



MULTNOMAH COUNTY OREGON

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

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

AGENDA OF
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS
FOR THE WEEK OF
February 13 - 17, 1989

Tuesday, February 14, 1989 - 8:30 AM - Work Session
followed by Planning Items at 9:30 AM
and Informal Briefing at 10:30 AM . . . Page 2

Tuesday, February 14, 1989 - 1:30 PM - Informal Meeting . . Page 3

Thursday, February 16, 1989 - 9:30 AM - Formal. Page 4

Tuesday, February 14, 1989 - 8:30 AM

Multnomah County Courthouse, Room 602

WORK SESSION

1. Review and Assessment of Status of the Department of Justice Services

FORMAL MEETING - 9:30 AM

Auto Wrecker's License renewals submitted to the Board with recommendation from Planning and Sheriff's Office that same be approved for Metro Auto Wrecking and Recycling, 28425 SE Orient Drive, Gresham

- C 1-88 In the matter of Recommending to the Board of County Commissioners the submission of Multnomah County's Proposed Local Review Order for Periodic Review under ORS 197.640

89-20

Informal Briefing - 10:30 AM

1. Briefing on Legislative Matters - if necessary - Fred Neal

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

*Times are approximate

Tuesday, February 14, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:
 - a) Micrographic Services/Archives
 - b) Two LCO/LCF Single Axle Cab & Chassis
 - c) One Single Axle Cab & Chassis, Conventional Cab
 - d) Release Program for Sentenced Female Offenders
 - e) Architect Services for JDH
 - f) Health Screening for Elderly
2. Report of Visitor Attractions Development Project Nominees
- Chris Moir and Phil Thompson - TIME CERTAIN 1:30 PM
3. Monthly Library Report (Sarah Long) and Report and
Recommendation of Library Task Force - Felicia Trader, Chair
4. Update on the Student Retention Initiative Planning Process
request to the State - Michael Morrissey
5. Informal Review of Formal Agenda of February 16

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, February 16, 1989, 9:30 AM
Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- R-1 In the Matter of the appointments to the Mental Health Advisory Committee: Nina Robart and Chareundi Van-Si (Term - 6/89); Vivian Grubb and Vicki Smead (Term - 6/90); Judy Johnson, Jerry Wang, Roxanne Mossman, and Larry Cooper (Term - 6/91)

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Order in the matter of accepting a Deed for County Road Purposes from James R. and Barbara Greiner on SE 192nd Avenue

89-21

DEPARTMENT OF HUMAN SERVICES

- R-3 Budget Modification DHS #33 reflecting additional revenues in the amount of \$529,234 from actual FY 88-89 revenue contracts for weatherization services funded by USDOE/EXXON and LIEAP weatherization funds to Director's Office, Community Services, Materials & Services for pass through to Metropolitan Community Action, and a transfer of \$3,705 as a cash transfer from Indirect to F/S fund
- R-4 In the matter of ratification of an intergovernmental agreement with the State Health Division whereby State agrees to be responsible for all the research components of County's "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant" from the National Institute of Drug Abuse, for period of February 13 to August 31, 1989

DEPARTMENT OF JUSTICE SERVICES

- R-5 Budget Modification DJS #17 making an appropriation transfer in the amount of \$11,400 within Office of Women's Transition Services from Professional Services to other Material & Service line items (\$7,600) and Capital Outlay Equipment (\$3,800) for a computer

- R-6 In the matter of ratification of an intergovernmental agreement between the City of Riverside Police Department and Riverside County Sheriff's Department, California and Multnomah County (District Attorney's Office and Sheriff's Office; Drug Enforcement Administration, Oregon; Oregon State Police; United States Attorney for the District of Oregon; Clackamas County Sheriff's Office; Portland Police Department; Washington County Sheriff's Department) in conducting a federally sponsored Network Investigation Project, for period October 1, 1988 to March 31, 1989
- R-7 In the matter of ratification of an intergovernmental agreement between Multnomah County Sheriff's Office and the United States Marshals Service in the amount of \$500,000, providing for Federal participation in funding local governmental jail construction (Multnomah County Inverness Jail), and includes a per diem rate for Marshal prisoners held at County facility, for period October 1, 1988 to September 30, 2003

NONDEPARTMENTAL

- R-8 Review of Report of Visitor Attraction Development Projects nominated by Advisory Committee, and Board to make recommendations after review of Report to Oregon Tourism Alliance by February 21 (Informal Review of item on Tuesday at 1:30 PM time certain) *89-22*

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

SUPPLEMENTAL AGENDA

WEEK OF FEBRUARY 13-17, 1989

Tuesday, February 14, 1989

Cancellation of Briefing at 8:30 AM - Status of Department of Justice Services

Thursday, February 16, 1989

Addition to R-8 Resolution in the Matter of Acceptance of the Report from the Multnomah County Advisory Committee for Oregon Tourism Alliance Visitor Attractions Proposals 89-22

Addition of Executive Session to February 16 meeting, following the formal agenda for the purpose of discussing pending litigation, as allowed under ORS 192.660 (1)(h)

*Union Pacific vs. Department of Revenue and State of Oregon" in Tax Court and Federal Court. Paul Mackey, Deputy County Counsel will make presentation.

Board will do formal agenda, then adjourn into Executive Session.

PRESS LIST

DATE 2-14-89

THE FOLLOWING WERE CALLED THIS DATE REGARDING:

- a) Meeting _____
- b) Executive Meeting 2-16-89 - regarding pending litigation*
- c) Other _____

Signed *Chris Patterson*

KOIN	Channel 6	243-6614	Assignment Desk ✓
KGW	Channel 8	226-5111	Assignment Desk ✓
KATU	Channel 2	231-4260	Assignment Desk ✓
KPTV	Channel 12	222-9921	News Desk ✓
KEX	1190 A.M.	222-1929	Newsroom/Message ✓
KSGO	1520 A.M.	223-1441	News Desk (message)
KXL	750 A.M.	231-0750	Newsroom/Message ✓
KGW	62 A.M.	226-5095	News Desk ✓
K-103 FM		643-5103	Newsroom ✓
KXYQ - 105		226-6731	(Message)
OREGONIAN		221-8566	Harry Bodine to call back
GRESHAM OUTLOOK		665-2181	Robin Franzen to call back
SKANNER		287-3562	Patrick Mazza ✓
CABLE		667-7636	Mike or Gary ✓

BOARDS & COMMISSIONS (APPOINTMENTS)

117
J/62

February 16, 1989

In the Matter of the appointments to the Mental)
Health Advisory Committee: Nina Robart and)
Chareundi Van-Si (Term - 6/89); Vivian Grubb and)
Vicki Smead (Term - 6/90); Judy Johnson, Jerry)
Wang, Roxanne Mossman, and Larry Cooper)
(Term - 6/91) R-1)

Vivian Grubb and Larry Cooper were present at the meeting.

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

ORDERED that said appointments be confirmed.

DATE SUBMITTED 2/9/89

(For Clerk's Use)
Meeting Date 2/16/89
Agenda No. A-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Appointments to Mental Health Advisory Committee

Informal Only* _____
(Date)

Formal Only Thurs, Feb 16, 1989
(Date)

DEPARTMENT County Chair DIVISION _____

CONTACT Judy Boyer TELEPHONE 248-3308

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Judy Boyer

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

See attached listing

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

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL
 FISCAL/BUDGETARY
 General Fund
 Other _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1989 FEB -9 AM 11:59

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Bladip McCoy

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

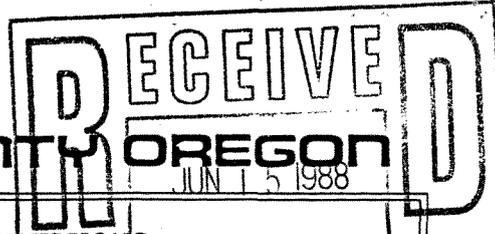
NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

Appointment of following to Mental Health Advisory Committee:

Nina Robart	term expires	6/89
Judy Johnson		6/91
Jerry Wang		6/91
Vivian Grubb		6/90
Roxanne Mossman		6/91
Vicki Smead		6/90
Larry Cooper		6/91
Chareundi Van-Si		6/89



MULTNOMAH COUNTY OREGON



INTEREST FORM FOR BOARDS AND COMMISSIONS

SOCIAL SERVICES DIVISION

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

BOARDS AND COMMISSIONS

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

Multnomah County Mental Health Advisory Committee

B. Name Nina Robart

Address 4506 SE Belmont Suite 220

City Portland State OR Zip 97215

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

Home Phone 223-4338

C. Current Employer Oregon Council on Alcoholism & Drug Addiction

Address 4506 SE Belmont Suite 220

City Portland, State OR Zip 97215

Your Job Title Executive Director

Work Phone 232-8083 (Ext)

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

D. Previous Employers Dates Job Title

Professional Liability Fund 4/85-12/87 Loss Prevention Attorney

Private practice of Law 2/80-3/85 Law practice

Multnomah County District Atty. 76-1/80 Trial Attorney

CONTACT: Please return completed form to: MaryAnn Stewart Social Services Division 426 S.W. Stark, 6th Floor Portland, Oregon 97204

DENNIS BUCHANAN, COUNTY EXECUTIVE 1500 PORTLAND BUILDING PORTLAND, OREGON 97204 (503) 248-3308

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

Name of Organization	Dates	Responsibilities
Multnomah Council on Chemical Dependency	6/76 -	Chair of Council Chair, Advocacy committee
Task Force on Women's Alcohol and Drug Issues	87-88	Chair
Oregon State Bar Committee on Detention and Corrections	83-85	Chair

F. Please list post-secondary school education.

Name of School	Dates	Degree/Course of Study
University of Idaho	1970	Bach. Music Education
Northwestern School of Law, Lewis/Clark, OR	1977	Juris Doctor

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

Norma Jaeger, Multnomah County A/D office 248-3691

426 SW Stark, 6th floor, Portland, 97204

John Hoover, Mult. Cty Dst. Atty., 1021 SW 4th, 6th floor, Ptld. 97204

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

I don't think there are any. I have no investments or business interests. My employer, OCADA, does not fund any other agencies or businesses. It is private non-profit. It does have a contract with the state Office on Alcohol and Drug Abuse Problems to fund its HelpLine. It refers callers to treatment providers.

I. Affirmative Action Information

F / Cau
sex / racial ethnic background

birth date: Month 8 Day 13 Year 41

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

Signature

Date 013-88

lom
6/83

RECEIVED
JUN 10 1988

Oregon Council On Alcoholism
And Drug Addiction



MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY

Citizen Advisory Board to Multnomah County Alcohol and Drug Programs

426 S.W. Stark, Sixth Floor Portland, Oregon 97204

248-3691

MS. OLGA TALLEY
C/O MARY ANNE STEWART

MAY 11, 1988

DEAR OLGA,

With deep regret, I would like to officially resign from the Mental Health Advisory Council. My position as one of the two Multnomah Council on Chemical Dependency representatives has been rewarding and educational. You all are doing a fine job considering the conflicting interests in the mental health community.

I would strongly recommend the appointment of Ms. Nina Robart to fill my position. She will assume the duties of MCCD Chair on May 11. I have asked her to be your guest at the noon meeting on May 16. Enclosed please find an article from the Oregon State Bar publication For The Record. It speaks well of Nina's accomplishments, her voluntary activities and her current professional work.

Good luck with the Council's work!!!

John K. Hoover
Senior Deputy
District Attorney

c.c. Nina Robart
OCADA
4506 S.E. Belmont, Suite 220
Port., Or. 97215
Home: 223-4338
Work: 232-8083

Robart Heads Council on Alcoholism, Addiction

Alcohol once controlled attorney Nina Robart's life. But today she's in control, and in a position to help others statewide recover from alcoholism and other drug addictions.



Nina Robart
OCADA Director

Robart, formerly a loss prevention attorney with the Oregon State Bar Professional Liability Fund's alcohol/chemical dependency program, was hired in December as executive director of the Oregon Council on Alcoholism

and Drug Addiction (OCADA). The council is a private, non-profit organization of citizens working to overcome alcoholism and addiction. OCADA works to change attitudes and beliefs about addiction and to secure quality treatment for drug and alcohol dependent individuals and their families.

"I'm interested in getting as much communication and coordination among the people involved as I can," Robart said. "We want OCADA to be as useful to the community as possible. One of OCADA's goals is that treatment be equally accessible to all people, regardless of circumstance."

She and her seven-member staff work with volunteers to provide the people of Oregon with information and referrals to treatment, educational activities, volunteer training, speakers for schools, churches and civic groups, and model substance abuse prevention programs. OCADA is Oregon's only statewide affiliate of the National Council on Alcoholism and is a recognized leader in public and legislative advocacy.

Robart says when she was working her way through law school as a single mother of two, she was suffering from alcoholism. She has seen the effects of alcohol and drug addiction from many sides. She was a trial attorney for the Multno-

mah County district attorney's office and practiced criminal and domestic law as a private attorney in Tigard and Hillsboro.

Robart faced the fact that alcohol was taking charge over her life and decided to stop drinking about five years ago. She attended Alcoholics Anonymous meetings for attorneys and began her recovery. Later, working for PLF, she was able to help other attorneys cope with their alcohol problems.

OCADA's new executive director has high expectations for the organization. She sees it becoming the comprehensive source of information on alcohol and drug issues throughout the state.

"We need to be appraised of one another's activities and new developments in the field," she says. "OCADA can help bring all these groups together so that we can try to see that all who need services are receiving them."

Robart is also chairperson of the Oregon Task Force on Women's Alcohol and Drug Issues, president of the Association of Labor Management Administrators and Consultants on Alcoholism (ALMACA), chairperson-elect of the Multnomah Council on Chemical Dependency, and is active in various other professional organizations.

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

Name of Organization	Dates	Responsibilities
Drug Treatment Resid. program - College	(1974-76)	work with staff & residents
Willamette Univ.	Law School (1978-1979)	volunteer legal assistance to inmates at state prisons

F. Please list post-secondary school education.

Name of School	Dates	Degree/Course of Study
Sonoma St. Univ.	1976	BA Psychology
Willamette Univ. College of Law	1977-1980	J.D.

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

Eric Goranson MD	1020 SW Taylor	Portland	295-5947
Ramsay Weit	605 Mult. County Courthouse		248-5275

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

none

I. Affirmative Action Information

F / caucasian
sex / racial ethnic background

birth date: Month 11 Day 11 Year 54

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

Signature Judy Johnson Date 6-8-88

lom
6/83



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

MED Advisory BOARD
Mental Health Advisory BOARD

B. Name JERRY C. WANG

Address 1505 S.E. HAIG ST.

City Portland State OR. Zip 97202

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

Home Phone NONE / message phone: 243-2081

C. Current Employer UNEMPLOYED / Student

Address _____

City _____ State _____ Zip _____

Your Job Title _____

Work Phone _____ (Ext) _____

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

D. Previous Employers _____ Dates _____ Job Title _____

Radio Shack 1982-1984 MANAGER

Self-Employed 1978-1982 (OWNER)

(RESUME ATTACHED)

CONTACT:

DENNIS BUCHANAN, COUNTY EXECUTIVE
1500 PORTLAND BUILDING
PORTLAND, OREGON 97204
(503) 248-3308

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

Name of Organization	Dates	Responsibilities
The Mind Empowered, Inc	1988	Exec. Director
STATE Residential TASK Force	1988	member
Alliance for the Mentally Ill of Multnomah County	1988	member

F. Please list post-secondary school education.

Name of School	Dates	Degree/Course of Study
Univ. of Wn.	1966-'68	Business (none)
Columbia Basin Jr. College	1965	General Ed.
Portland Community College	1987/88	PARA-professional certificate

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

Maggie DAREAU, Dept Human Resources, County 248-3782
 Bob Joondoph, Atty. Oregon Advocacy Center 243-2081

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

THE MIND EMPOWERED, INC my current
 VOLUNTEER NON-profit group will sometime
 in the future seek FINANCIAL GRANTS OR

I. Affirmative Action Information

M / CAUCASIAN
 sex / racial ethnic background

Service contracts from the county.

birth date: Month JUNE Day 9 Year 46

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

Signature

Jerry C. Wang

Date

3/24/88

lom
6/83

Return to:

MaryAnn Stewart
 Social Services Division
 426 S.W. Stark, 6th Floor
 Portland, Oregon 97204
 Telephone #: 248-3691

JERRY C. WANG
1505 S.E. Haig Street
Portland, Oregon 97202

Objective: Active leadership role in helping the psychiatrically disabled attain a higher quality of life.

HIGHLIGHTS OF QUALIFICATIONS

- * An active participant to the consumer of mental health services self-help movement on local, state and national levels.
- * Sensitive and unique perception of the psychiatrically disabled from my own personal experience with mental illness over the past 20 years.
- * Experience in creating and coordinating complex projects involving people and activities.
- * Well developed communication and assessment skills.

EXPERIENCE

Leadership & Community Relations

- * Served as a delegate from Oregon to the 1987 National Mental Health Consumers Convention in Huntington, West Virginia.
- * Served as a consumer representative to the 1987 National Community Support Programs convention in Madison, Wisconsin.
- * Founder and acting director of the Mind Empowered, Inc.- Oregon's first "consumer controlled" business entity.
- * First consumer to be a member of Oregon's Residential Planners Technical Advisory Association.
- * Served on Multnomah County planning boards for the homeless mentally ill.

Communications and Interpersonal Skills

- * Managed several business, training and supervising staff, keeping detailed financial records and overseeing day-to-day operations.
- * Successfully created a "professional advisory board" consisting of national, state, and local mental health decision makers to our consumer self-help project.
- * Organized and facilitated numerous consumer planning meetings.
- * Served as a facilitator in personal growth workshops such as Toastmasters International and Transactional Analysis encounter groups.

Innovation/Fundraising/Public Relations

- * Created the Neighborhood Video Network which allowed a large school district and many United Way agencies to enhance their public relations efforts to over 180,000 people a week - free of charge.
- * Attracted \$50,000. from a single investor to the Neighborhood Video Network concept.
- * Conceived, helped produce and direct a 30 minute news magazine format featuring "volunteerism" which won a national award for a local public access cable company.
- * Led a consumer workshop at a regional conference on "Housing for the Mentally Ill" where my creative ideas for housing for the psychiatrically disabled were enthusiastically received by consumers and professionals alike.
- * Created innovative consumer peer-support outreach model.

WORK HISTORY

- 1984 to present: Engaged in rehabilitative process and pursuing educational objectives
- 1982 to 1984: Manager Radio Shack Corporation, Salt Lake City, Utah
- 1980 to 1982: Owner the Neighborhood Video Network, Salt Lake City, Utah
- 1978 to 1980: Owner Expressions, Etc., a graphics and printing business, Salt Lake City, Utah

EDUCATION

University of Washington, Seattle, Washington
Business major, 1966-1968

Columbia Basin Jr. College, Pasco, Washington
General Education, 1965

Portland Community College, Portland, Oregon
Currently enrolled in an educational para-professional one year certificate program, 1987

References available upon request.

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

Name of Organization	Dates	Responsibilities
see attachment		

F. Please list post-secondary school education.

Name of School	Dates	Degree/Course of Study
Eastern Ore College of Ed	B.S Ed	1955
Portland State U.	M.S. Ed.	1967
" " "	courses	Human Relations 1968-1978

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

796-5269 Becky Wehrli, Portland Multnomah Com. on Aging
 280-4103 Linda Cramer, Chair, " " " "

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

I. Affirmative Action Information

F / white
sex / racial ethnic background

birth date: Month May Day 30 Year 1915

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

Signature Virvan Gurbel Date 6/20/88

EDUCATION

B.S. - Eastern Oregon College of Education, LaGrande, OR 1955
M.S. - Portland State University, Portland, OR 1967
Human Relations - Portland State University 1968-1975

EMPLOYMENT

Teacher, Consultant, Program Coordinator, Head Teacher, Teacher Trainer : Portland
Public Schools, Portland, OR (retired 1979) 1950-1979

VOLUNTEER ACTIVITIES 1979 - 1987

1978 - Present Member - Mallory Avenue Christian Church (Disciples of Christ)

1979 - 1985 Northeast YMCA: Coordinated swimming and social group of 80 active seniors.
Meals on Wheels: Piedmont Church - Driver/Deliverer

1984 County Mentally and Emotionally Disturbed Advisory Committee - Mult. County.
Home Health Service Advisory Board - Good Samaritan Hospital

1980 - 1984 Northeast Drop-In Center - Planned social activities for chronically
mentally ill adults at Mallory Avenue Christian School.

1982 - 1984 Mental Health Task Force - Good Samaritan Hospital

1985 Oasis Advisory Board
Portland/Multnomah Commission on Aging - Health Committee Chair
1. Developed Health Screening Program.
2. Developed Mental Health Worker for Elderly.
3. Developed Elderhelp - a volunteer supplementary insurance program.
4. Served on Mental Health Subcommittee.

1985 - 1987 Chairperson - Portland/Multnomah Commission on Aging

1986 Oregon State Board of Directors - Home Health
"Citizen of the Year Award," - Oregon Chapter, National Association of
Social Workers, for efforts on behalf of Seniors in the field of health.
Health Primary Prevention Advisory Committee, Multnomah County
Citizens Advisory Board - Multnomah County, Department of Human Services

1987 Aging Services Advisory Council - Work and Eldercare - Portland State
University
Older Adult Services Advisory Board
Mt. Hood Community Mental Health
Chairperson - Oasis (Older Adults Service and Information System)



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

MULTNOMAH COUNTY MENTAL HEALTH ADVISORY COMMITTEE

B. Name Roxanne Messman

Address 3621 SW Farnham

City Portland

State Or.

Zip 97219

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

Home Phone 227-5625

C. Current Employer Self Employed

Address 1617 NW 14th.

City Portland

State Or.

Zip 97209

Your Job Title business owner

Work Phone 227-5534

(Ext)

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

D. Previous Employers

Dates

Job Title

I have owned my own businesses for 15 years

CONTACT:

MaryAnn Stewart
Social Services Division
426 S.W. Stark, 6th Floor
Portland, Oregon 97204
248-3691

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

Name of Organization	Dates	Responsibilities
Tualatin Valley Mental Health	March '88 to present	Therapist
Bicentennial Community Council	Sept. '87 - March '88	counselor + advocate

F. Please list post-secondary school education.

Name of School	Dates	Degree/Course of Study
Portland State University	1968-1972	BS Philosophy
Portland State "	1987 to present	toward MSW

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

Jack Finley	Portland State University	464-4712
Jerry Frey	Portland State University	464-4712

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

None

I. Affirmative Action Information

F / inversion
sex / racial ethnic background

birth date: Month 3 Day 12 Year 51

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

Signature Roxanne M. [Signature] Date 6.6.88

lom
6/83

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

Name of Organization	Dates	Responsibilities
Neighborhood Health Clinics - Health Help	1986-present	Psychiatric Consultation with therapists, psychiatric treatment
Oregon Psychiatric Association	Legislative Committee 1988	work for legislative of people with no health insurance to improve treatment of mentally ill
Beaverton & Portland School Districts	1981-present	intermittent teaching in grammar school and junior high school classes re: brain anatomy, sex education, careers in Mental Health
Portland Housing Authority	1977	consulted with staff at low cost high rises (i.e. Hollywood East re: Mental Health problems of tenants)

F. Please list post-secondary school education.

Name of School	Dates	Degree/Course of Study
U.C. L.A./U.C. Berkeley	1963-1968	B.A - Psychology
U.C. Davis	1968-1972	M.D.

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

Katherine EVERS M.D. 3414 N. Kaiser Center DR Portland 97227 249-3439

Al Fuller Phd. 3414 N. Kaiser Center DR Portland 97227 249-3439

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

None

I. Affirmative Action Information

M / white
sex / racial ethnic background

birth date: Month 8 Day 6 Year 45

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

Signature

Ly Ploom MD

Date 11/12/88

lom
6/83

CHAREUNDI VAN-SI

7714 S.E. 17th Street
Portland, Oregon 97202
(503) 232-1527

Career Objective

Administrative and/or managerial position.

Summary

Ten years professional experience in the areas of:

- | | | |
|-----------------------------------|-----------------------------------|------------------------------------|
| * General administration | * Employment counseling | * Workshop development |
| * Program planning and monitoring | * Compliance with employment laws | * Leadership training |
| * Employee supervision | * Minority affairs | * Individual and family counseling |

Professional Experience

Department of Human Resources (DHR)
State of Oregon, Region I
Program Coordinator

January, 1988 through present

Program Coordinator in the Children's Services Division monitoring Refugee/Unaccompanied Minor Programs and keeping program staff current on CSD policies and practices. Additional duties include analysis of Unaccompanied Minor caseloads and determination of clients' service criteria, age, referral source and needs; tracking Unaccompanied Minor budget and expenditures; identifying services funded and how funding is used, insuring that Agency is cost-effective; preparing special reports and informational material for Community/Minority Affairs Coordinator; making recommendations of innovative services that fit the needs of unaccompanied minor children. Other extensive responsibilities include performing community outreach to strengthen ties between the Southeast Asian communities and Children's Services Division (CSD) along with overseeing "Interagency Contract Agreement" between CSD and Adult & Family Services, State of Oregon.

Social Worker (DHR)

May, 1979 through November, 1984;
March, 1986 through January 1988

Social worker in the Children's Services Division providing individual, family and group counseling. Extensive experience in a wide variety of domestic and refugee social services, including intake services, evaluation and counseling, housing and resettlement, educational and employment counseling, custody recommendations and legal service, placement services, and post-placement evaluation and counseling. Oversaw compliance with Oregon Refugee Child Welfare Act. Prepared semi-annual reports for Citizens Review Board. Author, primary recipient and administrator of successful \$25,000 grant from Social Science Research Council for study of sociology of pre-1975 rural Lao families.

Asian Association of Utah
Salt Lake City, Utah
Program Coordinator

December, 1984 through
February, 1986

Administrative position reporting to Director of the Association. Responsible for coordinating refugee mental health services throughout the state. Developed specific linkage with County Mental Health Center. Provided on-going consultation to city and county public school systems, local judicial system, local medical clinics and other service providers. Broad administrative responsibilities in management of the Association, including general office operations, budget development and administration, para-professional supervision, and all aspects of individual, family and group counseling. Responsible for program of job development, including career planning, job-readiness training, on-site training, job placement, and employer development and education. Developed and managed leadership training programs. Co-authored successful \$100,000 grant from Federal Department of Health and Human Services for increased access of Asian elderly under Title III Older American Act program.

Mt. Hood Community College
Gresham, Oregon
Instructor

Academic year 1979-80

Faculty appointment in the Adult Basic Education Program, instructing English as a Second Language.

Indochinese Cultural and Service Center
Portland, Oregon
Mental Health Systems Coordinator and Counselor

September, 1977 to May, 1979

Administrative position responsible for wide range of the Center's operations, including establishing and managing linkages with numerous community resources for employment, education, medical and legal services, and various counseling and placement agencies. Responsible for annual budgeting. Served as liaison between the Center and local, state and federal agencies.

Education

- | | |
|-------------|--|
| 1986 - 1987 | Certificate in Parent Training for Involvement in Education (1987)
Interface Consultants, Inc., Beaverton, Oregon |
| 1980 - 1982 | Certificate in Management and Supervision (1982)
Portland Community College, Portland, Oregon |
| 1972 - 1978 | Master of Social Work (1978)
Bachelor of Arts (1976)
Portland State University, Portland, Oregon |



MULTNOMAH COUNCIL ON CHEMICAL DEPENDENCY

Citizen Advisory Board to Multnomah County Alcohol and Drug Programs

426 S.W. Stark, Sixth Floor Portland, Oregon 97204

248-3691

MS. OLGA TALLEY
C/O MARY ANNE STEWART

MAY 11, 1988

DEAR OLGA,

With deep regret, I would like to officially resign from the Mental Health Advisory Council. My position as one of the two Multnomah Council on Chemical Dependency representatives has been rewarding and educational. You all are doing a fine job considering the conflicting interests in the mental health community.

I would strongly recommend the appointment of Ms. Nina Robart to fill my position. She will assume the duties of MCCD Chair on May 11. I have asked her to be your guest at the noon meeting on May 16. Enclosed please find an article from the Oregon State Bar publication For The Record. It speaks well of Nina's accomplishments, her voluntary activities and her current professional work.

Good luck with the Council's work!!!

John K. Hoover
Senior Deputy
District Attorney

c.c. Nina Robart
OCADA
4506 S.E. Belmont, Suite 220
Port., Or. 97215
Home: 223-4338
Work: 232-8083



MULTNOMAH COUNTY OREGON

HUMAN SERVICES
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3658

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

May 12, 1988

Olga Talley, Chairperson
Multnomah County Mental Health
Advisory Committee
% Mary Ann Stewart
Multnomah County Social Services Division
426 SW Stark, 6th floor
Portland, Oregon 97204

Dear Olga,

I am regretfully informing you of my decision to resign as a member of the Multnomah County Mental Health Advisory Committee. My temporary status as an employee of the Mult. Co., Early Intervention Program has been extended to July 1st. I had anticipated resigning in June 1988, but feel I must do so earlier, due to my employment. My three years as a member of the Advisory committee have been an exciting opportunity to become aware of the broader picture of Human Services in Mult. Co. Impacting the direction of delivery of those services has been well worth the effort involved.

It has been an enjoyable experience working with such dedicated professionals, and community advocates. Gary Smith's guidance and empowerment of this committee has been truly appreciated. I will miss you all, and wish you success in the committee's future endeavors.

Sincerely,

Deborah Danner
Early Intervention Coordinator

DD/wb
RESIGN

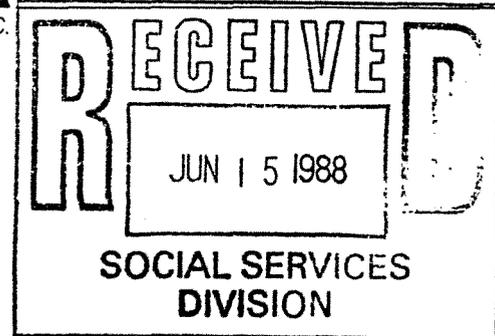
cc: Janet Straw, Chair
MCDD Council

Administration

2415 S.E. 43rd, 2nd Floor
Portland, Oregon 97206
(503) 238-0769



June 14, 1988



Ms. Olga Talley, Chair
Mental Health Advisory Committee
Social Services Division
426 S.W. Stark, Sixth Floor
Portland, OR 97204

Dear Olga:

I have decided to resign my position on the Mental Health Advisory Board effective immediately. The MED Advisory Council, which I represent to the MHAC, has been reorganized to include consumers and advocates rather than providers. I support this decision completely and have been urging it for some time. It will lead to greater clarity of roles and hopefully more effective advocacy. Therefore, MEDAC should be able to select a representative to replace my position on the MHAC. I expect that this change will also allow the MHAC to proceed in its clarification of its objectives and goals.

The development of this county's mental health system will be most successful if there is a strong cooperation between the County, the consumers and advocates and the providers. The current reorganization of the advisory committees will help accomplish that goal.

I have greatly appreciated the opportunity to serve on the MHAC since 1983 and to have been the Chairperson from 1986-1987. I have continued to be impressed by the high quality of people serving on the committee and their sincere commitment to work towards improving our mental health system.

Sincerely,

John Parker
Executive Director

JP:tsb

Administration
Fiscal Services
Residential Services
Volunteer Program
2415 S.E. 43rd, 2nd Floor
Portland, OR 97206
(503) 238-0769

Case Management Services
Health Program
2020 S.E. Powell
Portland, OR 97202
(503) 238-0705

Crisis Services
2040 S.E. Powell
Portland, OR 97202
(503) 238-0780

Rehabilitation Services
Rehabilitation Counseling
Socialization Services
Vocational Services
(503) 239-5317
Phoenix Center
(503) 232-8503
5120 S.E. 28th
Portland, OR 97202

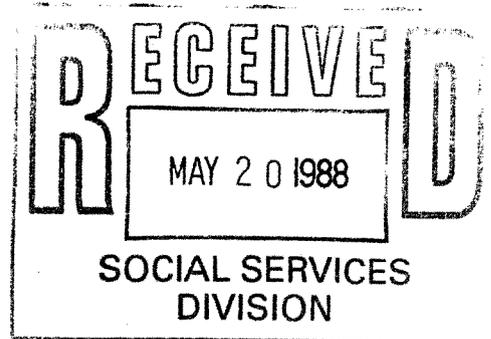
Residential Programs
• **Tillicum Court Apartments**
5135 S.E. 73rd
Portland, OR 97206
(503) 777-3007
• **70th Street House**
3909 S.E. 70th
Portland, OR 97206
(503) 777-2620

Robert C. Wolgamott, M.D., P.C.

physician and surgeon
fellow american psychiatric
association
certified psychiatry

May 19, 1988

Multnomah County Mental Health
Advisory Commission
Social Services Division
Administrative Offices
426 SW Stark, 6th Floor
Portland, Oregon 97204

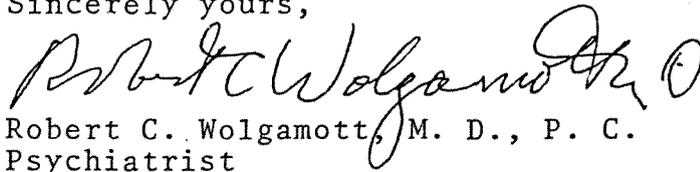


To whom it may concern:

This letter is to tender my resignation from the Advisory Board.

I have enjoyed serving on it and wish you much success in your future endeavors.

Sincerely yours,


Robert C. Wolgamott, M. D., P. C.
Psychiatrist

RCW/skh

MULTNOMAH COUNTY MENTAL HEALTH ADVISORY COMMITTEE
ORS 430.630 (8) OAR 309-14-000

15 members appointed by the Board of County Commission composed of:

- 2 members of the Mental-Emotional Disabilities Advisory Committee
- 2 members from the Multnomah Council on Chemical Dependency
- 2 members from the Developmental Disabilities Council
- 9 citizen members who are not currently County subcontract providers of mental health services

Members serve a term of three (3) years.

PURPOSE: Advise the local mental health authority and the community mental health program director on community needs and priorities for services and assist in planning and in the review and evaluation of services.

<u>MEMBERSHIP</u>	<u>PHONE</u>	<u>TERM</u>
<u>Mental/Emotional Disabilities Board (Two Positions):</u>		
Jerry Wang 1505 S.E. Haig Street Portland, Oregon 97202	243-2081 (w)	1988/1991
Vivian Grubb 5825 N.E. Emerson Portland, Oregon 97218	282-6353 (h)	1987/1990
<u>Multnomah Council on Chemical Dependency (Two Positions):</u>		
Nina Robart 4506 S.E. Belmont Suite 220 Portland, Oregon 97215	223-4338 (h) 232-8083 (w)	1986/1989
Vacant		1988/1991
<u>Developmental Disabilities Council (Two Positions):</u>		
Vicki Smead 8165 S.W. 71st Portland, Oregon 97223	222-7314 (h) 643-0914 (w)	1987/1990
Janet Straw 4048 North Overlook Terrace Portland, Oregon 97227	282-4604 (h)	1986/1989

Citizen Members (Nine Positions):

Larry Cooper, M.D. 8516 S.W. 65th Portland, Oregon 97219	245-1185 (h) 249-3439 (w)	1988/1991
Roger Buchanan 3641 N.E. 72nd Avenue Portland, Oregon 97213	282-9325 (h) 281-6280 (message)	1986/1989
Chareundi Van-Si 7714 S.E. 17th Portland, Oregon 97202	232-1527 (h) 238-8423 (w)	1986/1989
George Gates 822 North River Portland, Oregon 97227	245-5363 (h)	1986/1989
Lenore Naillon 5621 N.E. 48th Portland, Oregon 97218	249-8432 (h)	1986/1989
Cheri Unger 10926 S.W. 58th Portland, Oregon 97219	245-4214 (h)	1986/1989
Olga Talley 222 S.W. Harrison, Apt. 15-H Portland, Oregon 97201	228-1419 (h) 280-5724 (w)	1988/1991
Judy Johnson 900 S.W. Fifth, Suite 2300 Portland, Oregon 97204	245-5349 (w) 294-9345 (h)	1988/1991
Roxanne Mossman 3621 S.W. Pomona Portland, Oregon 97219	227-5625 (h) 227-5534 (w)	1988/1991

Board Liaison: Commissioner Rick Bauman (assigned 1/08/89)

Staff Contact: MaryAnn Stewart 248-3691, B-160/6th Floor
Nancy Wilton 248-3691, B-160/6th Floor

Chairperson: Cheri Unger

Regular Meeting Times: Pursuant to OAR 309-14-000 the Committee must meet at least quarterly.

MULTNOMAH COUNTY
MENTAL HEALTH ADVISORY COMMITTEE

BYLAWS

As Amended and Approved
May 16, 1988

The name of this organization shall be the Multnomah County Mental Health Advisory Committee (herein referred to as the Committee).

ARTICLE II - AUTHORITY

ORS Chapter 430.630 requires that each county mental health program shall have a Mental Health Advisory Committee.

ARTICLE III - PURPOSE

The Board shall: (1) serve in an advisory capacity to Multnomah County Social Services Division on all matters related to the needs, priorities and programs within the following three program areas: mentally and emotionally disabled, alcohol and other drug dependent, and developmentally disabled; and (2) participate with other agencies, groups and interested persons in the promotion of community awareness of mental health needs and services.

ARTICLE IV - MEMBERSHIP

IV - 1: MEMBERS. The Committee shall be composed of fifteen (15) members who shall be appointed by the Board of County Commissioners. The Committee shall be composed as described below:

- (a) Two (2) members of the Mental-Emotional Disabilities Advisory Committee, nominated by that Committee;
- (b) Two (2) members from the Multnomah Council on Chemical Dependency, nominated by that Council;
- (c) Two (2) members from the Developmental Disabilities Council, nominated by that Council; and
- (d) Nine (9) citizen members who are not currently County subcontract providers of mental health services.

IV - 2: TERMS. Appointments to the Committee will be for three year terms. Members may be reappointed for a second three year term.

- (a) One-third (1/3) of the Committee shall be appointed each year.
- (b) One full year must elapse after the expiration of the second term before a member of the Committee may be re-appointed.

IV - 3: COMPENSATION. Members shall receive no compensation for serving on the Committee.

IV - 4: RESIGNATION. A member may resign from the Committee by submitting a written and signed resignation to the Chairperson of the Committee. Whenever possible, the member's resignation should be submitted to the Chairperson at least thirty (30) days prior to the effective date of the resignation.

IV - 5: VACANCIES. Vacancies on the Committee shall be filled by appointment of the County Chair for the remainder of the unexpired term by election by remaining members of the Committee consistent with composition requirements specified in Article IV-1 above.

ARTICLE V - MEETINGS

V - 1: REGULAR MEETINGS. Regular meetings of the Committee shall be held monthly at a mutually agreed upon time and place. For good cause and upon giving at least three days' notice to all members of the Committee, the Chairperson may change the date, time, or place of a regular meeting.

V - 2: SPECIAL MEETINGS. For good cause and upon giving at least three days' notice to all members of the Committee, any member of the Committee may call a special meeting of the Committee at any reasonable date, time and place to consider any matter properly brought before the Committee.

V - 3: ATTENDANCE. All regular and special meetings of the Committee shall be open to the public as provided by law. Any of the Committee members who misses three consecutive meetings of the Committee, without a reasonable excuse approved by the Chairperson, shall be subject to removal by a majority vote of the Committee.

V - 4: QUORUM. A quorum of the Committee is required to conduct any official business at a regular or special meeting of the Board. 50% +1 of the full membership shall constitute a quorum.

V - 5: CONDUCT OF MEETINGS. The current edition of Roberts Rules of Order shall govern the conduct of all regular and special meetings of the Committee and its standing and/or special committees, insofar as the Rules are not inconsistent with the provision of these Bylaws.

V - 6: NOTICE. Notice of all public meetings of the Committee will be provided as required by law.

ARTICLE VI - OFFICERS

VI - 1: OFFICERS. The officers of the Committee shall be a Chairperson, Vice-Chairperson/Chairperson-Elect, and a Secretary/Community Relations Liaison, to be elected from the members of the Committee. These officers shall be members of the Committee who were elected annually by the Committee in April and take office on July 1. They shall serve for a period of one (1) year, and until their respective successors shall qualify. A vacancy created during a regular term of office shall be filled by a special election by the Committee.

ARTICLE VII - COMMITTEES

The chairperson may appoint such committees as are required for the adequate functioning of the organization. Such committees shall function during the term of office of the Chairperson who appointed them.

ARTICLE VIII - CONFLICTS OF INTEREST

Any member of the Committee who has special interest in any matter before the Committee shall so inform the Committee and refrain from voting on the matter. However, the interested member may participate in any discussion by the Committee of such matter.

ARTICLE IX - COMMITTEE ADDRESS

The mailing address of the Committee shall be in the care of:

Multnomah County Social Services Division
426 S.W. Stark, 6th Floor
Portland, Oregon 97204

The telephone number is (503) 248-3691.

ARTICLE X - AMENDMENTS

These Bylaws may be amended by an affirmative vote of two-thirds of the full Committee membership. To be considered at a regular meeting, a full statement of each proposed amendment must be included in the written agenda for the regularly scheduled meeting.

ARTICLE XI - ADOPTION

Pursuant to the authority granted the Committee by ORS 430, OAR 309-14-000, and Article X hereof, these Bylaws are hereby adopted as amended this 16th day of May, 1988.

By Olga Salley
Olga Salley
Chairperson

By Cheri Unger
Cheri Unger
Vice-Chairperson/Chairperson-Elect

By Roger Buchanan
Roger Buchanan
Secretary/Community Relations Liaison

DATE SUBMITTED _____

FEB 1 1989

(For Clerk's Use)
Meeting Date 2/16/89
Agenda No. A-2

DEEDS & EASEMENTS (ROADS)

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Deed/Order for County Road Purposes

117
5162

Informal Only* _____
(Date)

Formal Only X _____
(Date)

DEPARTMENT Environmental Services

DIVISION Transportation

CONTACT Dick Howard

TELEPHONE 3599

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

BRIEF SUMMARY

SE 192nd AVENUE/COUNTY ROAD NO. 1542, ITEM 88-392

Deed for Road purposes from James R and Barbara Greiner. Order Accepting Deed conveying property for county road purposes.

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

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

89-21

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

BOARD OF
COUNTY COMMISSIONERS
1989 FEB - 7 PM 1:00
MULTNOMAH COUNTY
OREGON

SIGNATURES:

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

BUDGET/PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Acceptance of a Deed) ORDER ACCEPTING DEED #89-21
from James R. and Barbara Greiner for) FOR A COUNTY ROAD
Road Purposes.)
) S.E. 192nd AVENUE
) COUNTY ROAD NO. 1542
) (N. of S.E. Stark Street)
) Item 88-392

WHEREAS, James R and Barbara Greiner have tendered to MULTNOMAH COUNTY a deed for public road purposes; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The deed from James R. and Barbara Greiner to MULTNOMAH COUNTY is accepted for use as a county road.
2. The real property conveyed to MULTNOMAH COUNTY and accepted by this Order is described as follows:

A portion of Lot 65, PEAKE BROS HOME ACRES, a duly recorded plat recorded May 5, 1913, in Book 619, Page 61, Plat Records of Multnomah County, Oregon, said portion of Lot 65 lying in the southeast one-quarter of Section 32, T1N, R3E, W.M., Multnomah County, Oregon, and described as follows:

Beginning at the point of intersection of the north right-of-way line of S.E. Stark Street, County Road No. 3317, (said north right-of-way line lying 40.00 feet north, when measured at right angles, of the centerline of said S.E. Stark Street) and the east right-of-way line of S.E. 192nd Avenue, County Road No. 1542 (said east right-of-way line lying 20.00 feet east, when measured at right angles, of the centerline of said S.E. 192nd Avenue), said point of intersection lying on the west line of said Lot 65; thence N 01°26'58" E along said west line (and along said east right-of-way line of S.E. 192nd Avenue) a distance of 100.28 feet to the northwest corner of said Lot 65; thence S 88°27'32" E, along the north line of said Lot 65, a distance of 5.00 feet; thence S 01°26'58" W along a line that is parallel to and 5.00 feet east (when measured at right angles) of said east right-of-way line of S.E. 192nd Avenue, a distance of 80.31 feet to a point of curvature; thence southeasterly on the arc of a 20.00 foot radius tangent curve to the left through a central angle of 89°54'30", an arc distance of 31.38 feet (the chord bears S 43°30'17" E, 28.26 feet) to a point on said north right-of-way line of S.E. Stark Street; thence N 88°27'32" W along said north right-of-way line, a distance of 24.97 feet to the true point of beginning.

Containing 588 square feet, more or less.

S.E. 192nd Avenue
County Road No. 1542
(N. of S.E. Stark Stret)
Item 88-392
Page 2

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

DATED this 16TH of FEBRUARY, 1989.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: *Gladys McCoy*
Gladys McCoy
Multnomah County Chair

APPROVED:

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

By: *E. J. Howard*

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

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

0014W/0927W

0117/11/21

S.E. 192nd AVENUE
(N. of S.E. Stark Street)
Item 88-392

DEED FOR ROAD PURPOSES

James R. & Barbara Greiner conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, for road purposes, the following described property:

A portion of Lot 65, PEAKE BROS HOME ACRES, a duly recorded plat recorded May 5, 1913, in Book 619, Page 61, Plat Records of Multnomah County, Oregon, said portion of Lot 65 lying in the southeast one-quarter of Section 32, T1N, R3E, W.M., Multnomah County, Oregon, and described as follows:

Beginning at the point of intersection of the north right-of-way line of S.E. Stark Street, County Road No. 3317, (said north right-of-way line lying 40.00 feet north, when measured at right angles, of the centerline of said S.E. Stark Street) and the east right-of-way line of S.E. 192nd Avenue, County Road No. 1542 (said east right-of-way line lying 20.00 feet east, when measured at right angles, of the centerline of said S.E. 192nd Avenue), said point of intersection lying on the west line of said Lot 65; thence N 01°26'58" E along said west line (and along said east right-of-way line of S.E. 192nd Avenue) a distance of 100.28 feet to the northwest corner of said Lot 65; thence S 88°27'32" E, along the north line of said Lot 65, a distance of 5.00 feet; thence S 01°26'58" W along a line that is parallel to and 5.00 feet east (when measured at right angles) of said east right-of-way line of S.E. 192nd Avenue, a distance of 80.31 feet to a point of curvature; thence southeasterly on the arc of a 20.00 foot radius tangent curve to the left through a central angle of 89°54'30", an arc distance of 31.38 feet (the chord bears S 43°30'17" E, 28.26 feet) to a point on said north right-of-way line of S.E. Stark Street; thence N 88°27'32" W along said north right-of-way line, a distance of 24.97 feet to the true point of beginning.

Containing 588 square feet, more or less.

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

The true and actual consideration for this conveyance is \$ None.

Dated this third day of January, 1989.

APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By: [Signature]

By: [Signature]
James R. Greiner, Grantor

By: [Signature]
Barbara Greiner, Grantor

STATE OF Oregon, County of Multnomah

SIGNED BEFORE ME 3rd day of January, 1989, personally appeared the above-named James R. Greiner & Barbara Greiner, who acknowledged the foregoing instrument to be their voluntary act.

[Signature]
Notary Public for Said State

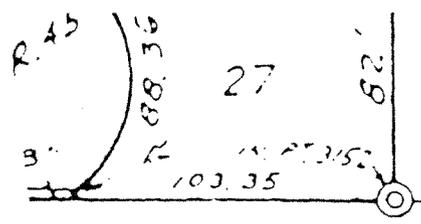
My Commission expires 2-10, 1992.

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

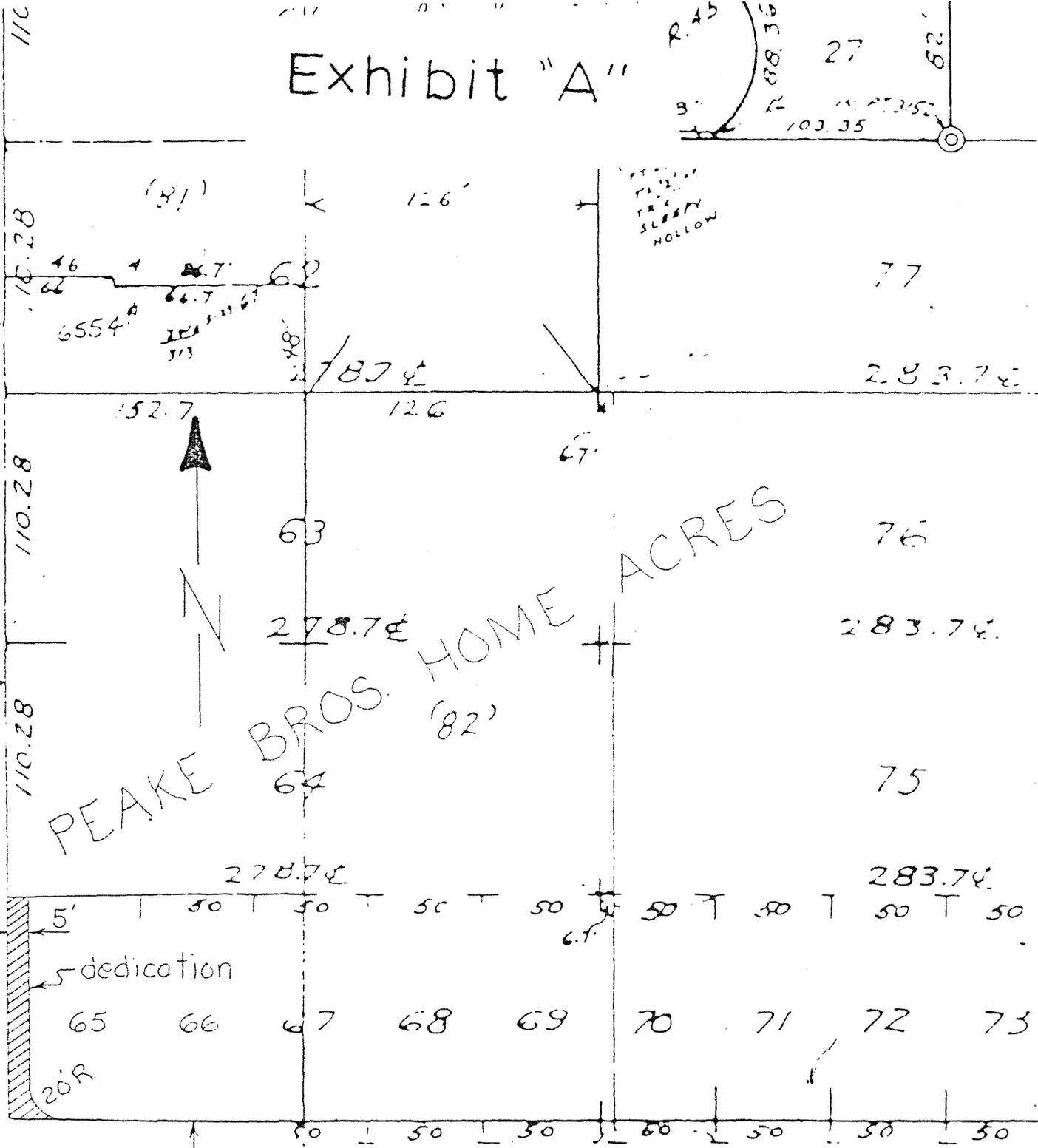
By: [Signature]
0531W/0927W

Exhibit "A"



S.E. 1/4

SE 192nd Ave. No. 1542



PEAKE BROS. HOME ACRES (82')

TRAIL
SLEEPY
HOLLOW

dedication

SE Stark St. No. 3317

S, E

February 16, 1989

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS • MULTNOMAH COUNTY, OREGON

RECORDING

ZONING

ENGINEERING ✓

ORDER ACCEPTING DEED FROM JAMES R. AND BARBARA GREINER ON SE 192nd AVE.,
County Road 1542, Item 88-392 R-2

Order #89-21

DEED TO BE RECORDED



Form CC-2

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

1989 MAR 31 AM 10:52
CLERK OF BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

February 16, 1989

RECEIVED FROM

JANE MCGARVIN

CLERK, BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

RECORDING ✓

ZONING

ENGINEERING

ORDER ACCEPTING DEED FROM JAMES R. AND BARBARA GREINER ON SE 192nd AVE.,
County Road 1542, Item 88-392 R-2

Order #89-21

DEED TO BE RECORDED

244 96

244 97

1989 MAR 31 10 45 AM
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
Jim Burns

PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

BOARD OF
COUNTY COMMISSIONERS

1989 APR - 4 PM 2:15

MULTNOMAH COUNTY
OREGON

117
5762



MULTNOMAH COUNTY OREGON

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

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

February 16, 1989

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

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held February 16, 1989, the following action was taken:

Request of the Director of Human Services for)
approval of Budget Modification DHS #33 reflect-)
ing additional revenues in the amount of \$529,234)
from actual FY 88-89 revenue contracts for)
weatherization services funded by USDOE/EXXON)
and LIEAP weatherization funds to Director's)
Office, Community Services, Materials & Services)
for pass through to Metropolitan Community)
Action, and a transfer of \$3,705 as a cash)
transfer from Indirect to F/S fund R-3)

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

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

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance

Budget Modification DHS # 33

(For Clerk's Use) Meeting Date
Agenda No.

2/16/89
R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR Feb. 16, 1989 (Date) FEB 2 1989

DEPARTMENT HUMAN SERVICES DIVISION DIRECTOR'S OFFICE
CONTACT BILL THOMAS TELEPHONE 248-3782
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD DUANE ZUSSY/BILL THOMAS

SUGGESTED

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

Budget Modification DHS # 33 requests to increase the Director's Office, Community Services M & S budget by \$532,939, including \$529,234 in pass through funds and \$3,705 in indirect costs, to reflect actual FY 88-89 revenue contract amounts for weatherization services. County's contract with Metropolitan Community Action (MCA) is being amended to reflect actual FY 87-88 carryover.
(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification DHS # 33 requests to increase the Director's Office Community Services Program budget in Materials and Services by \$529,234. This amount reflects actual FY 88-89 revenue contracts for weatherization services funded by USDOE/EXXON and LIEAP weatherization funds, including carryover in four contracts for the former CAAP and MCCA service areas initiated prior to July 1, 1988, as well as new revenue contracts which have begun during this fiscal year (including the calendar 89 LIEAP weatherization contract and several contract amendments for training and technical assistance which are presently being processed).

The Community Services Program budget was developed last spring before carryover from FY 87-88 and new FY 88-89 revenues were known for USDOE/EXXON and LIEAP weatherization revenue contracts. Estimated amounts were considerably less than actual carryover amounts. Carryover amounts for the CAAP service area are based on fiscal reports from MCA (to be subsequently confirmed by audit); carryover amounts for the MCCA service area are based on County Finance reports which were developed in consultation with former MCCA fiscal staff.

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

- Increase LIEAP weatherization by \$226,154, to total of \$619,029.
- Increase EXXON Oil Rebate funds by \$208,718, to total of \$808,565.
- Increase USDOE funds by \$94,362, to total of \$377,375.
- Increase County General Fund Transfer \$3,705.
- Increase the service reimbursement from the Fed/State fund to General Fund by \$3,705.

MULTIPLA COUNTY BOARD OF COUNTY COMMISSIONERS 1989 FEB -7 PM 5:00

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

(Specify Fund)	Contingency before this modification (as of _____)	\$ _____
	(Date)	
	After this modification	\$ _____

Originated By <u>William B. Manning</u>	Date <u>1/27/89</u>	Department Director <u>Duane Zussy (wz)</u>	Date <u>1/31/89</u>
Finance/Budget <u>Thomas D. Simpson</u>	Date <u>2/1/89</u>	Employee Relations	Date
Board Approval <u>Jane McFarwin</u>	Date <u>2/16/89</u>		

EXPENDITURE

TRANSACTION EB []		GM []	TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____				
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	010	0130		6060			\$529,234		Pass-through
		156	010	0130		7100			\$ 3,705		Indirect Costs
										\$532,939	M & S Subtotal
		100	010	0102		7608			\$ 3,705		Cash Transfer to F/S Fund

////////////////////////////////////
 TOTAL EXPENDITURE CHANGE ////////////////////////////////////// \$536.644 TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []		GM []	TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____				
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	010	0130		2073	\$392,875	\$619,029	\$226,154		LIEAP Weatherization
		156	010	0130		2076	\$599,847	\$808,565	\$208,718		EXXON Rebate Weatherization
		156	010	0130		2090	\$283,013	\$377,375	\$ 94,362		USDOE Weatherization
		156	010	0130		7601			\$ 3,705		County General Fund
		100	045	7410		6602			\$ 3,705		Svs Reim F/S to Gen. Fund

////////////////////////////////////
 TOTAL REVENUE CHANGE ////////////////////////////////////// \$536.644 TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
426 S.W. STARK, 7TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3782

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

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

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

FROM: Bill Thomas, Emergency Basic Needs Coordinator *Bill Thomas*

DATE: January 27, 1989

SUBJECT: Approval of Budget Modification for \$532,939 to Reflect Actual FY 88-89 Revenue Contracts for Weatherization Services

RECOMMENDATION: The Director's Office recommends approval of the attached Bud Mod DHS # 33 to increase the Director's Office, Community Services M & S budget by \$532,939, including \$529,234 in pass through funds and \$3,705 in indirect costs, to reflect actual FY 88-89 revenue contract amounts for weatherization services. The County's contract with Metropolitan Community Action (MCA) is being amended to reflect actual FY 87-88 carryovers for CAAP and MCCA.

ANALYSIS: Budget Modification DHS # 33 requests to increase the Director's Office Community Services Program budget in Materials and Services by \$529,234. This amount reflects actual FY 88-89 revenue contracts for weatherization services funded by USDOE/EXXON and LIEAP weatherization funds, including carryover in four contracts for the former CAAP and MCCA service areas initiated prior to July 1, 1988, as well as new revenue contracts which have begun during this fiscal year (including the calendar 89 LIEAP weatherization contract and several contract amendments for training and technical assistance which are presently being processed). The request increases LIEAP weatherization funds by \$226,154, to a total of \$619,029; increases EXXON Oil Rebate funds by \$208,718, to a total of \$808,565; and increases USDOE funds by \$94,362, to a total of \$377,375.

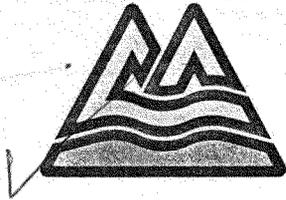
BACKGROUND: The Community Services Program budget was developed last spring before carryover from FY 87-88 and new FY 88-89 revenues were known for USDOE/EXXON and LIEAP weatherization revenue contracts. Estimated amounts were considerably less than actual carryover amounts. Carryover amounts for the CAAP service area are based on MCA fiscal reports (to be confirmed by audit); carryover amounts for the MCCA service area are based on County Finance reports, developed in consultation with former MCCA fiscal staff.

FY 88-89 LIEAP AND USDOE/EXXON WEATHERIZATION FUNDS

CONTRACT (SERVICE AREA)	FY 87-88 AMOUNT	EXPENDED 6/30/88	FY 88-89 CARRYOVER	FY 88-89 CONTRACT	FY 88-89 AMENDMENT	FY 88-89 TOTAL
LIEAP 88 (CAAP)	\$251,306	\$ 77,362	\$173,944			\$173,944
LIEAP 88 (MCCAA)	\$132,492	\$ 77,289	\$ 55,203			\$ 55,203
LIEAP 89 (COUNTY)				\$389,882*		\$389,882
TOTAL LIEAP FUNDS						\$619,029
EXXON 87-89 (CAAP)	\$969,562	\$367,816	\$601,746			\$601,746
EXXON 87-89 (MCCAA)	\$511,168	\$352,328	\$158,840		\$2,264	
					\$2,500*	
					\$1,050*	
subtotal						\$164,654
EXXON 88-89 (CAAP)				\$ 27,609		\$ 27,609
EXXON 88-89 (MCCAA)				\$ 14,556		\$ 14,556
TOTAL EXXON FUNDS						\$808,565
USDOE 87-89 (CAAP)	\$ 64,551	\$ 20,581	\$ 43,970			\$ 43,970
USDOE 87-89 (MCCAA)	\$ 34,032	\$ 26,417	\$ 7,615			\$ 7,615
USDOE 88-89 (CAAP)	\$			\$212,013	\$1,000	\$213,013
USDOE 88-89 (CAAP)	\$			\$111,777	\$1,000	\$112,777
TOTAL USDOE FUNDS						\$377,375

*Contract or amendment in process

118
5162



MULTNOMAH COUNTY OREGON

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

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

February 16, 1989

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

Dear Mr. Zussy:

Be it remembered, that at a meeting of the Board of County Commissioners held February 16, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental agreement with the State Health Division)
whereby State agrees to be responsible for all)
the research components of County's "Outreach)
and AIDS Prevention Education to IV Drug Users)
Research Demonstration Grant" from the National)
Institute of Drug Abuse, for period of Febru-)
ary 13 to August 31, 1989 R-4)

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

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Health

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date 2/16/89

Agenda No. 19-4

REQUEST FOR PLACEMENT ON THE AGENDA
RATIFICATION OF
Subject: INTERGOVERNMENTAL AGREEMENT

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

DEPARTMENT Dept of Human Services/
Office of County Chair DIVISION Health

CONTACT Jeanne Gould TELEPHONE 3406

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

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

Ratification of a \$101,065 intergovernmental agreement with State Health Division whereby State agrees to be responsible for all the research components of County's "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant" from the National Institute of Drug Abuse (NIDA). State will: conduct initial needs assessment; transmit all project research data to NIDA; provide County with on-going quality assurances and process evaluations; provide technical assistance in research design; assist in compiling progress reports required by NIDA; represent County in all research component negotiations with NIDA for period February 13, 1989 to August 31, 1989.

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

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER \$101,065 F/S Fund

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1989 FEB -7 PM 5:00

SIGNATURES:

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

BUDGET / PERSONNEL: Thomas J. Simpson

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

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

FROM: *Billie Odgaard Acting*
Billie Odgaard, Director
Health Services Division

DATE: January 27, 1989

SUBJECT: Intergovernmental Agreement With State Health Division

Recommendation: The Health Division and the Department of Human Services Recommend County Chair approval and County Board ratification of this \$101,065 Intergovernmental Agreement with the State Health Division for the period February 13, 1989 to August 31, 1989.

Analysis: The grant award to the County from the National Institute on Drug Abuse (NIDA) has a major research component in it. By this Agreement the State Health Division accepts the responsibility for all the research components of the grant (data research and analysis, report preparation, submission of reports to appropriate agencies, technical assistance, and ongoing study quality assurance, etc.). The contract is in sync with the grant award dates and the Division expects to renew it when the grant is renewed September 1, 1989.

Background: The Health Division has been awarded a grant from the National Institute on Drug Abuse for the period October 1, 1988 to August 31, 1990 aimed at intravenous drug users, their sexual partners, families, and others at risk of IV drug use. It is a three-year countywide multifaceted AIDS demonstration program. Educational content will vary to address specific cultural needs of different target subgroups. An outcome study will be conducted by the State Health Division to compare three approaches of risk reduction among intravenous drug users.

- a. The first approach emphasizes education about safer sex practices and ways of reducing risk of HIV infection from drug use, and provides information about options (e.g., treatment, avoiding the sharing of needles, and disinfecting needles.)
- b. The second approach includes the educational component used in the first approach, but also provides a series of behaviorally-oriented interventions designed to reduce the risk of HIV infections through sexual or blood contact.
- c. The third approach provides the education used in the first approach, but emphasizes treatment as the preferred intervention and provides easy access to drug treatment services.

Volunteers will be randomly assigned to each of the three approaches. Two hundred and forty (240) subjects will be assigned to the Education Emphasis Approach Group, 240 to the Behavioral Emphasis Group, and 240 to the Treatment Emphasis Group.

DATE SUBMITTED _____

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

REQUEST FOR PLACEMENT ON THE AGENDA
RATIFICATION OF
Subject: INTERGOVERNMENTAL AGREEMENT

CLR OF PD
+ BCC

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

DEPARTMENT Dept of Human Services/
Office of County Chair DIVISION Health

CONTACT Jeanne Gould TELEPHONE 3406

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

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

Ratification of a \$101,065 intergovernmental agreement with State Health Division whereby State agrees to be responsible for all the research components of County's "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant" from the National Institute of Drug Abuse (NIDA). State will: conduct initial needs assessment; transmit all project research data to NIDA; provide County with on-going quality assurances and process evaluations; provide technical assistance in research design; assist in compiling progress reports required by NIDA; represent County in all research component negotiations with NIDA for period February 13, 1989 to August 31, 1989.
(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER \$101,065 F/S Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL: _____ / _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

FY 88-89

TYPE I

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

Amendment to above, Number _____ (Original Contract Amount _____)

TYPE II

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

Amendment to above, Number _____ (Original Contract Amount _____)

Contact Person KENNEDY Phone 3674 Date 1-27-89

Department HUMAN SERVICES Division HEALTH Bldg/Room 160/8

Description of Contract State accepts responsibility for all research components of the "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant" (NIDA GRANT).

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name State Health Division (HIV Program)

Mailing Address 1400 SW Fifth Avenue
Portland, OR 97201

Phone 229-5497

Employer ID# or SS# -0-

Effective Date February 13, 1989

Termination Date August 31, 1989

Total Amount of Agreement \$ 101,065

Payment Terms

- Lump Sum \$ _____
- Monthly \$ 14,437.86
- Other \$ _____

Requirements contract-requisition required

Purchase Order No. _____

Required Signatures:

Department Head _____ Date _____

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel _____ Date _____

Budget Office _____ Date _____

County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P O	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
			m m d d y y	m m y y	y y	<input type="checkbox"/> Original Entry (E) <input type="checkbox"/> Adjustment (M)					
VENDOR CODE		VENDOR NAME				TOTAL AMOUNT	\$				
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
		156	010	0320		6110		0362		\$ 101,065.	
										\$	
										\$	
										\$	



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
CAROLINE MILLER • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: *Billi Ødegaard*
Billi Ødegaard, Director
Health Services Division

DATE: January 27, 1989

SUBJECT: Intergovernmental Agreement With State Health Division

Recommendation: The Health Division and the Department of Human Services Recommend County Chair approval and County Board ratification of this \$101,065 Intergovernmental Agreement with the State Health Division for the period February 13, 1989 to August 31, 1989.

Analysis: The grant award to the County from the National Institute on Drug Abuse (NIDA) has a major research component in it. By this Agreement the State Health Division accepts the responsibility for all the research components of the grant (data research and analysis, report preparation, submission of reports to appropriate agencies, technical assistance, and ongoing study quality assurance, etc.). The contract is in sync with the grant award dates and the Division expects to renew it when the grant is renewed September 1, 1989.

Background: The Health Division has been awarded a grant from the National Institute on Drug Abuse for the period October 1, 1988 to August 31, 1990 aimed at intravenous drug users, their sexual partners, families, and others at risk of IV drug use. It is a three-year countywide multifaceted AIDS demonstration program. Educational content will vary to address specific cultural needs of different target subgroups. An outcome study will be conducted by the State Health Division to compare three approaches of risk reduction among intravenous drug users.

- a. The first approach emphasizes education about safer sex practices and ways of reducing risk of HIV infection from drug use, and provides information about options (e.g., treatment, avoiding the sharing of needles, and disinfecting needles.)
- b. The second approach includes the educational component used in the first approach, but also provides a series of behaviorally-oriented interventions designed to reduce the risk of HIV infections through sexual or blood contact.
- c. The third approach provides the education used in the first approach, but emphasizes treatment as the preferred intervention and provides easy access to drug treatment services.

Volunteers will be randomly assigned to each of the three approaches. Two hundred and forty (240) subjects will be assigned to the Education Emphasis Approach Group, 240 to the Behavioral Emphasis Group, and 240 to the Treatment Emphasis Group.

RESEARCH SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the _____ day of _____, 1989, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the State of Oregon acting by and through HEALTH DIVISION (hereinafter referred to as "STATE").

W I T N E S S E T H:

WHEREAS, COUNTY is in receipt of a grant for "Outreach and AIDS Prevention Education to IV Drug Users" from the National Institute on Drug Abuse (NIDA) for the period September 30, 1988 through August 31, 1991; and

WHEREAS, COUNTY's Health Division requires services which STATE is capable of providing, under terms and conditions hereinafter described; and

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

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

1. Term.

The term of this Agreement shall be from February 13, 1989, to and including August 31, 1989 unless sooner amended or terminated under the provisions in paragraphs 6.

2. Subject to Availability of Funds.

Both parties agree that this Contract is subject to the availability of federal funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may renegotiate payment and service requirements, or terminate this Agreement. Reduction or termination will affect payment for allowable expenses prior to the effective date of such action.

3. Services.

A. STATE's services under this Agreement shall consist of the following:

1. Assume responsibility for all research components of Multnomah County's "Outreach and AIDS Prevention Education to IV Drug Users Research Demonstration Grant." (NIDA Identification #1936002309A7 P2015)

2. Conduct and compile a preliminary needs assessment as described on pages 16-19 of the Outreach and AIDS Prevention Education Grant document.

3. In a timely fashion, transmit all data provided by COUNTY or NIDA forms, Outreach Contact and Screener form, AIA, and AFA to the National Institute on Drug Abuse.

4. Provide monthly reports to COUNTY outlining information required by COUNTY for ongoing quality assurance and process evaluation.

5. Provide technical assistance in area of research design and process to COUNTY operations staff.

6. Assist in compilation of all progress reports required by National Institute on Drug Abuse.

7. Represent COUNTY in all negotiations with National Institute on Drug Abuse which involve research components of the Outreach and AIDS Prevention Project including any required out-of-state meetings.

8. Compose in a timely fashion research-related components of the continuation grant application required for second year funding.

4. Compensation.

A. COUNTY agrees to pay STATE a maximum of \$101,065 for the performance of those services provided hereunder, and budgeted on Attachment B, and by this reference made part of this Agreement.

B. STATE will send to COUNTY three (3) expenditure and revenue reports (Attachment A). The first report for period February 1, 1989 through March 31, 1989 will be submitted no later than April 28, 1989. The second report for period April 1, 1989 through June 30, 1989 will be submitted no later than August 31, 1989. The third report for period July 1, 1989 through August 31, 1989 will be submitted no later than September 29, 1989.

C. COUNTY will advance to STATE \$14,437.86 per month (one-seventh of Agreement amount). Final payment will be reconciled to STATE'S actual expenditures identified in the "total" column of the September 29, 1989 expenditure report.

D. Expenses not reported on the final report will be the sole responsibility of STATE.

E. Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to this Agreement, in accordance with generally accepted accounting principles.

F. All financial records, including but not limited to books, invoices, and statistical records and supporting documents pertinent to this Agreement shall be retained for three years from the date of expiration or termination of this Agreement. If, however, any audit questions remain unresolved at the end of this three year period, all records must be retained until final resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

G. STATE agrees to use and maintain accounting policies, practices and procedures, and cost allocations consistent with generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time.

H. Any budget changes by STATE must be prepared, submitted, and approved by COUNTY prior to STATE'S implementation.

I. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

J. COUNTY will send monthly payments to: Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97207.

5. Contractor Is Independent Contractor.

A. STATE is an independent contractor and is solely responsible for the provision of services as provided under this Agreement. STATE, its agents, and employees shall not be considered employees or agents of COUNTY for any purpose.

B. STATE shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

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

6. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties or at such a time as the parties provide; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Crossing fiscal year.

C. Payment to STATE will be based upon actual expenditures and encumbrances through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

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

E. Any notice provided for in this Agreement shall be served upon COUNTY by delivery to Director, Health Division, 426 SW Stark, 8th Floor, Portland, Oregon 97204 and upon State by delivery to Manager, Fiscal Services Section, Oregon State Health Division, P.O. Box 231, Portland, Oregon 97202.

7. Litigation

STATE shall give COUNTY immediate notice in writing of any action or suit filed and prompt notice of any claim made against STATE or by any subcontractor or vendor which in the opinion of STATE may result in litigation related in any way to this Agreement.

8. Audits

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

9. Program Reporting

A. STATE agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY. STATE agrees to, and does hereby grant COUNTY the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this Agreement.

10. Recovery of Funds

A. STATE expenditures may be charged to this Agreement only if they are: 1) in payment for services performed under this Agreement; 2) performed in conformance with applicable COUNTY regulations and statutes; 3) are in payment of an obligation incurred during this Agreement's term; and 4) are not in excess of 100% of allowable program costs. Any refunds to COUNTY resulting from audits of STATE'S program shall be the sole responsibility of STATE. STATE agrees to make such payments within ten working days of receipt of formal notice of disallowance of Agreement expenditures.

B. Any funds spent for purposes not authorized by this Agreement shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after this Agreement's expiration or after notification by COUNTY.

C. Upon early termination, STATE agrees to transfer back to COUNTY any unexpended and unobligated funds.

11. Property Management

All capital equipment purchased with federal funds is property of COUNTY and/or the federal government. STATE shall meet the following procedural requirements for all such property:

A. Capital Equipment is defined as an expenditure for an item with a purchase price in excess of \$500 and with a life expectancy greater than one year. It is necessary to itemize all capital equipment by cost and description. If additional space is needed for capital equipment, record the total outlay on Line 3 of the expenditure and report form and attach an addendum to the report.

B. Property records shall be maintained accurately and provide for a description of the property, manufacturer's serial number, acquisition date and cost, and location of the property.

C. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of the property shall be investigated and fully documented.

D. Adequate maintenance procedures shall be implemented to keep the capital equipment in good condition.

12. Withholding of Contract Payments

Notwithstanding any other payment provision of this Agreement, failure of STATE to submit required reports when due, or failure to perform or document the performance of Contracted services, may result in the withholding of payments under this Agreement. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to STATE. Such withholding of payment for cause, may continue until STATE submits required reports, performs required services, or establishes, to COUNTY's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of STATE.

13. Compliance to Law.

A. In connection with its activities under this Agreement, STATE agrees to comply with all applicable federal, state, and local laws including but not limited to laws, rules, and regulations concerning equal employment opportunity, nondiscrimination in service delivery, and affirmative action.

14. Workers' Compensation Insurance

STATE shall obtain Workers' Compensation coverage for all its workers and employees, either as a carrier insured employer or a self-insured employer as provided by ORS Chapter 656, prior to the execution of this Agreement. STATE further agrees to maintain such coverage for the duration of this Agreement.

15. Oregon Law and Forum.

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

16. Waiver of Default.

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

17. Audit of Payments.

COUNTY either directly or through a designated representative may audit the records of STATE at any time during the three year period from the date of completion or termination of this Agreement. This audit shall only be directed to services provided by STATE and payments provided by COUNTY under terms of this Agreement. If an audit discloses that payments to STATE were in excess of the amount to which STATE was entitled, STATE shall repay the amount of excess to COUNTY. Repayment shall be made in a manner specified by COUNTY.

18. Record Confidentiality.

STATE agrees to keep all COUNTY client records confidential in accordance with the applicable provisions of state law.

19. Assignment.

This Agreement may not be assigned by STATE without prior written consent of COUNTY.

20. Modification.

A. Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

21. Integration.

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

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

OREGON STATE HEALTH DIVISION

MULTNOMAH COUNTY, OREGON

By _____
Kristine Gebbie, Administrator

By _____
Gladys McCoy, Multnomah County Chair

Date _____

Date _____

By _____
Business Manager/Fiscal Officer

HEALTH DIVISION

By Wayne Prather Acting Dir
for Billi Odgaard, Director

Date _____

Date 1-27-89

HEALTH DIVISION

By Jeanne Spared
Program Manager

Date 1/27/89

APPROVED AS TO FORM:

Laurence Kressel
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel

Date _____

MULTNOMAH COUNTY
EXPENDITURE AND REVENUE REPORT

ATTACHMENT A

		YEAR TO DATE		
A	EXPENDITURES		HEALTH DIV.	TOTAL
1	Personal Services (Sal & OPE)			
2	Services and Supplies			
3	Capital Outlay (list item & cost)			
	TOTAL EXPENDITURES			

		YEAR TO DATE		
B	REVENUES		HEALTH DIV.	TOTAL
1	MULTNOMAH COUNTY Health Division Reimbursement			
2	Fees _____/Contributions _____			
3	3rd Party Insurance			
4	Medicaid			
5	County General Funds			
6	Other Local Funds (Identify)			
	TOTAL REVENUES			

C. CERTIFICATE

I certify that the revenues reported were authorized for use by the agency in support of this program and that the expenditures and encumbrances reported are true and correct to the best of my knowledge and belief.

PREPARED BY _____

PHONE _____

AUTHORIZED AGENT _____

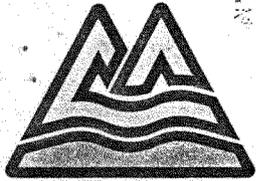
DATE _____

NIDA Grant
Oregon State Health Division

ATTACHMENT B

	Salary	Fringe	TOTAL
Personnel	49,526	18,243	67,769
Program Coordinator - 7 months	21,293	7,517	
Research Analyst 3 - 7 months	14,796	5,590	
Secretary - 7 months	8,958	3,424	
Clerical Specialist/Data Entry - 7 months (.5 FTE)	4,479	1,712	
In State Travel			800
Out of State Travel			3,300
1 trip to San Francisco, 2 people	1,500		
2 trips to Wash., D.C., 1 person	1,800		
Supplies			3,100
Office Supplies	600		
Word Perfect	195		
DBase III Plus	355		
SPSS with graphics	1,200		
SASS software	750		
Contractual			3,000
Computer programming			
Other			23,096
Printing	1,000		
Insurance	308		
Rent	3,268		
Postage and Freight	400		
Communication services	2,811		
Staff development/training	600		
General Services service charge	604		
Other funds charge	805		
Duplication/Copy Center services	720		
80386 computer with 80mb hard disk	4,800		
IBM-PC clone	1,269		
Computer tables (2)	376		
HP Laserjet II printer	1,531		
Lap top PC-Zenith 184-2	1,899		
2 Desks	900		
3 Chairs	675		
2 File cabinets	325		
2 Bookcases	278		
Calculator	185		
3 Telephones	180		
Telephone installation	162		
TOTAL			101,065

118
5162



MULTNOMAH COUNTY OREGON

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

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

February 16, 1989

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

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held February 16, 1989, the following action was taken:

Request of the Director of Justice Services for)
approval of Budget Modification DJS #17 making an)
appropriation transfer in the amount of \$11,400)
within Office of Women's Transition Services from)
Professional Services to other Material & Service)
line items (\$7,600) and Capital Outlay Equipment)
(\$3,800) for a computer R-5)

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

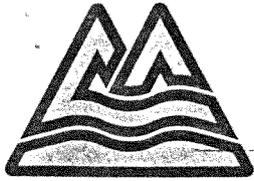
ORDERED that said request be approved, and budget modification be implemented.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUSTICE SERVICES
1120 S.W. FIFTH AVENUE
ROOM 1500, THE PORTLAND BUILDING
PORTLAND, OREGON 97204
(503) 248-3701

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Commissioner Gladys McCoy, County Chair
Commissioner Pauline Anderson
Commissioner Rick Bauman
Commissioner Polly Casterline
Commissioner Gretchen Kafoury

FROM:  John E. Angell
Director

DATE: January 30, 1989

SUBJECT: Budget Modification (DJS #17) OF OWTS BUDGET

The Office of Women's Transition Services is requesting modification of the budget to provide for the purchase of specific items for female offenders.

The Budget of this program originally included no line item expenses (all funds were allocated to professional services). During the last 6 months, the program has developed specific services for female offenders transitioning from jail and/or on probation at risk of returning to jail. These activities have required the allocation of funds to various line items for the purchase of specific items and services for female offenders. These items include:

- transportation (bus tickets , bus passes)
- food (emergency supplies to supplement available community emergency food until women receive food stamps)
- clothing (minimal needs for job search, basic needs etc.)
- supplies (includes medical supplies not covered by welfare or other insurance)

These expenses do not change the program budget. This change reallocates monies within this budget to cover expenses estimated for the current fiscal year.

We are also requesting allocation of \$3,800 in equipment. This would cover the purchase of computer hardware and software for this program. This program has no equipment allocation, and start up equipment has all been borrowed or donated for use by program staff. The computer equipment would be purchased for word processing, client record keeping and program evaluation.

0238Jttm:bjh

February 16, 1989

RECEIVED FROM JANE McGARVIN
BOARD OF COUNTY COMMISSIONERS . MULTNOMAH COUNTY, OREGON

Planning & Budget

Budget Modification DJS #17 R-5



PLEASE SIGN & RETURN THIS RECEIPT TO COMMISSIONERS OFFICE

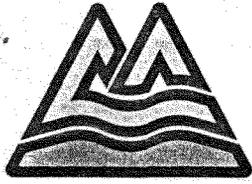
BOARD OF
COUNTY COMMISSIONERS

1989 MAR 31 PM 3:19

MULTNOMAH COUNTY
OREGON



118
5162



MULTNOMAH COUNTY OREGON

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

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

February 16, 1989

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

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held February 16, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental agreement between the City of Riverside)
Police Department and Riverside County Sheriff's)
Department, California and Multnomah County)
(District Attorney's Office and Sheriff's Office;))
Drug Enforcement Administration, Oregon; Oregon)
State Police; United States Attorney for the)
District of Oregon; Clackamas County Sheriff's)
Office; Portland Police Department; Washington)
County Sheriff's Department) in conducting a)
federally sponsored Network Investigation)
Project, for period October 1, 1988 to March 31,)
1989 R-6)

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

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget Finance
 Purchasing District Attorney

DATE SUBMITTED 2-6-89

(For Clerk's Use)
Meeting Date 2/16/89
Agenda No. A-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement

Informal Only* _____
(Date)

Formal Only February 16, 1989
(Date)

DEPARTMENT Justice Services DIVISION District Attorney

CONTACT Kelly Bacon TELEPHONE 248-3105

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

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

Ratification of intergovernmental agreement which joins Riverside, CA and law enforcement agencies in Multnomah County conducting a federally sponsored Network Investigation Project.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

- General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *John S. Angelle*

BUDGET / PERSONNEL *see attached* /

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *see attached*

OTHER _____
(Purchasing, Facilities Management, etc.)

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

RECEIVED BY
COUNTY COMMISSIONER
1989 FEB - 7 PM 5:01
MULTNOMAH COUNTY
OREGON

INTERGOVERNMENTAL AGREEMENT
ORGANIZED CRIME NARCOTICS TRAFFICKING
ENFORCEMENT NETWORK INVESTIGATION PROJECT

PARTIES

Pursuant to ORS 190.010 and California Government Code §6500 et seq. (Joint Powers Agreements), MULTNOMAH COUNTY ORGANIZED CRIME NARCOTICS TRAFFICKING ENFORCEMENT TASK FORCE (Multnomah OCN Task Force)

and

RIVERSIDE ORGANIZED CRIME NARCOTICS TRAFFICKING ENFORCEMENT TASK FORCE (Riverside OCN Task Force) agree as follows:

RECITALS

1. The Multnomah OCN Task Force is comprised of: a) the Multnomah County, Oregon District Attorney's Office, b) the Multnomah County, Oregon Sheriff's Office, c) the Clackamas County, Oregon Sheriff's Office, d) the Washington County, Oregon Sheriff's Office, e) the Portland, Oregon Police Department, f) the Oregon State Police, g) the Federal Drug Enforcement Agency and h) the United States Attorney's Office for the District of Oregon.

2. The Riverside OCN Task Force is comprised of: a) the Riverside, California Police Department, b) the Riverside County, California Sheriff's Department, c) the Riverside County, California District Attorney's Office, and d) the Federal Drug Enforcement Agency.

3. The Multnomah OCN Task Force has filed an application for funds with the Bureau of Justice Assistance of the United States Department of Justice to aid in the investigation and arrest of major narcotics traffickers. ^{identified under Multnomah OCN Task Force} These funds are available as grants through the Anti-Drug Abuse Act of 1986 to ^{Investigation} implement a Network Program through a cooperative program with ^{No. OCN 31.} the member agencies of the Multnomah OCN Task Force and the Riverside OCN Task Force.

4. This project will be funded entirely by a grant from the Institute from Intergovernmental Research (IIR).

5. The grant amount applied for is \$28,575.

6. The applicant is Multnomah County, Oregon.

7. The participating agencies shall establish a joint task force to implement this Network Program. This joint task force shall be known as the Multnomah/Riverside Organized Crime

Narcotic Trafficking Enforcement Network Task Force
(Multnomah/Riverside OCN Task Force).

8. The Multnomah/Riverside OCN Task Force shall create a Control Group to engage in managerial functions for the Task Force, as set out in the Terms and Conditions below *to carry forward the integrated aspects of OCN 31.*

9. Participating agencies shall submit requests for reimbursement of expenditures for approval to the Control Group.

IN CONSIDERATION of mutual promises set out below, the parties agree to the following:

TERMS AND CONDITIONS

Joint Task Force

1. The parties agree to form a joint task force to be known as the Multnomah/Riverside OCN Task Force.

Control Group

2. The parties agree to create a Control Group comprised of the following command level persons:

- a) A member of the Multnomah County District Attorney's Office;
- b) A member of the Multnomah County Sheriff's Office;
- c) A member of the Portland Police Department;
- d) A member of the Riverside Police Department;
- e) A member of the Riverside County Sheriff's Department;
and
- f) A member of the California Bureau of Narcotics Enforcement.

- g) A member of the DEA Portland office;*
- h) A member of the DEA Riverside office.*

Control Group Authority.

3. The Control Group shall have the following authority:

- a) To approve of the case plan for the investigation by the Multnomah/Riverside OCN Task Force.
- b) To approve requests for disbursements from the grant fund by member agencies.

- c) To make key decisions critical to the management of case investigation strategies and activities.

All actions by the Control Group shall be by unanimous vote except an action to terminate the participation of a Control Group member which can be made by a majority of the members (i.e. four members).

4. Working Funds. The parties agree to provide the necessary funds to implement this Agreement and to seek reimbursement from the grant fund.
5. Termination of participation. The parties agree that participation in this multi-agency investigative effort is voluntary. Any agency may withdraw from this Agreement after providing written notice to all participating agencies at least 10 days in advance of the withdrawal.
6. Insurance. Each agency agrees to provide workers' compensation, liability, automobile and other insurance coverage for its own employees consistent with its employment policies.
7. Asset forfeitures. Each agency agrees all proceeds realized from asset forfeitures made by the Multnomah/Riverside OCN Task Force shall be divided equally between the Multnomah County OCN Task Force and the Riverside OCN Task Force. The sharing of assets within the two OCN Task Forces will be determined by each OCN Task Force Control Group and will comply with any Intergovernmental Agreements in existence between Task Force members.
8. Reimbursements. All requests for reimbursement of expenses shall be submitted for approval to the Control Group.
9. Disbursements. All expenditures which have been approved by the Control Group shall be forwarded to the Multnomah OCN Task Force for payment at: 1021 SW 4th Avenue, Room 600, Portland, Oregon 97204.
10. Cooperation Requirement. The parties agree to cooperate with the Multnomah County, Oregon District Attorney's Office in following procedures relating to case management, reporting requirements, fiscal guidelines and other appropriate policies as adopted by the Control Group and as consistent with the IIR and federal program guidelines. Failure to cooperate may result in no reimbursement for expenses.
11. Term. The term of this Agreement shall be from October 1, 1988 to March 31, 1989.

IN WITNESS WHEREOF the parties hereto have caused this Interagency agreement to be duly executed on the day and year first above written.

MULTNOMAH COUNTY ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

MULTNOMAH COUNTY CHAIR

Gladys McCoy

MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE

By Michael Schrank

Title District Attorney

CLACKAMAS COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

DRUG ENFORCEMENT ADMINISTRATION, OREGON

By Larry West

Title RAC Portland

MULTNOMAH COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

OREGON STATE POLICE

By _____

Title _____

PORTLAND POLICE DEPARTMENT

By _____

Title _____

UNITED STATES ATTORNEY FOR THE DISTRICT OF OREGON

By _____

Title _____

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

RIVERSIDE ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

RIVERSIDE POLICE DEPARTMENT

By L. L. Robinson

Title Police Chief

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

By W. Byrd

Title Sheriff

IN WITNESS WHEREOF the parties hereto have caused this Interagency agreement to be duly executed on the day and year first above written.

MULTNOMAH COUNTY ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

MULTNOMAH COUNTY CHAIR

MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE

By Michael D. Strank
Title District Attorney

DRUG ENFORCEMENT ADMINISTRATION, OREGON

By Larry Mestry
Title RAC Portland

OREGON STATE POLICE

By L. B. Brandon
Title Supt.

UNITED STATES ATTORNEY FOR THE DISTRICT OF OREGON

By _____
Title _____

CLACKAMAS COUNTY SHERIFF'S DEPARTMENT

By _____
Title _____

MULTNOMAH COUNTY SHERIFF'S DEPARTMENT

By _____
Title _____

PORTLAND POLICE DEPARTMENT

By _____
Title _____

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

By _____
Title _____

RIVERSIDE ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

RIVERSIDE POLICE DEPARTMENT

By L. C. Richardson
Title Police Chief

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

By W. Byrd
Title Sheriff

IN WITNESS WHEREOF the parties hereto have caused this Interagency agreement to be duly executed on the day and year first above written.

MULTNOMAH COUNTY ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

MULTNOMAH COUNTY CHAIR

MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE

By _____

Title _____

DRUG ENFORCEMENT ADMINISTRATION, OREGON

By _____

Title _____

OREGON STATE POLICE

By _____

Title _____

UNITED STATES ATTORNEY FOR THE DISTRICT OF OREGON

By _____

Title _____

CLACKAMAS COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

MULTNOMAH COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

PORTLAND POLICE DEPARTMENT

By Richard O. Walker

Title Chief of Police

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

RIVERSIDE ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

RIVERSIDE POLICE DEPARTMENT

By C. L. Richardson

Title Police Chief

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

By [Signature]

Title Sheriff

IN WITNESS WHEREOF the parties hereto have caused this Interagency agreement to be duly executed on the day and year first above written.

MULTNOMAH COUNTY ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

MULTNOMAH COUNTY CHAIR

MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE

By _____

Title _____

DRUG ENFORCEMENT ADMINISTRATION, OREGON

By _____

Title _____

OREGON STATE POLICE

By _____

Title _____

UNITED STATES ATTORNEY FOR THE DISTRICT OF OREGON

By [Signature]

Title USA

CLACKAMAS COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

MULTNOMAH COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

PORTLAND POLICE DEPARTMENT

By _____

Title _____

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

RIVERSIDE ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

RIVERSIDE POLICE DEPARTMENT

By [Signature]

Title Police Chief

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

By [Signature]

Title Sheriff

IN WITNESS WHEREOF the parties hereto have caused this Interagency agreement to be duly executed on the day and year first above written.

MULTNOMAH COUNTY ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

MULTNOMAH COUNTY CHAIR

MULTNOMAH COUNTY DISTRICT
ATTORNEY'S OFFICE

By _____

Title _____

DRUG ENFORCEMENT
ADMINISTRATION, OREGON

By _____

Title _____

OREGON STATE POLICE

By _____

Title _____

UNITED STATES ATTORNEY
FOR THE DISTRICT OF OREGON

By _____

Title _____

RIVERSIDE ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

RIVERSIDE POLICE DEPARTMENT

By C. L. Richardson

Title Police Chief

CLACKAMAS COUNTY SHERIFF'S
DEPARTMENT

By [Signature]

Title Sheriff

MULTNOMAH COUNTY SHERIFF'S
DEPARTMENT

By _____

Title _____

PORTLAND POLICE DEPARTMENT

By _____

Title _____

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

By [Signature]

Title Sheriff

IN WITNESS WHEREOF the parties hereto have caused this Interagency agreement to be duly executed on the day and year first above written.

MULTNOMAH COUNTY ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

MULTNOMAH COUNTY CHAIR

MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE

By _____

Title _____

DRUG ENFORCEMENT ADMINISTRATION, OREGON

By _____

Title _____

OREGON STATE POLICE

By _____

Title _____

UNITED STATES ATTORNEY FOR THE DISTRICT OF OREGON

By _____

Title _____

CLACKAMAS COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

MULTNOMAH COUNTY SHERIFF'S DEPARTMENT

By Fred B. Pearce

FRED B. PEARCE
Title Sheriff

PORTLAND POLICE DEPARTMENT

By _____

Title _____

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

RIVERSIDE ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

RIVERSIDE POLICE DEPARTMENT

By C. L. Richardson

Title Police Chief

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

By W. Byrd

Title Sheriff

IN WITNESS WHEREOF the parties hereto have caused this Interagency agreement to be duly executed on the day and year first above written.

MULTNOMAH COUNTY ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

MULTNOMAH COUNTY CHAIR

MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE

By _____

Title _____

DRUG ENFORCEMENT ADMINISTRATION, OREGON

By _____

Title _____

OREGON STATE POLICE

By _____

Title _____

UNITED STATES ATTORNEY FOR THE DISTRICT OF OREGON

By _____

Title _____

RIVERSIDE ORGANIZED CRIME NARCOTICS TRAFFICKING TASK FORCE, by its member agencies:

RIVERSIDE POLICE DEPARTMENT

By C. L. Richardson

Title Police Chief

CLACKAMAS COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

MULTNOMAH COUNTY SHERIFF'S DEPARTMENT

By _____

Title _____

PORTLAND POLICE DEPARTMENT

By _____

Title _____

WASHINGTON COUNTY SHERIFF'S DEPARTMENT

By [Signature]

Title William R. Probstfield, Sheriff
Charles D. Cameron, County Administrator

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

By [Signature]

Title Sheriff

APPROVED WASHINGTON COUNTY BOARD OF COMMISSIONERS
MINUTE ORDER # 88-468
DATE 12-26-88
BY [Signature]
CLERK OF THE BOARD

APPROVED AS TO FORM
[Signature]
County Counsel for
Washington County, Ore.

DRUG ENFORCEMENT
ADMINISTRATION, CALIFORNIA

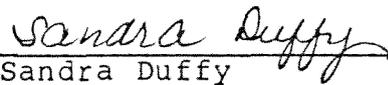
By 
Title RAC

RIVERSIDE COUNTY DISTRICT
ATTORNEY'S OFFICE

By 
Title D.A.

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY OREGON

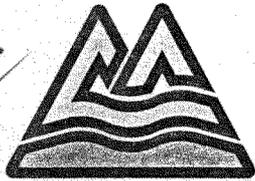
By 
Sandra Duffy
Assistant County Counsel

APPROVED AS TO FORM:

CITY OF RIVERSIDE


Carolyn Confer
Assistant City Attorney

118
5/16/2



MULTNOMAH COUNTY OREGON

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

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

February 16, 1989

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

Dear Mr. Angell:

Be it remembered, that at a meeting of the Board of County Commissioners held February 16, 1989, the following action was taken:

In the matter of ratification of an intergovern-)
mental agreement between Multnomah County)
Sheriff's Office and the United States Marshals)
Service in the amount of \$500,000, providing for)
Federal participation in funding local govern-)
mental jail construction (Multnomah County Inver-)
ness Jail), and includes a per diem rate for)
Marshal prisoners held at County facility, for)
period October 1, 1988 to September 30, 2003) R-7

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

ORDERED that said intergovernmental agreement be ratified.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By Jane McGarvin
Jane McGarvin
Clerk of the Board

jm
cc: Budget
Finance
Purchasing
Sheriff's Office

DATE SUBMITTED 2-6-89

(For Clerk's Use)
Meeting Date 2/16/89
Agenda No. B-7

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement

Informal Only* Feb. 14, 1989
January 17, 1989
(Date)

Formal Only February 16, 1989
January 19, 1989
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Assistant Sheriff Skipper/Richard Showalter, Manager, Fiscal Unit TELEPHONE 255-3600

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

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

Ratification of intergovernmental agreement between Multnomah County Sheriff's Office and the United States Marshals Service in the amount of \$500,000 (cooperative agreement number 07-65-88). Agreement provides for Federal participation in funding local governmental jail construction (Multnomah County Inverness Jail). Also included is agreement for per diem rate for Marshal prisoners held at County facility.

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
- General Fund
- Other _____

RECEIVED
COUNTY COMMISSIONER
1989 FEB - 1 PM 5:01
MULTNOMAH COUNTY
OREGON

RECEIVED
FEB 03 1989
DEPARTMENT OF JUSTICE SERVICES

[Handwritten signature]
See signature on attached memo
Sandra G. Duffy
Agreed on District

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____

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

OTHER _____
(Purchasing, Facilities Management, etc.)

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



Multnomah County Sheriff's Office

FRED B. PEARCE
SHERIFF

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

(503) 255-3600

RECEIVED
FEB 03 1989

MEMORANDUM

DEPARTMENT OF
JUSTICE SERVICES

TO: GLADYS MCCOY, Board Chair
Multnomah County, Oregon

FROM: FRED B. PEARCE, Sheriff *Fred B. Pearce*

DATE: January 5, 1989

SUBJECT: U. S. MARSHAL'S CONTRACT

Attached is the U. S. Marshal contract for the \$500,000 CAP funds for the Inverness Jail and the agreement for the 20 additional beds.

This document has already been reviewed by County Counsel and signed by me. Could you please place on the Board agenda?

Also attached is the 31 bed year-to-year contract. Thank you.

/ww/1727E



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM
(See instructions on reverse side)

TYPE I

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

TYPE II

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

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Amendment # _____ to Contract # _____
(Original Contract Amount _____)

Contact Person Assistant Sheriff, Bob Skipper Phone 248-5088 Date 01-10-89

Department Sheriff's Office Division Corrections Bldg/Room _____

Description of Contract Contract to house Federal Government prisoners. Cooperative agreement plan (CAP) for MCIJ-construction-financial assistant.

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

Reviewed For MBE FBE Participation Contractor is MBE FBE

Contractor Name U.S. Marshals Service
Prisoner Operations Division
Mailing Address 600 Army Navy Dr. Suite 1090
Arlington, VA 22202-4210
Phone _____
Employer ID# or SS# _____
Effective Date October 1, 1988
Termination Date September 30, 2003
Total Amount of Agreement \$ NA

Payment Terms
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract-requisition required
Purchase Order No. _____

Required Signatures:

Department Head Fred Rowe ⁴⁶ Date _____
Purchasing Director _____ Date _____
(Type II Contracts Only) Sarana Duff
County Counsel Signed by [Signature] Date 1-17-89
Budget Office [Signature] Date 2/1/89
County Executive/Sheriff _____ Date _____

TRANSACTION CODE	P.O.	AGENCY	PO DATE	ACCOUNTING PERIOD	BUDGET FY	ACTION					
VENDOR CODE						VENDOR NAME	TOTAL AMOUNT	\$			
LINE NO.	CONTRACT NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC/DEC IND
	<u>201089</u>	156	020	3955						\$	
		100	020	4301		REV	2004			\$	
										\$	
										\$	

1. AGREEMENT NUMBER <u>J-E65-M-352</u>		2. EFFECTIVE DATE <u>10 / 01 / 88</u>		3. REQUISITION/PURCHASER/REQUEST NO. <u>0131-E65-85</u>		4. CONTROL NO.	
5. ISSUING OFFICE UNITED STATES MARSHALS SERVICE PRISONER OPERATIONS DIVISION 600 ARMY NAVY DRIVE, SUITE 1090 ARLINGTON, VA 22202-4210				6. GOVERNMENT ENTITY NAME AND ADDRESS (Street, city, county, State and ZIP code) Multnomah County Jail 1021 S.W. 4th Avenue Portland, Oregon 97204		FACILITY CODE(S)	
7. APPROPRIATION DATA 15X1020				Contact Person : Robert Skipper, Assistant Sheriff Area Code & Telephone No. ► (503) 248-5088			
8. ITEM NO.	9. SUPPLIES/SERVICES			10. QUANTITY	11. UNIT	12. UNIT PRICE	13. AMOUNT
	This Agreement is for the housing, safekeeping and subsistence of adult male and female federal prisoners in accordance with the contents set forth herein. 20 X 365 (15 Yrs.) - See Art. IV 31 X 365 (Year-to-Year)			ESTIMATED USMS PRISONER DAYS/YR.		FIXED RATE	ESTIMATED ANNUAL PAYMENT
				7,300	PDs	\$97.55	\$ 712,115.00
				11,315	PDs	\$97.55	\$1,103,778.25
				18,615			\$1,815,893.25
14. AGENCY CERTIFYING To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.				15. NAME AND TITLE OF PERSON(S) AUTHORIZED TO SIGN OFFER <u>Fred B. Pearce</u> Date <u>1-10-89</u> (Signature) FRED B. PEARCE MULTNOMAH COUNTY SHERIFF Name (Type or Print) Title _____ (Signature) Date _____ Name (Type or Print) Title			
16. TYPE OF USE <input type="checkbox"/> Hold Over <input checked="" type="checkbox"/> Regular Support <input type="checkbox"/> Seasonal Support <input type="checkbox"/> Other		17. PRISONER TYPE TO BE INCLUDED UNSENTENCED SENTENCED <input checked="" type="checkbox"/> Adult Male <input type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Juvenile Female <input type="checkbox"/> Aliens <input type="checkbox"/> Work Release <input type="checkbox"/> YCA Male <input type="checkbox"/> YCA Female		19. This Negotiated Agreement is Hereby Approved and Accepted for THE UNITED STATES OF AMERICA BY DIRECTION OF THE DIRECTOR OF THE UNITED STATES MARSHALS SERVICE BY <u>J B Enders</u> (SIGNATURE OF CONTRACTING OFFICER)			
18. LEVEL OF USE <input type="checkbox"/> Minimum <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Major		20. ANTICIPATED ANNUAL USAGE UNSENTENCED SENTENCED ALIENS TOTAL No. of Prisoners <u>600</u> _____ _____ <u>600</u> Prisoner Days <u>18,615</u> _____ _____ <u>18,615</u> Guard Hours _____ _____ _____		21. NAME OF AUTHORIZING OFFICIAL (Type or Print) JOSEPH B. ENDERS		22. DATE SIGNED 12 / 14 / 88	

PRIOR EDITIONS ARE OBSOLETE AND ARE NOT TO BE USED

Approved as to form. Sandra Duffey Asst Co Counsel

CONTRACT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

J-E65-M-352

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ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal and binding relationship between the U.S. Marshals Service and other federal user agencies (the Federal Government) and Multnomah County, Oregon (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Multnomah County Jail (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with state and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government.
3. The Local Government agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

ARTICLE III - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal may only be released to a U.S. Marshal or an agent specified by the U.S. Marshal of the Judicial District.
3. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical or emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE IV - PERIOD OF PERFORMANCE AND BEDSPACE GUARANTEE

This Agreement shall remain in effect for a period of fifteen (15) years after CAP Agreement Project No. 7-65-88 is completed. During this time period, the Local Government agrees to provide twenty (20) spaces for Federal user agencies each day and an additional thirty-one (31) spaces on a year-to-year basis, until terminated in writing by either party. After the fifteen (15) year period provided for in the above mentioned CAP Agreement (for 20 spaces) is completed, the Agreement shall remain in effect indefinitely until terminated or suspended in writing by either party. Such termination or suspension shall be accomplished by giving written notice to the U.S. Marshal and the affected user agency.

CONTRACT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

J-E65-M-352

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Such notice will be provided 30 days in advance of the effective date of formal termination and at least two weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of federal prisoners.

ARTICLE V - PER-DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per-diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period or as provided for in an approved annual operating budget for detention facilities.
2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of the Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.
3. The rate covers One (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.
4. When a rate increase is desired, the Local Government shall submit a written request to the U.S. Marshal at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the U.S. Marshal. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the U.S. Marshal.
5. Criteria used to evaluate the increase or decrease in the per-diem rate shall be those specified in the federal cost standards for contracts and grants with State and Local Governments issued by the Office of Management and Budget.
6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a Marshals Service Contracting Officer. The effective date will be established on the first day of a month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the U.S. Marshal.
7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Commerce.

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshal
620 Southwest Main Street
Portland, Oregon 97205

Phone: (503) 221-2209

CONTRACT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

J-B65-M-352

4 of 5

2. To constitute a proper monthly invoice, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate, and the total amount billed (total days multiplied by the rate per day) shall be listed). The name, title, complete address and phone number of the Local Official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. The date of the check issued in payment shall be considered to be the date payment is made.

ARTICLE VII - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the Marshals Service to furnish excess federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the Marshals Service and shall be returned to the custody of the Marshals Service upon termination of the agreement.

2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of U.S. Marshals Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.

4. The dollar value of property provided each year will not exceed the annual dollar payment made by the Marshals Service for prisoner support.

ARTICLE VIII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the U.S. Marshals Service contracting officer and submitted to the Local Government on form USM 241a for approval.

2. Disputes, questions or concerns pertaining to this agreement other than CAP and bed space guarantees and per diem rates will be resolved between the U.S. Marshal and the appropriate local official. Unresolved issues to include guaranteed detention space provided for in the CAP Agreement or on an annual basis are to be directed to the Chief, Prisoner Operations Division, U.S. Marshals Service Headquarters.

CONTRACT SCHEDULE
(SUPPORT OF U.S. PRISONERS)

J-E65-M-352

5 of 5ARTICLE IX - INSPECTION AND TECHNICAL ASSISTANCE

1. The Local Government agrees to allow periodic inspections of the facility by U.S. Marshals Service Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services.
2. The Marshals Service will endeavor to provide or acquire technical training and management assistance from other federal, state or local agencies or national organizations upon the request of the facility administrator.

UNITED STATES DEPARTMENT OF JUSTICE
UNITED STATES MARSHALS SERVICE

INTERGOVERNMENTAL COOPERATIVE AGREEMENT NUMBER 07-65-88

This Agreement is entered into between the United States Marshals Service and MULTNOMAH COUNTY, OREGON, in accordance with the terms and conditions of Articles I through XI and Schedules A, B and C attached hereto.

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

UNITED STATES MARSHALS SERVICE

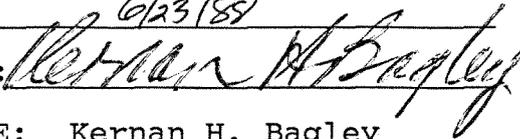
COUNTY OF MULTNOMAH, OREGON

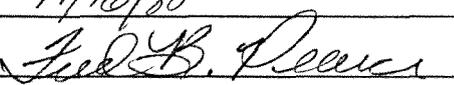
SIGNATURE: 
TYPED NAME: Howard Safir
TITLE: Associate Director for Operations

SIGNATURE: _____
TYPED NAME: Gladys McCoy
TITLE: Commissioner
Board of County Commissioner

ADDRESS: One Tysons Corner Center
McLean, Virginia 22102

ADDRESS: 1021 S.W. 4th Avenue
Portland, Oregon 97204

DATE: 6/23/88
SIGNATURE: 
TYPED NAME: Kernan H. Bagley
TITLE: United States Marshal

DATE: 11/16/88
SIGNATURE: 
TYPED NAME: Fred B. Pearce
TITLE: Multnomah County Sheriff

ADDRESS: 420 U.S. Courthouse
620 Southwest Main Street
Portland, Oregon 97205
DATE: _____

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

APPROVED AS TO FORM:

 10-31-88
ASSISTANT COUNTY COUNSEL

ARTICLE I

PURPOSE

The purpose of this Cooperative Agreement is to establish a legal relationship between the United States Marshals Service (USMS) and MULTNOMAH COUNTY, OREGON (COUNTY). This Agreement is predicated upon the Federal government's requirement for detention space and services and the local government's provision of such services. All articles and schedules of this Agreement are binding upon the execution of this Agreement by both parties.

ARTICLE II

ASSURANCES

The Cooperative Agreement provides for Federal participation in the funding of local governmental jail construction, renovation or improvement programs. A local government receiving Federal funds is required to assure and certify that it will, as a condition of receiving the funds, comply with applicable Federal laws and regulations governing Grants and Cooperative Agreements. By acceptance of this Agreement the COUNTY so assures and certifies it will comply with the provisions, guidelines, regulations, and laws listed in Schedule A of this Agreement.

ARTICLE III

COOPERATIVE AGREEMENT PLAN (CAP)

- A. Negotiations between the COUNTY and the USMS have resulted in a formulation of a Cooperative Agreement Plan which is incorporated as Schedule B of this Agreement.
- B. Requests for modifications, deletions or additions to Schedule B may be made by the recipient's submission of a formal written request to the Associate Director for Operations, USMS, or his designee who must approve all changes in writing.
- C. The recipient has verified and ensures that all project(s) specified on Schedule B meet applicable state and local laws, standards, policies, procedures or court orders governing or established for a detention facility.

- D. It is the responsibility of the recipient to plan, initiate, and oversee the completion of the project(s); to prepare quarterly progress reports and periodic requests for payments; to certify the accuracy of contractor and vendor billings; to ensure the cost efficient and timely completion of projects; and to immediately notify the U.S. Marshal in writing of any issues or problems real or anticipated which might affect the successful completion of the project(s) within the time frame and cost ceilings established in Schedule B.
- E. It is the responsibility of the U.S. Marshal or his designee to make monthly on-site inspections of the project(s) underway; to review and certify interim and final payment requests submitted by the recipient; to ensure that CAP funding ceilings are not exceeded; and to provide USMS Headquarters with written recommendations on any proposed changes or modifications to this Agreement.

ARTICLE IV

FUNDING LEVEL

- A. The USMS will provide Federal funding in an amount not to exceed \$500,000.00 for the project(s) listed on Schedule B from the Support of U.S. Prisoners Appropriation.
- B. The COUNTY accepts responsibility for all costs associated with the project(s) which exceed the level of Federal funding provided.
- C. Funds specified and approved for one project shall not be transferred to another project or be used for any other purpose unless authorized by a written modification to this Agreement issued by the Associate Director for Operations or his designee.

ARTICLE V

SERVICE AND SPACE GUARANTEE

- A. The COUNTY agrees to accept and provide detention space and services for thirty-one (31) Federal prisoners each day upon the request of the U.S. Marshal from the date of acceptance of this

Agreement until the completion of the projects listed on Schedule B.

- B. The COUNTY agrees to accept and provide detention space and services for twenty (20) Federal prisoners each day upon the request of the U.S. Marshal at the Multnomah County Detention facilities for a period of fifteen (15) years commencing on the date of completion of all projects listed on Schedule B and the fulfillment of payments by the USMS; and the COUNTY will provide an additional thirty-one (31) beds on a year-to-year basis, with an option for cost changes in accordance with Federal Cost and Pricing Standards, until terminated in writing by either party.
- C. The Intergovernmental Agreement (IGA) for the housing of Federal prisoners will remain in effect through the period specified in Article VB, and indefinitely thereafter until terminated in writing by either party.
- D. Per diem payments provided for in the IGA will continue to be negotiated in accordance with Federal Cost and Pricing Standards. The local government agrees to negotiate with the USMS in good faith and accept a jail day rate which is fully supported by actual and allowable jail operating costs. It is understood that county-wide indirect cost plans and costs of local law enforcement and local court support cost are not allowable for the computation of jail day rates.

ARTICLE VI

FINANCIAL PROVISIONS

- A. The USMS will obligate and reserve the total amount of funds established under this Agreement. Requests for reimbursement for work completed will be drawn up by the recipient on a Standard Form 270 (Request for Advance or Reimbursement) and submitted along with a CAP Reimbursement Detail Sheet to the U.S. Marshal for review and certification. Payment to the recipient will be made by the U.S. Marshal only after the prior review and written authorization by the Chief, Operations Support Division. Payments may only be issued to the recipient rather than vendors or contractors.
- B. The recipient certifies that all requests for payment submitted shall be supported by valid invoices which are in accordance with the projects authorized in Schedule B of this Agreement and

subject to on-site inspection by the U.S. Marshal and his designee. Copies of paid invoices shall be clearly marked with the appropriate CAP project number they are charged to and maintained in CAP project files by the recipient. All such documentation shall be made available for review upon the request of the U.S. Marshal, USMS Headquarters, or a Federal audit agency.

- C. The recipient certifies that no request for payment will be submitted for work, materials or services which have been previously funded from Federal funds from any other source.
- D. The recipient will maintain such books, records, documents, evidence, and accepted accounting procedures and practices which will accurately reflect all costs relating to this Agreement for a period of at least three years following completion of all the projects and final payment. All such documents will be subject to periodic on-site review as deemed necessary by the U.S. Marshal, USMS Headquarters staff, and Federal audit agencies.
- E. The recipient agrees to comply with the audit requirements of OMB Circular A-128, entitled "Audits of State and Local Governments," and agrees to:
 - (1) Submit an original and one copy of the audit report to the cognizant Federal agency within 30 days after the audit.
 - (2) Submit a copy of the audit report to the following Department of Justice Regional Audit Office.

San Francisco Regional Audit Office
Department of Justice
525 Market Street, Room 3522
San Francisco, California 94105-2705

- (3) Provide copies of the audit transmittal letter to the following addressees:
 - (a) Office of Justice Programs
Department of Justice
633 Indiana Avenue N.W.
Washington, D.C. 20531

(b) U.S. Marshals Service
Operations Support Division
600 Army Navy Drive
Arlington, Virginia 22202-4210

- F. Audit reports must be submitted annually from period of initial award of the CAP Agreement until all the work authorized in Schedule B is completed and reimbursements from the USMS are received. Failure to furnish an acceptable audit as determined by the cognizant agency may be a basis for withholding or denial of future Federal funds.

ARTICLE VII

DISPUTES

All questions of interpretation of any or all parts of this Agreement shall be first addressed and resolved by negotiation between the representative(s) of the COUNTY and the Chief, Operations Support Division. Any disputes not resolved will be referred to the Associate Director for Operations and the Sheriff of the COUNTY.

The Director, USMS, will be the final deciding official in all disputes concerning this Agreement, unless otherwise disposed of in a court of law.

ARTICLE VIII

STOP WORK

- A. The Associate Director for Operations or his designee may issue and the COUNTY will accept a written order to hold or Stop Work on one or more projects funded under this Agreement for a period of 30 days. Such orders will be issued pursuant to sufficient cause, such as reason to believe work is being performed outside of the terms of Schedule B or for financial improprieties found during a monitoring inspection or voucher and records review.
- B. A Stop Work Order may be continued, cancelled or reissued as an order of termination.
- C. The COUNTY is responsible for any costs incurred after the issuance of a Stop Work Order unless such work, material, equipment or services were purchased prior to the issuance of the Stop Work Order and delivery cannot be cancelled.

ARTICLE IX

TERMINATION

- A. This Agreement may be terminated in-full or in-part by the COUNTY at any time prior to the completion of the project(s) listed in Schedule B provided that all Federal funds received for the project(s) by the COUNTY are refunded in full to the USMS. All termination notices shall be made in writing by the COUNTY to the Associate Director for Operations.
- B. This Agreement may be terminated by the USMS at any time prior to the completion of the project(s) listed in Schedule B. Such terminations may be the result of the failure of the recipient to start or complete a project in accordance with Schedule B or for a violation of the Agreement. All termination notices shall be made in writing by the Associate Director for Operations to the recipient.
- C. This Agreement shall not be terminated by either party after the completion of all projects and the issuance of final payment by the USMS unless by mutual agreement.

ARTICLE X

BREACH OF AGREEMENT

- A. In the event detention space and services are not provided to the level guaranteed, unless as a result of fire, riot or other act of God or other emergency acceptable to the USMS, the COUNTY will reimburse the USMS for all funding provided by this Agreement, and for all costs associated with the relocation of Federal prisoners to another facility including any jail costs over and above the rate paid to the COUNTY.
- B. The provision of Article XA will be exercised by the USMS only after violation(s) of the provisions for guaranteed space has been established, and negotiations between the USMS and recipient have not resulted in a mutually acceptable resolution and a written notice of Breach of Agreement has been issued by the Associate Director for Operations.

ARTICLE XI

REPORTS

- A. A progress report shall be submitted within ten days of the close of each quarter by the recipient to the U.S. Marshal. A progress report format is provided at Schedule C.
- B. A final CAP report shall be submitted by the recipient at the completion of all projects which reflects the date of completion, final costs, and includes a statement that the Cooperative Agreement is completed.
- C. Failure to submit quarterly progress reports may be interpreted as non-compliance with this Agreement.

The Participant hereby assures and certifies compliance with the below listed regulations, policies, guidelines, and requirements including OMB Circular A-87, A-102, and A-128 as they relate to the Project.

1. It possesses legal authority to apply for the grant, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to execute this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those that have family, businesses or other ties.
8. It will give the grantor agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102.
10. It will comply with the audit provisions of OMB Circular A-128 (Audits of State and Local Governments) and copies of each annual audit report shall be submitted to the appropriate cognizant agency and Department of Justice Regional Audit Office. The reports are to cover the period from initial award of the CAP Agreement until all the work authorized in Schedule B is completed and reimbursement from the USMS received.
11. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
12. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition

12. (cont'd) purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal Financial Assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
13. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.0) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

UNITED STATES MARSHALS SERVICE
SCHEDULE B
COOPERATIVE AGREEMENT PLAN

CAP AGREEMENT NO. 07-65-88 PREPARED BY Carol Vizzuto, USMS ESTIMATED START DATE: 4/1/88
 FACILITY Multnomah County Inverness Jail GOVT. UNIT Multnomah County ESTIMATED COMPLETION DATE: 12/31/88

PROJECT NO.	PROJECT DESCRIPTION	USMS FUNDING CEILING	ATTACHMENT NUMBER
007-65-88 PP	Construction of a new jail *USMS funding toward an overall jail construction cost of approximately \$4.7M	\$500,000.00*	

This schedule reflects the final Cooperative Agreement Projects and their maximum allowable funding ceilings which have been negotiated and approved by the U.S. Marshals Service. Attachments (as required) will show how the work will be accomplished, details of the negotiations, detailed project descriptions, plans, specifications and quotations.

ACCEPTED BY: JB Enders
SIGNATURE

4/15/88
DATE

ACCEPTED BY: Fred B Pearce
SIGNATURE

11/16/88
DATE

JOSEPH B. ENDERS, CHIEF
OPERATIONS SUPPORT DIVISION
UNITED STATES MARSHALS SERVICE

FRED B. PEARCE, SHERIFF
MULTNOMAH COUNTY
PORTLAND, OREGON 97230

SCHEDULE C

RECIPIENT QUARTERLY CAP PROGRESS REPORT

INSTRUCTIONS: It is the responsibility of the recipient facility to prepare a CAP progress report quarterly for the projects(s) shown below which have been authorized in the CAP Agreement. The contractor should xerox additional copies of the report for future quarterly submission. If additional space is needed, this report can be continued on plain white bond paper. The completed report should then be submitted to the local U.S. Marshal who will review and forward it to the USMS Headquarters. If you have any questions or need additional guidance, please contact the Chief, Program Administration Branch, USMS on (703) 285-1285.

1. Facility Name: Multnomah Co Inverness Jail 2. USMS CAP Agreement No. 07-65-88

3. CAP Project Number	Description	Funding Ceiling
007-65-88 PP	Construction of a new jail	\$500,000.00
TOTAL		\$500,000.00

4. Work Start Date: _____ 5. Estimated Completion Date: _____

6. Funding Status:

	Funds Approved	Funds Oblig. to date	Balance Remaining
a. Local funds			
b. USMS funds	\$500,000.00		
c. Total (a+b)			

7. Latest estimate of total cost \$ _____ (If the cost estimate differs from the funds approved in item 6 above, please provide written justification as well as an explanation of how the additional funds required will be obtained.)

8. Progress to Date _____

9. Problems Noted (i.e., need for modifications, delays anticipated, etc.) _____

PREPARED BY: _____
(name and title)

SIGNATURE: _____ DATE: _____

REVIEWED BY: _____ DATE: _____
U.S. Marshal



MULTNOMAH COUNTY OREGON

118-119
J/62

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

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

February 16, 1989

Ms. Gladys McCoy, Chair of the Board
1021 SW Fourth, Room 134
Portland, OR

Dear Ms. McCoy:

Be it remembered, that at a meeting of the Board of County Commissioners held February 16, 1989, the following action was taken:

In the matter of Acceptance of the Report From)	
the Multnomah County Advisory Committee for)	RESOLUTION
Oregon Tourism Alliance Visitor Attractions)	#89-22
Proposals	R-8)

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

ORDERED that said Resolution be adopted.

In other business, David Beem spoke regarding the need for more services and funding of programs for homeless people in Multnomah County and the State of Oregon.

Later in the meeting, the Board took testimony regarding Item R-8 from the following:

Bob Sitton, 5216 SW Hamilton St., representing the Artists Initiative for Contemporary Art Collection, one of the nominees, requested the Board award \$50,000 to the Museum, as requested rather than the \$30,000 as awarded. The additional \$20,000 would be used for travel to the studios of the artist. He further explained their proposal.

In response to Commissioner McCoy's question, Chris Moir, Commissioner Casterline's staff assistant, stated that Phil Thompson stated on Tuesday that \$220,000 was being awarded, and he feels Multnomah County's share is \$280,000. Ms. Moir discussed various options for awarding additional funds, and indicated that there is a clause in the report that if there are any additional lottery dollars, funds should be added to projects to get them up to their

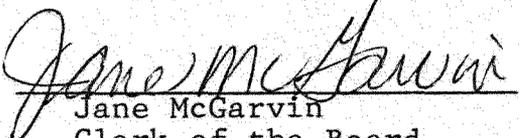
original funding request. In response to questions, she will be drafting a letter for the Board's approval to OTA that if additional lottery funds are received, funds be added to bring the proposals to their original grant request.

Jane McGarvin, Clerk of the Board, stated she had received a letter from the Alliance for Portland Progress, in support of the Northwest Rail Museum request.

Mary Beth Wilson, Assistant Manager of Oaks Amusement Park, said they were not chosen for funding, and said she has submitted reduced figures as the Committee requested. She also has been in touch with the Community Corrections office who has put together a program of assistance at the Park.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS

By 
Jane McGarvin
Clerk of the Board

jm
cc: Commissioner Casterline

DATE SUBMITTED Feb. 14, 1989

(For Clerk's Use)

Meeting Date _____

Agenda No. _____

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Oregon Tourism Alliance Visitor Attractions Advisory Committee Recommendations

Informal Only* _____
(Date)

Formal Only Feb. 16, 1989
(Date)

DEPARTMENT Non-Departmental

DIVISION Polly Casterline, Multnomah County

CONTACT Chris Moir

Board of Commissioners Dist. 4
TELEPHONE 248-5443

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Chris Moir

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

Accept the Report of the Visitor Attractions Advisory Committee and recommend the Report to the Oregon Tourism Alliance Visitor Attractions Committee for further consideration.

UNANIMOUS CONSENT

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

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

-General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Christie Moir for

BUDGET / PERSONNEL Polly Casterline

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

OTHER _____

(Purchasing, Facilities Management, etc.)

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

BOARD OF
 COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1989 FEB 14 AM 11:54

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Acceptance)
of the Report From The)
Multnomah County Advisory) RESOLUTION
Committee for Oregon Tourism)
Alliance Visitor Attractions)
Proposals)

WHEREAS, Multnomah County, a member of The Oregon Tourism Alliance; and

WHEREAS, Multnomah County Board of Commissioners established an Advisory Committee to review all Visitor Attractions proposals submitted to Multnomah County; and

WHEREAS, this Advisory Committee has in its representative membership, members from jurisdictions of the Oregon Tourism Alliance located in Multnomah County: The Port of Portland, The City of Portland, The Metropolitan Service District, and Multnomah County; and,

WHEREAS, in establishing this committee, Ordinance #609, stated "(the committee) shall make a written report to the Board of County Commissioners. The report shall identify projects that strengthen the OTA's multi-county tourism development. The report shall describe the feasibility, desirability and respective priority of each application based on the criteria in the OTA's 'Project Selection Criteria';" and,

THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners adopts the report and recommends it to the Oregon Tourism Alliance Visitor Attractions Committee for further consideration. (adoption)

THEREFORE BE IT FURTHER RESOLVED THAT, the Multnomah County Board of Commissioners expresses their thanks to the Advisory Committee for their work.

Adopted this _____ day of _____, 1989

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

BY _____
Gladys McCoy, Chair

*original mem
R-8
2-16-89*

OREGON TOURISM ALLIANCE ADVISORY COMMITTEE
FOR VISITOR ATTRACTIONS
TO MULTNOMAH COUNTY BOARD OF COUNTY COMMISSIONERS
February 10, 1989

The Oregon Tourism Alliance Advisory Committee for Visitor Attractions to the Multnomah County Board of County Commissioners consists of the following members: Karen Whitman representing METRO, Suzanne Whitfield representing the Port of Portland, Phil Thompson representing the City of Portland, and Chris Moir, Multnomah County.

The endeavor of the following report is to comply with the directive in Ordinance #609 that states: (The committee) "shall make a written report to the board of County Commissioners. The report shall identify projects that strengthen the OTA's multi-county tourism development. The report shall describe the feasibility, desirability and respective priority of each application based on the criteria in the OTA's "Project Selection Criteria," a copy of which is attached to this report."

The criteria was carefully evaluated and weighted. Each member deliberated, and brought the results back to committee where the final determination was made.

The Committee selected six project finalists to be submitted to the Multnomah County Board of Commissioners for approval. These projects will then be the basis for a recommendation to the Oregon Tourism Alliance Visitor Attractions Development Committee.

Multnomah County's Advisory Committee decided not to rank order the proposals, instead they attached dollar amounts to the proposals intended for submission.

The finalists include:

THE 1992 PORTLAND FRIENDSHIP FLOTILLA
A Proposal for 1992 Trade Fair of Ships
Recommended Funding \$50,000

This proposal consists of a "mini World's Fair" concept, a "1992 Trade Fair of Ships," a flotilla of refitted freighters from countries from the Pacific Rim to dock together at the seawall of the Tom McCall Waterfront Park and to be, themselves and their contents, the scene of a summer Trade Fair in 1992. This will coincide with the 1992 Bicentennial of Captain Gray's exploration of the Columbia River.

The Friendship Flotilla will tie into the efforts of all cities along the Columbia River that will be creating their own festivities for the occasion (all are OTA counties).

The \$50,000 will fund a Management Consultant at \$15,000 and a Feasibility Consultant at \$30,000 to \$35,000.

The concept has substantial backing from the business community in Portland.

METROPOLITAN WILDLIFE REFUGE SYSTEM
Recommended Funding \$30,000

The Portland Audubon Society has received a challenge grant from the Fred Meyer Charitable Trust in the amount of \$116,000 to establish a Metropolitan Wildlife Refuge System. Working with local park departments, the project will consist of the development of signs, brochures, maps and other informational materials that will highlight the natural resources enjoyed in the metropolitan area. Given the lack of finances within the park departments (primarily Multnomah County and City of Portland), this public-private partnership is necessary to leverage resources.

The \$30,000 in funding will be used to create and promote a 40 mile Loop. Monies will be used to fund signage, the production of maps and brochures and to leverage foundation grant monies received thus far.

The project will enhance and be in harmony with efforts to sell Portland, Multnomah County and the OTA Region. There is broad public support for wildlife-oriented activities and the project will capitalize on that support. There is also support for parks and natural areas, which is an integral focus of the project.

NORTHWEST RAIL MUSEUM
Recommended Funding \$70,000

The Northwest Rail Museum Project has the potential to become a destination attraction for both local residents and visitors throughout the region. It is a project that is not only complimentary to the Oregon Convention Center, it is also complimentary to efforts throughout the OTA Region.

This project is far enough in the development stage to identify the amount of jobs it will create, as well as being one of the only "indoor attractions" in Oregon. It strongly addresses all the OTA criteria. The proponents are networking with many other OTA Counties.

Northwest Rail Museum Continued

The proponents have asked the Regional Strategies Fund for \$4,640,000. However, they were able to identify \$70,000 to be requested from lottery dollars. This would include \$30,000 for establishing an exhibit theme, and \$40,000 to be applied to an engineering contract.

ARTISTS' INITIATIVE FOR A CONTEMPORARY ART MUSEUM
Recommended Funding \$30,000

This proposal, in the development stages, is an Artists' Initiative for a Contemporary Art Collection will be the first artist-initiated, artist-controlled contemporary art collection in the United States. This is being made possible through the cooperation of the artists' profession, which this initiative represents.

"The impact of such a collection would be to increase the attractiveness of our urban environment for the enjoyment of both residents and visitors. The excitement of contemporary art would be a stimulating addition to the city's educational offerings, enhancing the awareness of the vital culture that surrounds us."

A total of 25 internationally known artists have been contacted and have agreed in principal to place works in the museum. Many works will be on loan, and some will be donated. Eventually proponents would like to purchase all works.

\$30,000 would go to the continuation of solicitation of works for the museum as well as support services for that effort.

The following projects are intended for recommendation to the Marketing Committee.

GRESHAM CHAMBER OF COMMERCE BROCHURE
Recommended Funding \$20,000

This proposal to reproduce a brochure is straight forward in it's effort to connect areas in the region. While it centers heavily on East Multnomah County, it is far reaching and effective.

\$20,000 is for a reprint of 100,000 brochures.

MT. HOOD JAZZ WEEK MARKETING
Recommended Funding \$20,000

Jazz Week will be a unique activity sponsored by the Gresham area Chamber of Commerce in conjunction with Mt. Hood Festival of Jazz. Jazz Week is sponsored separately from the Festival but enhances that event.

Until now, Jazz Week has been promoted only within the local Gresham area. The Chamber now wants to expand its marketing efforts and increase the attendance and revenues from Jazz Week activities.

This project is now in existence, has a substantial following, and the marketing component would be self-sustaining after initial funding. The Chamber is prepared to provide administrative coordination and absorb the additional administrative costs of the expanded program.

The success of Jazz Week is well known in the Gresham area. In 1988 Ten restaurants participated, including a three night roving event featuring jazz at the Gresham area restaurants. It also includes a free jazz concert in the Gresham City Park; a run; a walk and volksmarch; the Troutdale Windjam (an arts, crafts and jazz fair); and a jazz round robin.

The \$20,000 will be used as follows:

\$5,000 for Marketing Materials
\$5,000 for Direct Mailing
\$10,000 for advertising, banners and brochures

The final recommendation from the Advisory Committee would be to have the Board of County Commissioners write a letter of support to the Oregon Tourism Alliance to:

- 1) In the event that more lottery dollars are available, a percentage of those dollars would be applied to Multnomah County's proposed projects.
- 2) A support statement from Commissioners concerning OMSI, and the Native American Cultural Center and Linneman Station for alternative funding when and if those monies are available.

2/16/89

Regarding Northwest Rail
Museum application
for lottery money;

I do not wish to speak
unless there is a
question but, if it is
appropriate, I'd like
to add this letter
of support which came
after our proposal
was submitted.

Mary Weaver
Secretary
Board of Directors

Suite 1015
Cascade
Building
520
SW Sixth
Portland
OR 97204
Area Code
503
224-8684

*Rec at meeting
2/16/89
JM*

ASSOCIATION FOR PORTLAND PROGRESS

February 8, 1989

Officers

Edmund P. Jensen
President

Ronald B. Gould
President-Elect

Robert H. Huntington
Treasurer

Ruth E. Scott
Secretary
Executive Director

Board of Directors

Marty Brantley
Serge D'rovencourt
William S. Findlay
Robert Frasca
Douglas A. Goodman
Judith K. Hofer
Darret J. Hume
Melvin Mark, Jr.
Sol Menashe
Robert J. Middlemas
William S. Naito
Patrick R. Prendergast
Ronald K. Ragen
R.M. "Mick" Schafbuch
William C. Scott, Jr.
Fred A. Stickel
Thomas J. Usher

Past Presidents

Robert Wallace
C. Howard Burnett
John L. Schwabe
Ward V. Cook
Melvin Mark, Jr.
William S. Naito
R.M. "Mick" Schafbuch

Ed Immel
Northwest Rail Museum
P.O. Box 19342
Portland, OR 97219

Dear Mr. Immel:

I am writing on behalf of the Union Station Task Force. We are a group interested in the best utilization of the Union Station property. This seems to be an ideal location for a Railroad Museum, adjoining the historic Union Station Train Depot and still have active passenger and freight lines. This is also a unique window of opportunity for the establishment of such a facility, due to the fact that the Portland Development Commission now owns the Station and some 30 acres of adjoining property. Furthermore, PDC can assist by providing land and site improvements and can assure supportive and complimentary development of surrounding uses for the Railroad Museum.

We have reviewed the development plans for Union Station and the Feasibility Study for the Railroad Museum and believe the project is well conceived. We support your application for State Lottery funds, through the Regional Strategies Program, and are anxious to move forward now to develop this attraction to help support the Oregon Convention Center, which is currently under construction.

Sincerely,


George Azumano
Chairman
Union Station Task Force

Board of Commissioners

February 16, 1989

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5/62

David Beem requested the County fund programs for disabled in the way of jobs, transportation, as well as homeless people .

DISABLED PERSONS

Disabled Person Committee:

More services are needed in districts and counties which would include better funding, better transportation for the handicapped and better paying jobs. Homeless people should also be included in these needs. We should also workout programs to better assist all people.

David Beem

Board of Commissioners

February 16, 1989

120
5162



Commissioner Helen (Polly) Casterline
died at her home on this date.

Flags were lowered to half-staff at all county facilities until her memorial service on Monday, February 20, 1989.

Commissioner Casterline was first elected as Commissioner, East District in November, 1986, to fill the remainder of the term when Commissioner Gordon Shadburne resigned, and was elected to a full term in November, 1988.