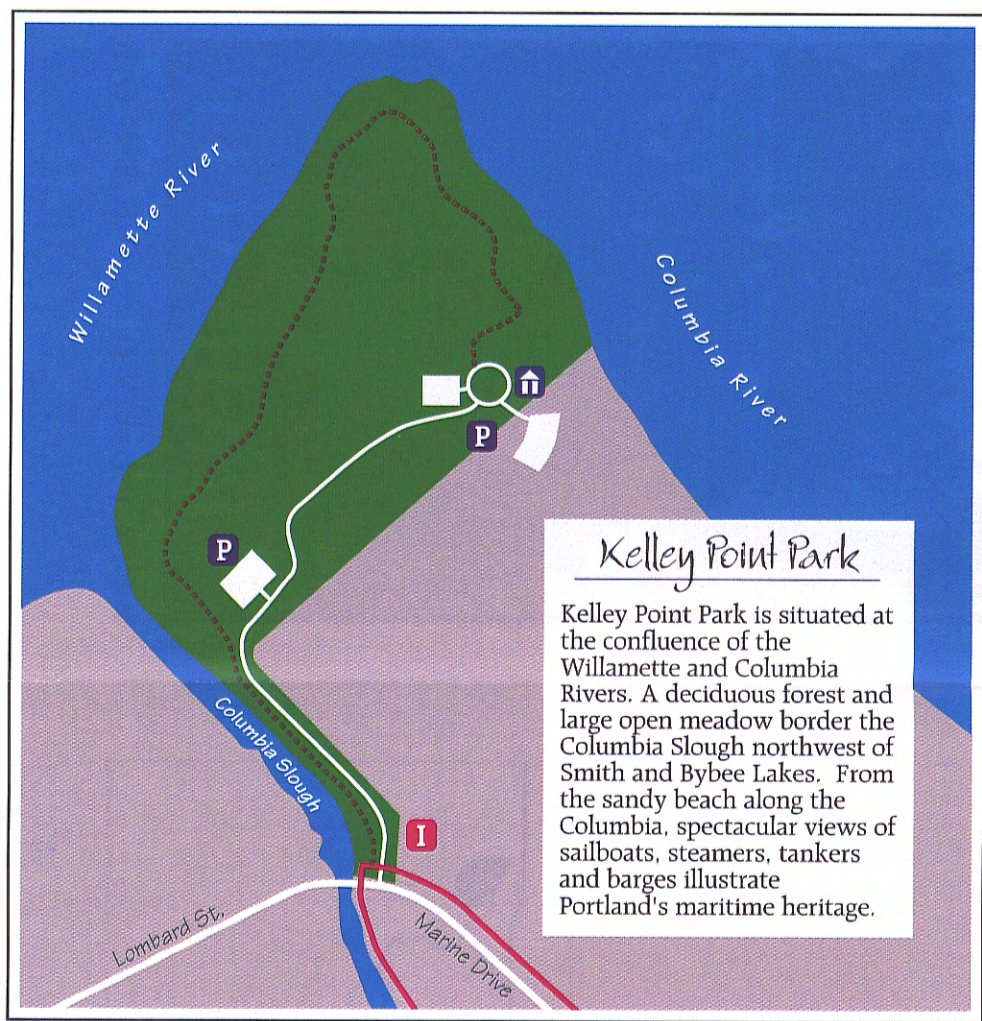
### SPRINGWATER CORRIDOR

The acquisition of Springwater Corridor by the city of Portland in 1990 was a giant leap towards completion of the 40 Mile Loop, and closed the last major gap in the loop. The 16.5 mile long Corridor begins at Milwaukie Blvd. and extends to the community of Boring. It was originally developed for rail service and was most commonly known as the Portland Traction Company Line. It has a smooth, even grade which makes it ideal for many types of recreation use.

True to the initial inspiration for the Loop, many parks and open spaces are linked by this addition. Just as the railroad was the lifeblood of the communities it served, the Springwater Corridor/40 Mile Loop will continue to tie neighborhoods together and encompass many scenic areas, including Johnson Creek, wetlands, buttes, agricultural fields and pastures, residential and industrial neighborhoods. Parks include Oaks Bottom Wildlife Refuge, Oaks Amusement Park, Sellwood Riverfront Park, Johnson Creek Park, Sellwood Park, Tideman Johnson Nature Park, Beggars Tick Marsh, the I-205 bike path, Leach Botanical Garden, Bundy Park, Powell Butte Nature Park and Gresham Main City Park.

The original rail line continued beyond Boring and is currently owned by the State. The addition of this link offers a real possibility of a trail that would link downtown Portland directly with the Pacific Crest Trail.





## History of the 40 Mile Loop

The 40-Mile Loop, as it has come to be known, was originally proposed in 1904 by the nationally-recognized Olmsted Brothers. These pioneer park planners were brought to Portland from Boston to propose a park system as part of the planning for the Lewis and Clark Exposition.

The 40-Mile Loop was a truly remarkable concept in 1904, when the area was still largely woodlands and meadows. Fortunately, city leaders of the time had the foresight to recognize the importance of parks to a liveable community.

*"Parks should be connected and approached by boulevards and parkways...They should be located and improved to take advantage of the beautiful natural scenery...The above system of scenic reservations, parks and park-ways and connecting boulevards would...form an admirable park system for such an important city as Portland is bound to become."*  
From System of Parks and Boulevards, "Report of the Park Bureau," Olmsted Brothers, Landscape Architects, 1904, Portland, Oregon

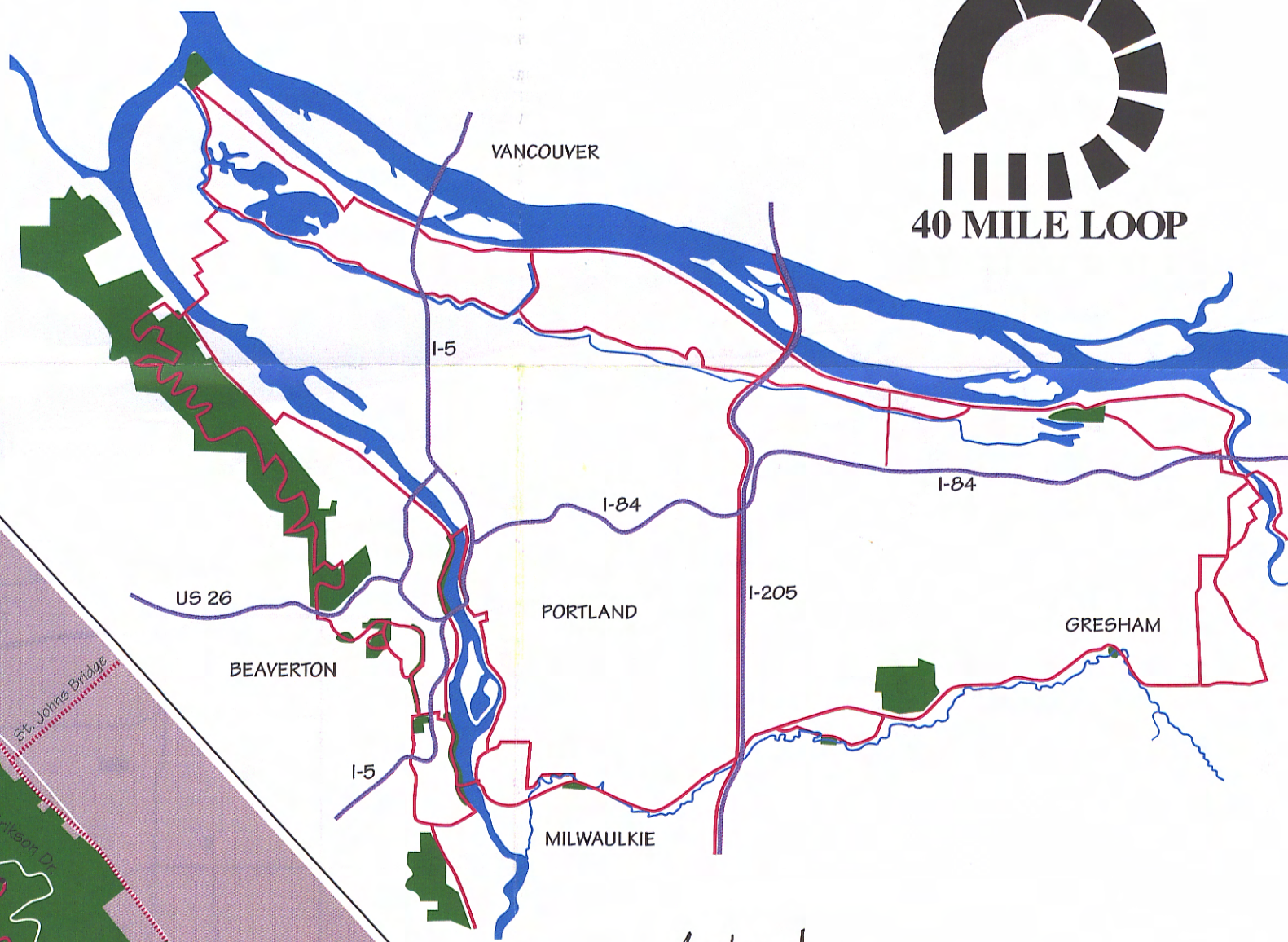
When originally conceived at the beginning of this century, the trail was going to be 40 miles long, circling the city. Portland has done a lot of growing since then, and the trail was gradually expanded to include all of Multnomah County. When the loop is completed, hopefully by the end of the century, it will be 140 miles in length and connect more than 30 parks in the metropolitan Portland area.

When completed, the trail will connect parks along the Columbia, Sandy and Willamette Rivers in a continuous loop. There will be something for everyone, whether it is hiking, biking . . . or even canoeing. Canoe trips as long as five miles will be available in the Columbia Slough.

The loop will also include trail access for the handicapped and nature trails for children. And, it will be accessible by Tri-Met buses at many points, and close to industrial and office workers interested in noon-time walking or jogging.

All citizens of this area have inherited this dream. Within miles from our homes are day trips, hiking, biking, camping and canoeing. . . all are part of the 40-Mile Loop. Now, more than ever, appreciation of open spaces is basic to the quality of our lives.

It is time to complete the Loop.



## Legend

- 40 Mile Loop Trail
- Mile Marker/Mile Segment Reference
- 40 Mile Loop Roadway Connection
- Other Trail Systems
- Roadways (Paved / Unpaved)
- Trailhead with Information Kiosk and Off Street Parking
- Trailhead with Street Parking
- Additional Parking
- Restrooms
- Special Trail Use:
  - Hiking
  - Bicycling
  - Equestrian

## Wildwood Trail

The Wildwood Trail is the longest completed portion of the Forty Mile Loop. Twenty-three miles of forest trails connect, from the south, the Washington Park Zoo complex, Hoyt Arboretum, Pittock Mansion, and the Audubon House through to Springville Road, north, above the St. John bridge. Winding through second growth Douglas fir forest that harbors a wide variety of wildlife and native plant species, hikers and joggers are delighted with the seasonal displays of spring wildflowers and fall colors.

Additional brochures and maps along with interpretive information is available at the Hoyt Arboretum Tree House. The Wildwood Trail is not suited for bicyclists and there is one major street crossing at Burnside.



## Forest Park

### Washington Park Zoo

This is Portland's oldest, best-loved and well-used parks. The zoo exhibits over five hundred species, with an internationally famous breeding herd of Asian elephants.

### Hoyt Arboretum

Ten-miles of trails lead visitors through one of the nation's best collections of conifers, flowering magnolias, exotic maples and other special groupings of plants.

### Audubon House

This is a great place for bird lovers. The expanded facility has a gift shop, library, and lecture rooms for many activities.

### World Forestry Center

This exhibit hall pays tribute to Oregon's treasures, its trees. The most striking attraction is the 70-foot Douglas fir "Talking Tree".

### Pittock Estate

This is one of our region's great mansions. This historic residence displays remarkable antique furnishings, fine arts and a sweeping view on a picturesque setting.

### Japanese Gardens

Five traditional garden forms combine to recapture the mood of ancient Japan. The gardens meander over 5.5 acres of woodlands that open onto a breathtaking view of Portland.

### Rose Gardens

More than 400 varieties of modern roses and many old garden roses are in this beautiful setting with a commanding view of Portland and Mt. Hood.

### Vietnam Memorial

This Memorial with its serene landscaping is a wonderful tribute to Oregon's Vietnam Veterans.

## 40 Mile Loop Land Trust

The 40-Mile Loop Land Trust was incorporated in 1981 with the purpose of assisting in the acquisition of lands, along with conservation and recreation easements along the 40-Mile Loop corridor.

The Land trust, a non-profit, private land acquisition organization, brings together the park planning activities of 13 local jurisdictions, including:

- Multnomah County
- City of Portland
- Oregon State Parks Division
- Port of Portland
- Corps of Engineers
- State & Federal Fish and Game Agencies
- Public Drainage Districts
- Cities of Gresham and Troutdale

This cooperative venture has already proven to be cost effective. At a time of governmental cutbacks in parks programs, the work of a private, non-profit group such as the Land Trust in coordinating the various agencies and initiating land acquisitions saves the agencies time and money.

Helping make the Loop a reality is a big return for a small investment. Activities of the Land Trust will include:

- Acquiring lands by using funds available in the Trust's revolving fund.
- Accepting land donations by deed or by contract.
- Accepting conservation easements or other rights to trail construction.
- "Land banking" of properties for future transfer to public agencies.
- "Pre-identification" of needed land along the corridor.
- Advocacy of government funding for purchase and construction of trails.
- Development of public access to the trail.
- Help in forming local advocacy groups for management and use of parks.

## Points of Interest

### Tide-man-Johnson Park

This is a small 6 acre urban wilderness park nestled in the flood plain of Johnson Creek. A special feature is the fish ladder, where trout, steelhead and occasional salmon can be spotted.

### Columbia Slough

A wonderful link from Kelley Point Park through Smith Bybee Lakes on to Blue Lake Park. The slough includes wetlands, wildlife refuges for osprey, bald eagles, and herons. Navigable by canoe or kayak.

### Leach Botanical Gardens

This is Portland's foremost wildflower garden. Located in a tranquil, wooded ravine straddling Johnson Creek, this 9 acre Botanical Garden features a labelled plant collection of 1500 plant species, educational facilities, exhibits, library and a gift shop. Garden entrance is off Foster Rd. at 122nd.

### Waterfront Park

This is a vital park for the downtown area and adds great beauty to Portland's skyline. It has many special features, including a fountain and several memorials.

### Marine Drive Trail

This asphalt trail parallels the Columbia River and offers many spectacular views of the river landscape, Government Island and Mt. Hood. This is a great trail for bicycling.

### Springwater Corridor

This is the first urban "rails-to-trails" in Oregon, covering an abandoned railroad line into a public recreation and bicycle commuting trail. It provides opportunities for walking, hiking, jogging, cycling, picnicking, bird and animal watching, and horseback riding. Eventually it will provide a link to Mt. Hood National Forest.

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## Support for the 40 Mile Loop Land Trust

Operations of the 40-Mile Loop Land Trust are financed by interested individuals, foundation and businesses. The Trust remains independent of any governmental body and is managed by the citizen board of directors.

Some of the ways in which you can be involved include:

- Individual memberships
- Donations and grants for specific projects
- Gifts of land and easements for trails
- Donations of tridelands for purchase of trails
- Donations of bequest and wills
- Memorials for trail development

For more information of the 40-Mile Loop and Land Trust, call (503) 241-9105  
All contribution are tax-deductible.

## Main City Park

Main City Park is a 17.5 acre park which provides wonderful recreation facilities and is a hub for the Gresham community, linking them to many recreation opportunities through the 40 Mile Loop/Springwater Corridor.

## Powell Butte

Powell Butte is a large open hilltop, 570 acres, that was formed by volcanic action. From its 630 foot elevation summit, breathtaking views of the surrounding city and the mountains beyond abound. The top of the butte is an open meadow, with a stand of orchard trees interspersed and the forested slopes of the butte below. Home to a great variety of wildlife, the butte is a wonderful place for hiking, biking, horse back riding and picnicking.

There are over nine miles of trail to explore. The Mountain View Trail is .6 miles of paved, with 5% grade level rest stops every 200 feet for wheelchair access. Special parking for buses and equestrian trailers can be reached at the intersection of Powell Blvd. and 162nd Avenue.

## Tryon Creek State Park

Tryon Creek State Park is a 641 acre natural day use area located within the city limits of Portland. The park has 8 miles of hiking trails, over 3 miles of horse trails and 3 miles of bicycle trails.

Of special interest is the Trillium Festival each year. Tryon Creek State Park has a wonderful trail named after this wildflower, and it is wheelchair accessible.

## Marquam Nature Park

Marquam Nature Park winds through the West Hills, surprising city dwellers with a wonderful quiet retreat close to the downtown core. The park connects the Washington Park Zoo/World Forestry Center/Vietnam Memorial complex to the north through Council Crest, and to the south reaches Willamette Park through Terwilliger Boulevard Park and George Himes Park. Most of this trail section passes through Douglas fir forest, but spectacular views are part of the attraction from the top of Council Crest.

A map showing internal loop trails and history of the area are on display at the Interpretive Center off Sam Jackson Road near Dunaway Park.

