



Multnomah County Oregon

# Board of Commissioners & Agenda

connecting citizens with information and services

REVISED 10/15/07

## BOARD OF COMMISSIONERS

### Ted Wheeler, Chair

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

### Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: [district1@co.multnomah.or.us](mailto:district1@co.multnomah.or.us)

### Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: [district2@co.multnomah.or.us](mailto:district2@co.multnomah.or.us)

### Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: [district3@co.multnomah.or.us](mailto:district3@co.multnomah.or.us)

### Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600  
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Phone: (503) 988-5213 FAX (503) 988-5262

Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)

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## OCTOBER 18, 2007 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Executive Session
Pg 2	9:30 a.m. Opportunity for Public Comment
Pg 3	9:30 a.m. Presentation of Leadership Recognition Award to the Multnomah County Deferred Compensation Plan
Pg 3	9:35 a.m. Proclamation Declaring the Week of October 21, 2007 Save for Retirement Week in Multnomah County
Pg 4	10:05 a.m. Resolution Approving Purchase of Real Property, Located at 18430-18510 SE Stark Street, Gresham, from Rockwood-Stark Center, Inc. and Rockwood Bowling Center Inc. for the Purpose of Siting the East County Justice Facility and Authorizing County Chair to Execute Appropriate Documents to Complete the Purchase

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~~Thursday, October 18, 2007 - 9:00 AM  
Multnomah Building, First Floor Commissioners Conference Room 112  
501 SE Hawthorne Boulevard, Portland~~

## **EXECUTIVE SESSION**

~~E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 15-30 MINUTES REQUESTED.~~

***EXECUTIVE SESSION CANCELLED - LACK OF A QUORUM.***

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Thursday, October 18, 2007 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM**

#### **SHERIFF'S OFFICE**

- C-1 RESOLUTION Authorizing the Sheriff to Dispose of Unclaimed Property Pursuant to Multnomah County Code Chapter 15.650-15.656
- C-2 Intergovernmental Revenue Agreement 0708056 with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team Services

#### **DEPARTMENT OF COMMUNITY SERVICES**

- C-3 RESOLUTION Authorizing the Acceptance of the Conveyance of Tax Foreclosed Property from the City of Portland; and the Private Sale of a Tax Foreclosed Property to FOREST HEIGHTS ANNEX LLC
- C-4 Budget Modification DCS-05 Reclassifying an Engineering Technician 1 Position in the Survey Section to an Engineering Technician 2 within the

Transportation Division as Determined by the Class/Comp Unit of Central Human Resources

- C-5 Intergovernmental Expenditure Agreement 4600006913 with the City of Troutdale for Engineering Services Pertaining to Drainage in the Vicinity of Troutdale Road

**DEPARTMENT OF COUNTY MANAGEMENT**

- C-6 Budget Modification DCM-04 Reclassifying One Position in Finance and Risk Management and Creating One Position in the Same Division as Determined by the Class/Comp Unit of Central Human Resources

**REGULAR AGENDA**

**PUBLIC COMMENT - 9:30 AM**

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

**DEPARTMENT OF COUNTY MANAGEMENT – 9:30 AM**

- R-1 Presentation of Leadership Recognition Award to the Multnomah County Deferred Compensation Plan
- R-2 PROCLAMATION Declaring the Week of October 21, 2007 Save for Retirement Week in Multnomah County, Oregon

**AUDITOR'S OFFICE – 9:45 AM**

- R-3 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Multnomah County Code Chapter 3, Board of Commissioners, to Add Sections 3.500-.504 Relating to the Audit Committee

**DEPARTMENT OF COMMUNITY JUSTICE – 9:46 AM**

- R-4 Budget Modification DCJ-06 Appropriating \$60,070 in Federal Project Safe Neighborhoods Funds to Promote Successful Transition of Gang Offenders Back into the Community
- R-5 Budget Modification DCJ-07 Appropriating \$54,257 in Federal Project Safe Neighborhoods Funds and Reducing State of Oregon, Oregon Youth

Authority Funds by \$(87,674) for a Total Net Reduction of \$(33,417) to the Federal/State Appropriation

- R-6 Budget Modification DCJ-09 Appropriating State of Oregon Juvenile Crime Prevention (JCP) Revenue by a Net Total of \$35,083

**DEPARTMENT OF COUNTY HUMAN SERVICES – 9:55 AM**

- ~~R-7 Budget Modification DCHS 11 Increasing the Department of County Human Services SUN Schools Budget by \$110,000 in Title III Federal Forest Payment Funding~~

***BUDGET MODIFICATION APPROVED OCTOBER 4, 2007.***

**DEPARTMENT OF HEALTH – 10:00 AM**

- R-8 Budget Modification HD-12 Appropriating \$25,059 Revenue from Oregon Health & Science University for Health Department Support for OHSU Project
- R-9 NOTICE OF INTENT to Apply for a \$25,000 Grant from the March of Dimes to Improve Birth Outcomes for Women who Receive Support through the Health Department's Early Childhood Services Program

**NON-DEPARTMENTAL - 10:05 AM**

- R-10 RESOLUTION Approving the Purchase of Real Property, Located at 18430-18510 SE Stark Street, Gresham, Oregon, from Rockwood-Stark Center, Inc. and Rockwood Bowling Center Inc. for the Purpose of Siting the East County Justice Facility and Authorizing County Chair to Execute Appropriate Documents to Complete the Purchase

**BOARD COMMENT**

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



Multnomah County Oregon

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## Commissioner Jeff Cogen, District 2

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### MULTNOMAH COUNTY OREGON

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501 SE Hawthorne, Suite 600  
Portland, Oregon 97214  
(503) 988-5219 phone  
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## MEMORANDUM

TO: Chair Ted Wheeler  
Commissioner Maria Rojo de Steffey  
Commissioner Lisa Naito  
Commissioner Lonnie Roberts  
Clerk of the Board Deb Bogstad

FROM: Marissa Madrigal  
Chief of Staff to Commissioner Jeff Cogen

DATE: 10/15/2007

RE: Board Meeting Excused Absences

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Commissioner Cogen will be unable to attend the Thursday, October 18, 2007 Executive Session due to a previous commitment to attend the Bi-State Coordinating Committee Meeting in Vancouver, Washington.

EXECUTIVE SESSION CANCELLED -  
LACK OF A QUORUM



## Ted Wheeler, Multnomah County Chair

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### MEMORANDUM

TO: Commissioner Maria Rojo De Steffey  
Commissioner Jeff Cogen  
Commissioner Lisa Naito  
Commissioner Lonnie Roberts  
Clerk of the Board Deb Bogstad

FROM: Tara Bowen-Biggs Staff Assistant to Chair Ted Wheeler

DATE: October 15, 2007

RE: Board Meeting Excuse Memo

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Chair Wheeler will not participate in the Executive Session scheduled October 18. Chair Wheeler will participate in the October 18, 2007 Regular Board Meeting by speaker phone.

EXECUTIVE SESSION CANCELLED -  
LACK OF A QUORUM



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
501 S.E. HAWTHORNE BLVD., Room 600  
PORTLAND, OREGON 97204  
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

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## MEMORANDUM

TO: Chair Ted Wheeler  
Commissioner Maria Rojo de Steffey  
Commissioner Jeff Cogen  
Commissioner Lonnie Roberts  
Board Clerk Deb Bogstad

FROM: Matthew Lieuallen  
Staff to Commissioner Lisa Naito

DATE: October 10, 2007

RE: Commissioner Naito will be participating in TOPOFF the week of October 15-19.

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Commissioner Naito will be unable to attend the Executive Session and Board meeting noticed for October 18, 2007. As the alternate leader for Multnomah County in the event of an emergency or natural disaster, the Commissioner will be participating in TOPOFF and will be working from the exercise operations center. She will be on duty from 6am to 7pm each day from October 15 through October 19. Please contact Matthew Lieuallen ([matt.lieuallen@co.multnomah.or.us](mailto:matt.lieuallen@co.multnomah.or.us)) or Carol Wessinger ([carol.m.wessinger@co.multnomah.or.us](mailto:carol.m.wessinger@co.multnomah.or.us)) if you need assistance from our office.

Thank you,  
Matthew Lieuallen

EXECUTIVE SESSION CANCELLED -  
LACK OF A QUORUM.

**BOGSTAD Deborah L**

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**From:** WESSINGER Carol M  
**Sent:** Monday, October 15, 2007 2:17 PM  
**To:** BOGSTAD Deborah L  
**Subject:** Lisa would like to vote by phone THursday - here is the best number!

101807 Commissioner  
NAITO WAS UNABLE TO  
PARTICIPATE VIA SPEAKERPHONE.

-----Original Message-----

**From:** NAITO Lisa H  
**Sent:** Monday, October 15, 2007 11:29 AM  
**To:** WESSINGER Carol M; LIEUALLEN Matt  
**Subject:** RE: Misc.

Well, now I have the 503-280-9480 number. It would probably be easier than the cell phone. Lisa

-----Original Message-----

**From:** WESSINGER Carol M  
**Sent:** Mon 10/15/2007 8:16 AM  
**To:** NAITO Lisa H; LIEUALLEN Matt  
**Cc:**  
**Subject:** RE: Misc.

Yes

-----Original Message-----

**From:** NAITO Lisa H  
**Sent:** Saturday, October 13, 2007 1:24 PM  
**To:** LIEUALLEN Matt; WESSINGER Carol M  
**Subject:** Misc.

Greetings...

I would like to vote on Thursday morning from the VCC if it is possible...I'll have my cell.

I wasn't able to go through my spam, as the password I have now doesn't work. Could you do that?

Thanks!

Lisa



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (short form)**

**Board Clerk Use Only**

Meeting Date: 10/18/07  
 Agenda Item #: E-1  
 Est. Start Time: 9:00 AM  
 Date Submitted: 10/10/07

**Agenda Title:** Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

Requested Meeting Date: October 18, 2007 Amount of Time Needed: 15-30 minutes  
 Department: Non-Departmental Division: County Attorney  
 Contact(s): Agnes Sowle  
 Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500  
 Presenter(s): Agnes Sowle and Invited Others

**General Information**

**1. What action are you requesting from the Board?**

No final decision will be made in the Executive Session.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session.

**3. Explain the fiscal impact (current year and ongoing).**

**4. Explain any legal and/or policy issues involved.**

ORS 192.660(2)(d),(e)and/or(h)

**5. Explain any citizen and/or other government participation that has or will take place.**

**Required Signature**

Elected Official or  
 Department/  
 Agency Director:

Date: 10/10/07



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (short form)**

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** C-1  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 10/08/07

**Agenda Title:** **RESOLUTION Authorizing the Sheriff to Dispose of Unclaimed Property Pursuant to Multnomah County Code Chapter 15.650-15.656**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** NA  
**Department:** Sheriff's Office      **Division:** Business Services  
**Contact(s):** Chris Payne/Wanda Yantis  
**Phone:** 503-251-2501      **Ext.** 84455      **I/O Address:** 313/118/Payne  
**Presenter(s):** Consent Calendar

**General Information**

**1. What action are you requesting from the Board?**

To comply with Multnomah County Code 15.650, the Sheriff's Office is requesting this list of property be disposed of as provided for within the listed ordinance.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Through the course of Law Enforcement service provision (investigations, calls for service, etc.) Deputies from the Sheriff's Office sometimes take firearms into their possession. The Sheriff's Office uses due diligence in attempting to locate the rightful owner(s). After 30 days, Multnomah County Code 15.650 provides for the Sheriff to seek authorization from the Board to dispose of unclaimed property through: transfer to law enforcement or government agencies; offered for sale; or disposal through destruction. In the case of firearms, the Sheriff's Office policy is to always seek destruction.

All of these firearms have been in the Sheriff's possession for over 90 days. The firearms consist of handguns, long rifles, shotguns, automatic rifles, pellet and BB guns, totaling 160 weapons. These firearms are from closed cases (mostly drug seizures), firearms turned-in by owners for disposal, or recovered stolen firearms in which we were unable to find an owner.

The Sheriff's Office will transfer one handgun, a Glock .22/.40 Caliber handgun, Serial #DHH928US to the MCSO Training Unit for Officer Training purposes.

**3. Explain the fiscal impact (current year and ongoing).**

This action has no fiscal impact.

**4. Explain any legal and/or policy issues involved.**

None.

**5. Explain any citizen and/or other government participation that has or will take place.**

None.

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**Required Signature**

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**Elected Official or  
Department/  
Agency Director:**



**Date: October 4, 2007**

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Authorizing the Sheriff to Dispose of Unclaimed Property Pursuant to Multnomah County Code Chapter 15.650-15.656

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Sheriff has had in his possession unclaimed property, identified as List 07-1 attached hereto, for a period in excess of 30 days. All attempts to establish the rightful owners have proven negative.
- b. Multnomah County Code Chapter 15.650-15.656 provides for the Sheriff to seek authorization from the Board of County Commissioners to dispose of unclaimed property by transfer to law enforcement or government agencies; offered for sale; or disposal through destruction. The Ordinance further allows for the transfer of property to the Multnomah County Sheriff for the use by the Sheriff's Office.

**The Multnomah County Board of Commissioners Resolves:**

1. The Multnomah County Sheriff shall be authorized to dispose through destruction those items identified on List 07-1 with the exception of item number 135.
2. The Sheriff shall be authorized to transfer item number 135 on List 07-1 to the Sheriff's Office Training Unit for officer training purposes.

ADOPTED this 18th day of October, 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:  
Bernie Giusto, Multnomah County Sheriff



## MULTNOMAH COUNTY SHERIFF'S OFFICE

501 SE HAWTHORNE BLVD., SUITE 350 • PORTLAND, OR 97214

*Exemplary service for a safe, livable community*

BERNIE GIUSTO  
SHERIFF

503 988-4300 PHONE  
503 988-4500 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

### MEMORANDUM

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TO: Deborah Bogstad, Board Clerk

FROM: Sheriff Bernie Giusto

DATE: October 8, 2007

RE: Authorization for Firearm Disposal -- List 07-1

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Through the course of Law Enforcement service provision (investigations, calls for service, etc.) deputies from the Sheriff's Office sometimes take firearms into their possession. The Sheriff's Office uses due diligence in attempting to locate the rightful owner(s). After 30 days, Multnomah County Code 15.650 provides for the Sheriff to seek authorization from the Board to dispose of unclaimed property through: transfer to law enforcement or government agencies; offered for sale; or disposal through destruction. In the case of firearms, the Sheriff's Office policy is to always seek destruction.

All of these firearms in the attached list 07-1 have been in the Sheriff's possession for over 90 days. The firearms consist of handguns, long rifles, shotguns, automatic rifles, pellet and BB guns, totaling 160 weapons. These firearms are from closed cases (mostly drug seizures), firearms turned-in by owners for disposal, or recovered stolen firearms in which we were unable to find an owner.

The Sheriff's Office will transfer one handgun (item #135 on the list), a Glock .22/.40 Caliber handgun, Serial #DHH928US to the MCSO Training Unit for officer training purposes.

I look forward to the Boards approval for destroying the firearms in the attached list.

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
1	06-404739	Santa Fe, Model 1944 rifle, #B013799	Destroy
2	75-18512	Ruger .338 mag rifle, Mdl. M-77, #71-18121	Destroy
3	84-18017	Mauser 8mm rifle, #944, Model 98	Destroy
4	98-403715	Enfield 1944 rifle, #62L1953	Destroy
5	77-1059	Marlin 30.30 rifle, #P31629	Destroy
6	06-404475	Crossman BB rifle, #996122338	Destroy
7	03-401047	Air rifle, B3-1 carbine	Destroy
8	04-401131	Oregon Arms .22 rifle, #10548	Destroy
9	98-402830	Jennings .22 pistol, #465526	Destroy
10	98-402830	AMT .380 pistol, #DA8313	Destroy
11	06-402607	Laseraim .45 handgun, #E00818	Destroy
12	03-402086	Daisy 1200 air pistol	Destroy
13	03-402086	Ranger .22 rifle, Model 101.16	Destroy
14	03-402086	Mossberg 20 ga shotgun, Model 85D	Destroy
15	03-402086	Sheridan 5mm pellet rifle, #422813	Destroy
16	85-9193	S&W .38 revolver, #77833	Destroy
17	04-401992	Ruger .44 mag. Revolver, #501-17775	Destroy
18	04-401992	Marksman BB pistol, #99584753	Destroy
19	03-400621	Daisy BB pistol, #2H04614	Destroy
20	03-400452	Marksman BB pistol, #98033589	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
21	93-1681	S&W .38 revolver, Model 60-7, #BKY-6140	Destroy
22	05-406864	Titan Tiger .38 revolver, #0817696	Destroy
23	04-406428	J.C. Higgins .22 revolver, #648524	Destroy
24	03-400118	S&W .40 handgun, #PAB1009	Destroy
25	98-405089	Ruger .357 revolver, #173-85884	Destroy
26	98-405089	Star .22 handgun, #1343830	Destroy
27	88-3675	Phoenix Arms .25 pistol, #3144891	Destroy
28	03-408254	Daisy BB pistol, #OM01263	Destroy
29	80-2664	Browning .32 handgun, #160600	Destroy
30	05-406092	Powerline BB pistol, #5G15878	Destroy
31	03-400363	Lorcin .25 pistol, #349557	Destroy
32	03-400363	Mossberg 12 ga shotgun, #R075700	Destroy
33	05-406733	Pedersoli 4.3 cal. Pistol, #H6795	Destroy
34	06-405459	Charter Arms .22 pistol, #B031194	Destroy
35	06-405056	Crossman 766 air rifle, #N81225981	Destroy
36	06-405056	Crossman air pistol, #386127002	Destroy
37	06-405740	S&W .22 revolver, #M97582	Destroy
38	03-406964	Walther BB pistol, #2G07792	Destroy
39	03-405530	Gamo P-23 BB pistol	Destroy
40	03-403268	H&R .32 revolver, #AU146624	Destroy
41	03-402917	American Classic pellet gun, Model 1377	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
42	06-400215	AccuTek .380 handgun, #027654	Destroy
43	81-12668	Dakota .357 revolver, #65544	Destroy
44	81-12668	H&R .32 revolver, #AX039820	Destroy
45	03-406156	Jennings .22 pistol, #678005	Destroy
46	03-406156	Jennings .22 pistol, #175280	Destroy
47	03-406156	Interarms .357 revolver, #F479529	Destroy
48	05-404969	Glock 9mm handgun, Mdl. 17, Parcel #ANV3	Destroy
49	03-407186	Ruger .357 revolver, #30-08496	Destroy
50	03-405050	Beretta .32 pistol, #B87051	Destroy
51	03-402940	Springfield 7.62 assault rifle, #09394	Destroy
52	03-402940	Remington .308 Win. Rifle, #E6893572	Destroy
53	03-402940	Olympic Arms .223 rifle, #SA961153	Destroy
54	03-402940	Japanese military rifle, bolt action, no serial	Destroy
55	03-402940	Marlin .22 rifle, #12534177	Destroy
56	04-406473	Rusty long rifle, unknown brand and caliber	Destroy
57	92-9037	Ruger 10/22 rifle, #232-47359	Destroy
58	00-408704	Savage 20 ga shotgun, Model 24S-E	Destroy
59	77-9986	Marlin/Glenfield .22 rifle, #25324132	Destroy
60	06-400534	Daisy Model 25 BB rifle	Destroy
61	06-400534	Richard/Belgium 12 ga shotgun #7653	Destroy
62	00-405131	Mossberg 12 ga shotgun, #K949872	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
63	00-405131	Davis .380 Handgun, #AP380383	Destroy
64	04-404278	Colt .38 revolver, #C44325	Destroy
65	04-404278	Remington .22 rifle, #XM34	Destroy
66	04-404278	Winchester .22 rifle, #138852	Destroy
67	03-401048	Winchester 30.30 rifle, #6385352	Destroy
68	03-401048	Westernfield 12 ga shotgun, #60-SB620-A	Destroy
69	03-408259	Mossberg 12 ga shotgun, #J967432	Destroy
70	04-403563	S&W 9mm handgun #PBH0067	Destroy
71	04-403563	Winchester 12 ga shotgun, #L3409901	Destroy
72	04-403563	Winchester .22 rifle, #47781	Destroy
73	04-403563	Remington 12 ga shotgun, #S585725M	Destroy
74	03-407165	Marksman 1750 BB rifle, #9341083	Destroy
75	03-407165	Crossman 1861 BB pistol, #881059063	Destroy
76	03-405084	Mossberg .22 rifle, Model 42m, w/scope	Destroy
77	03-405084	Pumpmaster 760 pellet rifle, #101107052	Destroy
78	03-405084	Powerline 4500 BB rifle, #OC06069	Destroy
79	03-404022	Ruger 10/22 rifle, #233-33686	Destroy
80	99-402030	SKS 7.62 Chinese rifle, #18002911	Destroy
81	05-401346	Mossberg .410 shotgun, #L925871	Destroy
82	03-404498	Lorcin .380 handgun, #380121	Destroy
83	03-404530	Hawes .22 revolver, #92585	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
84	03-405280	Berndrdelli .25 handgun, #77982	Destroy
85	03-403586	Daisy Poweline BB pistol, #4J06243	Destroy
86	03-404244	Colt .45 MK-IV handgun, #31511B70	Destroy
87	03-408277	Jennings .22 handgun, #237058	Destroy
88	82-1658	Colt .357 revolver, #L11694	Destroy
89	96-6367	Davis Ind. .380 handgun, #AP276324	Destroy
90	03-404986	Intratec .22 pistol, #014740	Destroy
91	05-401976	Jennings 9mm handgun, #1561682	Destroy
92	03-405329	Raven .25 handgun, #622885	Destroy
93	05-402050	Ruger .22 revolver, #20-53654	Destroy
94	05-402257	Rossi SA .38 revolver, #AA086424	Destroy
95	05-401557	Davis .22 Derringer, #507176	Destroy
96	93-8039	Colt .38 spec. revolver, #27108R	Destroy
97	03-406886	Jennings .22 pistol, #1096602	Destroy
98	02-401161	Interarms .380 handgun, #A00931	Destroy
99	03-406837	Hi-Point 9mm handgun, #P210535	Destroy
100	06-406659	Pistol frame only, serial # scratched off	Destroy
101	90-9400	Springfield .45 handgun, Mdl. 1911-A1, #NM59959	Destroy
102	90-9400	Ruger 10/22 rifle, #112-57709	Destroy
103	90-9400	Ruger 10/22 rifle, #119-30409	Destroy
104	03-408062	Marlin .22 rifle, #26195548	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
105	03-408062	Winchester 12 ga Mdl. 97 shotgun, #813671	Destroy
106	03-407593	Lorcin 9mm handgun #L088633	Destroy
107	03-406675	Lorcin .380 handgun, #354740	Destroy
108	03-407879	H&K .40 handgun, #22-051623	<del>MGGO use</del> Destroy
109	03-407993	Glock 9mm handgun, Mdl. 17, #AKX104US	Destroy
110	03-407993	Ruger .22 pistol, #225-69119	Destroy
111	03-407993	Ruger .45 handgun, #660-47884	Destroy
112	03-407993	Mossber 12 ga shotgun, Mdl. 500A, #P605193	Destroy
113	03-407993	Interarms 9mm handgun, #2109133	Destroy
114	03-407993	Colt .38 revolver, #F20074	Destroy
115	03-400009	S&W .38 revolver, #426465	Destroy
116	98-402415	S&W 9mm handgun, #VCT3643	Destroy
117	05-405043	Keltec 9mm handgun, #116654	Destroy
118	05-405781	Davis .380 handgun, #AP394906	Destroy
119	03-401846	Luger 9mm/P-11 handgun, #63559	Destroy
120	03-400284	Ruger .22 pistol, #215-84709	Destroy
121	00-401925	EIG/Italy .22 handgun, #20764	Destroy
122	00-401925	Iver Johnson .38 revolver, #J16810	Destroy
123	83-26871	S&W K-.38 revolver, #K79815	Destroy
124	03-408358	Savage .32 handgun, #None	Destroy
125	03-408358	Walter .22 handgun, #442227	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
126	03-400421	Bryco/Jennings .380 handgun, #826306	Destroy
127	05-407408	N.R. Davis Sons 12 ga shotgun, #7555	Destroy
128	64-2391	Savage .22 sawed-off rifle, #None	Destroy
129	05-406200	Marlin .22 rifle, Mdl. 60, #06152315	Destroy
130	05-402835	Mossberg/Maverick 12 ga shotgun, #MV94638H	Destroy
131	99-402821	Marlin .22 rifle, Mdl. 60, #22360719	Destroy
132	03-400161	Crosman pellet gun, Mdl. Air II	Destroy
133	03-400161	Cobray M-11, 9mm handgun, #86-0017893	Destroy
134	03-400161	S&W 40 cal. Handgun, #TZC-8529	Destroy
135	03-400161	Glock .22/.40 cal. Handgun, #DHH928US	MCSO use
136	85-8681	Enfield .455 revolver, #A5117	Destroy
137	03-407392	Colt .45 handgun, #70BS83479	Destroy
138	02-404857	Colt .380 handgun, #PL40549	Destroy
139	02-404857	Mar. 6.35 pistol, #72010	Destroy
140	07-400634	Jukar black powder rifle, #022436	Destroy
141	07-400634	Crosman air rifle, #497502548	Destroy
142	07-400634	Crosman air rifle, pump, No serial #	Destroy
143	03-406667	Hi-Point 9mm rifle, Mdl. 995, #A71309	Destroy
144	03-406667	Heritage .22 revolver, #HZ14692	Destroy
145	04-401274	Mossberg 20 ga shotgun, Mdl. 500C, #G050855	Destroy
146	04-401638	Jennings .22 handgun, #295510	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
147	04-401013	Ruger 9mm handgun, #312-17783	Destroy
148	04-401699	Hi-Standard .357 revolver, #H27167	Destroy
149	06-403047	Sig Sauer .40 handgun, Mdl. P239, #SA4-44057	Destroy
150	97-2305	US Model M14 rifle, 7.62 cal, #1328335	Destroy
151	04-400302	Marlin 30.30 rifle, Mdl. 30AS, #12080422	Destroy
152	04-401497	Remington .22 rifle, Mdl. 572, #1989940	Destroy
153	04-401497	English brand .303 rifle, No serial #	Destroy
154	04-401497	Winchester .32 rifle, Mdl. 94, #2519052	Destroy
155	04-401667	Benjamin Sheridan Pellet rifle, Mdl. 397PA #595703350	Destroy
156	04-400560	S&W .32 revolver, Mdl. 732, #AS47814	Destroy
157	04-401308	Ruger 9mm handgun, Mdl. P-85, #300-51633	Destroy
158	04-401525	Mossberg 12 ga shotgun, Mdl. 500A, #P899963	Destroy
159	07-402178	Marksman pellet pistol, #78181200	Destroy
160	07-401989	Taurus .38 revolver, #ME20211	Destroy
161	07-401989	S&W .38 revolver, #42368	Destroy
162			Destroy
163			Destroy
164			Destroy
165			Destroy
166			Destroy
167			Destroy



# MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

*Exemplary service for a safe, livable community*

BERNIE GIUSTO  
SHERIFF

503 255-3600 PHONE  
503 251-2484 TTY  
www.sheriff-mcso.org

## MEMORANDUM

---

**TO:** Chief Tim Moore, Enforcement Division

**FROM:** Lieutenant Dan Staton, Training Manager

**CC:** Captain Carol Hasler, Inspector  
Chris Payne, Logistics Manager

**DATE:** 10/3/07

**SUBJECT:** Converting Firearms to Agency Use

**REFERENCE:** Special Order 04-14

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The MCSCO Training Unit is seeking to obtain seized, confiscated and/or forfeited weapons or weapons parts for Agency use. As per Agency policy, only those items of the same brand, make, or model as currently utilized by or purchased for the Agency, are considered eligible to be transferred.

The Training Unit wishes to transfer the following item(s) which are listed on the 07-01 Found/Unclaimed Property list.

List #	Case File #	Description
135	03-400161	Glock .22/.40 cal. Handgun, #DHH928US

Upon receiving authorization to convert a weapon or weapons part, all firearms, less-lethal weapons, and electronic stun devices, are processed and inventoried by the MCSCO Inspections Unit, prior to being placed into Sheriff's Office service.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 07-166**

Authorizing the Sheriff to Dispose of Unclaimed Property Pursuant to Multnomah County Code Chapter 15.650-15.656

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Sheriff has had in his possession unclaimed property, identified as List 07-1 attached hereto, for a period in excess of 30 days. All attempts to establish the rightful owners have proven negative.
- b. Multnomah County Code Chapter 15.650-15.656 provides for the Sheriff to seek authorization from the Board of County Commissioners to dispose of unclaimed property by transfer to law enforcement or government agencies; offered for sale; or disposal through destruction. The Ordinance further allows for the transfer of property to the Multnomah County Sheriff for the use by the Sheriff's Office.

**The Multnomah County Board of Commissioners Resolves:**

1. The Multnomah County Sheriff shall be authorized to dispose through destruction those items identified on List 07-1 with the exception of item number 135.
2. The Sheriff shall be authorized to transfer item number 135 on List 07-1 to the Sheriff's Office Training Unit for officer training purposes.

ADOPTED this 18th day of October, 2007.

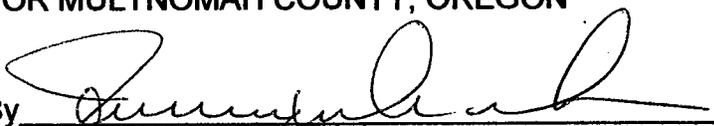


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:  
Bernie Giusto, Multnomah County Sheriff



## MULTNOMAH COUNTY SHERIFF'S OFFICE

501 SE HAWTHORNE BLVD., SUITE 350 • PORTLAND, OR 97214

*Exemplary service for a safe, livable community*

BERNIE GIUSTO  
SHERIFF

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503 988-4500 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

### MEMORANDUM

---

TO: Deborah Bogstad, Board Clerk

FROM: Sheriff Bernie Giusto

DATE: October 8, 2007

RE: Authorization for Firearm Disposal – List 07-1

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Through the course of Law Enforcement service provision (investigations, calls for service, etc.) deputies from the Sheriff's Office sometimes take firearms into their possession. The Sheriff's Office uses due diligence in attempting to locate the rightful owner(s). After 30 days, Multnomah County Code 15.650 provides for the Sheriff to seek authorization from the Board to dispose of unclaimed property through: transfer to law enforcement or government agencies; offered for sale; or disposal through destruction. In the case of firearms, the Sheriff's Office policy is to always seek destruction.

All of these firearms in the attached list 07-1 have been in the Sheriff's possession for over 90 days. The firearms consist of handguns, long rifles, shotguns, automatic rifles, pellet and BB guns, totaling 160 weapons. These firearms are from closed cases (mostly drug seizures), firearms turned-in by owners for disposal, or recovered stolen firearms in which we were unable to find an owner.

The Sheriff's Office will transfer one handgun (item #135 on the list), a Glock .22/.40 Caliber handgun, Serial #DHH928US to the MCSO Training Unit for officer training purposes.

I look forward to the Boards approval for destroying the firearms in the attached list.

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

<b>#</b>	<b>FILE #</b>	<b>PROPERTY DESCRIPTION</b>	<b>DISPOSITION</b>
1	06-404739	Santa Fe, Model 1944 rifle, #B013799	Destroy
2	75-18512	Ruger .338 mag rifle, Mdl. M-77, #71-18121	Destroy
3	84-18017	Mauser 8mm rifle, #944, Model 98	Destroy
4	98-403715	Enfield 1944 rifle, #62L1953	Destroy
5	77-1059	Marlin 30.30 rifle, #P31629	Destroy
6	06-404475	Crossman BB rifle, #996122338	Destroy
7	03-401047	Air rifle, B3-1 carbine	Destroy
8	04-401131	Oregon Arms .22 rifle, #10548	Destroy
9	98-402830	Jennings .22 pistol, #465526	Destroy
10	98-402830	AMT .380 pistol, #DA8313	Destroy
11	06-402607	Laseraim .45 handgun, #E00818	Destroy
12	03-402086	Daisy 1200 air pistol	Destroy
13	03-402086	Ranger .22 rifle, Model 101.16	Destroy
14	03-402086	Mossberg 20 ga shotgun, Model 85D	Destroy
15	03-402086	Sheridan 5mm pellet rifle, #422813	Destroy
16	85-9193	S&W .38 revolver, #77833	Destroy
17	04-401992	Ruger .44 mag. Revolver, #501-17775	Destroy
18	04-401992	Marksman BB pistol, #99584753	Destroy
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20	03-400452	Marksman BB pistol, #98033589	Destroy

**MULTNOMAH COUNTY**  
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37	06-405740	S&W .22 revolver, #M97582	Destroy
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62	00-405131	Mossberg 12 ga shotgun, #K949872	Destroy

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67	03-401048	Winchester 30.30 rifle, #6385352	Destroy
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71	04-403563	Winchester 12 ga shotgun, #L3409901	Destroy
72	04-403563	Winchester .22 rifle, #47781	Destroy
73	04-403563	Remington 12 ga shotgun, #S585725M	Destroy
74	03-407165	Marksman 1750 BB rifle, #9341083	Destroy
75	03-407165	Crossman 1861 BB pistol, #881059063	Destroy
76	03-405084	Mossberg .22 rifle, Model 42m, w/scope	Destroy
77	03-405084	Pumpmaster 760 pellet rifle, #101107052	Destroy
78	03-405084	Powerline 4500 BB rifle, #OC06069	Destroy
79	03-404022	Ruger 10/22 rifle, #233-33686	Destroy
80	99-402030	SKS 7.62 Chinese rifle, #18002911	Destroy
81	05-401346	Mossberg .410 shotgun, #L925871	Destroy
82	03-404498	Lorcin .380 handgun, #380121	Destroy
83	03-404530	Hawes .22 revolver, #92585	Destroy

**MULTNOMAH COUNTY**  
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**GUN LIST FOR DISPOSAL**  
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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
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86	03-404244	Colt .45 MK-IV handgun, #31511B70	Destroy
87	03-408277	Jennings .22 handgun, #237058	Destroy
88	82-1658	Colt .357 revolver, #L11694	Destroy
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90	03-404986	Intratec .22 pistol, #014740	Destroy
91	05-401976	Jennings 9mm handgun, #1561682	Destroy
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93	05-402050	Ruger .22 revolver, #20-53654	Destroy
94	05-402257	Rossi SA .38 revolver, #AA086424	Destroy
95	05-401557	Davis .22 Derringer, #507176	Destroy
96	93-8039	Colt .38 spec. revolver, #27108R	Destroy
97	03-406886	Jennings .22 pistol, #1096602	Destroy
98	02-401161	Interarms .380 handgun, #A00931	Destroy
99	03-406837	Hi-Point 9mm handgun, #P210535	Destroy
100	06-406659	Pistol frame only, serial # scratched off	Destroy
101	90-9400	Springfield .45 handgun, Mdl. 1911-A1, #NM59959	Destroy
102	90-9400	Ruger 10/22 rifle, #112-57709	Destroy
103	90-9400	Ruger 10/22 rifle, #119-30409	Destroy
104	03-408062	Marlin .22 rifle, #26195548	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
105	03-408062	Winchester 12 ga Mdl. 97 shotgun, #813671	Destroy
106	03-407593	Lorcin 9mm handgun #L088633	Destroy
107	03-406675	Lorcin .380 handgun, #354740	Destroy
108	03-407879	H&K .40 handgun, #22-051623	<del>MGO use</del> Destroy
109	03-407993	Glock 9mm handgun, Mdl. 17, #AKX104US	Destroy
110	03-407993	Ruger .22 pistol, #225-69119	Destroy
111	03-407993	Ruger .45 handgun, #660-47884	Destroy
112	03-407993	Mossber 12 ga shotgun, Mdl. 500A, #P605193	Destroy
113	03-407993	Interarms 9mm handgun, #2109133	Destroy
114	03-407993	Colt .38 revolver, #F20074	Destroy
115	03-400009	S&W .38 revolver, #426465	Destroy
116	98-402415	S&W 9mm handgun, #VCT3643	Destroy
117	05-405043	Keltec 9mm handgun, #116654	Destroy
118	05-405781	Davis .380 handgun, #AP394906	Destroy
119	03-401846	Luger 9mm/P-11 handgun, #63559	Destroy
120	03-400284	Ruger .22 pistol, #215-84709	Destroy
121	00-401925	EIG/Italy .22 handgun, #20764	Destroy
122	00-401925	Iver Johnson .38 revolver, #J16810	Destroy
123	83-26871	S&W K-.38 revolver, #K79815	Destroy
124	03-408358	Savage .32 handgun, #None	Destroy
125	03-408358	Walter .22 handgun, #442227	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
126	03-400421	Bryco/Jennings .380 handgun, #826306	Destroy
127	05-407408	N.R. Davis Sons 12 ga shotgun, #7555	Destroy
128	64-2391	Savage .22 sawed-off rifle, #None	Destroy
129	05-406200	Marlin .22 rifle, Mdl. 60, #06152315	Destroy
130	05-402835	Mossberg/Maverick 12 ga shotgun, #MV94638H	Destroy
131	99-402821	Marlin .22 rifle, Mdl. 60, #22360719	Destroy
132	03-400161	Crosman pellet gun, Mdl. Air II	Destroy
133	03-400161	Cobray M-11, 9mm handgun, #86-0017893	Destroy
134	03-400161	S&W 40 cal. Handgun, #TZC-8529	Destroy
135	03-400161	Glock .22/.40 cal. Handgun, #DHH928US	MCSO use
136	85-8681	Enfield .455 revolver, #A5117	Destroy
137	03-407392	Colt .45 handgun, #70BS83479	Destroy
138	02-404857	Colt .380 handgun, #PL40549	Destroy
139	02-404857	Mar. 6.35 pistol, #72010	Destroy
140	07-400634	Jukar black powder rifle, #022436	Destroy
141	07-400634	Crosman air rifle, #497502548	Destroy
142	07-400634	Crosman air rifle, pump, No serial #	Destroy
143	03-406667	Hi-Point 9mm rifle, Mdl. 995, #A71309	Destroy
144	03-406667	Heritage .22 revolver, #HZ14692	Destroy
145	04-401274	Mossberg 20 ga shotgun, Mdl. 500C, #G050855	Destroy
146	04-401638	Jennings .22 handgun, #295510	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 07-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
147	04-401013	Ruger 9mm handgun, #312-17783	Destroy
148	04-401699	Hi-Standard .357 revolver, #H27167	Destroy
149	06-403047	Sig Sauer .40 handgun, Mdl. P239, #SA4-44057	Destroy
150	97-2305	US Model M14 rifle, 7.62 cal, #1328335	Destroy
151	04-400302	Marlin 30.30 rifle, Mdl. 30AS, #12080422	Destroy
152	04-401497	Remington .22 rifle, Mdl. 572, #1989940	Destroy
153	04-401497	English brand .303 rifle, No serial #	Destroy
154	04-401497	Winchester .32 rifle, Mdl. 94, #2519052	Destroy
155	04-401667	Benjamin Sheridan Pellet rifle, Mdl. 397PA #595703350	Destroy
156	04-400560	S&W .32 revolver, Mdl. 732, #AS47814	Destroy
157	04-401308	Ruger 9mm handgun, Mdl. P-85, #300-51633	Destroy
158	04-401525	Mossberg 12 ga shotgun, Mdl. 500A, #P899963	Destroy
159	07-402178	Marksman pellet pistol, #78181200	Destroy
160	07-401989	Taurus .38 revolver, #ME20211	Destroy
161	07-401989	S&W .38 revolver, #42368	Destroy
162			Destroy
163			Destroy
164			Destroy
165			Destroy
166			Destroy
167			Destroy



# MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

*Exemplary service for a safe, livable community*

BERNIE GIUSTO  
SHERIFF

503 255-3600 PHONE  
503 251-2484 TTY  
www.sheriff-mcso.org

## MEMORANDUM

---

**TO:** Chief Tim Moore, Enforcement Division

**FROM:** Lieutenant Dan Staton, Training Manager

**CC:** Captain Carol Hasler, Inspector  
Chris Payne, Logistics Manager

**DATE:** 10/3/07

**SUBJECT:** Converting Firearms to Agency Use

**REFERENCE:** Special Order 04-14

---

The MCSO Training Unit is seeking to obtain seized, confiscated and/or forfeited weapons or weapons parts for Agency use. As per Agency policy, only those items of the same brand, make, or model as currently utilized by or purchased for the Agency, are considered eligible to be transferred.

The Training Unit wishes to transfer the following item(s) which are listed on the 07-01 Found/Unclaimed Property list.

List #	Case File #	Description
135	03-400161	Glock .22/.40 cal. Handgun, #DHH928US

Upon receiving authorization to convert a weapon or weapons part, all firearms, less-lethal weapons, and electronic stun devices, are processed and inventoried by the MCSO Inspections Unit, prior to being placed into Sheriff's Office service.



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (short form)**

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** C-2  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 11/10/07

**Agenda Title:** **Intergovernmental Revenue Agreement 0708056 with the State of Oregon Office of State Fire Marshal for Regional Hazardous Materials Emergency Response Team Services**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** N/A  
**Department:** Sheriff's Office      **Division:** Enforcement  
**Contact(s):** Brad Lynch  
**Phone:** 503-988-4336      **Ext.** 84336      **I/O Address:** 503/350  
**Presenter(s):** Consent Calendar

**General Information**

**1. What action are you requesting from the Board?**

Approval of government contract 0708056.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

In order to protect life and property against the dangers of emergencies involving hazardous materials, the Oregon State Fire Marshal (OSFM) may assign and make available for use in any county, city or district, any part of a regional hazardous materials emergency response team. The OSFM desires to enter into an agreement with Multnomah County and the City of Gresham to establish a regional team consisting of personnel from the Sheriff's Office and Gresham Fire and Police. The OSFM will reimburse the County for costs related to emergencies involving hazardous materials, limited only by the funds available in the State Spill Response Fund. This includes emergency response to monitor, assess, and evaluate hazardous spills or releases, provide first aid or medical service that may be required, and containment, confinement, clean-up or other actions appropriate to prevent, minimize or mitigate damage to public health and safety. Also included are funds for equipment and personnel training.

**3. Explain the fiscal impact (current year and ongoing).**

Response services are provided on an as-needed basis, so the amount of revenue cannot be forecast, but the OSFM believes that sufficient funds will be available for the term of the agreement.

**4. Explain any legal and/or policy issues involved.**

The Agreement is authorized under ORS 453.374 to 453.390. The County Attorney has reviewed the Agreement.

**5. Explain any citizen and/or other government participation that has or will take place.**

None, other than stated above.

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**Required Signature**

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**Elected Official or  
Department/  
Agency Director:**



**Date:** 10/04/07

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0708056

Pre-approved Contract Boilerplate (with County Attorney signature)  Attached  Not Attached

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

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> <b>INTER-DEPARTMENTAL AGREEMENT (IDA)</b>

Department: <u>Sheriff's Office</u>	Division/ Program: <u>Enforcement</u>	Date: <u>09/21/07</u>
Originator: <u>Lt. Jason Gates</u>	Phone: <u>503-255-3600</u>	Bldg/Room: <u>313</u>
Contact: <u>Brad Lynch</u>	Phone: <u>503-988-4336</u>	Bldg/Room: <u>503/350</u>

Description of Contract: Emergency hazardous materials response services.

RENEWAL:  PREVIOUS CONTRACT #(S) 0210297, 800788, 0506136

EEO CERTIFICATION EXPIRES

PROCUREMENT EXEMPTION OR CITATION # <u>46-0130(1)(f)</u>	ISSUE DATE: _____	EFFECTIVE DATE: _____
		END DATE: _____

CONTRACTOR IS:  MBE  WBE  ESB  QRF State Cert# \_\_\_\_\_ or  Self Cert  Non-Profit  N/A (Check all boxes that apply)

Contractor	State of Oregon Fire Marshall	Remittance address (if different)	
Address	4760 Portland Road NE		
City/State	Salem, Oregon	Payment Schedule / Terms:	
ZIP Code	97305	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-373-1540	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	upon sig. _____ Term Date <u>06/30/09</u>	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	New Term Date _____		
Original Contract Amount	\$ _____	Original PA/Requirements Amount	\$ 30,000.00
Total Amt of Previous Amendments	\$ _____	Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ _____	Amount of Amendment	\$ _____
Total Amount of Agreement	\$ _____	Total PA/Requirements Amount	\$ 30,000.00

**REQUIRED SIGNATURES:**

Department Manager <u>[Signature]</u>	DATE _____
County Attorney <u>[Signature]</u>	DATE <u>10-17-07</u>
CPCA Manager _____	DATE _____
County Chair <u>[Signature]</u>	DATE <u>10-18-07</u>
Sheriff <u>[Signature]</u>	DATE <u>10-04-07</u>
Contract Administration _____	DATE _____

COMMENTS: \_\_\_\_\_

APPROVED : MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # C-2 DATE 10-18-07  
 DEBORAH L. BOGSTAD, BOARD CLERK

**LYNCH Brad B**

---

**From:** WEBER Jacquie A [jacquie.a.weber@co.multnomah.or.us]  
**Sent:** Tuesday, September 25, 2007 10:01 AM  
**To:** LYNCH Brad B  
**Cc:** DUNAWAY Susan M  
**Subject:** RE: Contract Review Request - RHMERT

This contract may be circulated for signature.

---

**From:** LYNCH Brad B  
**Sent:** Friday, September 21, 2007 11:02 AM  
**To:** WEBER Jacquie A  
**Cc:** DUNAWAY Susan M  
**Subject:** Contract Review Request - RHMERT

Jacquie, I've attached the APR, CAF, and IGA with the State of Oregon Fire Marshal for our participation in the regional hazardous materials emergency response team for your review.

Thank you, Brad

<<RHMERT APR 0708056.doc>> <<RHMERT CAF 0708056.doc>> <<RHMERT IGA 0708056 FY 08-09.pdf>>

**Brad Lynch**

Multnomah County Sheriff's Office  
Fiscal Unit  
501 SE Hawthorne Blvd, STE 350  
Portland, OR 97214  
Phone (503) 988-4336  
Fax (503) 988-4317

email: [brad.lynch@mcso.us](mailto:brad.lynch@mcso.us)  
<http://www.co.multnomah.or.us/sheriff/>

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#2690

**INTERGOVERNMENTAL AGREEMENT FOR  
REGIONAL HAZARDOUS MATERIALS EMERGENCY  
RESPONSE TEAM SERVICES**

**Between**

**THE STATE OF OREGON, ACTING BY AND THROUGH  
THE OFFICE OF STATE FIRE MARSHAL**

**And**

**CITY OF GRESHAM  
MULTNOMAH COUNTY**

**STATE OF OREGON  
Theodore R. Kulongoski, Governor**

**Nancy Orr, State Fire Marshal**

**July 1, 2007**

## TABLE OF CONTENTS

1.0	Agreement Type .....
1.1	Recitals .....
1.2	Agreement Term.....
2.0	Definitions .....
2.1	Statement of Work.....
2.1.1	Services to be Provided by Contractor
2.1.2	Compliance with Regulatory Requirements
2.1.3	Personnel
2.1.4	Vehicles and Equipment
2.1.5	Right of Refusal
2.1.6	Standard Operating Guidelines
2.1.7	Administrative Rules
2.2	Contractor Compensation.....
2.2.1	Stand-by Costs
	Specialized Training Expenses
	Medical Surveillance
	Vehicle(s) and Equipment Loans
	Level A/B PPE Acquisition
2.2.2	Team Response Costs
	Compensation for Vehicle and Equipment Expenses
	Personnel Response Costs
	Emergency Expenses
2.2.3	Contractor Administrative Costs
2.2.4	Billing System
2.2.5	Interest
2.2.6	State Funding Available
2.2.7	Prior Approval
2.2.8	Response Procedures and Limitations/Automatic Response
2.2.9	Spill Response Fund
2.3	Where No Responsible Party Can Be Identified .....
2.4	Contractor Status .....
2.5	Retirement System Status.....

2.6	Assignments/Subagreements .....
2.7	Successors in Interest .....
2.8	Compliance with Government Regulations .....
2.9	Force Majeure.....
2.10	State Tort Claims Act .....
	2.10.1 Scope
	2.10.2 Limitations
	2.10.3 Notifications
2.11	Indemnification.....
2.12	Severability.....
2.13	Access to Records.....
	2.13.1 Confidentiality
2.14	Amendments.....
2.15	Payment of Contractor Obligations.....
2.16	Nondiscrimination .....
2.17	Dual Payment .....
2.18	Payment for Medical Care.....
2.19	Insurance Coverage .....
	2.19.1 Workers' Compensation
	2.19.2 Comprehensive or Commercial General Liability
	2.19.3 Automobile Liability
	2.19.4 Notice of Cancellation or Change
	2.19.5 Certificate(s) of Insurance
	2.19.6 Physical Damage Clause
2.20	Governing Law; Venue; Consent to Jurisdiction .....
2.21	Termination .....
	2.21.1 Default

2.22 Approval Authority .....

2.23 Insufficient Funds .....

2.24 Written Notifications .....

2.25 Merger .....

2.26 Remedies .....

Agreement Exhibits

Exhibit A - Contractor Primary Response Area .....

Exhibit B - Inventory of State-provided Vehicles and Equipment .....

Exhibit C - State-provided Equipment - 2007-2009 Biennium Funding .....

Exhibit D - Specialized Training - 2007-2009 Biennium Funding .....

Exhibit E - Medical Surveillance - 2007-2009 Biennium Funding .....

Exhibit F - Compensation for Contractor Vehicles and Apparatus .....

Exhibit G - Compensation for Contractor Response Personnel .....

Exhibit H - Compensation for Contractor Outreach Training – 2007-2009  
Biennium Funding

Exhibit I - Summary - 2007-2009 Biennium Funding .....

Exhibit J – State Spill Response Fund – 2007-2009 Biennium Funding

Approving Signatures .....

Addenda

Addendum #1 - Hourly Rate worksheets

**INTERGOVERNMENTAL AGREEMENT FOR REGIONAL  
HAZARDOUS MATERIALS  
EMERGENCY RESPONSE TEAM SERVICES**

**General Agreement Information**

**This Intergovernmental Agreement constitutes the entire agreement between  
the Office of State Fire Marshal and the Contractor.**

**Agreement Type:** This Agreement is between the State of Oregon, acting by and through the Office of State Fire Marshal (hereinafter "OSFM") and City of Gresham and Multnomah County (hereinafter "Contractor") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390.

**1.1 Recitals:** In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a regional hazardous materials emergency response team.

The OSFM desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Emergency Response Team, and Contractor desires to be so designated and to enter into this Agreement.

**1.2 Agreement Term:** This Agreement shall be from the date of the last required signature to June 30, 2009. Subject to Legislative approval, future Agreements will be awarded on a biennial basis. The OSFM has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement within the OSFM's biennial appropriation or limitation. Contractor understands and agrees that the OSFM's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon the OSFM receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow the OSFM, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

**Standard Agreement Terms and Conditions**

**2.0 Definitions:**

**"Agreement"** means this Intergovernmental Agreement and addenda.

**“Automatic Response”** means the authority to respond to any incident beyond the capabilities of local responders without approval prior to team response by the OSFM Duty Officer. Incident must involve a hazardous spill, leak, explosion, or injury, or potential thereof, with immediate threat to life, environment, or property.

**“Clean-up”** means the measures taken after emergency response to permanently remove the hazard from the incident site.

**“Contractor”** means the local government agency(s) by which the service or services will be performed under this Agreement, including those agencies under an approved inter-governmental / agency agreement.

**“Emergency Response”** means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services that may be required as the result of a spill or release or threatened spill or release of hazardous materials;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

**“Emergency Response Costs”** means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all OSFM and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except, as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

**“Hazardous Materials”** means "hazardous substance" as that term is defined in ORS 453.307(5).

**“Incident”** means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

**“Intergovernmental Agreement”** means an agreement between an agency or agencies and one or more units of local government of the State of Oregon.

**“Local Government Agency”** means a city, county, special district or subdivision thereof.

**“Oregon-OSHA”** means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

**“ORS”** means Oregon Revised Statutes.

**“Primary Response Area”** means that geographical region where the Contractor is principally responsible for providing regional Hazardous Materials Emergency Response services.

**“Regional Hazardous Materials Emergency Response Team” (RHMERT)** means the designated employees of the Contractor who are expected to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A Regional Hazardous Materials Emergency Response Team operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2, which is incorporated herein by this reference.

**“Release”** shall have the same meaning as that in ORS 465.200(22).

**“Responsible Party”** means the person or persons responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

**“State”** means the State of Oregon acting by and through the State Fire Marshal.

**“State Owned Equipment”** means all vehicles, equipment, and supplies provided to Regional Hazardous Materials Emergency Response Teams as described in this Agreement.

**“State Spill Response Fund”** means the response fund established under ORS 453.390.

**“Teams Advisory Group”** means a group consisting of one appointed member from each RHMERT, who provide technical advice to the State Fire Marshal on equipment, vehicles, operating guidelines and similar operational issues.

**“Team Response Costs”** means those Contractor expenses, which are expressly allowed under this Agreement and are approved by the OSFM. Team Costs under this Agreement do not include the wide range of emergency response costs associated with a hazardous materials emergency, but shall be limited to approved

expenses directly related to Regional Hazardous Materials Emergency Response Team operations.

## **2.1 Statement of Work:**

**2.1.1 Services to be Provided by Contractor:** During the term of this Agreement the Contractor agrees to provide Regional Hazardous Material Emergency Response Team services within the boundaries of Contractor assigned Primary Response Area as generally depicted and described in "Exhibit A", and by this reference incorporated herein. Contractor is hereby designated "HM03".

Contractor response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials emergency response. Contractor shall not provide under this Agreement any services with respect to the sampling, testing and analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the incident.

Contractor shall not be required to maintain general security and/or safety perimeters at or near sites and vessels, locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

**2.1.2 Compliance with Regulatory Requirements:** Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

**2.1.3 Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised Regional Hazardous Materials Emergency Response Team (RHMERT) personnel as is necessary to operate within the safety levels of a Regional Hazardous Materials Emergency Response Team as specified in OR-OSHA's OAR 437, Division 2. Contractor shall limit its

team activities to that within the safety and training levels specified by Oregon-OSHA for a Hazardous Materials response team.

To document training and/or experience, team members shall complete the tasks in the Hazardous Material Technician Individual Compliance Training book within a 24 month period. Contractor shall provide notification of successful completion by the team member to OSFM. Notifications of completion shall be submitted to OSFM prior to June 30, 2009.

**2.1.4 Vehicles and Equipment:** Contractor may utilize such vehicles and equipment as it currently has available as provided in 2.1.2 herein. The Contractor will operate a hazardous materials emergency response team using hazmat vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this Agreement, on loan from the OSFM. State owned vehicles shall meet or exceed all regulatory requirements. Routine maintenance of state owned and local vehicles and equipment shall be the sole responsibility of the Contractor. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the OSFM.

Physical damage specified in section 2.19.6 of this Agreement and routine maintenance shall be the responsibility of the Contractor. All repairs to State owned vehicles and equipment shall be the responsibility of the OSFM. For purposes of this Agreement, routine maintenance means:

- A. Apparatus and Vehicles
  1. Daily/weekly/monthly checks of vehicle and equipment.
  2. Semiannual and/or mileage-related lubrication, oil and filter changes.
  3. Annual tune-up as required for preventive maintenance.
- B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- C. Protective clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- D. Communications equipment checked regularly.

The Contractor may use state owned emergency response vehicles and equipment in conjunction with other non-hazardous materials emergency response activities. The vehicle and equipment shall at all times be immediately available for emergency response with hazardous materials incidents having highest priority.

State owned vehicle(s) and equipment shall not be used by other than Contractor RHMERT employees, except as approved by the team leader/administrator.

When the state owned emergency response vehicles and equipment are used in conjunction with other non-hazardous materials emergency response activities, including assistance to local government entities at events not meeting state authorized response criteria. Contractor is liable for major repairs or replacement directly attributable to that use. Contractor is also liable for abuse or neglect of state owned emergency response vehicles and equipment when equipment is used in conjunction with other non-hazardous materials emergency response activities.

Contractor shall submit a monthly vehicle usage log to the OSFM no later than the 10<sup>th</sup> of the following month. Beginning and ending mileage for each trip must be recorded, whether it is incident response, training, maintenance, or any other activity.

**2.1.5 Right of Refusal:** The OSFM recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, a response under this Agreement would temporarily place an undue burden on the Contractor because Contractor resources are otherwise limited or unavailable within the Contractor Primary Response Area, and if prior or immediate notice has been provided to the OSFM Duty Officer, the Contractor may decline a request for a regional emergency response, however, the state owned emergency response vehicles and equipment shall remain available for OSFM's use in this instance.

**2.1.6 Standard Operating Guidelines:** Contractor and OSFM agree that regional response team operations will be conducted in accordance with the OSFM's Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this Agreement.

**2.1.7 Administrative Rules:** The parties acknowledge that the OSFM has adopted OAR 837, Division 120 and that this Agreement is consistent with those administrative rules. If those rules are amended, such amendments are incorporated into this Agreement and may require modification of the procedures, terms and conditions of this Agreement.

**2.2 Contractor Compensation:** There are three types of Contractor compensation under this Agreement: (1) Contractor stand-by costs, (2) Contractor team response costs, and (3) Contractor administrative costs. Each of these is discussed more fully below.

**2.2.1 Contractor Stand-by Costs:** Contractor shall be compensated by the

OSFM under this Agreement for its OSFM-approved stand-by costs. Such stand-by costs include:

**Specialized Training Costs:** The OSFM will provide funding for advanced training and education to Contractor RHMERT employees as specified in Exhibit "D" and if approved by the OSFM in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the OSFM agrees to pay the cost of tuition, and per diem/travel expenses at OSFM-approved rates. With prior approval by the OSFM, up to fifty percent of the funding specified in Exhibit "D" may be used to reimburse personnel costs incurred by employees attending training.

**Medical Surveillance:** The OSFM will provide funding for baseline, maintenance and exit physicals for Contractor RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the OSFM Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of health care provider must comply with all federal, state and local rules and regulations. Additionally, the OSFM will provide funding from the State's Spill Response Fund for exposure exams where no responsible party or parties is identified.

**Equipment Loans:** The OSFM agrees to loan the Contractor emergency response equipment as specified in Exhibit "B" of this Agreement. Equipment and materials will be provided by the OSFM as specified in Exhibit "C" of this Agreement.

**Level A/B Personal Protective Equipment (PPE) Acquisition:** Contractor shall be exclusively responsible for its selection of PPE suits, suit types or models to meet its own specific needs, and the OSFM shall have no involvement in, and no responsibility or liability whatsoever arising out of Contractor's choice of suits, their safety or reliability, or their testing or maintenance. The OSFM will pay for, and Contractor is authorized to purchase, only PPE suits that meet or exceed all applicable regulatory requirements and National Fire Protection Association guidelines.

Contractor shall comply with all applicable public procurement laws, including the applicable provisions of ORS chapters 279A and 279B and Contractor's own procurement ordinances, codes, rules and regulations, in contracting for the acquisition of the suits. The suits shall be procured according to the procedure established in Standard Operating Guideline T021. Upon their acquisition, the suits become part of the state-owned equipment on loan to the Contractor as specified in Exhibit "B" of this Agreement.

**2.2.2 Contractor's Team Response Costs:** Contractor shall be compensated by the OSFM under this Agreement for its OSFM-approved team response costs. The funding available for team response costs as specified in Exhibit "J" of this Agreement is in addition to Contractor stand-by costs as specified in section 2.2.1. Such team response costs shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 for the 2007-2009 biennium. Such Team response costs may include, but are not limited to:

**Compensation for Contractor Vehicle(s) and Apparatus:** Where the OSFM has approved the use of Contractor vehicles and equipment, OSFM shall compensate Contractor at the rates described in Exhibit "F" of this Agreement.

**Compensation for Contractor Personnel Response Costs:** Contractor RHMERT personnel response costs, which are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G". Hourly personnel rates for the 2007-2009 biennium will be calculated as follows:

- a) Base Hourly Rate/Non-officer - will be calculated at the hourly overtime rate, plus benefits, for the highest paid, technician trained team member who is not an officer.
- b) Base Hourly Rate/Officer (eligible for overtime) – will be calculated at the overtime rate, plus benefits for the highest paid, technician trained officer on the team.
- c) Base Hourly Rate/Salaried Officer (not eligible for overtime) - will be calculated at the salary rate, plus benefits, of the highest paid, technician trained officer on the team.

OSFM and Contractor understand that the base hourly rate of non-officers, officers, and salaried officers referred to in this section is subject to change pursuant to any collective bargaining agreement entered into between Contractor and Contractor's employees. It is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in a collective bargaining agreement between Contractor and Contractor's employees, that on the date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement and used for purposes of calculating compensation for Contractor's Personnel Response Costs.

A Response Availability Rate of \$15.5788 will be added to each base hourly rate to determine the total hourly personnel response rate for each category. Contractor will be required to document total hourly personnel response rates for each category utilizing OSFM provided format. That documentation will be

entered into this Agreement as addendum #1. Contractor RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

**Emergency Expenses:** Contractor necessary and reasonable emergency response costs related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency response purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the OSFM. The Team Leader or authorized Contractor representative will attempt to contact the OSFM Duty Officer for approval of Contractor emergency expenses exceeding \$100. Contractor claim for reimbursement must clearly document the nature of the purchases and extent of the OSFM prior verbal approval of Contractor emergency expenditures. The OSFM reserves the right to deny any payment of unjustifiable Contractor expenditures.

**2.2.3 Contractor Administrative Costs:** Team administrative costs, not to exceed 8% of the Contractor team response costs, may be billed as part of the emergency response costs, and will be reimbursed to Contractor upon receipt from responsible party or parties.

**2.2.4 Billing System:** Contractor will notify OSFM Regional Teams Operations Manager at (503) 373-1540, ext. 238 within 24 hours of a hazardous materials emergency response. An OSFM incident number will be assigned to the response at that time. Contractor shall leave a voice-mail message if notification is made after business hours. Contractor call will be returned the next business day. Contractor will provide an estimate of team emergency response costs to the OSFM within 10 working days of the response. An expenditure report and invoice shall be submitted to the OSFM within 30 days of the response. Contractor claim for reimbursement shall be on OSFM approved forms and shall contain such documentation as is necessary to support OSFM cost-recovery operations and financial audits.

The State shall bill the responsible party or parties within 30 days of receipt of Contractor invoice. The OSFM agrees to bill responsible parties for team emergency response costs and may bill for the total emergency response costs. Team emergency response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor team emergency response costs shall be collected by the OSFM from the responsible party or parties before payment is made to the Contractor. Where payment has not been received by the OSFM within 30 days after the second billing to the responsible party or parties, then the Contractor approved team emergency response costs shall be paid to the Contractor from the State Spill Response Fund. In no case shall the OSFM

payment to the Contractor exceed 63 days after receipt of the Contractor invoice by OSFM, provided responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

**Billing for State Owned Equipment Only:** All responses to incidents utilizing state owned equipment will be billed for state owned equipment use only, including those incidents within the Contractor's local jurisdiction. A statement for equipment used will be prepared by the Office of State Fire Marshal, and forwarded to the identified responsible party any time the state owned vehicle or equipment is used for hazmat response. If there is no responsible party identified, the local first responder will not be billed for the use of the equipment.

**Option for Waiver:** The Contractor shall have the option of requesting a waiver of state owned equipment charges for response to any public agency within the jurisdictional boundaries of the Contractor. In addition, the Contractor may request a waiver of charges when there are extenuating circumstances, which would preclude a billing to the responsible party or parties. Requests for waiver will be subject to review and approval by the State Fire Marshal.

**Billing for Personnel/Incidents not meeting OSFM Response Criteria:** If Contractor opts to bill for personnel cost during a local response not meeting state authorized response criteria, the OSFM will pursue billing for those personnel costs. Those personnel costs will be reimbursed to the Contractor only upon collection from the responsible party or parties, and will not be subject to reimbursement from the State Spill Response Fund.

**Priority of Reimbursements:** If the OSFM successfully recovers payment from the responsible party or parties it shall first be used to pay the Contractor team emergency response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Fund for the amount previously paid to the Contractor and the OSFM administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the OSFM as is reasonable and necessary in order to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party or parties then the Contractor shall not be required to reimburse the OSFM for payments previously made.

**2.2.5 Interest:** If the OSFM fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the OSFM on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if emergency response costs are invoiced by the Contractor on

OSFM-approved forms and responsible party information supplied by the Contractor is correct to the best of the Contractor knowledge or belief.

**2.2.6 State Funding Available:** The OSFM believes that sufficient funds will be available and authorized within the OSFM 2007-2009 appropriation or limitation. State funding for standby costs available under this Agreement for the 2007-2009 biennium shall be the sum of the amounts specified in exhibits C, D, E and H to this Agreement and are summarized in Exhibit I of this Agreement.

The funding available as specified in Exhibits C, D, E and H to this Agreement does not include Contractor team emergency response costs as specified in 2.2.2. Such team emergency response costs are available in addition to Contractor standby costs and shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 for the 2007-2009 biennium and identified in Exhibit J to this Agreement.

Additional Contractor compensation shall be paid under this Agreement only if specifically agreed to by the OSFM and the Contractor in writing. OSFM payments under the terms of this Agreement shall be considered full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall release the OSFM from all claims by Contractor for reimbursement of team emergency response costs except where partial payment has been made due to limitations of the State's Spill Response Fund and subject to further payment as set forth above.

**2.2.7 Prior Approval:** Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by OSFM as set forth in Section 2.2.8. Granting of response approval by the OSFM Duty Officer constitutes the OSFM agreement to pay Contractor team emergency response costs from the State Spill Response Fund if recovery from a responsible party or parties is not obtained in a timely manner. Contractor agrees to make reasonable and good faith efforts to minimize responsible party and/or OSFM expenses.

**2.2.8 Response Procedures and Limitations/Automatic Response:** If the Contractor has received state authority for automatic response, Contractor may, upon receipt of an emergency response request, provide emergency response services as specified under the terms of this Agreement and the OSFM's Standard Operating Guidelines, which is incorporated herein by this reference. Contractor shall immediately thereafter notify the OSFM Duty Officer.

If the Contractor has *not* received state authority for automatic response or if the emergency response request does not meet the Standard Operating Guideline

criteria, the Contractor shall refer the response request to the OSFM Duty Officer who will evaluate the situation and either authorize the Contractor response or decline the response request.

**2.2.9 Spill Response Fund:** If the Spill Response Fund becomes depleted or fiscally unsound, the OSFM shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.

For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of a Contractor receiving the emergency response request, which reduces the fund below the \$20,000 threshold.

If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Fund balance, Contractor assumes the risk of non-payment if the OSFM is unable to obtain additional funding for the Spill Response Fund, recover the Contractor team emergency response costs from a responsible party or if there is no identifiable responsible party. Contractor shall immediately notify the OSFM Duty Officer of all emergency response activities undertaken pursuant to this Agreement.

If, after becoming depleted or fiscally unsound, additional funds become available in the Spill Response Fund and Contractor has billed the OSFM as set forth in Section 2.2.2, Contractor shall be reimbursed for unpaid team emergency response costs to the extent funds are available.

**2.3 Where No Responsible Party Can Be Identified:** As previously mentioned in Section 2.2, OSFM agrees to bill the party or parties responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable responsible party, or if the responsible party is unable to pay, the OSFM agrees to pay Contractor team emergency response costs from the State's Spill Response Fund provided funds are available and Contractor has complied with 2.2. herein.

**2.4 Contractor Status:** Contractor certifies it is not an employee of the State of Oregon and is a local government agency or agencies.

**2.5 Retirement System Status:** Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation from the State of Oregon.

**2.6 Assignments/Subcontracts:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of OSFM. Such written approval will not relieve Contractor of any obligations of this Agreement, and any assignee, transferee or subcontractor shall be considered the agent of Contractor. Except where OSFM expressly approves otherwise, Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

Contractor shall not agree in writing or otherwise with other local governmental entities to provide the state owned emergency response vehicles and equipment to assist those entities at events not meeting OSFM authorized response criteria unless the OSFM also is a party to that agreement.

**2.7 Successors in Interest:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

**2.8 Compliance With Government Regulations:** Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-002-100 (18) which adopts 29 CFR 1910.120(q) and its Appendix B.

**2.9 Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war, which is beyond that party's reasonable control. OSFM or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

**2.10 State Tort Claims Act:**

**2.10.1 Scope:** During operations authorized by this Agreement, Contractor and Contractor's RHMERT employees shall be agents of the state and protected and defended from liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a Regional Hazardous Materials Emergency Response Team. Operations also include advanced training activities provided under this Agreement to the Contractor's Hazardous Materials Emergency Response Team employees, but do not include travel to and from the training.

**2.10.2 Limitations:** Except as provided in Section 2.1.4, this Agreement in no way limits a Contractor from responding with State owned equipment and supplies

under local authority, mutual-aid agreements, or other contracts under local authority.

**2.10.3 Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer  
4760 Portland Road NE  
Salem, Oregon 97305  
Pager: (503) 370-1488

Copies of such written reports shall also be sent to:

State Risk Management Division  
1225 Ferry Street SE.  
Salem, Oregon 97310

**2.11 Indemnification:** When performing operations not authorized under ORS 453.374 – 453.390, while using state's equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees, subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

**2.12 Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**2.13 Access to Records:** Subject to the state's Public Record Laws, each party to this Agreement, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years, or longer where required by law.

**2.13.1 Confidentiality:** Except as otherwise provided by law, each party to this Agreement agrees that they shall not in any way, disclose each other's confidential

information to a third party. The rights and obligations set forth in this section shall survive termination of the Agreement.

**2.14 Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OSFM and Contractor.

**2.15 Payment of Contractor Obligations:** Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses, to pay any such claims as they become due and for which the OSFM may be held liable, the proper officer(s) representing the OSFM, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

**2.16 Nondiscrimination:** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

**2.17 Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

**2.18 Payment for Medical Care:** Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor employees, except as noted in 2.2.1, Medical Surveillance. Such payment shall be made from all sums, which Contractor has agreed to pay for such services, and from all sums, which Contractor has collected or deducted, from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. It is the intent of the parties that this section includes any collective bargaining agreements that the Contractor has entered into with Contractor employees.

**2.19 Insurance Coverage:**

**2.19.1 Worker Compensation:** Contractor, its subcontractors (if any), and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires

them to provide workers' compensation coverage for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the OSFM and Contractor. If, however, the Contractor Workers' Compensation costs increase as a direct result of an injury, illness or participation as Regional Hazardous Materials Emergency Response Team, the OSFM will compensate the Contractor for the increased costs.

**2.19.2 Comprehensive or Commercial General Liability:** Contractor shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured Contractor, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor general liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) in the aggregate, or the equivalent.

**2.19.3 Automobile Liability:** Contractor and OSFM shall obtain and keep in effect automobile liability insurance or its equivalent for self-insured Contractor, for their respective vehicle(s) during the term of this Agreement. The Contractor shall obtain separate automobile liability insurance providing primary coverage for OSFM vehicles when Contractor uses OSFM vehicles as provided in Section 2.10.2 of this Agreement. Auto liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) combined single limit occurrence, or equivalent.

**2.19.4 Notice of Cancellation or Change:** Contractor and OSFM agree there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew their respective insurance coverage without 30 days' written notice to the other party.

**2.19.5 Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, both OSFM and Contractor shall furnish copies of or updates of previously provided Certificates of Insurance or Certificates of Self-Insurance as the case may be, to each other prior to the beginning of work under this Agreement.

**2.19.6 Physical Damage Clause:** Excluding ordinary wear and tear, Contractor is responsible for any physical damage to or loss of, State-owned equipment that is directly attributable to local response, regardless of fault. When Contractor acts under OSFM authority, the OSFM will be responsible for physical damage to or loss of state-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

**2.20 Governing Law; Venue; Consent to Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between OSFM (and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**2.21 Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

The OSFM or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or OSFM, or at such later date as may be established by the OSFM or Contractor, under any of the following conditions:

- a. if State Fire Marshal funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. The Agreement may be modified to accommodate a reduction in funding.
- b. if federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments by this Agreement.
- c. if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**2.21.1 Default:** The OSFM or Contractor, by written notice of default (including breach of contract) to the other party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

- a. if the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,
- b. if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

**2.22 Approval Authority:** Contractor representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.

**2.23 Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds for response costs by the OSFM to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

**2.24 Written Notifications:** Any written notifications required for the administration of this Agreement shall be sent to the following:

Office of State Fire Marshal  
4760 Portland Rd. NE  
Salem, OR 97305

City of Gresham/Multnomah County  
c/o Gresham Fire Department  
1333 NW Eastman Parkway  
Gresham, OR 97030

**2.25 Merger; Waiver:** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OSFM to enforce any provision of this Agreement shall not constitute a waiver by OSFM of that or any other provision.

**2.26 Remedies** In the event that Contractor violates any term or condition under this Agreement, OSFM shall have all remedies available to it under law, in equity, and under this Agreement.

## **EXHIBIT A**

### **Regional Team Primary Response Area Boundary Description**

**HazMat 3/Gresham-Multnomah County** - Beginning at the Columbia River at the City of Gresham's western boundary, south along the Gresham service boundary to the Clackamas County line, then west of the Clackamas county line to the Willamette River. South along the Willamette to the northern boundary of Canby Fire District. Continue east, south and west along the Canby RFD boundary to Highway 99E. South along Highway 99E to the Clackamas/Marion County line. South and east on Clackamas County border to the western boundary of the Warm Springs Indian Reservation. North and East on Warm Springs border to Highway 26 at its junction with Highway 216. East on Highway 216 to the Wasco Sherman County line then south and east along the Wasco County line to the John Day River. North along John Day River to the Columbia River. West on Columbia River to the point of beginning.

## EXHIBIT B

### INVENTORY OF OSFM-PROVIDED VEHICLES AND EQUIPMENT 05-0-1-07

ItemName	MdlNum	SrlNum	OSFMNum
ZODI Quick Hut Shower	PRO 70		
APD 2000	838		0052
AIM Commander, Multigas Monitor	XP111-MABCN	700002070	25700-04736
AIM Commander, Multigas Monitor	XP111-MABCQ	700002090	25700-04739
ISC M-40 Multigas Monitor	M40-KIT-11101	0608157-120	25700-05393
DOSIMETER; Dositec	L36	250459	25700-04315
DOSIMETER; Dositec	L36	250458	25700-04314
DOSIMETER; Dositec	L36	250457	25700-04313
DOSIMETER; Dositec	L36	250456	25700-04312
DOSIMETER; Dositec	L36	250460	25700-04316
DOSIMETER; Dositec	L36	250461	25700-04317
Drager CDS/HazMat Kit & Test Sets			
Drager Training sets I & V			
M256A1 Kit and Training Kit, 2002			
M8 & M9 Paper, 2001			
Radiological Alarming Pocket Survey	2401 EC2A	187097	25700-04407
Radiological Alarming Pocket Survey	2401 EC2A	187095	25700-04406
Radiological Alarming Pocket Survey	2401 EC2A	187098	25700-04408
Radiological Pancake Pocket Survey	2401-P	212611	25700-04453
Radiological Pancake Pocket Survey	2401-P	212610	25700-04452
Radiological Pancake Pocket Survey	2401-P	212608	25700-04451
Mini Rae 2000		110-005044	0052
CANBERRA ULTRARADIAC RADIATION	MRAD113	05062704	25700-05325
CANBERRA ULTRARADIAC RADIATION	MRAD113	05062811	25700-05328
CANBERRA ULTRARADIAC RADIATION	MRAD113	05062794	25700-05327
CANBERRA ULTRARADIAC RADIATION	MRAD113	05062732	25700-05326
CANBERRA ULTRARADIAC RADIATION	MRAD113	05062697	25700-05324
CANBERRA ULTRARADIAC RADIATION	MRAD113	05062694	25700-05323
MSA 261 w/Calibration Equipment, Harness			ER0439
Sensidyne Detection Kit			ER1370
SPECTROMETER; Portable I.R.	023-1005 HazMat ID	00282	25700-03503
Victoreen			
128 Channel Radio - UHF			ER0531
128 Channel Radio - VHF			ER0512
35mm Camera-Olympus			ER0071
800 MHz Watt Radio & Base Station			
AdvanceTec 4 Charger/conditioner wall mounted	ADCAT4-2060 IFD		
ANTENNA; Receiver and Controller	SC-EL-N	EL3-RXA & C 00230	25700-05468
Bag Phone	MC 480		
Calculator			ER0082
CAMERA: Thermal Imaging; FireFlir	FF131	100318	25700-04946
CaMERA; EntryLink Wireless Video	SC-EL-N	EL3-230	25700-05467

Canon 3 in 1 Printer	MPC530`		
Canon PC-6RE Copier w/Cartridge			
Com Space Motorola Interface cables w/throat mic & ear cable			
Com Space Motorola Interface cables w/throat mic & ear cable			
Com Space Motorola Interface cables w/throat mic & ear cable			
Com Space Motorola Interface cables w/throat mic & ear cable			
Com Space Motorola Interface cables w/throat mic & ear cable			
Com Space Motorola Interface cables w/throat mic & ear cable			
Com Space Motorola Interface cables w/throat mic & ear cable			
Compaq Advanced Port Replicator	307651-001	5Y31KW44H558	0151
Compaq EVO N800C Laptop	470042-969	5Y31KLM2V044	0106
COMPUTER; Dell Inspiron 5100 Laptop	5100 Inspiron	F1SL941	25700-03504
Copier		NTW 93257	
HP 6L Laser Printer			
Micro Cassette Recorder			ER0575
Micro Cassette Recorder			ER0579
Mobile Telephone			ER2798
Mobile Telephone			ER2797
MONITOR: Insignia Flat Screen Video/TV	14" FLATSCRN	N/A	25700-05508
Multimedia Speakers, set			
Polaroid Land Camera			ER0075
Portable FAX Machine			ER1791
PRINTER; HP LaserJet	LJ1022	CNBC58737W	25700-04921
Proxima Projector & Case		05375	
Radio, Act 6 Unit Radio Rack			
Radio, Charger, Travel Motorola HT1550xls			
Radio, Charger, Travel Motorola HT1550xls			
Radio, I Charge 6bay Unit		65030082	0487
Radio, Portable Motorola, HT1250 VHF		749TDEB533	0484
Radio, Portable Motorola, HT1250 VHF		749TDEB531	0485
Radio, Portable Motorola, HT1250 VHF		749TDEB530	0486
Radio, Portable Motorola, HT1250 VHF		749TDEB528	0479
Radio, Portable Motorola, HT1250 VHF		749TDEB511	0482
Radio, Portable Motorola, HT1250 VHF		749TDEB522	0483
Radio, Portable Motorola, HT1250 VHF		749TDEB515	0480
Radio, Portable Motorola, HT1250 VHF		749TDEB532	0481
SERVER; LinkSys Wireless Printer Server	WPS54GU2	SF5005606530	25700-04920
Sony Digital Camera, 128 & 16 mg Mem Stick, Chgr, Floppy Adapter			
Sony Video Camera & Tripod			ER0413
TRIPOD; Antenna & Mast	SC-EL-N	N/A	25700-05469
UPS			ER1704
14 Gal Overpack Drum			
30 Gal Overpack Drum			
55 Gal Overpack Drum			
95 Gal Overpack Drum			
Air Bag System			
Chlorine Kit "A"			ER2783
Chlorine Kit "B"			ER1132
Chlorine Kit "C"			ER1136
Dome Cover Clamps, 3/Set			ER1137
Dome Cover Clamps, 3/Set			ER2717
			ER2716

Leaker 6000			
American Railroad Emergency Action Guide / Emergency Action Guides, 1997			
CHRIS Response Methods Handbook			
Effects of Exposure to Toxic Gases, First Aid & Medical Treatment, Third Edition, 1988			
Emergency Handling of Hazardous Materials in Surface Transportation			
Farm Chemicals Handbook & CD			
Firefighter Handbook to Hazardous Materials			
Firefighter Hazardous Materials Reference Book, Second Edition			
GATX Tank Car Manual			
Guide to Occupational Exposure Values, 1999			
Handbook of Compressed Gases, Fourth Edition, 1999			
Handbook of Health Physics and Radiological Health, Third Edition, 1998			
Hawley's Condensed Chemical Dictionary, Thirteenth Edition, 1997			
Hazardous Materials Air Monitoring & Detection Devices, 2002			
Jane's Chem Bio Handbook, 2001			
Merck Index, Twelfth Edition, 1996			
NFPA Fire Protection Guide on Hazardous Materials, Twelfth Edition, 1997			
ODOT Emergency Response Guidebook, 2000			
OREIS, 2001			
Pestline, Material Safety Data Sheet for Pesticides and Related Chemicals, 2 vol, First Edition			
Pocket Guide to Chemical Hazards, 1997			
Preparing for Biological Terrorism, 2002			
Preparing for Terrorism, 2002			
Sax's Dangerous Properties of Industrial Materials, 3 vol, Tenth Edition, 1999			
Terrorism Handbook for Operational Responders, 2002			
Binoculars			ER0181
Convertible Hand Truck			
Drum Truck			ER0205
Drum Up Ender			ER1005
Duo Safety Ladder			ER2678
Ground Meter & Accessories			
Hand Truck			ER0200
High Pressure Regulator			
MDT Mobile Workstation			
Porta Potty			
Spotting Scope			ER0189
Stream-light Lantern			ER2692
Stream-light Lantern			ER2693
TESTER; DUPONT PROTECTIVE SUIT	990810	KC1083114800049	25700-04991
PRESSURE			
Traffic Cones, 10			ER1745
Weather PAK			ER1746
Weather Station			ER1352
AIR-PAK; MSA SCBA	FireHawk	*HM8	25700-04708
AIR-PAK; MSA SCBA	FireHawk	*HM1	25700-04701
AIR-PAK; MSA SCBA	FireHawk	*HM7	25700-04707
AIR-PAK; MSA SCBA	FireHawk	*HM2	25700-04702
AIR-PAK; MSA SCBA	FireHawk	*HM3	25700-04703
AIR-PAK; MSA SCBA	FireHawk	*HM4	25700-04704
AIR-PAK; MSA SCBA	FireHawk	*HM5	25700-04705
AIR-PAK; MSA SCBA	FireHawk	*HM6	25700-04706
Boots; HazProof			

BOTTLE; MSA 60 Min SCBA	56121	25700-04711
BOTTLE; MSA 60 Min SCBA	55491	25700-04713
BOTTLE; MSA 60 Min SCBA	56109	25700-04714
BOTTLE; MSA 60 Min SCBA	54630	25700-04715
BOTTLE; MSA 60 Min SCBA	56112	25700-04716
BOTTLE; MSA 60 Min SCBA	54891	25700-04712
BOTTLE; MSA 60 Min SCBA	55490	25700-04709
BOTTLE; MSA 60 Min SCBA	56146	25700-04710
Bunker Boots - 7 pr		
Chemical Resistant Boots - 24 pr assorted sized		
Chemtex Sijal, 1992, - 36 ea assorted sizes		
Con-Space Quiet Push-to-Talk	SR65I04	
DuraFab Comfort Guard III, 1993 - 18 ea		
Gear Bag - 12 ea		
Hard Hat - 6 ea		
Kappler Reflector Level A Suit - XL		
Kappler Reflector Level A Suit - XL		
Kappler Reflector Level A Suit - XXL		
Kappler Reflector, 2001 - 4 ea		
Kappler Responder Level A Suit - L		
Kappler Responder, 2001 - 4 ea		
Lakeland Tychem BR 440 Level B, 2001 - 16 ea		
Lakeland, Dupont, 2001 - 4 ea		
MSA SCBA Bottle		ER1770
MSA SCBA Bottle		ER1776
MSA SCBA Bottle		ER1775
MSA SCBA Bottle		ER1774
MSA SCBA Bottle		ER1773
MSA SCBA Bottle		ER1777
MSA SCBA Bottle		ER1772
MSA SCBA Bottle		ER1771
MSA Spectacle Kit		
Nomex Coveralls - 33 ea		
Personal Floatation Devices		
Polycarb Face Shield		
Polycarb Face Shield		
Ranger Firefighting Boots - 6 pr		
SCBA Bottle		ER0753
SCBA Bottle		ER0754
SCBA Bottle		ER0752
SCBA Bottle		ER0757

SCBA Bottle	ER0751
SCBA Bottle	ER0755
SCBA Bottle	ER0756
SCBA Bottle	ER0758
SCBA Spare Tank	ER1057
SCBA Spare Tank	ER1058
SCBA Spare Tank	ER1063
SCBA Spare Tank	ER1062
SCBA Spare Tank	ER1061
SCBA Spare Tank	ER1060
SCBA Spare Tank	ER1055
SCBA Spare Tank	ER1059
SCBA Spare Tank	ER1056
SCBA Spare Tank	ER1054
SCBA Spare Tank	ER1053
SCBA Spare Tank	ER1052
SCBA Spare Tank	ER1051
SCBA Spare Tank	ER1064
SCBA Spare Tank	ER1049
SCBA Spare Tank	ER1050
Trelleborg Repair Kit	ER2500
Turnouts, Full Firefighting w/Nomex Hoods - 16 ea	
Pro Pak Foam Applicator	
3 1/8" Hole Saw - 2 ea	
Air Drill w/Drill Bit, Auto Oiler	
Air Hose w/Regulator 3/8" x 50' - 2 ea	ER2119
Arc Joint Pliers	
Aviation Shears, Left	
Aviation Shears, Right	
Aviation Shears, Straight	
Basic 215 Piece Set	
Bolt Cutters - 18"	
Chain Saw	
Chisel & Punch Set	
Craftsman 144 Piece Mechanics Set	
DeWalt Cordless Circular Saw	
Drill	
Drill Index	
Easy-Out/Stud Extractors	
Easy-Out/Stud Extractors	
Grounding Equipment/Bonding Equipment, 25ft - 2 ea	
Grounding Equipment/Bonding Equipment, 50ft - 2 ea	
Hydraulic Jack	
Impulse Framing Nailer	
Locking Pliers	
Lockout/Tagout Kit	
Meger Meter	
NS 2 lb Maul	
NS 55 Gallon Drum Bung Wrench - 2 ea	
NS Crescent Wrench - 12"	
NS Dead Blow Hammer	
NS Pinch Bar - 18"	

NS Pipe Wrench - 24" - 2 ea  
NS Pipe Wrench - 36" - 2 ea  
NS Scraper  
NS Screw Driver - Straight Tip, Large  
Open End/Box End Wrenches, LG - 6 ea  
Pliers  
Pry Bar, 54"  
Pulaski - 2 ea  
PUMP; Wilden Mdl 200 Transfer; w/Hose Kit  
Putty Knife  
Rotary Rescue Saw  
Sawzall & Drill Pack - 24v  
Scissors  
Scoop Shovel (4 ea) - Aluminum  
Screwdriver set  
Shovel, round point - 2 ea  
Shovel, square point - 2 ea  
Tool Box - 4 ea  
Vetter Inductor  
Viking Magnets  
Wire Brush  
Extinguisher, Type D  
Tire Chains, Cable Singles  
Tire Chains, Link Singles  
Wheel Chocks, set of 2  
Wheel Chocks, set of 2

ER1636

**EXHIBIT C**

**ESTIMATED COST OF STATE-PROVIDED EQUIPMENT  
TO BE PURCHASED  
2007-2009 Biennium Funding**

**Funds for approved equipment purchases are available under this Agreement as follows:**

**Training Equipment, Materials and Supplies \$1000.00**

**Replacement of capital equipment and expendable items will be provided as necessary, by prior approval of the Office of State Fire Marshal, not to exceed a maximum of \$15,000.00**

**Funding Available for Equipment \$16,000.00**

**EXHIBIT D**

**TRAINING  
2007-2009 Biennium Funding**

**Funds for approved Technician; Specialty, Recertification, and HazCat training are available under this Agreement as follows:**

<b>Funding Available for Training</b>	<b>\$46,904.00</b>
---------------------------------------	--------------------

**Contractor may elect to use up to 50% of funding available in this exhibit for the reimbursement of personnel costs incurred as a result of RHMERT employees attending advanced training. Reimbursement for personnel cost during 2007-2009 biennium is not to exceed \$23,452.00.**

## EXHIBIT E

### MEDICAL SURVEILLANCE 2007-2009 Biennium Funding

Funds for approved medical surveillance are available for Contractor RHMERT employees under this Agreement as follows:

Up to 22 personnel may receive medical surveillance exam(s), up to a maximum of \$700 per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 2007-2009 biennium. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$700 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

**Funding Available for Medical Surveillance**

**\$15,400.00**

**EXHIBIT F**

**Compensation for Vehicles and Apparatus  
2007-2009**

**State to provide the compensation for use of Contractor's vehicles and apparatus in response to a hazardous materials incident at the following rates:**

<b><u>Vehicles</u></b>	<b><u>Rate Per Hour</u></b>
Each engine	\$100.00
Each aerial ladder	150.00
Each utility/staff vehicle	50.00

**Contractor Equipment Charges**

Cellular/Mobile/SMR Telephone Charge \$50.00 per incident per phone

**Other Associated Costs**

Replacement and/or repair costs for damaged and/or expended equipment and supplies will be charged on an actual cost basis.

**EXHIBIT G**

**CONTRACTOR'S RESPONSE PERSONNEL  
2007-2009**

**OSFM to provide compensation for Contractor personnel utilized in response to a hazardous materials incident as follows:**

**Personnel Category**

	<b><u>Rate per hour</u></b>
<b>Gresham Fire Department</b>	
HazMat Team Member-Non Officer	\$67.08
HazMat Team Member – Officer	\$76.67
HazMat Team Member - Salary	\$80.59
<b>Multnomah Co. Sheriff Office</b>	
HazMat Team Member-Non Officer	\$102.11
HazMat Team Member – Officer	\$88.56

All other support personnel at actual costs.

Pursuant to section 2.2.2. of this Agreement, it is the intent of OSFM and Contractor that if, during the term of this Agreement, the base hourly rate of Contractor's employees for non-officers, officers, or salaried officers changes due to a change in any collective bargaining agreement between Contractor and Contractor's employees, that on the effective date those changes become effective under a collective bargaining agreement, those changes will be incorporated in this Agreement and used for purposes of calculating compensation for Contractor's Personnel Response Costs.

**EXHIBIT H**

**OUTREACH TRAINING  
2007-2009 Biennium Funding**

**Funds for approved outreach training, allowing team personnel to interface with, educate and train other local agencies.**

<b>Funding Available for Outreach Training</b>	<b>\$6,342.00</b>
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## EXHIBIT I

### Summary - 2007-2009 Biennium Funding Available for Standby Costs

<b>Equipment Purchases - 2007-2009 Biennium Funding - (See Exhibit C)</b>	<b>\$16,000.00</b>
<b>Training - 2007-2009 Biennium Funding - (See Exhibit D)</b>	<b>\$46,904.00</b>
<b>Medical Surveillance - 2007-2009 Biennium Funding - (See Exhibit E)</b>	<b>\$15,400.00</b>
<b>Outreach Training - 2007-2009 Biennium Funding</b>	<b>\$6,342.00</b>
<b>Total 2007-2009 Biennium Funding Available for Standby Costs</b>	<b>\$84,646.00</b>

**EXHIBIT J**

**State's Spill Response Fund**

**2007-2009 Biennium Funding**

**\$ 300,000.00**

This is the *Total* State's Spill Response Funding limitation available for the 2007-2009 biennium RHMERT services by *all* Contracted RHMERT's. This does *not* guarantee that any Contractor will be reimbursed for any specific amount from the State's Spill Response Fund; only that funding in this amount is available for reimbursement of emergency response team costs is available within the OSFM limitation or appropriation.

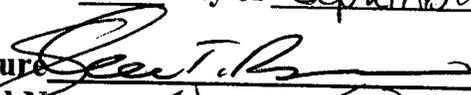
Approving Signatures:

On Behalf of the State of Oregon,

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Nancy Orr  
State Fire Marshal

On Behalf of City of Gresham  
Dated this 11<sup>th</sup> day of September, 2007

Signature   
Printed Name Shane T. Bemis  
Title Mayor  
Address 1333 NW Eastman Pkwy.  
City Gresham, OR Zip 97030

On Behalf of Multnomah County  
Dated this 18<sup>th</sup> day of October, 2007

Signature   
Printed Name: \_\_\_\_\_  
Title \_\_\_\_\_ Ted Wheeler  
County Chair  
Address \_\_\_\_\_ 501 SE Hawthorne Blvd.  
City \_\_\_\_\_ Portland Oregon 97214

On Behalf of Multnomah County Sheriff  
Dated this 4<sup>th</sup> day of OCTOBER, 2007

Signature Sheriff Bernie Giusto by me 10-04-07  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_ Bernie Giusto  
Sheriff  
Address \_\_\_\_\_ 501 SE Hawthorne Blvd. STE 350  
City \_\_\_\_\_ Portland Oregon 97214

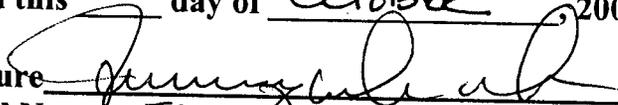
On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_

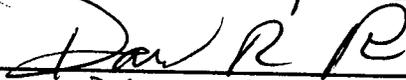
On Behalf of The Umatilla County Attorney's Office

Dated this 17<sup>th</sup> day of October, 2007

Signature   
Printed Name JACQUELYN A. WEBER  
Title ASSISTANT COUNTY ATTORNEY  
Address 501 SE HAWTHORSE BLVD., SUITE 500  
City PORTLAND, OR Zip 97214

On Behalf of Gresham City Attorney's Office

Dated this 22<sup>nd</sup> day of August, 2007

Signature   
Printed Name DAVID R RU  
Title Senior Assistant City Attorney  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

**ADDENDUM #1**  
**Hourly Personnel Response Rate**  
**Calculation Worksheet**

**NON-OFFICER-GRESHAM FIREFIGHTER**

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for non-officer team members.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member who is not an officer.

<b>BASE SALARY</b>	<b>\$33.87</b>
Regular hourly rate <u>22.58</u> x 1 1/2 =	
<b>INSURANCE/BENEFITS</b>	<b>\$4.50</b>
Premium paid per month ÷ <u>2880</u> hours worked per month =	
<b>PERS</b>	<b>\$4.59</b>
Employer's contribution paid per month ÷ _____ hours worked per month =	
<b>WORKERS COMP INSURANCE*</b>	<b>\$5.1</b>
Base hourly rate _____ x .015 =	
<b>FICA* (Medicare 1.45%, OASDI 6.2%)</b>	<b>\$2.59</b>
Base hourly rate _____ x 7.65% =	
<b>UNEMPLOYMENT TAX**</b>	<b>\$0.08</b>
Base hourly rate _____ x _____ % =	
<b>PAYROLL TAX**</b>	<b>\$3.36</b>
Base hourly rate _____ x _____ % =	
<b>INCENTIVE/PREMIUM PAY</b>	<b>\$5.00</b>
Incentive pay paid per month ÷ _____ hours worked per month =	
<b>RESPONSE AVAILABILITY RATE</b>	<b><u>\$15.5788</u></b>
<b>TOTAL HOURLY RATE</b>	<b>\$67.08</b>

\* Percentage for calculation provided by Allison Absher, Oregon State Payroll System, effective March 14, 2007. \*\* Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

Hourly Personnel Response Rate  
Calculation Worksheet

**OFFICER (Eligible for Overtime)-GRESHAM FIRE**

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for team members who are officers eligible for overtime.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member who is not an officer.

<b>BASE SALARY</b>	\$40.79
Regular hourly rate <u>27.19</u> x 1 ½ =	
<b>INSURANCE/BENEFITS</b>	\$4.50
Premium paid per month ÷ <u>2880</u> hours worked per month =	
<b>PERS</b>	\$5.53
Employer's contribution paid per month ÷ _____ hours worked per month =	
<b>WORKERS COMP INSURANCE*</b>	\$ .61
Base hourly rate _____ x .015 =	
<b>FICA* (Medicare 1.45%, OASDI 6.2%)</b>	\$3.12
Base hourly rate _____ x 7.65% =	
<b>UNEMPLOYMENT TAX**</b>	\$ .08
Base hourly rate _____ x _____ % =	
<b>PAYROLL TAX**</b>	\$ .44
Base hourly rate _____ x <u>1.0718</u> % =	
<b>INCENTIVE/PREMIUM PAY</b>	\$6.02
Incentive pay paid per month ÷ _____ hours worked per month =	
<b>RESPONSE AVAILABILITY RATE</b>	<u>\$15.5788</u>
<b>TOTAL HOURLY RATE</b>	\$76.67

\* Percentage for calculation provided by Allison Absher, Oregon State Payroll System, effective March 14, 2007. \*\* Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

**ADDENDUM #1**  
 Hourly Personnel Response Rate  
 Calculation Worksheet

**OFFICER/Salaried (Not Eligible for Overtime)-GRESHAM FIRE**

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for team members who are officers, but not eligible for overtime.

**NOTE:** Base Hourly Rate/Salaried Officer is calculated at the hourly salary rate of the highest paid, technician trained team member who is an officer.

<b>BASE SALARY</b>	<b>\$47.76</b>
Regular hourly rate = 99,336/2080	
<b>INSURANCE/BENEFITS</b>	<b>\$5.78</b>
Premium paid per month ÷ <u>2080</u> hours worked per month =	
<b>PERS</b>	<b>\$6.47</b>
Employer's contribution paid per month ÷ _____ hours worked per month =	
<b>WORKERS COMP INSURANCE*</b>	<b>\$ .72</b>
Base hourly rate _____ x .015 =	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	<b>\$3.65</b>
Base hourly rate _____ x 7.65% =	
<b>UNEMPLOYMENT TAX**</b>	<b>\$ .12</b>
Base hourly rate _____ x _____ % =	
<b>PAYROLL TAX**</b>	<b>\$ .51</b>
Base hourly rate _____ x _____ % =	
<b>INCENTIVE/PREMIUM PAY</b>	<b>\$</b>
Incentive pay paid per month ÷ _____ hours worked per month =	
<b>RESPONSE AVAILABILITY RATE</b>	<b><u>\$15.5788</u></b>
<b>TOTAL HOURLY RATE</b>	<b>\$80.59</b>

\* Percentage for calculation provided by Allison Absher, Oregon State Payroll System, effective March 14, 2007.

\*\* Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

Hourly Personnel Response Rate  
Calculation Worksheet

**NON-OFFICER (LE Sergeant)**

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for non-officer team members.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member who is not an officer.

<b>BASE SALARY</b>	\$57.60
Regular hourly rate $38.40 \times 1 \frac{1}{2} =$	
<b>INSURANCE/BENEFITS</b>	\$5.02
Premium paid per month $(\$870.25) \div 173.34$ hours worked per month =	
<b>PERS</b>	\$15.10
Employer's contribution paid per month $\div$ _____ hours worked per month = (PERS & PERS Bond Surcharge) $26.2\% \times 57.60$	
<b>WORKERS COMP INSURANCE*</b>	\$.87
Base hourly rate $57.60 \times .015 =$	
<b>FICA* (Medicare 1.45%, OASDI 6.2%)</b>	\$4.41
Base hourly rate $57.60 \times 7.65\% =$	
<b>UNEMPLOYMENT TAX**</b>	\$.52
Base hourly rate $57.60 \times .90\% =$	
<b>PAYROLL TAX**</b>	\$.37
Base hourly rate $57.60 \times .64\% =$ (Tri-Met Tax)	
<b>INCENTIVE/PREMIUM PAY</b>	\$3.46
Incentive pay paid per month $\div$ _____ hours worked per month = ( $6\% \times 57.60$ )	
<b>RESPONSE AVAILABILITY RATE</b>	<u>\$15.5788</u>
<b>TOTAL HOURLY RATE</b>	\$102.9288

\* Percentage for calculation provided by Allison Absher, Oregon State Payroll System, effective March 14, 2007.

\*\* Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.

Hourly Personnel Response Rate  
Calculation Worksheet

***OFFICER/ (Eligible for Overtime) - MCSO***

Complete calculations for each line item and enter amount in column to the right. When calculations are complete, add together all amounts in the right hand column for a total, which will determine the contracted hourly personnel rate for team members who are officers eligible for overtime.

NOTE: Base Hourly Rate/Non-Officer is calculated at the overtime rate for the highest paid, technician trained team member who is not an officer.

<b>BASE SALARY</b>	\$47.54
Regular hourly rate $31.69 \times 1 \frac{1}{2} =$	
<b>INSURANCE/BENEFITS</b>	\$5.02
Premium paid per month $(\$870.25) \div 173.34$ hours worked per month =	
<b>PERS</b>	\$12.46
Employer's contribution paid per month $\div$ _____ hours worked per month = (PERS & PERS Bond Surcharge) $26.2\% \times 47.54$	
<b>WORKERS COMP INSURANCE*</b>	\$.72
Base hourly rate $47.54 \times .015 =$	
<b><u>FICA* (Medicare 1.45%, OASDI 6.2%)</u></b>	\$3.64
Base hourly rate $47.54 \times 7.65\% =$	
<b>UNEMPLOYMENT TAX**</b>	\$.43
Base hourly rate $47.54 \times .9\% =$	
<b>PAYROLL TAX**</b>	\$.31
Base hourly rate $47.54 \times .64\% =$ (Tri-Met Tax)	
<b>INCENTIVE/PREMIUM PAY</b>	\$2.86
Incentive pay paid per month $\div$ _____ hours worked per month = ( $6\% \times 47.54$ )	
<b>RESPONSE AVAILABILITY RATE</b>	<u>\$15.5788</u>
<b>TOTAL HOURLY RATE</b>	<u>\$88.5588</u>

\* Percentage for calculation provided by Allison Absher, Oregon State Payroll System, effective March 14, 2007.

\*\* Unemployment and Payroll Taxes are local taxes which, if applicable, are calculated by the percentage allowed by local laws.



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST short form**

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** C-3  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 10/01/07

**RESOLUTION Authorizing the Acceptance of the Conveyance of Tax  
 Agenda Foreclosed Property from the City of Portland; and the Private Sale of a Tax  
 Title: Foreclosed Property to FOREST HEIGHTS ANNEX LLC**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

<b>Date Requested:</b>	<u>October 18, 2007</u>	<b>Time Requested:</b>	<u>Consent Item</u>
<b>Department:</b>	<u>Community Services</u>	<b>Division:</b>	<u>Tax Title</u>
<b>Contact(s):</b>	<u>Gary Thomas</u>		
<b>Phone:</b>	<u>503-988-3590</u>	<b>Ext.</b>	<u>22591</u>
<b>Presenter(s):</b>	<u>Gary Thomas</u>		
<b>I/O Address:</b>	<u>503/4/TT</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to FOREST HEIGHTS ANNEX LLC.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The subject property came into county ownership through the foreclosure of delinquent tax liens on October 11, 1996. The parcel is more or less 54.10' x 202.35' x 50.13' x 178.04' and contains approximately 9,583 square feet. It is located adjacent to a 1.2 acre parcel in common area owned by Forest Heights Homeowners Assoc., to a 1.38 acre vacant lot and to 9309 NW Murdock Street. The topography in the immediate area slopes down from Thompson Road to NW Murdock Street. The land is mostly wooded and brush covered. An open drainage way protected by a mature tree canopy within the Cedar Mill Creek (a Tualatin River tributary) watershed is located near the northwest corner. The slope of the land is in excess of 25%. A small play structure that is part of the Murdock Street property encroaches onto the subject near the southeast corner.

As required by Multnomah County Code Chapter 7, the subject parcel was made available for transfer to other government agencies in April 2000. The title was not clear at the time the county received the parcel, which created the delay. The City of Portland, Bureau of Environmental

Services (BES) requested the parcel for the purpose of protecting the stream and forest canopy on the property. On March 6, 2001, Multnomah County transferred the property to the City of Portland.

In August 2005, our office was contacted by the city's BES regarding the subject parcel. The conversation centered on how their needs for the property had changed since their original request. Aware of the reversionary clause in the deed that states in part "*should these properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor*" the BES representative asked about the possibility of deeding the property back to the county. Although the proposed use of the property was to enhance and protect the stream that runs through a part of it as well as the forest canopy, the city felt that the current environmental protection and conservation zoning on the property could accomplish the same thing. They stated that it was not their intent to own property if they can achieve their interests through other means.

Also in early 2005, the City of Portland, BES and the Tax Title office was contacted by two different adjacent owners expressing an interest in purchasing the lot. Since the property was in ownership of the city, no action was taken regarding the requests. However, after discussions with the city about deeding the property back to the county, entering into a private sale with an adjacent owner became a possibility. Over the last year and half one adjacent owner has stayed in contact with our office and wishes to purchase the lot.

We have been informed by the proposed purchaser that neither the Forest Heights Homeowners Assoc. nor the other adjacent owner, Roger Camp, has an interest in purchasing the lot. The purchaser proposes to construct two homes on their main parcel and will run underground pipes under the subject to NW Murdock Street. They will then landscape the plot and have no other active use for it. They also plan to work with Mr. Camp to allow the play structure that encroaches to remain unaffected on the parcel.

In discussions with the City of Portland, BES regarding deeding the property back to the county, they indicated that they would like to place a Conservation Easement on the parcel. The purpose of the easement is to protect a portion of the property from development and preserve it in its natural state. The question was raised as to when the easement would be placed on the property as the county did not wish to acquire any responsibilities associated with the attachment. After discussions with the proposed purchaser, it was agreed to place the conservation easement on the property at the time the private sale closes. The purchaser is aware of the content of the easement and has no objections to purchase of the property with the easement in place.

The attached Exhibit A, a plat map shows the location of the parcel. Exhibit B, an aerial photo, shows the strip in relation to the adjacent properties. Exhibit C is a map showing the location of the open drain channel and the ground cover of forest and shrubs.

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape of the property, the topography, the zoning and Conservation Easement make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

This action affects our Vibrant Communities Program Offer by placing a tax foreclosed property back onto the tax roll.

**3. Explain the fiscal impact (current year and ongoing).**

The private sale will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit D).

**4. Explain any legal and/or policy issues involved.**

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

**5. Explain any citizen and/or other government participation that has or will take place.**

No citizen or government participation is anticipated.



**EXHIBIT B**



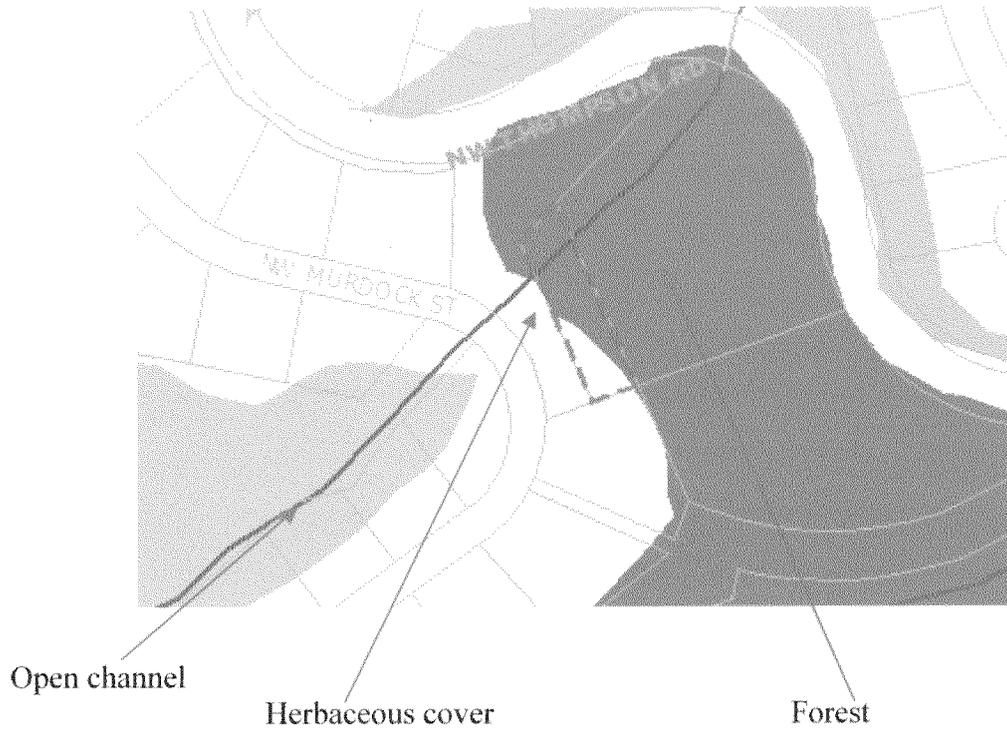
Common area

Subject

Forest Heights Annex property

Camp property

# EXHIBIT C



## EXHIBIT D

### PROPOSED PROPERTY LISTED FOR PRIVATE SALE

#### LEGAL DESCRIPTION:

(1961) A tract of land in the North ½ of the Northeast ¼ of Section 26-1N-1W defined as follows:

Beginning at an iron pipe at the Southwest corner of the North ½ of the Northeast ¼ of said Section 26; thence North 1°14' East along the ½ section line a distance of 1187.21 feet to a point on the South line of NW Thompson Road #983 which point is at Engineer Station 50+21.78 thence Southeasterly along said South line on its legalized alignment to a point on said South line of Engineer Station 37+80.03 which point is also on the Southeasterly line of the 20 foot easement of the Westmont Trunk sewer; thence leaving said South line South 41°54' West along said easement line a distance of 199.25 feet; thence South 25°35' East a distance of 328.44 feet to a point on curve; thence Southeasterly along the arc of a 349.77 foot radius curve to the left (the long chord of which bears South 72°44'52" East 66.02 feet) an arc distance of 66.13 feet; thence South 11°50'10" West a distance of 80.37 feet; thence South 68°16'20" West a distance of 330.71 feet; thence South 2°02' 20" West a distance of 35 feet to the South line of the North ½ of the Northeast ¼ of Section 26; thence North 87°57'40" West along said South line a distance of 650.77 feet to the true point of beginning. RESERVING unto the Grantors an easement across the property herein above described as E-10-B to the East of the proposed trunk sewer line which intersects said above described and granted property at a point which said right of way for sewer connecting purpose shall be at such place as determined by a competent utility engineer and approved by the State sanitary authorities. That the Grantee herein shall have the right to connect to said sewer connection line to be installed upon said easement hereinabove referred to and ALSO RESERVING a tract of land in the Northeast ¼ of Section 26 defined as follows: Beginning at a point which 880.32 feet South and 1854.92 feet West of the Northeast corner of said Section 26; thence South 68°40'20" West a distance of 50 feet; thence North 21° 19' 40" West a distance of 200 feet more or less to the Southeasterly line of a proposed 20 foot sewer easement; thence Northeasterly along said Southeasterly line a distance of 56 feet more or less; thence South 21° 19' 40" East of distance of 227 feet more or less to the point of beginning, and ALSO RESERVING a sewer line easement 20 feet in width being 10 feet on each side of following described center line: Beginning at a point on the South line of NW Thompson Road at Engineer Station 37+97.34; thence South 35°0'40" West a distance of 8.62 feet; thence South 41°54' West a distance of 418.91 feet; thence South 52°16' 40" West a distance of 505.45 feet; thence South 43°41' West a distance of 75.44 feet to the South line of the North ½ of the Northeast ¼ of said Section 26 from which point the Southwest corner of said North ½ bears North 87°57' 40" West a distance of 152.34 feet. EXCEPT rights of the public in portion of said property lying within public roads. EXCEPT that portion of above described property conveyed in deed dated December 8, 1983 in Book 1711, Page 1322, Multnomah County, Deed Records.

ADJACENT PROPERTY ADDRESS: 9309 NW Murdock St  
 TAX ACCOUNT NUMBER: R324571  
 GREENSPACE DESIGNATION: Open Space  
 SIZE OF PARCEL: Approximately 9,583 square feet  
 ASSESSED VALUE: \$2,200

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

BACK TAXES & INTEREST:  
 TAX TITLE MAINTENANCE COST & EXPENSES:  
 RECORDING FEE:  
 SUB-TOTAL  
 MINIMUM PRICE REQUEST OF PRIVATE SALE

	\$399.82
	\$363.07
	\$26.00
	\$788.89
	\$4,500.00

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**Required Signature**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

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**Date: 10/01/07**

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing the Acceptance of the Conveyance of Tax Foreclosed Property from the City of Portland; and the Private Sale of a Tax Foreclosed Property to FOREST HEIGHTS ANNEX LLC

**The Multnomah County Board of Commissioners Finds:**

- a. In 1996 Multnomah County acquired through the foreclosure of liens for delinquent real property taxes, the real property described in the attached Exhibit A (the property).
- b. In 2000 this Board authorized what was intended to be the donation of the property to the City of Portland, for public purposes including environmental protection, subject to a right of reversion if the City does not use the property for those purposes. At that time, County staff rewrote the legal description of the property, and then revised it again though two subsequent deeds recorded in 2001.
- c. The City has determined the property is not suitable for its intended purposes, but would still like environmental protections to be imposed on the property. To that end the City obtained an understanding with an abutting property owner FOREST HEIGHTS ANNEX LLC; to impose a "Conservation Easement" on a portion the property. A copy of the proposed Conservation Easement is attached identified as Exhibit B.
- d. It is understood that even with the Conservation Easement, FOREST HEIGHTS ANNEX LLC still wishes to acquire the property.
- e. The aforementioned reservation for the benefit of the County in the original 2000 and the 2001 deeds preclude the City's ability to sell the property directly to the buyer.
- f. The County supports the imposition of the Conservation Easement for the benefit of the City on the portion of the property.
- g. County and City staff worked together to develop the following proposal to allow for the exchange and sale to FOREST HEIGHTS ANNEX LLC:
  1. The City conveys back to the County the interests conveyed in 2000 and 2001.
  2. The County imposes the Conservation Easement on a portion of the property, substantially in the form of Exhibit B, for the benefit of the City.
  3. The County then sells the property to FOREST HEIGHTS ANNEX LLC; the property will be as described in the 1996 Tax Foreclosure Deed; and with a portion of the property subject to the Conservation Easement.
  4. The above listed transactions can be accomplished through an escrow proceeding.
- h. The property has an assessed value of \$2,200.
- i. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, the topography, the zoning

and proposed Conservation Easement make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

- j. FOREST HEIGHTS ANNEX LLC has agreed to pay \$4,500, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

**The Multnomah County Board of Commissioners Resolves:**

1. The County accepts the conveyance from the City of Portland of the property described in those certain deeds recorded at Multnomah County Deed Records as follows: the deed recorded at Entry No. 2000-126647, and the property identified as number D001729 (first parcel); the deed recorded at Entry No. 2001-016032, and the property identified as number D001729; and the deed recorded at Entry No. 2001-030509, and the property also identified as number D001729.
2. Upon the County's receipt of the payment of \$4,500, the Chair on behalf of Multnomah County is authorized to impose the "Conservation Easement" on a portion of the property as provided above substantially in compliance with the attached Exhibit B prior to the conveyance of the property to FOREST HEIGHTS ANNEX LLC.
3. Upon the County's receipt of the payment of \$4,500, the Chair on behalf of Multnomah County is authorized to execute a deed, substantially in compliance with the attached Deed No. D072138; conveying to FOREST HEIGHTS ANNEX LLC the real property described in Exhibit A.
4. The Tax Title Division is authorized to prepare or review all appropriate escrow instructions to facilitate this transfer.

ADOPTED this 18th day of October, 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:  
M. Cecilia Johnson, Director, Dept. of Community Services

## Exhibit A (Resolution)

### LEGAL DESCRIPTION:

(1961) A tract of land in the North ½ of the Northeast ¼ of Section 26-1N-1W defined as follows:

Beginning at an iron pipe at the Southwest corner of the North ½ of the Northeast ¼ of said Section 26; thence North 1°14' East along the ½ section line a distance of 1187.21 feet to a point on the South line of NW Thompson Road #983 which point is at Engineer Station 50+21.78 thence Southeasterly along said South line on its legalized alignment to a point on said South line of Engineer Station 37+80.03 which point is also on the Southeasterly line of the 20 foot easement of the Westmont Trunk sewer; thence leaving said South line South 41°54' West along said easement line a distance of 199.25 feet; thence South 25°35' East a distance of 328.44 feet to a point on curve; thence Southeasterly along the arc of a 349.77 foot radius curve to the left (the long chord of which bears South 72°44'52" East 66.02 feet) an arc distance of 66.13 feet; thence South 11°50'10" West a distance of 80.37 feet; thence South 68°16'20" West a distance of 330.71 feet; thence South 2°02' 20" West a distance of 35 feet to the South line of the North ½ of the Northeast ¼ of Section 26; thence North 87°57'40" West along said South line a distance of 650.77 feet to the true point of beginning. RESERVING unto the Grantors an easement across the property herein above described as E-10-B to the East of the proposed trunk sewer line which intersects said above described and granted property at a point which said right of way for sewer connecting purpose shall be at such place as determined by a competent utility engineer and approved by the State sanitary authorities. That the Grantee herein shall have the right to connect to said sewer connection line to be installed upon said easement hereinabove referred to and ALSO RESERVING a tract of land in the Northeast ¼ of Section 26 defined as follows: Beginning at a point which 880.32 feet South and 1854.92 feet West of the Northeast corner of said Section 26; thence South 68°40'20" West a distance of 50 feet; thence North 21° 19' 40" West a distance of 200 feet more or less to the Southeasterly line of a proposed 20 foot sewer easement; thence Northeasterly along said Southeasterly line a distance of 56 feet more or less; thence South 21° 19' 40" East of distance of 227 feet more or less to the point of beginning, and ALSO RESERVING a sewer line easement 20 feet in width being 10 feet on each side of following described center line: Beginning at a point on the South line of NW Thompson Road at Engineer Station 37+97.34; thence South 35°0'40" West a distance of 8.62 feet; thence South 41°54' West a distance of 418.91 feet; thence South 52°16' 40" West a distance of 505.45 feet; thence South 43°41' West a distance of 75.44 feet to the South line of the North ½ of the Northeast ¼ of said Section 26 from which point the Southwest corner of said North ½ bears North 87°57' 40" West a distance of 152.34 feet. EXCEPT rights of the public in portion of said property lying within public roads. EXCEPT that portion of above described property conveyed in deed dated December 8, 1983 in Book 1711, Page 1322, Multnomah County, Deed Records.

Until a change is requested, all tax statements  
Shall be sent to the following address:  
FOREST HEIGHTS ANNEX LLC  
11580 SW 67<sup>TH</sup> AVE  
TIGARD OR 97233

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION 503/4

**Deed D072138 For R324571**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to FOREST HEIGHTS ANNEX LLC **Grantees**, the real property in the attached Exhibit A.

The true consideration paid for this transfer is \$4,500.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 18th day of October 2007, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 18th day of October 2007, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

**Exhibit A**  
**(Deed D072138 & Tax Account R324571)**

**LEGAL DESCRIPTION:**

(1961) A tract of land in the North ½ of the Northeast ¼ of Section 26-1N-1W defined as follows:

Beginning at an iron pipe at the Southwest corner of the North ½ of the Northeast ¼ of said Section 26; thence North 1°14' East along the ½ section line a distance of 1187.21 feet to a point on the South line of NW Thompson Road #983 which point is at Engineer Station 50+21.78 thence Southeasterly along said South line on its legalized alignment to a point on said South line of Engineer Station 37+80.03 which point is also on the Southeasterly line of the 20 foot easement of the Westmont Trunk sewer; thence leaving said South line South 41°54' West along said easement line a distance of 199.25 feet; thence South 25°35' East a distance of 328.44 feet to a point on curve; thence Southeasterly along the arc of a 349.77 foot radius curve to the left (the long chord of which bears South 72°44'52" East 66.02 feet) an arc distance of 66.13 feet; thence South 11°50'10" West a distance of 80.37 feet; thence South 68°16'20" West a distance of 330.71 feet; thence South 2°02' 20" West a distance of 35 feet to the South line of the North ½ of the Northeast ¼ of Section 26; thence North 87°57'40" West along said South line a distance of 650.77 feet to the true point of beginning. RESERVING unto the Grantors an easement across the property herein above described as E-10-B to the East of the proposed trunk sewer line which intersects said above described and granted property at a point which said right of way for sewer connecting purpose shall be at such place as determined by a competent utility engineer and approved by the State sanitary authorities. That the Grantee herein shall have the right to connect to said sewer connection line to be installed upon said easement hereinabove referred to and ALSO RESERVING a tract of land in the Northeast ¼ of Section 26 defined as follows: Beginning at a point which 880.32 feet South and 1854.92 feet West of the Northeast corner of said Section 26; thence South 68°40'20" West a distance of 50 feet; thence North 21° 19' 40" West a distance of 200 feet more or less to the Southeasterly line of a proposed 20 foot sewer easement; thence Northeasterly along said Southeasterly line a distance of 56 feet more or less; thence South 21° 19' 40" East of distance of 227 feet more or less to the point of beginning, and ALSO RESERVING a sewer line easement 20 feet in width being 10 feet on each side of following described center line: Beginning at a point on the South line of NW Thompson Road at Engineer Station 37+97.34; thence South 35°0'40" West a distance of 8.62 feet; thence South 41°54' West a distance of 418.91 feet; thence South 52°16' 40" West a distance of 505.45 feet; thence South 43°41' West a distance of 75.44 feet to the South line of the North ½ of the Northeast ¼ of said Section 26 from which point the Southwest corner of said North ½ bears North 87°57' 40" West a distance of 152.34 feet. EXCEPT rights of the public in portion of said property lying within public roads. EXCEPT that portion of above described property conveyed in deed dated December 8, 1983 in Book 1711, Page 1322, Multnomah County, Deed Records.

## BOGSTAD Deborah L

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**From:** GRACE Becky J  
**Sent:** Wednesday, October 17, 2007 1:30 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Forest Heights Private Sale October 18 Board Agenda

Hi Deb,

Matt just called and I guess there isn't a rush because the City has not deeded the property back to us yet that we are selling. Matt is not certain how long the City will take to process the paper work. We still need to get the easement signed by the City, so if everything is done tomorrow and I can come and get the documents from you that would be great. We will get the easement done while we sit on the deed.

Thanks again.

-----Original Message-----

**From:** GRACE Becky J  
**Sent:** Wednesday, October 17, 2007 1:10 PM  
**To:** BOGSTAD Deborah L  
**Cc:** THOMAS Gary A  
**Subject:** Forest Heights Private Sale October 18 Board Agenda

Hi Deb,

We are getting pressure from the purchaser on getting the deed and easement for the Forest Heights Private Sale to the title company. Gary is trying to find out if Matt has plans for the easement to be signed by the City or if it is up to us. Bottom line is – would it be possible for us to have the signed easement and deed as soon as possible?

Thank you so much!!

Becky Grace  
Multnomah County Tax Title  
PO Box 2716  
Portland OR 97208  
503-988-3590

10/17/2007

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 07-167**

Authorizing the Acceptance of the Conveyance of Tax Foreclosed Property from the City of Portland; and the Private Sale of a Tax Foreclosed Property to FOREST HEIGHTS ANNEX LLC

**The Multnomah County Board of Commissioners Finds:**

- a. In 1996 Multnomah County acquired through the foreclosure of liens for delinquent real property taxes, the real property described in the attached Exhibit A (the property).
- b. In 2000 this Board authorized what was intended to be the donation of the property to the City of Portland, for public purposes including environmental protection, subject to a right of reversion if the City does not use the property for those purposes. At that time, County staff rewrote the legal description of the property, and then revised it again though two subsequent deeds recorded in 2001.
- c. The City has determined the property is not suitable for its intended purposes, but would still like environmental protections to be imposed on the property. To that end the City obtained an understanding with an abutting property owner FOREST HEIGHTS ANNEX LLC; to impose a "Conservation Easement" on a portion the property. A copy of the proposed Conservation Easement is attached identified as Exhibit B.
- d. It is understood that even with the Conservation Easement, FOREST HEIGHTS ANNEX LLC still wishes to acquire the property.
- e. The aforementioned reservation for the benefit of the County in the original 2000 and the 2001 deeds preclude the City's ability to sell the property directly to the buyer.
- f. The County supports the imposition of the Conservation Easement for the benefit of the City on the portion of the property.
- g. County and City staff worked together to develop the following proposal to allow for the exchange and sale to FOREST HEIGHTS ANNEX LLC:
  1. The City conveys back to the County the interests conveyed in 2000 and 2001.
  2. The County imposes the Conservation Easement on a portion of the property, substantially in the form of Exhibit B, for the benefit of the City.
  3. The County then sells the property to FOREST HEIGHTS ANNEX LLC; the property will be as described in the 1996 Tax Foreclosure Deed; and with a portion of the property subject to the Conservation Easement.
  4. The above listed transactions can be accomplished through an escrow proceeding.
- h. The property has an assessed value of \$2,200.
- i. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, the topography, the zoning

and proposed Conservation Easement make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

- j. FOREST HEIGHTS ANNEX LLC has agreed to pay \$4,500, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

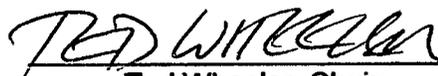
**The Multnomah County Board of Commissioners Resolves:**

1. The County accepts the conveyance from the City of Portland of the property described in those certain deeds recorded at Multnomah County Deed Records as follows: the deed recorded at Entry No. 2000-126647, and the property identified as number D001729 (first parcel); the deed recorded at Entry No. 2001-016032, and the property identified as number D001729; and the deed recorded at Entry No. 2001-030509, and the property also identified as number D001729.
2. Upon the County's receipt of the payment of \$4,500, the Chair on behalf of Multnomah County is authorized to impose the "Conservation Easement" on a portion of the property as provided above substantially in compliance with the attached Exhibit B prior to the conveyance of the property to FOREST HEIGHTS ANNEX LLC.
3. Upon the County's receipt of the payment of \$4,500, the Chair on behalf of Multnomah County is authorized to execute a deed, substantially in compliance with the attached Deed No. D072138; conveying to FOREST HEIGHTS ANNEX LLC the real property described in Exhibit A.
4. The Tax Title Division is authorized to prepare or review all appropriate escrow instructions to facilitate this transfer.

ADOPTED this 18th day of October, 2007.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:  
M. Cecilia Johnson, Director, Dept. of Community Services

## Exhibit A (Resolution)

### LEGAL DESCRIPTION:

(1961) A tract of land in the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 26-1N-1W defined as follows:

Beginning at an iron pipe at the Southwest corner of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of said Section 26; thence North  $1^{\circ}14'$  East along the  $\frac{1}{2}$  section line a distance of 1187.21 feet to a point on the South line of NW Thompson Road #983 which point is at Engineer Station 50+21.78 thence Southeasterly along said South line on its legalized alignment to a point on said South line of Engineer Station 37+80.03 which point is also on the Southeasterly line of the 20 foot easement of the Westmont Trunk sewer; thence leaving said South line South  $41^{\circ}54'$  West along said easement line a distance of 199.25 feet; thence South  $25^{\circ}35'$  East a distance of 328.44 feet to a point on curve; thence Southeasterly along the arc of a 349.77 foot radius curve to the left (the long chord of which bears South  $72^{\circ}44'52''$  East 66.02 feet) an arc distance of 66.13 feet; thence South  $11^{\circ}50'10''$  West a distance of 80.37 feet; thence South  $68^{\circ}16'20''$  West a distance of 330.71 feet; thence South  $2^{\circ}02'20''$  West a distance of 35 feet to the South line of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 26; thence North  $87^{\circ}57'40''$  West along said South line a distance of 650.77 feet to the true point of beginning. RESERVING unto the Grantors an easement across the property herein above described as E-10-B to the East of the proposed trunk sewer line which intersects said above described and granted property at a point which said right of way for sewer connecting purpose shall be at such place as determined by a competent utility engineer and approved by the State sanitary authorities. That the Grantee herein shall have the right to connect to said sewer connection line to be installed upon said easement hereinabove referred to and ALSO RESERVING a tract of land in the Northeast  $\frac{1}{4}$  of Section 26 defined as follows: Beginning at a point which 880.32 feet South and 1854.92 feet West of the Northeast corner of said Section 26; thence South  $68^{\circ}40'20''$  West a distance of 50 feet; thence North  $21^{\circ}19'40''$  West a distance of 200 feet more or less to the Southeasterly line of a proposed 20 foot sewer easement; thence Northeasterly along said Southeasterly line a distance of 56 feet more or less; thence South  $21^{\circ}19'40''$  East of distance of 227 feet more or less to the point of beginning, and ALSO RESERVING a sewer line easement 20 feet in width being 10 feet on each side of following described center line: Beginning at a point on the South line of NW Thompson Road at Engineer Station 37+97.34; thence South  $35^{\circ}0'40''$  West a distance of 8.62 feet; thence South  $41^{\circ}54'$  West a distance of 418.91 feet; thence South  $52^{\circ}16'40''$  West a distance of 505.45 feet; thence South  $43^{\circ}41'$  West a distance of 75.44 feet to the South line of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of said Section 26 from which point the Southwest corner of said North  $\frac{1}{2}$  bears North  $87^{\circ}57'40''$  West a distance of 152.34 feet. EXCEPT rights of the public in portion of said property lying within public roads. EXCEPT that portion of above described property conveyed in deed dated December 8, 1983 in Book 1711, Page 1322, Multnomah County, Deed Records.

Until a change is requested, all tax statements  
Shall be sent to the following address:  
FOREST HEIGHTS ANNEX LLC  
11580 SW 67<sup>TH</sup> AVE  
TIGARD OR 97233

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION 503/4

**Deed D072138 For R324571**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to FOREST HEIGHTS ANNEX LLC **Grantees**, the real property in the attached Exhibit A.

The true consideration paid for this transfer is \$4,500.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 18th day of October 2007, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 18th day of October 2007, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

**Exhibit A**  
**(Deed D072138 & Tax Account R324571)**

**LEGAL DESCRIPTION:**

(1961) A tract of land in the North ½ of the Northeast ¼ of Section 26-1N-1W defined as follows:

Beginning at an iron pipe at the Southwest corner of the North ½ of the Northeast ¼ of said Section 26; thence North 1°14' East along the ½ section line a distance of 1187.21 feet to a point on the South line of NW Thompson Road #983 which point is at Engineer Station 50+21.78 thence Southeasterly along said South line on its legalized alignment to a point on said South line of Engineer Station 37+80.03 which point is also on the Southeasterly line of the 20 foot easement of the Westmont Trunk sewer; thence leaving said South line South 41°54' West along said easement line a distance of 199.25 feet; thence South 25°35' East a distance of 328.44 feet to a point on curve; thence Southeasterly along the arc of a 349.77 foot radius curve to the left (the long chord of which bears South 72°44'52" East 66.02 feet) an arc distance of 66.13 feet; thence South 11°50'10" West a distance of 80.37 feet; thence South 68°16'20" West a distance of 330.71 feet; thence South 2°02' 20" West a distance of 35 feet to the South line of the North ½ of the Northeast ¼ of Section 26; thence North 87°57'40" West along said South line a distance of 650.77 feet to the true point of beginning. RESERVING unto the Grantors an easement across the property herein above described as E-10-B to the East of the proposed trunk sewer line which intersects said above described and granted property at a point which said right of way for sewer connecting purpose shall be at such place as determined by a competent utility engineer and approved by the State sanitary authorities. That the Grantee herein shall have the right to connect to said sewer connection line to be installed upon said easement hereinabove referred to and ALSO RESERVING a tract of land in the Northeast ¼ of Section 26 defined as follows: Beginning at a point which 880.32 feet South and 1854.92 feet West of the Northeast corner of said Section 26; thence South 68°40'20" West a distance of 50 feet; thence North 21° 19' 40" West a distance of 200 feet more or less to the Southeasterly line of a proposed 20 foot sewer easement; thence Northeasterly along said Southeasterly line a distance of 56 feet more or less; thence South 21° 19' 40" East of distance of 227 feet more or less to the point of beginning, and ALSO RESERVING a sewer line easement 20 feet in width being 10 feet on each side of following described center line: Beginning at a point on the South line of NW Thompson Road at Engineer Station 37+97.34; thence South 35°0'40" West a distance of 8.62 feet; thence South 41°54' West a distance of 418.91 feet; thence South 52°16' 40" West a distance of 505.45 feet; thence South 43°41' West a distance of 75.44 feet to the South line of the North ½ of the Northeast ¼ of said Section 26 from which point the Southwest corner of said North ½ bears North 87°57' 40" West a distance of 152.34 feet. EXCEPT rights of the public in portion of said property lying within public roads. EXCEPT that portion of above described property conveyed in deed dated December 8, 1983 in Book 1711, Page 1322, Multnomah County, Deed Records.

Exhibit B

When recorded return to:

Scott Turpen  
Bureau of Environmental Services  
1120 SW Fifth Avenue, Room 1000  
Portland, OR 97204

**GRANT OF CONSERVATION EASEMENT AND AGREEMENT**

THIS CONSERVATION EASEMENT AND AGREEMENT ("Conservation Easement" or "Easement"), over the real property described herein; is entered into between Multnomah County, a political subdivision of the State of Oregon (the "County") and the City of Portland, a municipal corporation, through its Bureau of Environmental Services ("the City") and \_\_\_\_\_ (the "Buyer" or "Owner")

**RECITALS**

WHEREAS, the City desires this Conservation Easement on certain real property (the Property) located within the City of Portland, County of Multnomah, State of Oregon, (the "Protected Property"), legally described in the attached Exhibit A and incorporated into this Easement by this reference;

WHEREAS, the County desires to accommodate the City's establishment of the Conservation Easement as provided herein;

WHEREAS, the Protected Property possesses scenic, open space and educational values of great importance to the people of the City of Portland ("Conservation Values");

WHEREAS, the Protected Property consists of an open drainage way protected by a mature tree canopy within the Cedar Mill Creek (a Tualatin River tributary) watershed;

WHEREAS, the specific Conservation Values of the Protected Property will be documented in an inventory of relevant features of the Protected Property, on file at the offices of the Bureau of Environmental Services and incorporated into this Easement by this reference ("Baseline Documentation"). The Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this reservation and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this reservation;

WHEREAS, the City is a political subdivision of the State of Oregon, whose purpose includes the protection, management and restoration of urban natural areas and areas in proximity to the urban area deemed to be of local concern;

WHEREAS, the Buyer has agreed to purchase the Protected Property subject to this Conservation Easement; and

**NOW, THEREFORE, PURSUANT TO THE LAWS OF OREGON, THE COUNTY HEREBY GRANTS AND CONVEYS FOR THE BENEFIT OF THE CITY A PERPETUAL CONSERVATION EASEMENT OVER THE PROTECTED PROPERTY OF THE NATURE AND CHARACTER AND TO THE EXTENT SET FORTH BELOW.**

1. **Recitals are Contractual.** The above Recitals are contractual and are incorporated herein by this reference
  
2. **Conservation Easement.** The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever predominantly in its natural condition as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" (as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law), and to prevent any use of or activity on, the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property (the "Purpose"). The City intends that this Easement will confine the use of or activity on the Protected Property to such uses and activities that are consistent with this Purpose.
  
3. **Conservation Easement Rights** To accomplish the Purpose of the Conservation Easement, the following rights are hereby granted to the City:
  - 2.1 **Identification and Protection.** To identify, preserve and protect in perpetuity and to enhance the Conservation Values of the Protected Property.
  
  - 2.2 **Access.** Access onto the Protected Property over and through the Property for the City's staff, vehicles and equipment is hereby granted, subject to the limitations below, for the following purposes:
    - 2.2.1 Quarterly general inspections to assure compliance with this Easement;
    - 2.2.2 Emergency access and entry at other such times as are necessary if there is a reason to believe that a violation of the Easement is occurring or has occurred, for the Purpose of enforcing the provisions of this Easement; and
    - 2.2.3 Restoration, enhancement and maintenance of the Protected Property's Conservation Values, including native vegetation and wildlife habitat.
  
  - 2.3 **Restoration and Enhancement of Native Vegetation and Wildlife Habitat.** To restore, at the City's discretion, but not obligation, native vegetation on the Protected Property, and to enhance wildlife habitat on the Protected Property. Restoration and enhancement may include but is not limited to:
    - 2.3.1 The removal of existing non-native and competitive vegetation and the planting and maintenance of native vegetation for the purpose of establishing a native plant community;
    - 2.3.2 The alteration of the land surface to restore natural systems and enhance the Conservation Values of the Protected Property; and
    - 2.3.3 The alteration of water courses to restore natural systems and enhance the Conservation Values of the Protected Property.
  
  - 2.4. **Injunction.** To enjoin any use of, or activity in, the Protected Property that is inconsistent with the Purpose of this Easement, including trespasses by neighboring property owners and unauthorized access by members of the public, and to require the

restoration of such areas or features of the Protected Property as may be damaged by uses or activities contrary to the provisions of this Easement, all in accordance with Section 6 of this Easement.

- 2.5 **Enforcement.** To enforce the terms of this Easement, consistent with Section 6.
- 2.6 **Assignment.** To assign, convey, or otherwise transfer the City's interest in the Protected Property in accordance with Section 13.
3. **Prohibited Uses.** No activities are allowed on the Protected Property that are inconsistent with the Purpose of this Easement. Without limiting the generality of the foregoing, the following activities and uses are inconsistent with the Purpose of this Easement:
  - 3.1 **Subdivision.** The legal or "de facto" subdivision of the Protected Property.
  - 3.2 **Utilities.** The above or below ground installation of new utility systems or extensions of existing utility systems, including, without limitation, wells, water, sewer, septic systems and septic drain fields, power, fuel, and communication lines and related facilities.
  - 3.3 **Construction.** The placement or construction of any buildings, structures, or other improvements of any kind including, without limitation, fences, roads, and parking areas.
  - 3.4 **Alteration of Land.** The alteration of the surface of the land including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod; except for the City's activities allowed under Section 2.3 above.
  - 3.5 **Alteration of Water Courses.** The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water courses; except as deemed necessary by the City to preserve, protect or enhance the Conservation Values of the Protected Property.
  - 3.6 **Erosion or Water Pollution.** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.
  - 3.7 **Agricultural Activities.** The conducting of agricultural activities of any kind, including the establishment and maintenance of a livestock corral or pasture, unless permitted in writing by the City.
  - 3.8 **Waste Disposal.** The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof or other unsightly, offensive, or hazardous waste or material on the Protected Property.
  - 3.9 **Signs.** The placement of commercial signs, billboards, or other advertising material on the Protected Property.
  - 3.10 **Hunting.** Hunting or trapping; except to the extent determined necessary by Grantee to preserve, protect or enhance the Conservation Values of the Protected Property.

- 3.11 **Mining.** The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Protected Property.
- 3.12 **Wildlife Disruption.** The disruption of wildlife breeding, foraging and nesting activities.
- 3.13 **Domestic Animals.** Use of the site to exercise or train any domestic animal or livestock on the Protected Property.
- 3.14 **Herbicides or Pesticides.** The use of any herbicides or pesticides except as deemed necessary by the City to preserve, protect or enhance the Conservation Values of the Protected Property.
- 3.15 **Removal of Trees and Other Vegetation.** The pruning, cutting down, or other destruction or removal of live and dead trees and other vegetation located on the Protected Property; except for exotic trees and vegetation removed as deemed necessary by the City to preserve, protect or enhance the Conservation Values of the Protected Property or to conduct educational or research activities consistent with the Purpose of this Easement.
- 3.16 **Introduced Vegetation.** The introduction of non-native wetland plants and non-native invasive species on the Protected Property. The planting or introduction of any native species of vegetation, except as deemed by the City to be consistent with the enhancement and retention of the Conservation Values of the Protected Property.
- 3.17 **Harvesting of Native Plants.** The gathering, picking, taking, or harvesting of native plants, or any parts thereof, from the Protected Property, except when used for habitat enhancement within the Protected Property.
- 3.18 **Off-Road Vehicles and Excessive Noise.** The operation of motorcycles, snow mobiles, or any other type of off-road motorized vehicles or the operation of other sources of excessive noise pollution.
- 3.19 **Use of Firearms.** The discharge of firearms, bows and arrows, air guns, slingshots, and similar devices.
- 3.20 **Fires.** Fires of all forms.
- 3.21 **Fireworks.** Use of all forms of fireworks.
- 3.22 **Motorized Vehicles.** Operation of motorized or mechanized vehicles or motorized equipment except when approved by the City and in association with the maintenance of Conservation Values, and except pursuant to the provisions of Section 2 herein.
- 3.23 **Amplified Sound.** Uses of devices which amplify or emit amplified sound.

4. **Notice.**

- 4.1 **Addresses.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served

personally or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

To the City:  
City of Portland  
Bureau of Environmental Service  
Attn: Property Manager  
1120 SW 5<sup>th</sup> Avenue, Suite 1000  
Portland, OR 97204

With a copy to:  
Office of City Attorney  
1221 SW Fourth Ave., Room, 430  
Portland, OR 97204

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or to such other address as either party designates by written notice to the other.

5. **Remedies.**

5.1 **Notice of Violation.** If the City determines that the owner of the Property is in violation of the terms of this Easement or that a violation is threatened, the City shall give written notice of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Protected Property so injured. The owner of the Property shall thereafter cure the violation or restore any portion of the Protected Property.

5.2 **Owner's Failure To Respond.** If the owner of the Property fails to cure the violation within 30 days after receipt of notice thereof from the City, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fail to begin

curing such violation within the 30-day period, or fail to continue diligently to cure such violation until finally cured, the City may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement.

5.3 **Immediate Action Required.** If the City, in its sole discretion, reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, the City may pursue its remedies under this paragraph without prior notice to the owner of the Property without waiting for the period provided for cure to expire. The City's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement and the remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.4 **No Waiver.** The City acknowledges its commitment to protect the Purpose of this Easement. Any forbearance by the City to exercise its rights under this Easement in the event of any breach of any terms of this Easement shall not be deemed or construed to be a waiver by the City of such term of any of grant of rights under this Easement. Grantor shall impair such right or remedy or be construed as a waiver.

6. **Costs, Liabilities and Insurance.** The owner of the Property retains all responsibilities and shall bear all costs relating to the ownership of the Protected Property, including the maintenance of adequate comprehensive general liability coverage. The owner shall keep the Protected Property free of any liens arising out of any work performed for, or materials furnished to the fee owner. The City shall be responsible for any activity performed or responsibility assumed by the City under Section 2 above. The City shall bear no responsibility for any other costs or liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property.

7. **Taxes.** The Property owner shall pay or obtain payment before delinquency of all taxes, assessments, fees, charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish the City with satisfactory evidence of payment upon request. If the owner of the Property allows the taxes to go into arrears, the City is authorized, but in no event obligated, to make or advance such payment of taxes upon ten (10) days prior written notice to the owner, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement or estimate, and the obligation of the owner to reimburse the City created by such payment shall bear interest until paid by the owner at the maximum rate allowed by law.

8. **Hold Harmless.** The owner shall hold harmless, indemnify, and defend the City and its elected officials, officers, employees, agents, and contractors and its personal representatives, heirs, successors, and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any occurrence, omission, condition, or other matter relating to or on or about the Protected Property that is due to any act, or failure to act upon legal duty to do so, of the owner, its

successors and assigns and their invitees; (2) violations or alleged violations of any federal, state or local environmental law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, unless such violations or alleged violations are due to the acts or omissions of any of the Indemnified parties on the Protected Property; and (3) the owner's obligations under Sections 6 and 7. The owner shall be afforded the full protection from liability to the public provided under Oregon Revised Statutes 105.672-696 (2005).

9. **Subsequent Transfer and Extinguishment.**

9.1 **Extinguishment.** If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court having jurisdiction. The amount of the proceeds to which the City shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined in accordance with applicable law.

9.2 **Subsequent Transfers.** Any future owner of the Property shall:

9.2.1 Incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest;

9.2.2 Describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property; and

9.2.3 Give written notice to the City of the transfer of any interest in all or a portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the City shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of any future owner to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

10. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the City may amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the City under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable), and ORS 271.715-795. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, and shall be recorded in the official records of Multnomah County, Oregon, and any other jurisdiction in which such recording is required.

11. **Assignment.** The City may assign this Conservation Easement to a qualified government or non-profit entity without the agreement of the Property owner. As a condition of such transfer, the City shall require that the transferee exercise its rights under the assignment consistent with the Purpose of this Easement. In the event that an assignee assumes the obligations of the City hereunder, then the City shall have no further liability with respect to this Agreement.

12. **Recording.** The City shall record this instrument in a timely fashion in the official records of Multnomah County, Oregon, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.
13. **Easement Shall Run With Land:** This Conservation Easement shall run with the land and be binding upon the personal representatives, heirs, successors, lessees, licensees and assigns of any future owners in perpetuity.
14. **General Provisions.**
- 13.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.
- 13.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of ORS Chapter 271. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 13.3 **Severability.** If any provision of this Easement, or its application to any person, entity, or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.
- 13.4 **Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties to this Easement and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.
- 13.5 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon assignment of the party's interest in the Easement or transfer of Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.
- 13.6 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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13.7 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the City, its successors, and assigns forever.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this \_\_\_\_\_ 2007, by authority of a Resolution of the Board of County Commissioners entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

This Easement was acknowledged before me this \_\_\_\_\_ 2007, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

IN WITNESS WHEREOF, the Director of the Bureau of Environmental Services, accepts for the City of Portland, this Conservation Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

Its: \_\_\_\_\_

State of Oregon )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

**FOR THE BUYER:**

\_\_\_\_\_  
**(PRINT NAME)**

State of Oregon )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

May 19, 2006

**CONSERVATION EASEMENT  
DESCRIPTION**

A tract of land located in the NW 1/4 of the NE 1/4 of Section 26, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah, State of Oregon, more particularly described as follows:

Commencing at the most Northerly corner of Lot 270 Forest Heights Estates No. 5:

Thence, along the Northerly line of said Lot, South 68°23'01" West a distance of 50.13 feet to a point on the Northerly line of said Lot, said point also being the most Southerly Southeast corner of tract "TT" of Forest Heights Estates No. 5;

Thence, along said tract "TT", North 25°42'45" West a distance of 69.04 feet to the to the True point of Beginning;

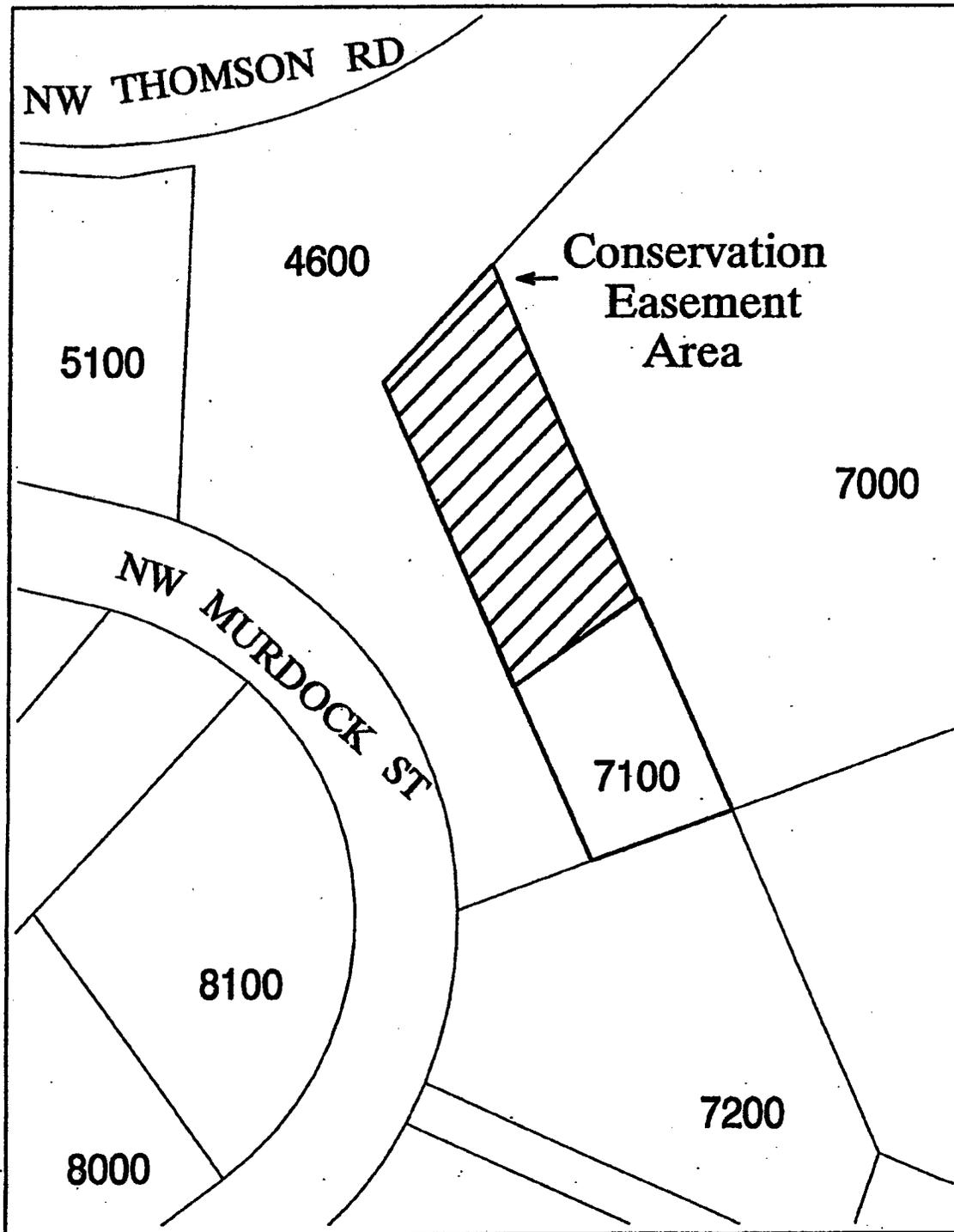
Thence, continuing along said tract, North 25°42'45" West a distance of 109.00 feet;

Thence, continuing along said tract, North 41°50'03" East a distance of 54.10 feet to a point on the Southwesterly boundary of that parcel of land conveyed by deed recorded in Book 2176, Page 308 on July 9<sup>th</sup>, 1963 in the County of Multnomah, State of Oregon;

Thence, along said Southwesterly boundary, South 25°42'45" East a distance of 113.00 feet;

Thence, leaving said boundary and running, South 45°51'23" West a distance of 52.70 feet to the True Point of Beginning.

Contains 5,550 square feet more or less.



Legal: Portion of 1N1W26AB 7100

Grantor: Multnomah County, Oregon

R/W# 6601     1/4 Section: 2720

 Conservation Easement Area

Consistent with Environmental Conservation & Protection Overlays

Until a change is requested, all tax statements  
shall be sent to the following address:  
FOREST HEIGHTS ANNEX LLC  
11580 SW 67<sup>TH</sup> AVE  
TIGARD OR 97233

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION 503/4

**Deed D072138 For R324571**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to FOREST HEIGHTS ANNEX LLC **Grantees**, the real property in the attached Exhibit A.

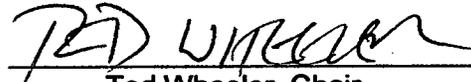
The true consideration paid for this transfer is \$4,500.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 18th day of October 2007, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

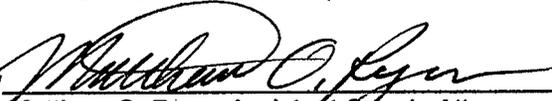


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Ted Wheeler, Chair

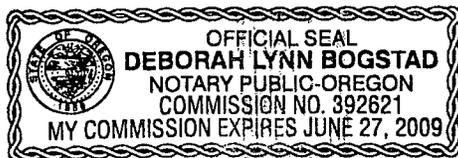
REVIEWED:

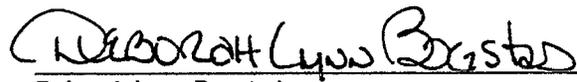
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 18th day of October 2007, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



  
\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

**Exhibit A**  
**(Deed D072138 & Tax Account R324571)**

**LEGAL DESCRIPTION:**

(1961) A tract of land in the North ½ of the Northeast ¼ of Section 26-1N-1W defined as follows:

Beginning at an iron pipe at the Southwest corner of the North ½ of the Northeast ¼ of said Section 26; thence North 1°14' East along the ½ section line a distance of 1187.21 feet to a point on the South line of NW Thompson Road #983 which point is at Engineer Station 50+21.78 thence Southeasterly along said South line on its legalized alignment to a point on said South line of Engineer Station 37+80.03 which point is also on the Southeasterly line of the 20 foot easement of the Westmont Trunk sewer; thence leaving said South line South 41°54' West along said easement line a distance of 199.25 feet; thence South 25°35' East a distance of 328.44 feet to a point on curve; thence Southeasterly along the arc of a 349.77 foot radius curve to the left (the long chord of which bears South 72°44'52" East 66.02 feet) an arc distance of 66.13 feet; thence South 11°50'10" West a distance of 80.37 feet; thence South 68°16'20" West a distance of 330.71 feet; thence South 2°02' 20" West a distance of 35 feet to the South line of the North ½ of the Northeast ¼ of Section 26; thence North 87°57'40" West along said South line a distance of 650.77 feet to the true point of beginning. RESERVING unto the Grantors an easement across the property herein above described as E-10-B to the East of the proposed trunk sewer line which intersects said above described and granted property at a point which said right of way for sewer connecting purpose shall be at such place as determined by a competent utility engineer and approved by the State sanitary authorities. That the Grantee herein shall have the right to connect to said sewer connection line to be installed upon said easement hereinabove referred to and ALSO RESERVING a tract of land in the Northeast ¼ of Section 26 defined as follows: Beginning at a point which 880.32 feet South and 1854.92 feet West of the Northeast corner of said Section 26; thence South 68°40'20" West a distance of 50 feet; thence North 21° 19' 40" West a distance of 200 feet more or less to the Southeasterly line of a proposed 20 foot sewer easement; thence Northeasterly along said Southeasterly line a distance of 56 feet more or less; thence South 21° 19' 40" East of distance of 227 feet more or less to the point of beginning, and ALSO RESERVING a sewer line easement 20 feet in width being 10 feet on each side of following described center line: Beginning at a point on the South line of NW Thompson Road at Engineer Station 37+97.34; thence South 35°0'40" West a distance of 8.62 feet; thence South 41°54' West a distance of 418.91 feet; thence South 52°16' 40" West a distance of 505.45 feet; thence South 43°41' West a distance of 75.44 feet to the South line of the North ½ of the Northeast ¼ of said Section 26 from which point the Southwest corner of said North ½ bears North 87°57' 40" West a distance of 152.34 feet. EXCEPT rights of the public in portion of said property lying within public roads. EXCEPT that portion of above described property conveyed in deed dated December 8, 1983 in Book 1711, Page 1322, Multnomah County, Deed Records.

When recorded return to:

Scott Turpen  
Bureau of Environmental Services  
1120 SW Fifth Avenue, Room 1000  
Portland, OR 97204

## GRANT OF CONSERVATION EASEMENT AND AGREEMENT

THIS CONSERVATION EASEMENT AND AGREEMENT ("Conservation Easement" or "Easement"), over the real property described herein; is entered into between Multnomah County, a political subdivision of the State of Oregon (the "County") and the City of Portland, a municipal corporation, through its Bureau of Environmental Services ("the City") and \_\_\_\_\_ (the "Buyer" or "Owner")

### RECITALS

WHEREAS, the City desires this Conservation Easement on certain real property (the Property) located within the City of Portland, County of Multnomah, State of Oregon, (the "Protected Property"), legally described in the attached Exhibit A and incorporated into this Easement by this reference;

WHEREAS, the County desires to accommodate the City's establishment of the Conservation Easement as provided herein;

WHEREAS, the Protected Property possesses scenic, open space and educational values of great importance to the people of the City of Portland ("Conservation Values");

WHEREAS, the Protected Property consists of an open drainage way protected by a mature tree canopy within the Cedar Mill Creek (a Tualatin River tributary) watershed;

WHEREAS, the specific Conservation Values of the Protected Property will be documented in an inventory of relevant features of the Protected Property, on file at the offices of the Bureau of Environmental Services and incorporated into this Easement by this reference ("Baseline Documentation"). The Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this reservation and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this reservation;

WHEREAS, the City is a political subdivision of the State of Oregon, whose purpose includes the protection, management and restoration of urban natural areas and areas in proximity to the urban area deemed to be of local concern;

WHEREAS, the Buyer has agreed to purchase the Protected Property subject to this Conservation Easement; and

**NOW, THEREFORE, PURSUANT TO THE LAWS OF OREGON, THE COUNTY HEREBY GRANTS AND CONVEYS FOR THE BENEFIT OF THE CITY A PERPETUAL CONSERVATION EASEMENT OVER THE PROTECTED PROPERTY OF THE NATURE AND CHARACTER AND TO THE EXTENT SET FORTH BELOW.**

1. **Recitals are Contractual.** The above Recitals are contractual and are incorporated herein by this reference
  
2. **Conservation Easement.** The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever predominantly in its natural condition as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" (as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law), and to prevent any use of or activity on, the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property (the "Purpose"). The City intends that this Easement will confine the use of or activity on the Protected Property to such uses and activities that are consistent with this Purpose.
  
3. **Conservation Easement Rights** To accomplish the Purpose of the Conservation Easement, the following rights are hereby granted to the City:
  - 2.1 **Identification and Protection.** To identify, preserve and protect in perpetuity and to enhance the Conservation Values of the Protected Property.
  
  - 2.2 **Access.** Access onto the Protected Property over and through the Property for the City's staff, vehicles and equipment is hereby granted, subject to the limitations below, for the following purposes:
    - 2.2.1 Quarterly general inspections to assure compliance with this Easement;
  
    - 2.2.2 Emergency access and entry at other such times as are necessary if there is a reason to believe that a violation of the Easement is occurring or has occurred, for the Purpose of enforcing the provisions of this Easement; and
  
    - 2.2.3 Restoration, enhancement and maintenance of the Protected Property's Conservation Values, including native vegetation and wildlife habitat.
  
  - 2.3 **Restoration and Enhancement of Native Vegetation and Wildlife Habitat.** To restore, at the City's discretion, but not obligation, native vegetation on the Protected Property, and to enhance wildlife habitat on the Protected Property. Restoration and enhancement may include but is not limited to:
    - 2.3.1 The removal of existing non-native and competitive vegetation and the planting and maintenance of native vegetation for the purpose of establishing a native plant community;
  
    - 2.3.2 The alteration of the land surface to restore natural systems and enhance the Conservation Values of the Protected Property; and
  
    - 2.3.3 The alteration of water courses to restore natural systems and enhance the Conservation Values of the Protected Property.
  
  - 2.4 **Injunction.** To enjoin any use of, or activity in, the Protected Property that is inconsistent with the Purpose of this Easement, including trespasses by neighboring property owners and unauthorized access by members of the public, and to require the

restoration of such areas or features of the Protected Property as may be damaged by uses or activities contrary to the provisions of this Easement, all in accordance with Section 6 of this Easement.

2.5 **Enforcement.** To enforce the terms of this Easement, consistent with Section 6.

2.6 **Assignment.** To assign, convey, or otherwise transfer the City's interest in the Protected Property in accordance with Section 13.

3. **Prohibited Uses.** No activities are allowed on the Protected Property that are inconsistent with the Purpose of this Easement. Without limiting the generality of the foregoing, the following activities and uses are inconsistent with the Purpose of this Easement:

3.1 **Subdivision.** The legal or "de facto" subdivision of the Protected Property.

3.2 **Utilities.** The above or below ground installation of new utility systems or extensions of existing utility systems, including, without limitation, wells, water, sewer, septic systems and septic drain fields, power, fuel, and communication lines and related facilities.

3.3 **Construction.** The placement or construction of any buildings, structures, or other improvements of any kind including, without limitation, fences, roads, and parking areas.

3.4 **Alteration of Land.** The alteration of the surface of the land including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod; except for the City's activities allowed under Section 2.3 above.

3.5 **Alteration of Water Courses.** The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water courses; except as deemed necessary by the City to preserve, protect or enhance the Conservation Values of the Protected Property.

3.6 **Erosion or Water Pollution.** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

3.7 **Agricultural Activities.** The conducting of agricultural activities of any kind, including the establishment and maintenance of a livestock corral or pasture, unless permitted in writing by the City.

3.8 **Waste Disposal.** The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, parts thereof or other unsightly, offensive, or hazardous waste or material on the Protected Property.

3.9 **Signs.** The placement of commercial signs, billboards, or other advertising material on the Protected Property.

3.10 **Hunting.** Hunting or trapping; except to the extent determined necessary by Grantee to preserve, protect or enhance the Conservation Values of the Protected Property.

- 3.11 **Mining.** The exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Protected Property.
- 3.12 **Wildlife Disruption.** The disruption of wildlife breeding, foraging and nesting activities.
- 3.13 **Domestic Animals.** Use of the site to exercise or train any domestic animal or livestock on the Protected Property.
- 3.14 **Herbicides or Pesticides.** The use of any herbicides or pesticides except as deemed necessary by the City to preserve, protect or enhance the Conservation Values of the Protected Property.
- 3.15 **Removal of Trees and Other Vegetation.** The pruning, cutting down, or other destruction or removal of live and dead trees and other vegetation located on the Protected Property; except for exotic trees and vegetation removed as deemed necessary by the City to preserve, protect or enhance the Conservation Values of the Protected Property or to conduct educational or research activities consistent with the Purpose of this Easement.
- 3.16 **Introduced Vegetation.** The introduction of non-native wetland plants and non-native invasive species on the Protected Property. The planting or introduction of any native species of vegetation, except as deemed by the City to be consistent with the enhancement and retention of the Conservation Values of the Protected Property.
- 3.17 **Harvesting of Native Plants.** The gathering, picking, taking, or harvesting of native plants, or any parts thereof, from the Protected Property, except when used for habitat enhancement within the Protected Property.
- 3.18 **Off-Road Vehicles and Excessive Noise.** The operation of motorcycles, snow mobiles, or any other type of off-road motorized vehicles or the operation of other sources of excessive noise pollution.
- 3.19 **Use of Firearms.** The discharge of firearms, bows and arrows, air guns, slingshots, and similar devices.
- 3.20 **Fires.** Fires of all forms.
- 3.21 **Fireworks.** Use of all forms of fireworks.
- 3.22 **Motorized Vehicles.** Operation of motorized or mechanized vehicles or motorized equipment except when approved by the City and in association with the maintenance of Conservation Values, and except pursuant to the provisions of Section 2 herein.
- 3.23 **Amplified Sound.** Uses of devices which amplify or emit amplified sound.

4. **Notice.**

- 4.1 **Addresses.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served

personally or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

To the City:  
City of Portland  
Bureau of Environmental Service  
Attn: Property Manager  
1120 SW 5<sup>th</sup> Avenue, Suite 1000  
Portland, OR 97204

With a copy to:  
Office of City Attorney  
1221 SW Fourth Ave., Room, 430  
Portland, OR 97204

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or to such other address as either party designates by written notice to the other.

5. **Remedies.**

5.1 **Notice of Violation.** If the City determines that the owner of the Property is in violation of the terms of this Easement or that a violation is threatened, the City shall give written notice of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Protected Property so injured. The owner of the Property shall thereafter cure the violation or restore any portion of the Protected Property.

5.2 **Owner's Failure To Respond.** If the owner of the Property fails to cure the violation within 30 days after receipt of notice thereof from the City, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fail to begin

curing such violation within the 30-day period, or fail to continue diligently to cure such violation until finally cured, the City may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement.

5.3 **Immediate Action Required.** If the City, in its sole discretion, reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, the City may pursue its remedies under this paragraph without prior notice to the owner of the Property without waiting for the period provided for cure to expire. The City's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement and the remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.4 **No Waiver.** The City acknowledges its commitment to protect the Purpose of this Easement. Any forbearance by the City to exercise its rights under this Easement in the event of any breach of any terms of this Easement shall not be deemed or construed to be a waiver by the City of such term of any of grant of rights under this Easement. Grantor shall impair such right or remedy or be construed as a waiver.

6. **Costs, Liabilities and Insurance.** The owner of the Property retains all responsibilities and shall bear all costs relating to the ownership of the Protected Property, including the maintenance of adequate comprehensive general liability coverage. The owner shall keep the Protected Property free of any liens arising out of any work performed for, or materials furnished to the fee owner. The City shall be responsible for any activity performed or responsibility assumed by the City under Section 2 above. The City shall bear no responsibility for any other costs or liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property.

7. **Taxes.** The Property owner shall pay or obtain payment before delinquency of all taxes, assessments, fees, charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish the City with satisfactory evidence of payment upon request. If the owner of the Property allows the taxes to go into arrears, the City is authorized, but in no event obligated, to make or advance such payment of taxes upon ten (10) days prior written notice to the owner, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement or estimate, and the obligation of the owner to reimburse the City created by such payment shall bear interest until paid by the owner at the maximum rate allowed by law.

8. **Hold Harmless.** The owner shall hold harmless, indemnify, and defend the City and its elected officials, officers, employees, agents, and contractors and its personal representatives, heirs, successors, and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any occurrence, omission, condition, or other matter relating to or on or about the Protected Property that is due to any act, or failure to act upon legal duty to do so, of the owner, its

successors and assigns and their invitees; (2) violations or alleged violations of any federal, state or local environmental law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, unless such violations or alleged violations are due to the acts or omissions of any of the Indemnified parties on the Protected Property; and (3) the owner's obligations under Sections 6 and 7. The owner shall be afforded the full protection from liability to the public provided under Oregon Revised Statutes 105.672-696 (2005).

9. **Subsequent Transfer and Extinguishment.**

9.1 **Extinguishment.** If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court having jurisdiction. The amount of the proceeds to which the City shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined in accordance with applicable law.

9.2 **Subsequent Transfers.** Any future owner of the Property shall:

9.2.1 Incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest;

9.2.2 Describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property; and

9.2.3 Give written notice to the City of the transfer of any interest in all or a portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the City shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of any future owner to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

10. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the City may amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the City under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable), and ORS 271.715-795. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, and shall be recorded in the official records of Multnomah County, Oregon, and any other jurisdiction in which such recording is required.

11. **Assignment.** The City may assign this Conservation Easement to a qualified government or non-profit entity without the agreement of the Property owner. As a condition of such transfer, the City shall require that the transferee exercise its rights under the assignment consistent with the Purpose of this Easement. In the event that an assignee assumes the obligations of the City hereunder, then the City shall have no further liability with respect to this Agreement.

12. **Recording.** The City shall record this instrument in a timely fashion in the official records of Multnomah County, Oregon, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.
13. **Easement Shall Run With Land:** This Conservation Easement shall run with the land and be binding upon the personal representatives, heirs, successors, lessees, licensees and assigns of any future owners in perpetuity.
14. **General Provisions.**
- 13.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.
- 13.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of ORS Chapter 271. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 13.3 **Severability.** If any provision of this Easement, or its application to any person, entity, or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.
- 13.4 **Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties to this Easement and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.
- 13.5 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon assignment of the party's interest in the Easement or transfer of Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.
- 13.6 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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///  
///

13.7 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the City, its successors, and assigns forever.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this Oct 29, 2007, by authority of a Resolution of the Board of County Commissioners entered of record.



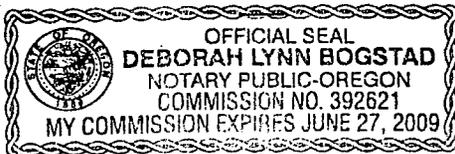
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

STATE OF OREGON

COUNTY OF MULTNOMAH

This Easement was acknowledged before me this Oct 29, 2007, by Ted Wheeler, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

IN WITNESS WHEREOF, the Director of the Bureau of Environmental Services, accepts for the City of Portland, this Conservation Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

Its: \_\_\_\_\_

State of Oregon )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

FOR THE BUYER:

\_\_\_\_\_  
(PRINT NAME)

State of Oregon )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

May 19, 2006

**CONSERVATION EASEMENT  
DESCRIPTION**

A tract of land located in the NW 1/4 of the NE 1/4 of Section 26, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Multnomah, State of Oregon, more particularly described as follows:

Commencing at the most Northerly corner of Lot 270 Forest Heights Estates No. 5:

Thence, along the Northerly line of said Lot, South 68°23'01" West a distance of 50.13 feet to a point on the Northerly line of said Lot, said point also being the most Southerly Southeast corner of tract "TT" of Forest Heights Estates No. 5;

Thence, along said tract "TT", North 25°42'45" West a distance of 69.04 feet to the to the True point of Beginning;

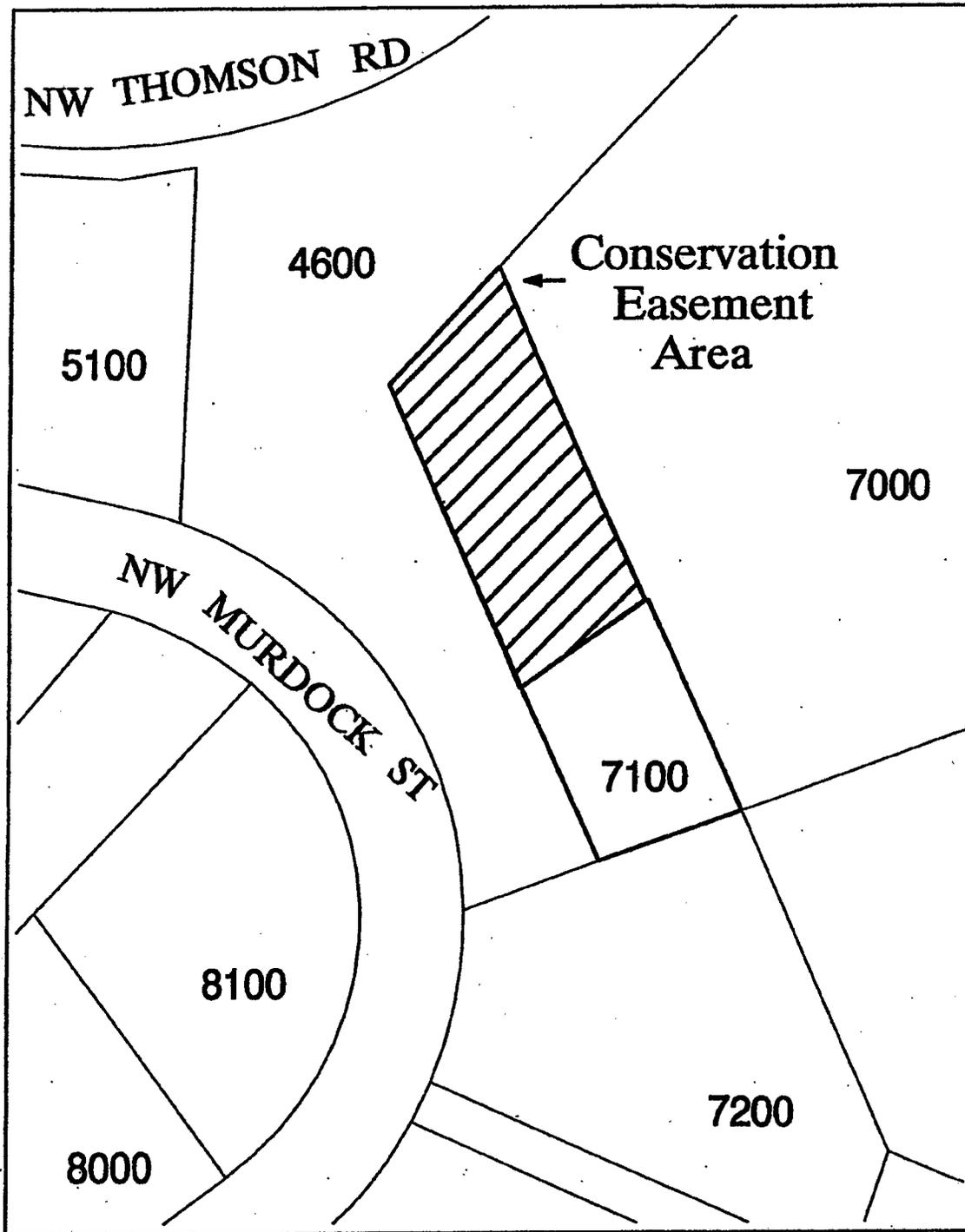
Thence, continuing along said tract, North 25°42'45" West a distance of 109.00 feet;

Thence, continuing along said tract, North 41°50'03" East a distance of 54.10 feet to a point on the Southwesterly boundary of that parcel of land conveyed by deed recorded in Book 2176, Page 308 on July 9<sup>th</sup>, 1963 in the County of Multnomah, State of Oregon;

Thence, along said Southwesterly boundary, South 25°42'45" East a distance of 113.00 feet;

Thence, leaving said boundary and running, South 45°51'23" West a distance of 52.70 feet to the True Point of Beginning.

Contains 5,550 square feet more or less.



Scale = 1:100'

Legal: Portion of 1N1W26AB 7100

Grantor: Multnomah County, Oregon

R/W# 6601 1/4 Section: 2720

 Conservation Easement Area

Consistent with Environmental Conservation & Protection Overlays



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (long form)**

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 10.18.07  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** C-4  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 10/03/07

**BUDGET MODIFICATION: DCS - 05**

**Agenda Title:** **Budget Modification DCS-05 Reclassifying an Engineering Technician 1 Position in the Survey Section to an Engineering Technician 2 within the Transportation Division as Determined by the Class/Comp Unit of Central Human Resources**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** Consent  
**Department:** Community Services      **Division:** Transportation  
**Contact(s):** Jerry Elliott  
**Phone:** (503) 988-4624      **Ext.** 84624      **I/O Address:** 455/2/224  
**Presenter(s):** N/A

**General Information**

**1. What action are you requesting from the Board?**

The Department is requesting the Board approve a budget modification for the reclassification of an Engineering Technician 1 position in the Survey Section to an Engineering Technician 2 as determined by the Class/Comp Unit of Central Human Resources.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Due to the current mix of Engineering Technicians within the Survey Section and the requirements for staffing each field crew, they are not able staff three fulltime field survey crews. This reclassification will allow the formation of another crew and more efficient use of the existing staff. This budget modification will affect Program Offer 91012 – County Surveyor’s Office by allowing another fulltime crew to increase the amount of work accomplished.

**3. Explain the fiscal impact (current year and ongoing).**

Budget modification detail is attached.

Due to an overlap in hourly wages of the Engineering Technician 1 and Engineering Technician 2 classifications, the Survey Section's overall budget for wage and related benefits for FY 2008 will not change. In future years this position will have increases due to COLA, step increases and increased benefits costs.

**4. Explain any legal and/or policy issues involved.**

Management and employees have the right to request evaluation of the appropriateness of classifications. The Classification/Compensation Unit has a formal process for evaluating these requests. The reclassifications of which approval is sought in this request have been reviewed by the Classification/Compensation Unit, and the positions have been found to be wrongly classed. By contract and under our personnel rules, we are required to compensate employees appropriately based on these findings.

**5. Explain any citizen and/or other government participation that has or will take place.**

N/A

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## ATTACHMENT A

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### **Budget Modification**

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If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

None

- **What budgets are increased/decreased?**

There is no net increase or decrease.

Due to an overlap in hourly wages of the Engineering Technician 1 and Engineering Technician 2 classifications, the Survey Section's overall budget for wage and related benefits for FY 2008 will not change.

- **What do the changes accomplish?**

This budget modification implements position changes as described in this document.

- **Do any personnel actions result from this budget modification? Explain:**

Reclassification of existing position.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

Any changes will be covered within existing departmental resources.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

These changes are ongoing, contingent upon Board approval of future program offers related to these programs.

- **If a grant, what period does the grant cover?**

Not Applicable

- **If a grant, when the grant expires, what are funding plans?**

Not Applicable

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

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## ATTACHMENT B

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**BUDGET MODIFICATION: DCS - 05**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**



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**Date:** 10/04/07

**Budget Analyst:**



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**Date:** 10/04/07

**Department HR:**

\_\_\_\_\_

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

**Countywide HR:**



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**Date:** 10/04/07

**ANNUALIZED PERSONNEL CHANGE**

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1501	6231	63825	Engineering Technician 1	700322	(1.00)	(46,469)	(14,912)	(13,104)	(74,485)
1501	6232	63825	Engineering Technician 2	700322	1.00	46,469	14,912	13,104	74,485
<b>TOTAL ANNUALIZED CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

						CURRENT YEAR			
Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1501	6231	63825	Engineering Technician 1	700322	(1.00)	(46,469)	(14,912)	(13,104)	(74,485)
1501	6232	63825	Engineering Technician 2	700322	1.00	46,469	14,912	13,104	74,485
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<b>TOTAL CURRENT FY CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (short form)**

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** C-5  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 10/03/07

**Agenda Title:** **Intergovernmental Expenditure Agreement 4600006913 with the City of Troutdale for Engineering Services Pertaining to Drainage in the Vicinity of Troutdale Road**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** Consent Calendar  
**Department:** Community Services      **Division:** Land Use & Trans Program  
**Contact(s):** Brian Vincent  
**Phone:** (503) 988-5050      **Ext.** 29642      **I/O Address:** 425  
**Presenter(s):** N/A

**General Information**

**1. What action are you requesting from the Board?**

The Department of Community Services-Land Use and Transportation Program recommends approval of the Intergovernmental Agreement with the City of Troutdale for engineering services related to drainage in the vicinity of Troutdale Road.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The area of concern is in the designated Urban Growth Area for the City of Troutdale. Within a very near term, parcels of land will be annexed, and development requests will be forthcoming. Presently, the County has jurisdiction of the road system and the accompanying drainage infrastructure. The City and County recognize that this particular area is devoid of a developed drainage system. We further recognize that if development is allowed to proceed without a comprehensive analysis of drainage, negative economic impacts to natural system (creeks) will occur. These engineering services will develop a comprehensive plan for conveyance of surface drainage in keeping with current Best Management Practices. Cost of the service will be jointly borne by the City and the County.

**3. Explain the fiscal impact (current year and ongoing).**

These services will result in a one-time current year expenditure not to exceed \$15,000. Funding is currently within the County Road Fund budget.

**4. Explain any legal and/or policy issues involved.**

There are no legal and/or policy issues due to this agreement.

**5. Explain any citizen and/or other government participation that has or will take place.**

City of Troutdale and County transportation services have jointly developed this concept. Due to the type of services, no community outreach is required at this time. However, elements of the plan will be used in future development projects for which there is a robust public comment process.

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**Required Signature**

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**Elected Official or  
Department/  
Agency Director:**



**Date: 10/03/07**

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# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 4600006913

Pre-approved Contract Boilerplate (with County Attorney signature)  Attached  Not Attached

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

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input checked="" type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRBR Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> <b>INTER-DEPARTMENTAL AGREEMENT (IDA)</b>

Department: Community Services Division: \_\_\_\_\_ Program: Land Use and Trans Program Date: 10/02/07  
 Originator: Brian Vincent Phone: (503) 988-5050 x29642 Bldg/Room: 425/Yeon  
 Contact: Cathey Kramer Phone: (503) 988-5050 x22589 Bldg/Room: 425/Yeon

Description of Contract: An Intergovernmental Agreement between the City of Troutdale and Multnomah County for the Land Use and Transportation Program to provide engineering services in connection with an urban drainage system planned in the vicinity of Troutdale Road.

RENEWAL:  PREVIOUS CONTRACT #(S) \_\_\_\_\_ EEO CERTIFICATION EXPIRES \_\_\_\_\_

PROCUREMENT, EXEMPTION OR CITATION # \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

CONTRACTOR IS:  MBE  WBE  ESB  QRF State Cert# \_\_\_\_\_ or  Self Cert  Non-Profit  N/A (Check all boxes that apply)

Contractor	City of Troutdale Public Works Department			Remittance address (If different)	
Address	342 SW 4 <sup>th</sup> Street				
City/State	Troutdale OR			Payment Schedule / Terms:	
ZIP Code	97060-2099			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 674-3300/Fax: (503) 492-3502 (James Galloway)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A			<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	11/1/07	Term Date	10/31/08	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date		New Term Date			
Original Contract Amount	\$	Original PA/Requirements Amount	\$		
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$		
Amount of Amendment	\$	Amount of Amendment	\$		
Total Amount of Agreement	\$ 15,000.00	Total PA/Requirements Amount	\$		

**REQUIRED SIGNATURES:**

Department Manager [Signature] DATE 10/3/07  
 County Attorney [Signature] DATE 10/17/07  
 CPCA Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Chair [Signature] DATE 10.18.07  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

COMMENTS: (WBS: ROADCEG0617D300) APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 10.18.07  
DEBORAH L. BOGSTAD, BOARD CLERK



# IGA Contract

### Vendor Address

TROUTDALE CITY OF  
104 SE KIBLING  
TROUTDALE OR 97060-2099

### Information

**Contract Number** 4600006913  
**Date** 10/01/2007  
**Vendor No.** 11916  
**Contact/Phone** BCS Transport'n / X26798  
**Validity Period:** 11/01/2007 - 10/31/2008  
**Minority Indicator:** Not Identified

**Estimated Target Value:** 15,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>IGA w/Troutdale re:Troutdale Rd Drainage</p> <p>Plant: F030 Community Service Requirements Tracking Number: 999 <i>Intergovernmental Agreement between Multnomah County Land Use and Transportation Program and the City of Troutdale for the County to assist the City of Troutdale with drawings and review for a planned drainage system in an undeveloped area bounded on the north by Stark St., on the east by Troutdale Road, on the south by the westerly extension of Strebin Road, and Beaver Creek on the west.</i> Project Manager - Gregory Kirby x 29623 (Admin Contact: Cathey Kramer x22589) Effective dates: 11/01/2007 - 10/31/2008</p>	15,000.000	Dollars	\$ 1.0000

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND  
THE CITY OF TROUTDALE FOR ENGINEERING SERVICES PERTAINING TO  
DRAINAGE IN THE VICINITY OF TROUTDALE ROAD  
MULTNOMAH COUNTY NO. 4600006913**

This Intergovernmental Agreement ("Agreement") is made and entered into by the County of Multnomah, a political subdivision of the State of Oregon ("County"), and the City of Troutdale, a municipal corporation in the State of Oregon ("City"), to contract for the provision of certain engineering services pertaining to drainage in the vicinity of Troutdale Road south of Stark Street. The County and the City are collectively referred to as "the Parties."

**I. RECITALS:**

- A. The Parties are authorized under the provisions of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform.
- B. There is an undeveloped area generally bounded on the north by Stark Street, on the east by Troutdale Road, on the south by the westerly extension of Strebin Road, and on the west by Beaver Creek ("Drainage Area") which is not currently served by an urban drainage system, as shown in the attached map identified as Exhibit A.
- C. The Drainage Area lies partially within the incorporated City limits and partially within the unincorporated County limits but within the Urban Growth Boundary and the City's urban planning area. The aforementioned roads are County roads also in need of storm water collection, treatment, and disposal.
- D. The Parties wish to engage the services of a qualified engineering firm to plan an appropriate "Urban Drainage System" as defined herein for the territory within both the City and the County's jurisdiction currently draining to, or reasonably expected to drain to, the Drainage Area.
- E. The purpose of this Agreement is to provide for those engineering services and the development of a mutually acceptable plan for an Urban Drainage System.

**THE PARTIES AGREE AS FOLLOWS:**

**II. TERMS AND CONDITIONS:**

- A. **RECITALS ARE CONTRACTUAL.** The above Recitals are contractual and are incorporated herein by this reference.
- B. **DEFINITION(S):**
  - 1. **URBAN DRAINAGE SYSTEM.** A comprehensive drainage system designed for the containment, diversion, and dispersion of storm-water and run-off water in the Drainage Area that is consistent and in compliance with all applicable local (including Multnomah County Road Rules Section 5), State and Federal laws and regulations.

### C. CITY RESPONSIBILITIES:

1. Develop a draft Request for Proposals for engineering services to plan an Urban Drainage System; provide the written draft to County for review and comment.
2. If requested by the County, participate in meetings to address any issues with respect to the draft Request for Proposals.
3. Upon receipt of written approval for the final draft from the County Engineer, within 30 days of the receipt of the Engineer's written approval; issue Request for Proposals in compliance with all applicable contracting laws and regulations.
4. Provide two individuals to serve on a panel to evaluate Proposals and select the best proposal in compliance with all applicable contracting laws and regulations.
5. If a proposal is accepted, award consulting contract and administer the contract.
6. Provide as-built drawings and other information requested by consultant pertaining to City's infrastructure in the vicinity of the Drainage Area.
7. Direct the consultant to copy the County representative all significant e-mail and other written communication generated in connection with the work on the project. In the event the County is not copied by the consultant, forward all relevant communications to the County in a timely manner.
8. Coordinate with the County representative for the joint opportunity of both jurisdictions to review and comment on consultant's findings, conclusions, and recommendations.
9. Pay one-half the cost of the consulting contract. Invoice County for the remaining one-half of the cost.

### D. COUNTY RESPONSIBILITIES:

1. Review written draft Request for Proposals when received from City and provide comments to City with ten (10) calendar days after receipt.
2. Provide one individual to serve on the panel identified in Section C. 4; to evaluate Proposals and select the best proposal.
3. Provide as-built drawings and other information requested by consultant pertaining to County's infrastructure in the vicinity of the Drainage Area.
4. Cooperate with the City to review and comment on consultant's findings, conclusions, and recommendations.
5. Consistent with County service reimbursement procedures and timelines, pay invoice from City for one-half of the cost of the consulting contract. Notwithstanding the preceding, the County's share of the cost shall not exceed \$15,000.00, unless otherwise authorized in writing by the County.

E. EARLY TERMINATION:

The Parties may terminate this Agreement at any time by mutual written consent. Either Party may terminate this Agreement prior to the selection of a consultant by providing written notice to the other Party.

F. DISPUTE RESOLUTION:

In the case of a dispute under this Agreement, the Parties shall attempt to resolve the dispute informally. If the dispute cannot be resolved through this process, the Parties shall submit their dispute to intergovernmental arbitration pursuant to ORS 190.710 through 190.800. Each of the Parties shall bear its own expense of attorney fees and arbitration.

G. AMENDMENT:

This Agreement may be amended by mutual written agreement of the Parties. Amendments shall be valid only when reduced to writing, approved as required, and signed.

H. TERM:

This Agreement shall be effective upon the date that it is executed by both Parties and shall remain in effect for one year from that date.

I. INDEMNIFICATION:

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through ORS 30.300, each Party shall indemnify, defend, and hold harmless each other from and against all liability, loss, and costs arising out of or resulting from acts of that Party, its officers, employees, and agents in the performance of this Agreement.

J. INSURANCE:

Each Party shall be responsible for providing workers' compensation insurance as required by law. No Party shall be required to provide or show proof of any other insurance coverage.

K. ADHERENCE TO LAW:

Each Party shall comply with all Federal, State, and Local laws and ordinances applicable to this Agreement.

L. NON-DISCRIMINATION:

Each Party shall comply with all requirements of Federal and State civil rights law.

M. ACCESS TO RECORDS:

Each party shall have access to the books, documents, and other records of the other which are related to this Agreement for the purpose of examination, copying, and audits, unless otherwise limited by law.

N. SUBCONTRACTS AND ASSIGNMENTS:

Neither Party will subcontract nor assign any of its obligations under this Agreement without the written consent of the other.

O JOINT PROPERTY:

In the event of termination of the Agreement, all files and documents of any kind related to the scope of work set forth herein shall be the joint property of the City and the County.

P. ENTIRETY OF AGREEMENT:

This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change to the terms of the Agreement shall bind either Party unless made in writing and signed by the Parties.

Q. SEVERABILITY:

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

MULTNOMAH COUNTY, OREGON

CITY OF TROUTDALE

By Ted Wheeler  
Ted Wheeler

By \_\_\_\_\_  
Paul Thalhofer

Title Chair  
Board of County Commissioners

Title Mayor  
City of Troutdale

Date 10.18.07

Date \_\_\_\_\_

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

DAVID ROSS, CITY ATTORNEY  
FOR CITY OF TROUTDALE

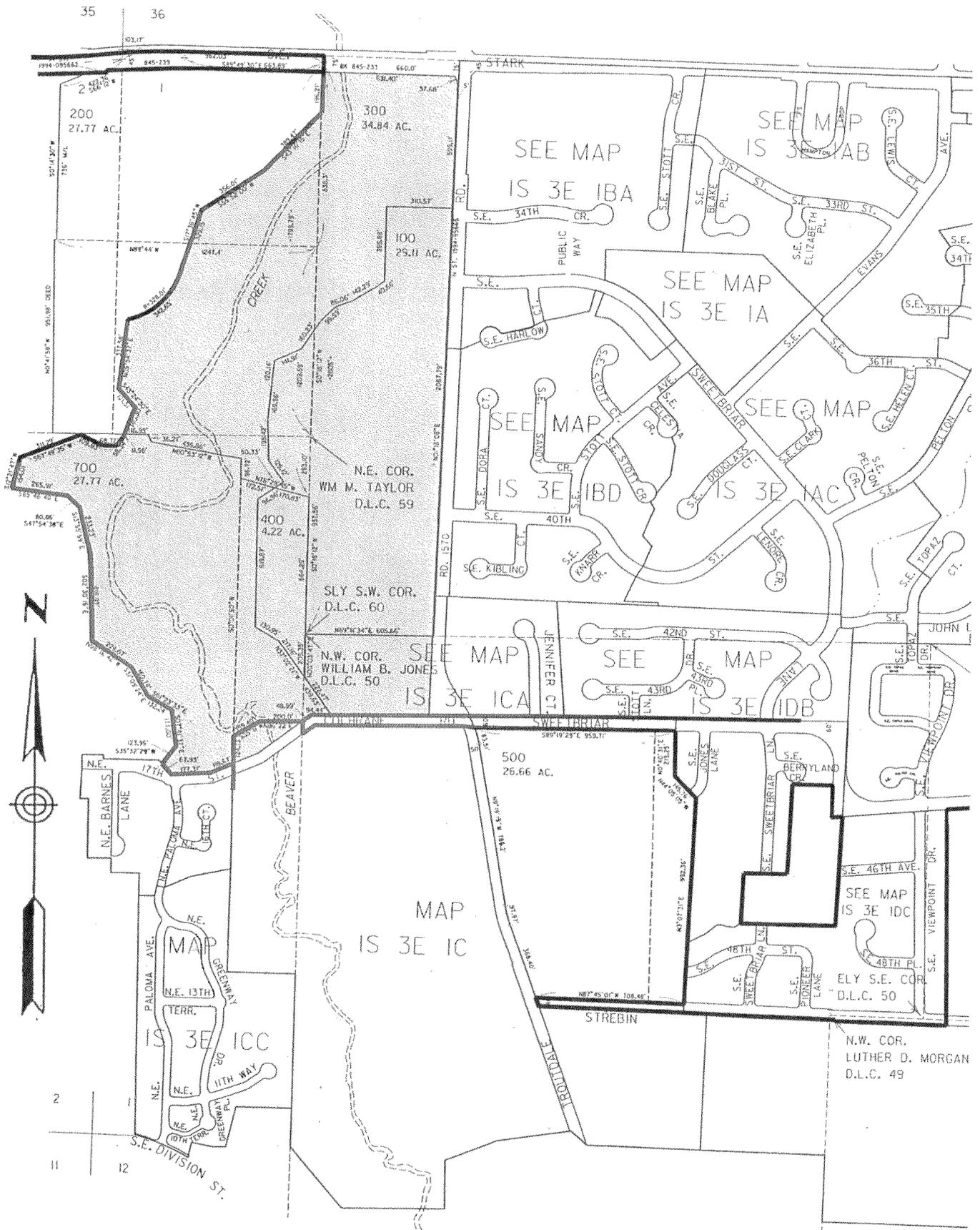
By Assistant County Attorney  
Assistant County Attorney

By \_\_\_\_\_  
City Attorney

Date 10.17.07

Date \_\_\_\_\_

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& INDEX  
GRESHAM  
TROUTDALE  
SECTION 1 T.1S. R.3E. W.M.  
MULTNOMAH COUNTY







**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (long form)**

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 10.18.07  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** C-6  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 10/04/07

**BUDGET MODIFICATION: DCM - 04**

**Budget Modification DCM-04 Reclassifying One Position in Finance and Risk  
Agenda Management and Creating One Position in the Same Division as Determined by  
Title: the Class/Comp Unit of Central Human Resources**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** Consent  
**Department:** County Management      **Division:** DCM Director's Office  
**Contact(s):** Bob Thomas  
**Phone:** (503) 988-4283      **Ext.** 84283      **I/O Address:** 503 / 531  
**Presenter(s):** NA

**General Information**

**1. What action are you requesting from the Board?**

The department is requesting Board approval of a budget modification authorizing the reclassification of one position in Finance & Risk Management, and the creation of one new position in the Office of the Chief Financial Officer in Finance & Risk Management.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The Department of County Management is asking the Board to approve the reclassification and position requests for the following positions:

**General Ledger**

Position Title (Old)	Position Title (New)	Position Number	FTE
Vacant Finance Supervisor	Finance Technician	712341	No FTE Change

This vacant position has been reclassified by Class Comp to a job class at a lower pay range. Finance had Class Comp review the level of this position and it was approved to move from the Finance Supervisor to Finance Technician level. This position is budgeted for FY 2008 in offer 72007 – General Ledger. No changes to the program’s results are expected.

The Department of County Management is requesting one additional position within the Office of Chief Financial Officer. When the Chief Financial Officer’s position was split from the DCM Department Director’s position in July 2007, no support staff were included to provide assistance for the new CFO. This new position would provide administrative support for the duties of the CFO that were not provided for during the transition. Central Class Comp has determined that the level of this proposed position should be at the Office Assistant Sr level.

**Office of the Chief Financial Officer**

Position Title (Old)	Position Title (New)	Position Number	FTE
NA	Office Assistant Sr	New position	+ 1 FTE

**3. Explain the fiscal impact (current year and ongoing).**

Budget modification detail is attached. The request is being accomplished within current resources for FY 2008. The overall cost of the reclassification and adding one FTE is \$7,451 during FY 2008 to the General Fund. Materials and Services are being reduced by this same amount to cover the increase. Cost of living and merit increases are likely for these positions in future years.

**4. Explain any legal and/or policy issues involved.**

The reclassifications for which approval is sought in this request, have been reviewed by the Classification/Compensation Unit and the positions have been found to be wrongly classed. By contract and under our personnel rules, we are required to compensate employees appropriately based on these findings.

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

**5. Explain any citizen and/or other government participation that has or will take place.**

NA

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## ATTACHMENT A

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### **Budget Modification**

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**If the request is a Budget Modification, please answer all of the following in detail:**

- **What revenue is being changed and why?**

Risk Management Fund revenue is increased by \$7,463 from service reimbursements related to these two positions.

- **What budgets are increased/decreased?**

The Risk Management Fund budget is increased by \$7,463.

- **What do the changes accomplish?**

The changes implement personnel actions approved by the Central Class Comp Unit.

- **Do any personnel actions result from this budget modification? Explain.**

Yes, one reclassification and one new position are created by this budget modification.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

None of these apply to this action.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

NA

- **If a grant, what period does the grant cover?**

NA

- **If a grant, when the grant expires, what are funding plans?**

NA

<i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i>
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## ATTACHMENT B

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**BUDGET MODIFICATION: DCM - 04**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

*Carol M. Ford*

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**Date: 10/02/07**

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**Budget Analyst:**

*Debra*

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**Date: 10/01/07**

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**Department HR:**

*Carl R. Quigg*

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**Date: 10/03/07**

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**Countywide HR:**

*Art Stetting*

---

**Date: 10/03/07**

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Budget Modification ID: DCM-04

### EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	72-10	1000	20		704300		60000	526,787	526,172	(615)		Decrease Permanent
2	72-10	1000	20		704300		60130	165,332	165,934	602		Decrease Salary Related
3	72-10	1000	20		704300		60140	124,087	131,550	7,463		Increase Insurance Ben
4	72-10	1000	20		704300		60260	14,500	7,050	(7,450)	0	Decrease Travel/Training
5	72-10	3500	20		705210		50316		(7,463)	(7,463)		Increase Insur Revenue
6	72-10	3500	20		705210		60330		7,463	7,463		Increase Offsetting expend
7									0			
8									0			
9									0			
10									0			
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24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

**ANNUALIZED PERSONNEL CHANGE**

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

						ANNUALIZED			
Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	9335	61270	Finance Supervisor	712341	(1.00)	(70,000)	(20,356)	(14,555)	(104,911)
1000	6027	61270	Finance Technician	712341	1.00	34,590	11,100	12,253	57,943
1000	6002	61270	Office Assistant Sr	New	1.00	34,590	10,059	12,253	56,902
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
<b>TOTAL ANNUALIZED CHANGES</b>					<b>1.00</b>	<b>(820)</b>	<b>803</b>	<b>9,951</b>	<b>9,934</b>

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

						CURRENT YEAR			
Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	9335	61270	Finance Supervisor	712341	(0.75)	(52,500)	(15,267)	(10,916)	(78,683)
1000	6027	61270	Finance Technician	712341	0.75	25,943	8,325	9,190	43,457
1000	6002	61270	Office Assistant Sr	New	0.75	25,943	7,544	9,190	42,677
									0
									0
									0
									0
									0
									0
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									0
<b>TOTAL CURRENT FY CHANGES</b>					<b>0.75</b>	<b>(615)</b>	<b>602</b>	<b>7,463</b>	<b>7,451</b>



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (short form)**

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** R-1  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 10/03/07

**Agenda Title:** **Presentation of Leadership Recognition Award to the Multnomah County  
Deferred Compensation Plan**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** 5 minutes  
**Department:** County Management      **Division:** Finance & Risk Mgmt.  
**Contact(s):** Mindy Harris  
**Phone:** 503 988 3786      **Ext.** 83786      **I/O Address:** 503/531  
**Presenter(s):** Mindy Harris

**General Information**

**1. What action are you requesting from the Board?**

Presentation of Leadership Recognition Award to the Multnomah County Deferred Compensation Plan for the year 2006.

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

The National Association of Government Defined Contribution Administrators recognizes plan sponsors such as Multnomah County for excellence and innovation in retirement plan design, administration, and/or effective communication in government sector defined contribution plans. Multnomah County is being recognized for our efforts in 2006 to promote National Save for Retirement Week at the local level, as well as innovations in our education program for our employees.

**3. Explain the fiscal impact (current year and ongoing).**

None.

**4. Explain any legal and/or policy issues involved.**

None.

**5. Explain any citizen and/or other government participation that has or will take place.**

Multnomah County was one of 41 governmental entities in the country receiving this award for outstanding leadership in the field of defined contribution administration.

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**Required Signature**

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**Elected Official or  
Department/Agency  
Director:**

*Carol M. Ford*

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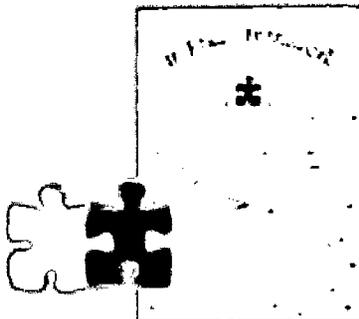
**Date:** 10/03/07

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**BOGSTAD Deborah L**

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**From:** WADDELL Mike D  
**Sent:** Monday, October 15, 2007 7:30 AM  
**To:** WADDELL Mike D  
**Subject:** Celebrate Accounts Payable—this week!



**October 15<sup>th</sup> to 19<sup>th</sup>, 2007 is AP Recognition Week, promoted by International Accounts Payable Professionals (IAPP) as a week to Celebrate Accounts Payable!**

It's hard to believe that it has been a full year since AP was last recognized county-wide.

This is a special week during which you should become familiar with AP and take a moment to say thanks to **your** AP support team located in your department, office or division—acknowledging them for their dedication to the AP profession and for their commitment as stewards of public funds. AP professionals make a difference—individually and as a team.

As a result of teamwork between AP and its County business partners, this past year has been notable in terms of implementing a new web-based credit card system along with taking advantage of a re-tooled automated vendor e-payment system. Both accomplishments reduce our dependence on traditional paper payments and help to maximize County and vendor payment security.

Visit the [Central AP MINT](#) site for valuable AP information & related links or visit [IAPP](#) for more information about membership and benefits.

DCM Central AP Staff thanks all of its departmental AP partners for promoting quality vendor service and improved payment practices.

*Kristy Johnstone 22886 Gina Oliveros 22832 JoAnn Parsley 22057 Nancy VanMetre 22788 Marilyn Winters 22337 Mike Waddell 22562*



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

Meeting Date: 10/18/07  
 Agenda Item #: R-2  
 Est. Start Time: 9:35 AM  
 Date Submitted: 10/03/07

**Agenda Title: PROCLAMATION Declaring the Week of October 21, 2007 Save for Retirement Week in Multnomah County, Oregon**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

<b>Date Requested:</b>	<u>10/18/2007</u>	<b>Time Requested:</b>	<u>10 minutes</u>
<b>Department:</b>	<u>County Management</u>	<b>Division:</b>	<u>Finance &amp; Risk Mgmt.</u>
<b>Contact(s):</b>	<u>Mindy Harris</u>		
<b>Phone:</b>	<u>503 988 3786</u>	<b>Ext.:</b>	<u>83786</u>
<b>Presenter(s):</b>	<u>Mindy Harris</u>	<b>I/O Address:</b>	<u>503/531</u>

**General Information**

**1. What action are you requesting from the Board?**

Adoption of Proclamation

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

National Save for Retirement Week is the first congressionally endorsed, national event formally calling on employers to promote the benefits of saving for retirement, and encourage their employees to take full advantage of employer-sponsored plans.

Goals for National Save for Retirement Week are:

- Help raise employee awareness of the need to save now for their future financial security
- Promote the benefits of getting started early saving for retirement
- Encourage employees to take full advantage of their employer-sponsored plans by increasing their contributions
- Creating a culture that promotes and values saving in the workplace and the

community

This proclamation declares the week of October 21, 2007 as Save for Retirement in Multnomah County, with the goal and intent of helping raise awareness and understanding by County employees and workers throughout our community of the importance of taking personal responsibility for saving for their future.

**3. Explain the fiscal impact (current year and ongoing).**

None.

**4. Explain any legal and/or policy issues involved.**

None.

**5. Explain any citizen and/or other government participation that has or will take place.**

The County's financial services providers for our Deferred Compensation Plan and representatives from Social Security, PERS, Employee Health Benefits and other partners are supporting our employee brown bag education and a financial fitness fair open to all employees during the designated week.

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**Required Signature**

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**Elected  
Official/Department/  
Agency Director:**

*Carol M. Ford*

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**Date:** 10/03/07

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. \_\_\_\_\_

Declaring the Week of October 21, 2007 Save for Retirement Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. The week of October 21, 2007 has been designated National Save for Retirement Week by the United States Senate and by the United States House of Representatives.
- b. The cost of retirement continues to rise. Americans are living longer than ever before; yet the number of employers providing retiree health coverage continues to decline, and retiree health care costs continue to increase at a rapid pace.
- c. Social Security remains the bedrock of retirement income for the great majority of Americans, but was never intended to be the sole source of retirement income for American families.
- d. Recent data from the Employee Benefit Research Institute indicates less than two-thirds of American workers and/or their spouses are currently saving for retirement and that the actual amount of retirement savings of the American worker lags far behind the amount that is realistically needed to adequately fund retirement.
- e. Many employees have available to them, through their employers, access to defined benefit and/or defined contribution plans to assist them in preparing for retirement.
- f. Many employees may not be taking advantage of defined contribution plans either at all or to the full extent allowed by the plan or federal law.
- g. All workers, including public and private sector employees, employees of tax-exempt organizations, and self-employed individuals, can benefit from increased awareness of the need to save for retirement and the availability of tax-advantaged retirement savings vehicles to assist them in saving for retirement.

**The Multnomah County Board of Commissioners Proclaims:**

The week of October 21, 2007 is Save for Retirement Week in Multnomah County, Oregon. Multnomah County supports the goals and ideals of National

Save for Retirement Week, including raising public awareness about the importance of adequate retirement savings and the availability of employer sponsored retirement plans.

ADOPTED this 18th day of October, 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Ted Wheeler, County Chair

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Maria Rojo de Steffey,  
Commissioner District 1

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Jeff Cogen,  
Commissioner District 2

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Lisa Naito,  
Commissioner District 3

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Lonnie Roberts,  
Commissioner District 4

SUBMITTED BY:

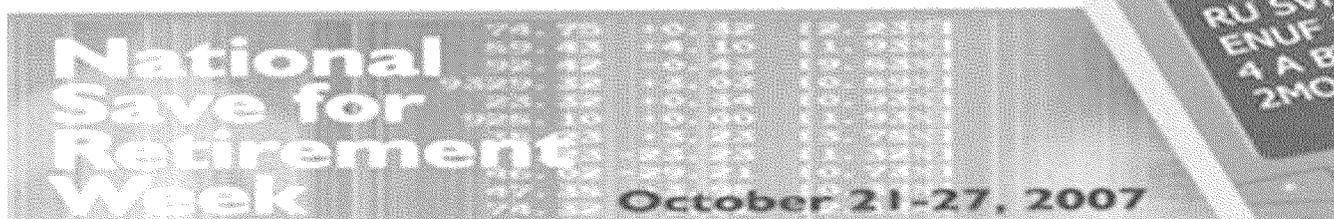
Carol M. Ford, Director, Dept. of County Management)

**BOGSTAD Deborah L**

**From:** WITKA Vanessa C  
**Sent:** Friday, October 12, 2007 10:32 AM  
**Subject:** Upcoming "Save for Retirement" Events

**ATTENDANCE IS ON EMPLOYEE TIME  
 CONTACT YOUR SUPERVISOR FOR APPROVAL IF NECESSARY**

**URGENT MESSAGE**  
 from your future...



<b>October 22nd Monday</b>	<b>October 23rd Tuesday</b>	<b>October 24<sup>th</sup> Wednesday</b>	<b>October 26th Friday</b>
Noon – 1pm Brown Bag	10:00a.m. – 2:00p.m.	10:00a.m. – 2:00p.m.	Noon – 1pm Brown Bag
Debt Elimination	Financial Fitness Fair	Financial Fitness Fair	Retirement Planning
Lincoln Bldg	Lincoln Bldg	Multnomah Bldg	NE Health Clinic
Pine Room	Columbia Willamette Rooms	1 <sup>st</sup> FI Boardroom	Conference Room B
421 SW Oak St	421 SW Oak St	501 SE Hawthorne Blvd	5329 NE MLK JR Blvd

Now in its second year, National Save for Retirement Week is the first congressionally endorsed, national event formally calling on all employees to take full advantage of employer-sponsored retirement plans. For our employees, we will be holding events at three locations to highlight the importance of saving for retirement. At these events you will learn why it is essential to save for retirement and how easy it is to begin.

Experts predict that retirees will need from 80 percent to 100 percent of their pre-retirement income to maintain their lifestyle after retirement. As an employee at our workplace, you already participate in our defined benefit or defined contribution plan, which will provide you with a foundation once you enter retirement. And, you may also be eligible for Social Security benefits when you reach retirement age. But, that won't be enough. You will need to add your own retirement savings in order to have enough income to live comfortably during your retirement years – to fulfill your retirement goals.

See below link for event description:

[http://www2.co.multnomah.or.us/County\\_Management/Finance/deferred\\_comp/2007\\_saveforretire](http://www2.co.multnomah.or.us/County_Management/Finance/deferred_comp/2007_saveforretire)

Here are a few simple steps you can take today that will help you be ready when it's time to retire:

- If you save just \$10 per week in your 457 deferred compensation plan for 40 years and earn

an average rate of return of 7 percent, you will have over \$100,000 in your account. If you start a little later, you can save more than \$73,000, by setting aside \$60 a month in your tax-deferred savings account for 30 years and earn a return of 7 percent.

- If you are saving now and increase your contributions, you can really make a difference in your final total. Over 30 years, adding \$25 to your \$100 biweekly contribution can increase your account from \$264,327 to more \$330,409 (assuming you earn 7 percent).
- Saver's Credit. Sometimes saving seems really hard, especially if your income is limited. The government has a special Saver's Credit just for you. If you are eligible, you can actually receive money back when you file your tax return.

**BOGSTAD Deborah L**

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**From:** BOGSTAD Deborah L  
**Sent:** Monday, October 15, 2007 2:25 PM  
**To:** HARRIS Mindy L  
**Subject:** RE: Save for Retirement Proclamation

Thank you Mindy.

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**deborah.l.bogstad@co.multnomah.or.us**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

-----Original Message-----

**From:** HARRIS Mindy L  
**Sent:** Monday, October 15, 2007 11:57 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Save for Retirement Proclamation

Here's the amended version with the statement about the Governor signing his Proclamation.

Thanks Deb.

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Thursday, October 11, 2007 5:24 PM  
**To:** HARRIS Mindy L  
**Subject:** Save for Retirement Proclamation

Here you go!

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**deborah.l.bogstad@co.multnomah.or.us**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. \_\_\_\_\_**

Declaring the Week of October 21, 2007 Save for Retirement Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. The week of October 21, 2007 has been designated National Save for Retirement Week by the United States Senate and by the United States House of Representatives, and the Governor of Oregon has signed a Proclamation designating Save for Retirement Week in Oregon.
- b. The cost of retirement continues to rise. Americans are living longer than ever before; yet the number of employers providing retiree health coverage continues to decline, and retiree health care costs continue to increase at a rapid pace.
- c. Social Security remains the bedrock of retirement income for the great majority of Americans, but was never intended to be the sole source of retirement income for American families.
- d. Recent data from the Employee Benefit Research Institute indicates less than two-thirds of American workers and/or their spouses are currently saving for retirement and that the actual amount of retirement savings of the American worker lags far behind the amount that is realistically needed to adequately fund retirement.
- e. Many employees have available to them, through their employers, access to defined benefit and/or defined contribution plans to assist them in preparing for retirement.
- f. Many employees may not be taking advantage of defined contribution plans either at all or to the full extent allowed by the plan or federal law.
- g. All workers, including public and private sector employees, employees of tax-exempt organizations, and self-employed individuals, can benefit from increased awareness of the need to save for retirement and the availability of tax-advantaged retirement savings vehicles to assist them in saving for retirement.

**The Multnomah County Board of Commissioners Proclaims:**

The week of October 21, 2007 is Save for Retirement Week in Multnomah County, Oregon. Multnomah County supports the goals and ideals of National Save for Retirement Week, including raising public awareness about the importance of adequate retirement savings and the availability of employer sponsored retirement plans.

ADOPTED this 18th day of October, 2007.

**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

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Ted Wheeler, County Chair

---

Maria Rojo de Steffey,  
Commissioner District 1

---

Jeff Cogen,  
Commissioner District 2

---

Lisa Naito,  
Commissioner District 3

---

Lonnie Roberts,  
Commissioner District 4

**SUBMITTED BY:**

Mindy Harris, Chief Financial Officer, Multnomah County

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 07-168**

Declaring the Week of October 21, 2007 Save for Retirement Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

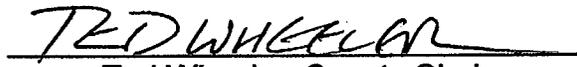
- a. The week of October 21, 2007 has been designated National Save for Retirement Week by the United States Senate and by the United States House of Representatives, and the Governor of Oregon has signed a Proclamation designating Save for Retirement Week in Oregon.
- b. The cost of retirement continues to rise. Americans are living longer than ever before; yet the number of employers providing retiree health coverage continues to decline, and retiree health care costs continue to increase at a rapid pace.
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- f. Many employees may not be taking advantage of defined contribution plans either at all or to the full extent allowed by the plan or federal law.
- g. All workers, including public and private sector employees, employees of tax-exempt organizations, and self-employed individuals, can benefit from increased awareness of the need to save for retirement and the availability of tax-advantaged retirement savings vehicles to assist them in saving for retirement.

**The Multnomah County Board of Commissioners Proclaims:**

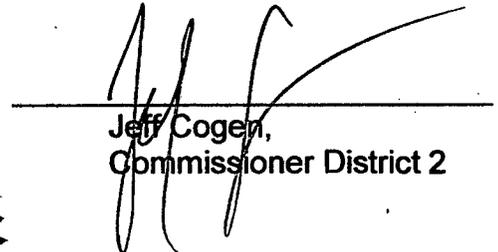
The week of October 21, 2007 is Save for Retirement Week in Multnomah County, Oregon. Multnomah County supports the goals and ideals of National Save for Retirement Week, including raising public awareness about the importance of adequate retirement savings and the availability of employer sponsored retirement plans.

ADOPTED this 18th day of October, 2007.

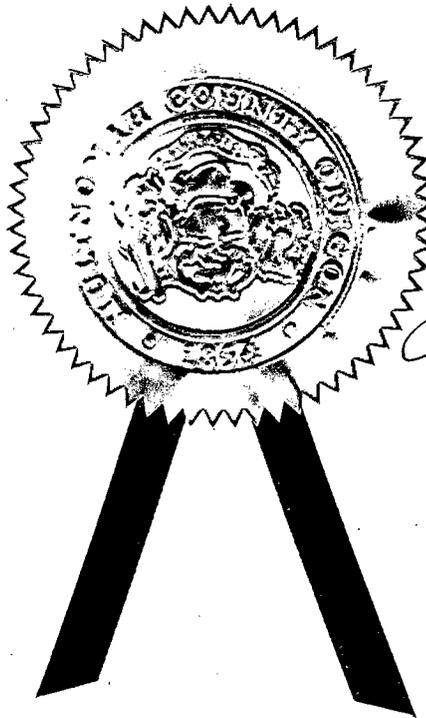
**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

  
Ted Wheeler, County Chair

  
Marja Rojo de Steffen,  
Commissioner District 1

  
Jeff Cogen,  
Commissioner District 2

  
Lisa Naito,  
Commissioner District 3



  
Lonnie Roberts,  
Commissioner District 4

SUBMITTED BY:

Mindy Harris, Chief Financial Officer, Multnomah County

**BOGSTAD Deborah L****From:** HARRIS Mindy L**Sent:** Sunday, October 21, 2007 5:45 PM**Subject:** Welcome to Save for Retirement Week in Multnomah County!

Last Thursday, the Board of County Commissioners passed a Proclamation declaring October 21-27, 2007, Save for Retirement Week in Multnomah County. The Board is very supportive of employees taking personal, individual responsibility for their financial future and recognizes the importance of saving for retirement. In recognition of this important week, the Deferred Compensation program and our investment partners, Hartford Life, ING Financial Advisers, and Advantis Credit Union, are sponsoring four events during the week, described below. If you are already a participant in the County's deferred compensation program, you have taken a very critical step in preparing for a financially comfortable retirement. Please take some time to review your retirement goals and savings action plan with your account representative to make sure you are continuing to save enough. If you are not yet a participant in the plan, please consider signing up and taking personal responsibility for saving for your retirement. The County has made it very easy to participate, with only a 1% minimum contribution via payroll deduction. We have a high quality, low cost lineup of investment options that are reviewed annually to maintain the quality of the investment options offered and the services provided by the deferred compensation plan.

This link will take you to the County's website section for our deferred compensation program, where you can find valuable information about our plan, including how to contact our investment representatives:

<http://www2.co.multnomah.or.us/Public/EntryPoint?>

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All employees and their guests are encouraged to attend the events we have scheduled. We hope to see you at one or more of the events listed below!

**URGENT MESSAGE**  
from your future...



October 22nd Monday	October 23rd Tuesday	October 24th Wednesday	October 26 Friday
Noon – 1pm Brown Bag	10:00a.m. – 2:00p.m. Financial Fitness Fair	10:00a.m. – 2:00p.m. Financial Fitness Fair	Noon – 1pm Brown Bag Retirement Planning
Debt Elimination	Lincoln Bldg	Multnomah Bldg	NE Health Conference Room
Lincoln Bldg	Columbia Willamette Rooms	1 <sup>st</sup> Fl Boardroom	5329 NE MLK JF
Pine Room		501 SE Hawthorne Blvd	
421 SW Oak St	421 SW Oak St		

Now in its second year, National Save for Retirement Week is the first congressionally

endorsed, national event formally calling on all employees to take full advantage of employer-sponsored retirement plans. For our employees, we will be holding events at three locations to highlight the importance of saving for retirement. At these events you will learn why it is essential to save for retirement and how easy it is to begin.

Experts predict that retirees will need from 80 percent to 100 percent of their pre-retirement income to maintain their lifestyle after retirement. As an employee at our workplace, you already participate in PERS, our defined benefit plan, which will provide you with a foundation once you enter retirement. And, you may also be eligible for Social Security benefits when you reach retirement age. But, that may not be enough. You will need to add your own retirement savings in order to have enough income to live comfortably during your retirement years – to fulfill your retirement goals.

See below link for event description:

[http://www2.co.multnomah.or.us/County\\_Management/Finance/deferred\\_comp/2007\\_savef](http://www2.co.multnomah.or.us/County_Management/Finance/deferred_comp/2007_savef)

Here are a few simple steps you can take today that will help you be ready when it's time to retire:

- If you save just \$10 per week in your 457 deferred compensation plan for 40 years and earn an average rate of return of 7 percent, you will have over \$100,000 in your account. If you start a little later, you can save more than \$73,000, by setting aside \$60 a month in your tax-deferred savings account for 30 years and earn a return of 7 percent.
- If you are saving now and increase your contributions, you can really make a difference in your final total. Over 30 years, adding \$25 to your \$100 biweekly contribution can increase your account from \$264,327 to more \$330,409 (assuming you earn 7 percent).
- Saver's Credit. Sometimes saving seems really hard, especially if your income is limited. The government has a special Saver's Credit just for you. If you are eligible, you can actually receive money back when you file your tax return.

**ATTENDANCE IS ON EMPLOYEE TIME  
CONTACT YOUR SUPERVISOR FOR APPROVAL IF NECESSARY**

**BOGSTAD Deborah L**

---

**From:** ROJO DE STEFFEY Maria  
**Sent:** Wednesday, October 24, 2007 2:38 PM  
**To:** HARRIS Mindy L; #ALL CHAIR'S OFFICE; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4; #ALL PAO STAFF  
**Cc:** FORD Carol M; BOGSTAD Deborah L; SOWLE Agnes; GRIFFIN-VALADE LaVonne L  
**Subject:** RE:

Congratulations. I am so proud of you. Having spent many years watching your promotions through the county, you are very deserving of recognition for your work.

Thank you.

Maria

-----Original Message-----

**From:** HARRIS Mindy L  
**Sent:** Wednesday, October 24, 2007 2:33 PM  
**To:** #ALL CHAIR'S OFFICE; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4; #ALL PAO STAFF  
**Cc:** FORD Carol M; BOGSTAD Deborah L; SOWLE Agnes; GRIFFIN-VALADE LaVonne L  
**Subject:**

Last week when I was at the Board meeting regarding Save for Retirement Week in Multnomah County and the county's leadership award for our own program, I mentioned that I have recently been elected president of the National Association of Government Defined Contribution Administrators. It is in this capacity that I have been invited to testify next week before the US House Ways & Means Committee. This hearing will focus on the impact that administrative and investment fees have on workers' ability to adequately save for their retirement.

The link below will take you to the announcement about this hearing. If you are interested I can also provide you with the full testimony after it has been submitted for the record.

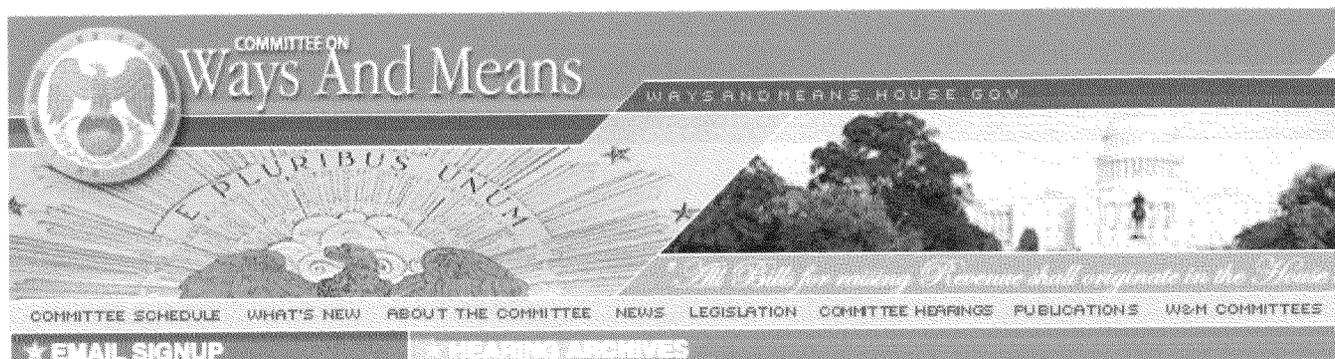
<http://waysandmeans.house.gov/hearings.asp?formmode=view&id=6577>

On a related topic, our retirement savings events this week have been drawing good-sized crowds. By noon today, there had been dozens of people visiting the information tables in the board room and making appointments to start saving. We have briefly discussed repeating this event out in East County so they can take advantage of the same opportunities. Thank you again for your support of this program.

Mindy Harris

Chief Financial Officer

10/29/2007



Email Address

[Printer Friendly](#)

#### ★ COMMITTEE ACTION - LIVE

[Click Here to View Committee Proceedings Live](#)

#### ★ HOT TOPICS

Rangel: The President Has Been Given One More Chance

H.R. 3970, the "Tax Reduction and Reform Act of 2007"

\*\*\*U.S. PERU FTA MATERIALS AND NEWS\*\*\*

Chairman Rangel's Remarks Regarding SCHIP

American Workers Seek a New Direction for Trade Policy

*U.S. must shape globalization to spread the benefits more broadly*

Rangel Statement on 401(k) Fees

## ADVISORY

### FROM THE COMMITTEE ON WAYS AND MEANS

FOR IMMEDIATE RELEASE  
October 24, 2007  
FC-16

CONTACT: (202) 225-2600

#### Chairman Rangel Announces a Hearing on the Appropriateness of Retirement Plan Fees

House Ways and Means Committee Chairman Charles B. Rangel today announced that the Committee on Ways and Means will hold a hearing on the appropriateness of the fees charged to the pension plans of workers who participate in 401(k), 403(b), and 457 plans. **This hearing will take place on Tuesday, October 30, 2007, in 1100 House Office Building, beginning at 10:00 AM.**

In view of the limited time available to hear witnesses, oral testimony at this hearing will be limited to invited witnesses only. However, any individual or organization not scheduled for oral appearance may submit a written statement for consideration by the Committee for inclusion in the printed record of the hearing. A list of invited witnesses will be posted on the Committee's website.

#### FOCUS OF THE HEARING:

This hearing will focus on the impact that administrative and investment fees have on workers' ability to adequately save for their retirement.

#### BACKGROUND:

Over the past two decades, 401(k) plans have grown to be the most popular form of defined contribution (DC) retirement savings plans. As of 2006, approximately 100 million American workers actively participated in a 401(k) plan, with an asset value of \$1.5 trillion, which represents 16 percent of all retirement assets.

Other common forms of DC plans are 403(b) annuity and 457 plans. According to a report by the Spectrum Group, there were approximately 31,450 Section 457 plans in 2006. This market has grown over the last 7 years, as reflected in a recent report by the

Employee Benefit Research Institute (EBRI) that examined 2004 data. The report estimated total Section 457 plan assets to be about \$117 billion. More recent plans for the first quarter of 2007 show assets of \$161 billion, with more than 3 participants. According to recent data released by the Investment Company Institute, Section 403 (b) plans held assets valued at \$701 billion, with approximately 5.5 million workers participating in these plans.

The growth in DC plans has resulted in a shift of the burden of saving for retirement. Today, the role of employers in these plans is shrinking while the role of the worker increases. The majority of workers who participate in these plans are responsible for making sure they set aside adequate savings to finance their retirement years. This responsibility includes making wise investment choices and monitoring account activity to ensure the efficient use of funds. These funds can be easily eroded through excessive investment costs.

According to the Bush Administration's budget for fiscal year 2007, Federal tax expenditures for 401(k) plans were estimated at \$39.8 billion for 2007 and a total of \$228 billion over the next five years. Other employer-sponsored plans, including 403(b) and 457 plans, were estimated to cost \$52.4 billion for 2007 and a total of \$228 billion over the next five years.

As assets in DC plans grow, so does the Federal subsidy for the savings held in these plans. The Committee is charged with the task of ensuring that these Federal subsidies are used as intended under the Internal Revenue Code.

In announcing the hearing, Chairman Rangel said, **"This is an important issue for millions of American workers who are being asked to shoulder the cost of saving for retirement adequately for their retirement. If we are going to ask our workers to fully shoulder this level of responsibility, and the Federal government is going to subsidize these efforts, we have a duty to make sure that our Federal dollars are efficiently and effectively working for the benefit of our workers. We need to make sure that the subsidies are being reflected in the account balances of these workers."**

#### DETAILS FOR SUBMISSION OF WRITTEN COMMENTS:

Please Note: Any person(s) and/or organization(s) wishing to submit for the hearing record must follow the appropriate link on the hearing page of the Committee website to complete the informational forms. From the Committee homepage, <http://waysandmeans.house.gov>, select "110th Congress" from the menu entitled "Committee Hearings" (<http://waysandmeans.house.gov/Hearings.asp?congress=110>). Select the hearing for which you would like to submit, and click on the link entitled "provide a submission for the record." Once you have followed the online instructions, completing all informational forms and clicking "submit" on the final form, an email will be sent to the address which you supply confirming your interest in providing a submission for the record. You **MUST REPLY** to the email and **ATTACH** your submission as a Word or WordPerfect document, in compliance with the formatting requirements listed below, by close of business **Tuesday, November 13, 2007**. Finally, please note that due to the change in House mail policy, the U.S. Capitol Police will refuse to accept package deliveries to all House Office Buildings. For questions, or if you encounter technical problems, please call (202) 225-1721.

#### ★ SPECIAL FEATURES

#### FORMATTING REQUIREMENTS:

The Committee relies on electronic submissions for printing the official hearing record.



always, submissions will be included in the record according to the discretion of the Committee. The Committee will not alter the content of your submission, but will reserve the right to format it according to our guidelines. Any submission provided to the Committee by a witness, any supplementary materials submitted for the printer and any written comments in response to a request for written comments must follow the guidelines listed below. Any submission or supplementary item not in compliance with these guidelines will not be printed, but will be maintained in the Committee file for review and use by the Committee.

1. All submissions and supplementary materials must be provided in Word or WordPerfect format and **MUST NOT** exceed a total of 10 pages, including attachments. Witnesses and submitters are advised that the Committee relies on electronic submissions for printing the official hearing record.
2. Copies of whole documents submitted as exhibit material will not be accepted for printing. Instead, exhibit material should be referenced and quoted or paraphrased. Exhibit material not meeting these specifications will be maintained in the Committee file for review and use by the Committee.
3. All submissions must include a list of all clients, persons, and/or organizations on whose behalf the witness appears. A supplemental sheet must accompany each submission listing the name, company, address, telephone and fax numbers of each client or organization.

**Note:** All Committee advisories and news releases are available on the World Wide Web at <http://waysandmeans.house.gov>.

 The Committee seeks to make its facilities accessible to persons with disabilities. If you are in need of special accommodations, please call 202-225-1721 or 202-225-3411 TTD/TTY in advance of the event (four business days notice is required). Questions with regard to special accommodation needs in general (including a request for Committee materials in alternative formats) may be directed to the Committee at the address above.

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###

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Committee on Ways & Means  
 U.S. House of Representatives | 1102 Longworth House Office Building | Washington D.C. 20515  
 Phone: (202) 225-3625 | Fax: (202) 225-2610

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**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (short form)**

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** R-3  
**Est. Start Time:** 9:45 AM  
**Date Submitted:** 10/02/07

**Agenda Title:** **Second Reading and Possible Adoption of a Proposed ORDINANCE Amending MCC Chapter 3, Board of Commissioners, to Add §§ 3.500-.504 Relating to the Audit Committee**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** 1 min  
**Department:** Non-Departmental      **Division:** Auditor's Office  
**Contact(s):** LaVonne Griffin-Valade  
**Phone:** 503-988-3320      **Ext.** 83320      **I/O Address:** 503/601  
**Presenter(s):** LaVonne Griffin-Valade

**General Information**

**1. What action are you requesting from the Board?**

Approve second reading and adopt ordinance amending MCC Chapter 3, Board of Commissioners, to Add §§ 3.500-504 Relating to the Audit Committee

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

On August 16, 1990, the Board enacted Ordinance 660 establishing the Multnomah County Audit Committee and Financial Audit Policy. The ordinance was not codified in the County Code.

Ordinance 660 was amended to delete references to the Department of General Services by Ordinance 722 on May 21, 1992, and to provide for staggered terms of the three citizen members by Ordinance 761 on May 20, 1993.

The Board wishes to update and codify Ordinances 660, 722 and 761.

In addition to establishing the Audit Committee in the County Code, this ordinance would do the following:

- Separate the financial audit policy, which was part of the original Ordinance 660, into a County

Resolution to be approved by the Board.

- Change the membership from three to five citizen members.
- Change the requirement that the member appointed by the Chair be a CPA. Instead require that one of the five citizen members have financial expertise.
- Change the term year to be concurrent with the County's fiscal year.
- Change the requirement for providing technical and clerical support from the Finance Division to the County Auditor's Office.

The technical and clerical support for the Audit Committee is minimal, therefore this action would have no effect on the County Auditor's Office's or Finance Division's program offers.

**3. Explain the fiscal impact (current year and ongoing).**

None

**4. Explain any legal and/or policy issues involved.**

This ordinance will codify the membership and duties of Multnomah County's Audit Committee.

**5. Explain any citizen and/or other government participation that has or will take place.**

The Multnomah County Audit Committee has been involved in reviewing and approving this ordinance. The County Auditor expects that the inclusion of two additional citizen members on the committee should improve financial accountability to the citizens of Multnomah County.

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**Required Signature**

---

**Elected Official or  
Department/  
Agency Director:**



**Date:** 10/02/07

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

Amending MCC Chapter 3, Board of Commissioners, to Add §§ 3.500-504 Relating to the Audit Committee

**The Multnomah County Board of Commissioners Finds:**

- a. On August 16, 1990, the Board enacted Ordinance 660 establishing the Multnomah County Audit Committee and Financial Audit Policy. The ordinance was not codified in the County Code.
- b. Ordinance 660 was amended to delete references to the Department of General Services by Ordinance 722 on May 21, 1992 and to provide for staggered terms of the three citizen members by Ordinance 761 on May 20, 1993.
- c. The Board wishes to update and codify Ordinances 660, 722 and 761.

**Multnomah County Ordains as follows:**

**Section 1.** MCC Chapter 3, Board of Commissioners, is amended to add the following sections:

**§ 3.500\* AUDIT COMMITTEE**

**§ 3.501 Definitions.**

For the purpose of MCC §§ 3.500 to 3.504, the following definitions apply unless the context requires a different meaning:

**AGENCY.** The entity being audited. This can be the County overall, or a department, office, division, program or fund. In certain cases, it can also include reporting entities operated solely outside of a county organization.

**EXTERNAL AUDITOR.** The Certified Public Accountant (CPA) or accounting firm in charge of conducting the audit.

**AUDIT.** The examination and evaluation of an agency's activities by the external auditor to determine that financial operations are properly conducted, that financial reports are presented in accordance with generally accepted accounting principles, and that the agency is in compliance with applicable laws and regulations. Additionally, audits may include the examination and evaluation of the overall adequacy of internal financial controls.

**EXCEPTION.** Any audit finding requiring corrective action received as part of a final audit report, as well as any written recommendations and suggestions received from an auditor as the result of an audit.

**MANAGEMENT.** Department or Division Manager.

**§ 3.502 Committee Established.**

There is established an Audit Committee to serve as a liaison between the Board, the independent external auditor and management, as their duties relate to financial accounting, reporting, and internal controls and compliance.

**§ 3.502 Duties.**

(A) The Committee assists the Board in reviewing county accounting policies and reporting practices as they relate to the county's Comprehensive Annual Financial Report. The Committee is the county's agent in assuring the independence of the county's external auditors, the integrity of management, and the adequacy of disclosures to the public.

(B) The Committee meets at least annually and as many times as it deems necessary to:

(1) Review, prior to the annual audit, the scope and general extent of the external auditor's planned examination, including their engagement letter.

(2) Review with management and the external auditor, upon completion of their audit, financial results for the year prior to the presentation to the Board. This review should encompass:

(a) The county's Comprehensive Annual Financial Report and Supplemental Disclosures required by General Accepted Accounting Principles (GAAP).

(b) Significant transactions not a normal part of the county's operations.

(c) Selection of and changes, if any during the year, in the county's accounting principles or their application.

(d) Significant adjustment proposed by the external auditor.

(e) Any disagreements between the external auditor and management about matters that could be significant to the county's financial statement or the auditor's report.

(f) Difficulties encountered in performance of the audit.

(g) Violation of federal and state law, County ordinance, and contractual agreements reported by the external auditor.

(3) Request comments from management regarding the responsiveness of the external auditor to the county's needs. Inquire of the auditor whether there have been any disagreements with management that, if not satisfactorily resolved, would have caused them to issue a nonstandard report on the county's financial statements.

(4) Review with the external auditor the performance of the county's financial and accounting personnel and any recommendations that the external auditor may have. Topics to be considered during this discussion include improving internal financial controls, controls over compliance, the selection of accounting principles, and financial reporting systems.

(5) Review written responses of management to “letter of comments and commendations” from the external auditor and discuss with management the status of implementation of prior period recommendations and corrective action plans.

(6) Ensure the final report is presented to the Board within 90 days of completion of the audit. Upon presentation to the Board, the audit will be considered complete.

(7) Recommend to the Board revisions that should be made to the county’s financial policies or internal controls.

(8) Recommend to the Board appropriate extensions or changes in the duties of the Committee.

(9) Assist with external auditor selection:

(a) The selection of the external auditor shall be made according to Oregon Revised Statutes (ORS) and Multnomah County purchasing procedures, rules and regulations concerning proper selection procedures.

(b) The Committee will procure a request for proposals for the external auditor at least every five years for the county’s Comprehensive Annual Financial Report.

(c) The Committee will review the responses to the RFP and make a recommendation to the Board on the selection of the external auditor.

(10) Adopt rules or bylaws consistent with this code and all state and federal laws for its operation.

**§ 3.503 Membership.**

(A) The Committee is composed of:

(1) County Chair or designee.

(2) One County Commissioner appointed by the Chair.

(3) County Auditor (Non-Voting Capacity).

(4) One independent citizen appointed by the Chair.

(5) Four independent citizens recommended by the Citizen Involvement Committee.

(6) County Chief Financial Officer (Non-Voting Capacity).

(B) Each citizen member will serve a three year term. Terms commence upon appointment and run concurrently with the county fiscal year. Appointments will be staggered. No citizen member may serve more than two consecutive terms.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. 1101**

Amending MCC Chapter 3, Board of Commissioners, to Add §§ 3.500-504 Relating to the Audit Committee

**The Multnomah County Board of Commissioners Finds:**

- a. On August 16, 1990, the Board enacted Ordinance 660 establishing the Multnomah County Audit Committee and Financial Audit Policy. The ordinance was not codified in the County Code.
- b. Ordinance 660 was amended to delete references to the Department of General Services by Ordinance 722 on May 21, 1992 and to provide for staggered terms of the three citizen members by Ordinance 761 on May 20, 1993.
- c. The Board wishes to update and codify Ordinances 660, 722 and 761.

**Multnomah County Ordains as follows:**

**Section 1.** MCC Chapter 3, Board of Commissioners, is amended to add the following sections:

**§ 3.500\* AUDIT COMMITTEE**

**§ 3.501 Definitions.**

For the purpose of MCC §§ 3.500 to 3.504, the following definitions apply unless the context requires a different meaning:

**AGENCY.** The entity being audited. This can be the County overall, or a department, office, division, program or fund. In certain cases, it can also include reporting entities operated solely outside of a county organization.

**EXTERNAL AUDITOR.** The Certified Public Accountant (CPA) or accounting firm in charge of conducting the audit.

**AUDIT.** The examination and evaluation of an agency's activities by the external auditor to determine that financial operations are properly conducted, that financial reports are presented in accordance with generally accepted accounting principles, and that the agency is in compliance with applicable laws and regulations. Additionally, audits may include the examination and evaluation of the overall adequacy of internal financial controls.

**EXCEPTION.** Any audit finding requiring corrective action received as part of a final audit report, as well as any written recommendations and suggestions received from an auditor as the result of an audit.

**MANAGEMENT.** Department or Division Manager.

**§ 3.502 Committee Established.**

There is established an Audit Committee to serve as a liaison between the Board, the independent external auditor and management, as their duties relate to financial accounting, reporting, and internal controls and compliance.

**§ 3.502 Duties.**

(A) The Committee assists the Board in reviewing county accounting policies and reporting practices as they relate to the county's Comprehensive Annual Financial Report. The Committee is the county's agent in assuring the independence of the county's external auditors, the integrity of management, and the adequacy of disclosures to the public.

(B) The Committee meets at least annually and as many times as it deems necessary to:

(1) Review, prior to the annual audit, the scope and general extent of the external auditor's planned examination, including their engagement letter.

(2) Review with management and the external auditor, upon completion of their audit, financial results for the year prior to the presentation to the Board. This review should encompass:

(a) The county's Comprehensive Annual Financial Report and Supplemental Disclosures required by General Accepted Accounting Principles (GAAP).

(b) Significant transactions not a normal part of the county's operations.

(c) Selection of and changes, if any during the year, in the county's accounting principles or their application.

(d) Significant adjustment proposed by the external auditor.

(e) Any disagreements between the external auditor and management about matters that could be significant to the county's financial statement or the auditor's report.

(f) Difficulties encountered in performance of the audit.

(g) Violation of federal and state law, County ordinance, and contractual agreements reported by the external auditor.

(3) Request comments from management regarding the responsiveness of the external auditor to the county's needs. Inquire of the auditor whether there have been any disagreements with management that, if not satisfactorily resolved, would have caused them to issue a nonstandard report on the county's financial statements.

(4) Review with the external auditor the performance of the county's financial and accounting personnel and any recommendations that the external auditor may have. Topics to be considered during this discussion include improving internal financial controls, controls over compliance, the selection of accounting principles, and financial reporting systems.

(5) Review written responses of management to “letter of comments and commendations” from the external auditor and discuss with management the status of implementation of prior period recommendations and corrective action plans.

(6) Ensure the final report is presented to the Board within 90 days of completion of the audit. Upon presentation to the Board, the audit will be considered complete.

(7) Recommend to the Board revisions that should be made to the county’s financial policies or internal controls.

(8) Recommend to the Board appropriate extensions or changes in the duties of the Committee.

(9) Assist with external auditor selection:

(a) The selection of the external auditor shall be made according to Oregon Revised Statutes (ORS) and Multnomah County purchasing procedures, rules and regulations concerning proper selection procedures.

(b) The Committee will procure a request for proposals for the external auditor at least every five years for the county’s Comprehensive Annual Financial Report.

(c) The Committee will review the responses to the RFP and make a recommendation to the Board on the selection of the external auditor.

(10) Adopt rules or bylaws consistent with this code and all state and federal laws for its operation.

**§ 3.503 Membership.**

(A) The Committee is composed of:

- (1) County Chair or designee.
- (2) One County Commissioner appointed by the Chair.
- (3) County Auditor (Non-Voting Capacity).
- (4) One independent citizen appointed by the Chair.
- (5) Four independent citizens recommended by the Citizen Involvement Committee.
- (6) County Chief Financial Officer (Non-Voting Capacity).

(B) Each citizen member will serve a three year term. Terms commence upon appointment and run concurrently with the county fiscal year. Appointments will be staggered. No citizen member may serve more than two consecutive terms.

(C) Selection of the Audit Committee will be designed to ensure the maximum degree of independence for the audit management process. At least one of the five independent citizen members should have financial expertise. Voting members must reside in Multnomah County.

(D) Members of the Committee must have no monetary or investment interest in any matters concerning the selection of the external auditor.

(E) Multnomah County employees and employees of any organization providing or bidding upon audit contract services to Multnomah County are not eligible for membership on the Committee.

(F) The Committee elects or appoints a chairperson to preside at all meetings. The chairperson's duties rotate annually, with no chairperson presiding for more than one year in any term. The Committee designates a person as chair-elect to preside as vice-chair.

**§ 3.504 Staff.**

**The County Auditor's Office provides technical and clerical support to the Committee. Section 2. Ordinances 660, 722 and 761 are repealed.**

FIRST READING:

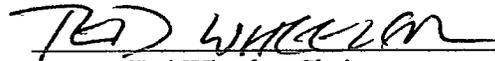
October 11, 2007

SECOND READING AND ADOPTION:

October 18, 2007



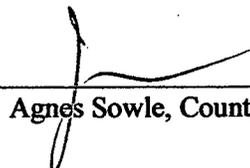
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Agnes Sowle, County Attorney

SUBMITTED BY:

LaVonne Griffin-Valade, Multnomah County Auditor  
Mindy Harris, Chief Financial Officer



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (long form)**

APPROVED : MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # R-4 DATE 10/18/07  
 DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** R-4  
**Est. Start Time:** 9:46 AM  
**Date Submitted:** 09/26/07

**BUDGET MODIFICATION: DCJ - 06**

**Budget Modification DCJ-06 Appropriating \$60,070 in Federal Project Safe  
 Agenda Neighborhoods Funds to Promote Successful Transition of Gang Offenders Back  
 Title: into the Community**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

<b>Requested Meeting Date:</b>	<u>October 18, 2007</u>	<b>Amount of Time Needed:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Dept. of Community Justice</u>	<b>Division:</b>	<u>Adult Services Division</u>
<b>Contact(s):</b>	<u>Shaun Coldwell</u>		
<b>Phone:</b>	<u>503-988-3961</u>	<b>Ext.</b>	<u>83961</u>
		<b>I/O Address:</b>	<u>503 / 250</u>
<b>Presenter(s):</b>	<u>Erika Preuitt and Pete Roberg</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Department of Community Justice (DCJ) requests approval of a budget modification to appropriate \$60,070 from the Federal Project Safe Neighborhoods Anti-Gang Initiative (PSN AGI) to promote successful transition of gang offenders back into the community.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The Project Safe Neighborhoods Grant supports the county's safety priority by stabilizing offenders returning from prison and reducing their risk of re-offending. Grant funds will support transition readiness, housing, employment and education services that will prepare inmates to succeed after their release from prison, stabilize their transition to the community and reduce the risk that they will violently re-offend. These services will be provided through a contract with Emmanuel Community General Service (ECGS).

The target populations for the program are individuals 18-35 years of age, who have histories of

violent criminal activity, pose a high risk of recidivating and who are identified as members of security threat groups. These groups include Los Angeles-style gangs such as Crips and Bloods, as well as Latino gangs, Asian gangs and white supremacist gangs.

This is the second year that DCJ has received funding for these services and will be a continuation of the grant that ends September 30, 2007. At the time the FY-2008 Budget was prepared, funding was not available from this grant beginning October 1, 2007 so it was not included in the budget submittal. In August 2007 DCJ was notified that the grant had been renewed. There was no Notice of Intent submitted for the renewal of this grant because DCJ did not apply for these funds.

The grant supports program offers 50033 Adult Field Services-Felony Supervision and 50029 Adult Transition and Re-entry Services.

**3. Explain the fiscal impact (current year and ongoing).**

This budget modification includes revenue and expenditures covering the period October 1, 2007 through June 30, 2008.

**4. Explain any legal and/or policy issues involved.**

N/A

**5. Explain any citizen and/or other government participation that has or will take place.**

N/A

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## ATTACHMENT A

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### Budget Modification

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If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

The Project Safe Neighborhoods revenue increases by \$60,070

- **What budgets are increased/decreased?**

Adult Services Division increases \$60,070.

Central Indirect Increases \$1,273.

Department Indirect Increases \$3,197.

- **What do the changes accomplish?**

Renewal of the Project Safe Neighborhoods Grant:

Direct Client Assistance increases by \$889.

Professional Services increases by \$54,711.

- **Do any personnel actions result from this budget modification? Explain.**

No

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

The grant provides for Central Indirect and Department Indirect costs.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

If this grant is not renewed in FY-2009, the program will be terminated

- **If a grant, what period does the grant cover?**

October 1, 2007 through September 30, 2008. The total grant award is \$80,093. The FY-2008 amount is \$60,070 (9 months) and the FY-2009 amount is \$20,023 (3 months).

- **If a grant, when the grant expires, what are funding plans?**

DCJ would seek alternative federal, state or private grant funds. If funding is not available, DCJ would end the program.

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

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## ATTACHMENT B

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**BUDGET MODIFICATION: DCJ - 06**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

*John Anderson for Scott Taylor*

**Date:** 09/26/07

**Budget Analyst:**

*C. E. E.*

**Date:** 09/26/07

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

Budget Modification ID: **DCJ-06**

### EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	50-10	32221	50			CJ029.PSN.AGI.RE-ENTRY	50170	(17,445)	(77,515)	(60,070)		IG-OP-Direct Fed
2	50-10	32221	50			CJ029.PSN.AGI.RE-ENTRY	60155	1,347	2,236	889		Direct Client Assistance
3	50-10	32221	50			CJ029.PSN.AGI.RE-ENTRY	60170	14,800	69,511	54,711		Professional Services
4	50-10	32221	50			CJ029.PSN.AGI.RE-ENTRY	60350	370	1,643	1,273		Central Indirect 2.29%
5	50-10	32221	50			CJ029.PSN.AGI.RE-ENTRY	60355	928	4,125	3,197		Dept Indirect 5.75%
6									0		0	Add PSN grant renewal to ASD North (MTNO)
7									0			
8	19	1000	20			9500001000	50310		(1,273)	(1,273)		Incr Reimb Rev GF
9	19	1000	20			9500001000	60470		1,273	1,273		Incr offsetting exp GF
10									0			
11	50-00	1000	50			509600	50370		(3,197)	(3,197)		Incr Dept Indirect Revenue
12	50-00	1000	50			509600	60170		3,197	3,197		Incr Prof Svc by Dept Indirect
13									0			
14									0			
15									0			
16									0			
17									0			
18									0			
19												
20												
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (long form)**

APPROVED : MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # R-5 DATE 10-18-07  
 DEBORAH L. BOGSTAD, BOARD CLERK

<b>Board Clerk Use Only</b>	
Meeting Date:	<u>10/18/07</u>
Agenda Item #:	<u>R-5</u>
Est. Start Time:	<u>9:48 AM</u>
Date Submitted:	<u>10/02/07</u>

**BUDGET MODIFICATION: DCJ - 07**

<p align="center"><b>Budget Modification DCJ-07 Appropriating \$54,257 in Federal Project Safe Neighborhoods Funds and Reducing State of Oregon, Oregon Youth Authority Funds by \$(87,674) for a Total Net Reduction of \$(33,417) to the Federal/State Title: Appropriation</b></p>
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*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

<b>Requested Meeting</b>	<u>October 18, 2007</u>	<b>Amount of Time Needed:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Dept. of Community Justice</u>	<b>Division:</b>	<u>Juvenile Services Division</u>
<b>Contact(s):</b>	<u>Shaun Coldwell</u>		
<b>Phone:</b>	<u>503-988-3961</u>	<b>Ext.</b>	<u>83961</u>
		<b>I/O Address:</b>	<u>503 / 250</u>
<b>Presenter(s):</b>	<u>Thach Nguyen &amp; Kate Desmond</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Department of Community Justice (DCJ) requests approval of a budget modification to appropriate \$54,257 from the Federal Project Safe Neighborhoods Anti-Gang Initiative (PSN AGI) to support educational advocacy for delinquent youth who are involved in gangs. In addition, this budget modification reduces funding from the State of Oregon, Oregon Youth Authority (OYA) in the amount of \$(87,674) which supports the Juvenile Sex Offender Residential Treatment Program (SRTP). Overall this budget modification reduces the Federal/State appropriation by a net total of \$(33,417).

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The Project Safe Neighborhoods grant supports the county's education and safety priorities by breaking down barriers to school attendance and preventing youth from further involvement in the justice system. Research shows that lack of education is a key factor in whether or not youth are

able to leave the justice system successfully. Reconnecting these youth with school will dramatically improve their chances of living productive lives and lower their risk to public safety.

To identify youth not in school, a Juvenile Court Counselor (JCC) reviews the school records of all gang-involved youth on probation who are assessed as high or medium risk to re-offend. This grant funds a 0.50 FTE Juvenile Court Counselor position to help resolve the barriers that keep probation youth out of school. The JCC acts as a liaison with the schools to help reconnect probation youth to the education system. The JCC assists the youth and families to identify the right school environment, coach parents on how to advocate for their children, and assist with setting up testing so delinquent youth can rejoin their academic communities. Once youth are enrolled, the advocate monitors each youth's attendance, grades and behavior, attends suspension hearings with the youth's parents, parent-teacher conferences and expulsion hearings.

In addition, this grant provides \$15,000 for Professional Services Training to support community outreach and education aimed at parents of delinquent youth. This training teaches parents how to keep their children in school and how to make the educational system responsive to their youth's educational and behavioral needs.

This is the second year that DCJ has received funding for these services and will be a continuation of the grant that ends September 30, 2007. At the time the FY-2008 Budget was prepared, funding was not available from this grant beginning October 1, 2007 so it was not included in the budget submittal. In August 2007 DCJ was notified that the grant had been renewed. There was no Notice of Intent submitted for the renewal of this grant because DCJ did not apply for these funds.

This grant complements program offers 50013A Juvenile Formal Probation Supervision and 50014 Juvenile Gang Resource Intervention Team.

The State of Oregon, Oregon Youth Authority funding supports SRTP (program offer 50018). SRTP is the only secure, residential treatment resource in Oregon that treats high-risk adolescent male sex offenders (13-18 years of age) as well as their families. The OYA funding for FY 2008 is being reduced from \$400,000 to \$312,326 (reduction of \$87,674) so that the revenue assumption is more in line with what will actually be received. There will be no impact on services due to this reduction in funding.

**3. Explain the fiscal impact (current year and ongoing).**

For the PSN AGI grant this budget modification includes revenue and expenditures covering the period October 1, 2007 through June 30, 2008. For the OYA funding this budget modification includes revenue and expenditures covering the period July 1, 2007 through June 30, 2008.

**4. Explain any legal and/or policy issues involved.**

N/A

**5. Explain any citizen and/or other government participation that has or will take place.**

N/A

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# ATTACHMENT A

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## Budget Modification

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If the request is a Budget Modification, please answer all of the following in detail:

• **What revenue is being changed and why?**

The PSN AGI revenue increases by \$54,257

The OYA revenue decreases by \$(87,674)

• **What budgets are increased/decreased?**

Juvenile Services Division decreases \$(33,417)

Central Indirect increases \$1,150.

Department Indirect increases \$2,888

• **What do the changes accomplish?**

**Renewal of the PSN AGI Grant:** Personnel increases by \$34,815, Professional Services increases by \$15,000 and Supplies increases by \$404.

**Reduction of OYA funding:** Supplies decrease by \$(53,719) and Food decreases by \$(33,955). No impact on services to SRTP.

• **Do any personnel actions result from this budget modification? Explain.**

No.

• **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

The PSN AGI grant provides for Central Indirect and Department Indirect costs. The reduction in OYA funding does not impact Central Indirect & Department Indirect costs.

• **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

If the PSN AGI grant is not renewed in FY-2009, the program will be terminated.

• **If a grant, what period does the grant cover?**

PSN AGI: October 1, 2007 through September 30, 2008. The total grant award is \$72,342. The FY-2008 amount is \$54,257 (9 months) and the FY-2009 amount is \$18,085 (3 months).

OYA: N/A

• **If a grant, when the grant expires, what are funding plans?**

PSN AGI: DCJ would seek alternative federal, state or private grant funds. If funding is not available, DCJ would end the program.

OYA: N/A

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

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## ATTACHMENT B

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**BUDGET MODIFICATION: DCJ - 07**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

*Shannon Brown for Scott Taylor*

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**Date:** 10/02/07

**Budget Analyst:**

*[Handwritten Signature]*

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**Date:** 10/02/07

**Department HR:**

---

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

**Countywide HR:**

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

Budget Modification ID: **DCJ-07****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	50-50	32221	50			CJ029.PSN.AGI.EDU	50170	(15,757)	(70,014)	(54,257)		IG-OP-Direct Fed
2	50-50	32221	50			CJ029.PSN.AGI.EDU	60000	6,140	27,626	21,486		Permanent
3	50-50	32221	50			CJ029.PSN.AGI.EDU	60120	246	1,106	860		Premium
4	50-50	32221	50			CJ029.PSN.AGI.EDU	60130	2,049	9,219	7,170		Fringe
5	50-50	32221	50			CJ029.PSN.AGI.EDU	60140	1,712	7,011	5,299		Insurance
6	50-50	32221	50			CJ029.PSN.AGI.EDU	60170	4,437	19,437	15,000		Professional Svcs
7	50-50	32221	50			CJ029.PSN.AGI.EDU	60240	0	404	404		Supplies
8	50-50	32221	50			CJ029.PSN.AGI.EDU	60350	334	1,484	1,150		Central Indirect 2.29%
9	50-50	32221	50			CJ029.PSN.AGI.EDU	60355	839	3,727	2,888		Dept Indirect 5.75%
10									0		0	Add PSN grant renewal to JSD GRIT
11									0			
12	19	1000	20		9500001000		50310		(1,150)	(1,150)		Incr Reimb Rev GF
13	19	1000	20		9500001000		60470		1,150	1,150		Incr offsetting exp GF
14									0		0	
15									0			
16	50-00	1000	50		509600		50370		(2,888)	(2,888)		Incr Dept Indirect Revenue
17	50-00	1000	50		509600		60170		2,888	2,888		Incr Prof Svc by Dept Indirect
18									0		0	
19									0			
20									0			
									0		0	Total - Page 1
									0		0	GRAND TOTAL

Budget Modification ID: DCJ-07

### EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
21	50-50	1000	50		507710		60000	292,512	271,026	(21,486)		Permanent
22	50-50	1000	50		507710		60130	96,590	89,420	(7,170)		Fringe
23	50-50	1000	50		507710		60140	73,551	68,252	(5,299)		Insurance
24									0		(33,955)	Reduce CGF personnel budget in JSD GRIT (b/c replaced by GTS funds)
25									0			
26	50-50	1000	50		506500		60250	0	33,955	33,955		Food
27									0		33,955	Add CGF balance to SRTP
28									0			
29	50-50	32199	50			CJ043.OYA.SRTP	50180	(400,000)	(312,326)	87,674		IG-OP-Direct State
30	50-50	32199	50			CJ043.OYA.SRTP	60240	58,709	4,990	(53,719)		Supplies
31	50-50	32199	50			CJ043.OYA.SRTP	60250	41,000	7,045	(33,955)		Food
32									0		0	Reduce OYA funding to SRTP
33									0			
34									0			
35									0			
36									0			
37									0			
38									0			
39									0			
40									0			
41									0			
42									0			
43									0			
44									0			
45									0			
										0	0	Total - Page 2
										0	0	GRAND TOTAL



**BOGSTAD Deborah L**

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**From:** COLDWELL Shaun M  
**Sent:** Wednesday, October 17, 2007 4:58 PM  
**To:** WHEELER Ted; ROJO DE STEFFEY Maria; NAITO Lisa H; COGEN Jeff; ROBERTS Lonnie J; TAYLOR Scott - DCJ Director; KOCH David M; BOGSTAD Deborah L  
**Cc:** ELKIN Christian; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4; SCHROETKE Erin E  
**Subject:** DCJ-07 Memo.doc  
**Importance:** High

For Board Agenda October 18, 2007. Item R-5.

The attached memorandum provides further clarification for SRTP revenue adjustments for FY 2008.



Department of Community Justice  
**MULTNOMAH COUNTY OREGON**  
Office of the Director

501 SE Hawthorne Boulevard, Suite 250  
Portland, Oregon 97214  
(503) 988-3701 phone  
(503) 988-3990 fax

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TO: Chair Ted Wheeler  
Commissioner Maria Rojo de Steffey  
Commissioner Lisa Naito  
Commissioner Jeff Cogen  
Commissioner Lonnie Roberts  
Deb Bogstad, Board Clerk

Cc: Board Staff  
Dave Koch, Assistant Director Juvenile Services

FROM: Scott Taylor, DCJ Director  
Shaun Coldwell, DCJ Business Services Manager

DATE: October 17, 2007

SUBJECT: FY 2008 budget modification DCJ-07

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At the Board Staff meeting Monday afternoon, further clarification was requested for budget modification DCJ-07 (R-5). Clarification about the SRTP revenue is below:

The continuation of the PSN Grant for the Juvenile Court Counselor position frees up county general funds in the amount of \$33,955. The FY 2008 budget included this half time position in the general fund under the assumption that the grant would not be continued past October 1, 2007. With the grant funding picking up the personnel costs, DCJ is proposing to adjust downward a revenue assumption that will most likely not happen this year. The Juvenile SRTP program offer included a revenue requirement in the amount of \$400,000; attempts to develop revenue agreements with the Oregon Youth Authority, State Department of Human Services and other counties have not been successful to date. It is unlikely that that revenue source will generate any revenue this year, leaving the department to close that funding gap within current appropriation levels. This action reduces that revenue assumption by the \$33,955 and a supply line item budget in the SRTP program that is currently unallocated in the amount of \$53,719, for a total revenue adjustment of \$87,674.



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (long form)**

APPROVED : MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # R-6 DATE 10-18-07  
 DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

Meeting Date: 10/18/07  
 Agenda Item #: R-6  
 Est. Start Time: 9:50 AM  
 Date Submitted: 10/01/07

**BUDGET MODIFICATION: DCJ - 09**

**Agenda Title: Budget Modification DCJ-09 Appropriating State of Oregon Juvenile Crime Prevention (JCP) Revenue by a Net Total of \$35,083**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

Requested Meeting Date: October 18, 2007 Amount of Time Needed: 10 minutes  
 Department: Dept. of Community Justice Division: Juvenile Services Division  
 Contact(s): Shaun Coldwell  
 Phone: 503-988-3961 Ext. 83961 I/O Address: 503 / 250  
 Presenter(s): Dave Koch, Assistant Director

**General Information**

**1. What action are you requesting from the Board?**

The Department of Community Justice (DCJ) requests approval of a budget modification to appropriate a net total of \$35,083 from the State of Oregon Juvenile Crime Prevention Plan (JCP).

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

This budget modification reconciles DCJ's FY 2008 budget with the State of Oregon JCP Plan approved by the 2007 State legislature. JCP funds are allocated to evidence-based programs (EBP) in three service areas (Basic, Diversion and Prevention). The following lists the FY 2008 JCP actual amount approved versus DCJ's current budget:

<u>JCP Approved</u>	<u>DCJ Budget</u>	<u>Difference</u>
\$2,191,519	\$2,156,436	\$35,083

DCJ's Juvenile Services Division operates four programs in FY 2008 that are identified as EBP's and have JCP funds allocated to them. These programs are; [1] Assessment & Treatment for Youth

(ATYF), [2] Multi-Systemic Therapy (MST), [3] Residential Alcohol & Drug Treatment (RAD) and [4] Sex Offender Residential Treatment Program (SRTP). This budget modification impacts only the ATYF program in order to reconcile DCJ's budget to the approved JCP Plan as follows:

- ATYF (FY 2008 program offer 50011) serves youth on probation that cannot be treated in community-based mental health programs because of severe delinquency and runaway behaviors. The additional JCP revenue in the amount of \$35,083 will be used to add a 0.50 FTE to the program. The new 0.50 FTE is a bilingual Mental Health Consultant that will work with Spanish speaking youth on probation and their families. The position will provide specialized culturally appropriate clinical assessment, consultation, treatment, case coordination, family counseling, crisis intervention, therapeutic structure, transition services, and collaboration with other providers and agencies.

**3. Explain the fiscal impact (current year and ongoing).**

This budget modification includes revenue and expenditures covering the period July 1, 2007 through June 30, 2008. These revenues and expenditures will continue in FY 2009, the second year of the State biennium.

**4. Explain any legal and/or policy issues involved.**

N/A

**5. Explain any citizen and/or other government participation that has or will take place.**

N/A

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# ATTACHMENT A

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## Budget Modification

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If the request is a Budget Modification, please answer all of the following in detail:

- **What revenue is being changed and why?**

State of Oregon JCP revenue increases by a net total of \$38,083

- **What budgets are increased/decreased?**

Juvenile Services Division increases \$38,083

Central Indirect increases \$744

Department Indirect increases \$1,867

Insurance reimbursement increases by \$5,095

- **What do the changes accomplish?**

This budget modification reconciles DCJ's FY 2008 budget with the State of Oregon JCP Plan approved by the 2007 State legislature as follows:

- ATYF: JCP Basic is reduced by \$5,203 and JCP Prevention is increased by \$40,286 for a net increase of \$35,083 in which a new 0.50 FTE is added.
- SRTP: JCP Diversion is reduced by \$11,151 and JCP Basic is increased by \$11,151 respectively. No impact on services to this program.

- **Do any personnel actions result from this budget modification? Explain.**

Yes, a new 0.50 FTE bilingual Mental Health Consultant is added to the ATYF program.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

JCP provides for Central Indirect and Department Indirect costs.

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

This revenue is approved through the State's FY 2007-09 biennium.

- **If a grant, what period does the grant cover?**

N/A

- **If a grant, when the grant expires, what are funding plans?**

N/A

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

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## ATTACHMENT B

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**BUDGET MODIFICATION: DCJ - 09**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

*John Anderson for Scott Taylor*

---

**Date:** 09/28/07

**Budget Analyst:**

*Case*

---

**Date:** 10/01/07

**Department HR:**

*James J. Opoka*

---

**Date:** 09/28/07

**Countywide HR:**

---

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

Budget Modification ID: **DCJ-09****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	50-50	23180	50			CJ041.JCP.DIV.SRTP	50180	(32,191)	(21,040)	11,151		IG-OP-Direct State
2	50-50	23180	50			CJ041.JCP.DIV.SRTP	60000	16,294	10,616	(5,678)		Permanent
3	50-50	23180	50			CJ041.JCP.DIV.SRTP	60120	2,715	1,786	(929)		Premium
4	50-50	23180	50			CJ041.JCP.DIV.SRTP	60130	6,084	3,917	(2,167)		Fringe
5	50-50	23180	50			CJ041.JCP.DIV.SRTP	60140	4,344	2,796	(1,548)		Insurance
6	50-50	23180	50			CJ041.JCP.DIV.SRTP	60350	682	447	(235)		Central Indirect 2.29%
7	50-50	23180	50			CJ041.JCP.DIV.SRTP	60355	1,713	1,119	(594)		Dept Indirect 5.75%
8									0		0	Reduce SRTP to balance with JCP Diversion IGA amount
9									0			
10	50-50	21470	50			CJ041.JCP.BASIC.SRTP	50180	(212,452)	(223,603)	(11,151)		IG-OP-Direct State
11	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60000	39,096	44,774	5,678		Permanent
12	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60120	0	929	929		Premium
13	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60130	12,546	14,713	2,167		Fringe
14	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60140	10,239	11,787	1,548		Insurance
15	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60350	4,503	4,738	235		Central Indirect 2.29%
16	50-50	21470	50			CJ041.JCP.BASIC.SRTP	60355	11,307	11,901	594		Dept Indirect 5.75%
17									0		0	Xfr SRTP JCP Diversion budget to SRTP JCP Basic
18									0			
19	50-50	21470	50			CJ041.JCP.BASIC.ATYF	50180	(305,020)	(299,817)	5,203		IG-OP-Direct State
20	50-50	21470	50			CJ041.JCP.BASIC.ATYF	60000	101,332	98,204	(3,128)		Permanent
21	50-50	21470	50			CJ041.JCP.BASIC.ATYF	60130	34,066	33,156	(910)		Fringe
22	50-50	21470	50			CJ041.JCP.BASIC.ATYF	60140	23,504	22,726	(778)		Insurance
23	50-50	21470	50			CJ041.JCP.BASIC.ATYF	60350	6,465	6,355	(110)		Central Indirect 2.29%
24	50-50	21470	50			CJ041.JCP.BASIC.ATYF	60355	16,234	15,957	(277)		Dept Indirect 5.75%
25									0		0	Reduce ATYF to balance with JCP Basic IGA amount
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

### EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with SAP.

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
30	50-50	21470	50			CJ041.JCP.PREV.ATYF	50180	(568,328)	(608,614)	(40,286)		IG-OP-Direct State
31	50-50	21470	50			CJ041.JCP.PREV.ATYF	60000	330,869	353,325	22,456		Permanent
32	50-50	21470	50			CJ041.JCP.PREV.ATYF	60120	0	773	773		Premium
33	50-50	21470	50			CJ041.JCP.PREV.ATYF	60130	104,966	112,327	7,361		Fringe
34	50-50	21470	50			CJ041.JCP.PREV.ATYF	60140	76,218	82,091	5,873		Insurance
35	50-50	21470	50			CJ041.JCP.PREV.ATYF	60240	4,379	5,204	825		Supplies
36	50-50	21470	50			CJ041.JCP.PREV.ATYF	60350	12,046	12,900	854		Central Indirect 2.29%
37	50-50	21470	50			CJ041.JCP.PREV.ATYF	60355	30,247	32,391	2,144		Dept Indirect 5.75%
38									0		0	Increase ATYF to balance with JCP Prevention IGA amount. Adds new 0.50 FTE
39									0			
40	19	1000	20		9500001000		50310		(744)	(744)		Increase Reimb Rev GF
41	19	1000	20		9500001000		60470		744	744		Increase offsetting exp GF
42									0		0	
43	50-00	1000	50		509600		50370		(1,867)	(1,867)		Increase Dept Indirect Revenue
44	50-00	1000	50		509600		60170		1,867	1,867		Increase ProSvc by Dept Indirect
45									0		0	
46	72-10	3500	20		705210		50316		(5,095)	(5,095)		Service Reimb, Insurance
47	72-10	3500	20		705210		60330		5,095	5,095		Claims Paid, Insurance
48									0		0	
49									0			
50									0			
51									0			
52									0			
53									0			
54									0			
55									0			
56									0			
57									0			
58									0			
									0		0	Total - Page 2
									0		0	GRAND TOTAL





**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (long form)**

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** R-7  
**Est. Start Time:** 9:55 AM  
**Date Submitted:** 10/02/07

**BUDGET MODIFICATION: DCHS - 11**

**Agenda Title:** **Budget Modification DCHS-11 Increasing the Department of County Human Services SUN Schools Budget by \$110,000 in Title III Federal Forest Payment Funding**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

<b>Requested Meeting Date:</b>	<u>October 18, 2007</u>	<b>Amount of Time Needed:</b>	<u>5 mins</u>
<b>Department:</b>	<u>DCHS</u>	<b>Division:</b>	<u>SUN Service System</u>
<b>Contact(s):</b>	<u>Peggy Samolinski and Bob Thomas</u>		
<b>Phone:</b>	<u>503 988-6295</u>	<b>Ext.</b>	<u>24564</u>
		<b>I/O Address:</b>	<u>167/200</u>
<b>Presenter(s):</b>	<u>Peggy Samolinski</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Department of County Human Services (DCHS) requests approval of Budget Modification DCHS-11. This budget modification adds \$110,000 in Title III Federal Forest Payment Education funding to the DCHS SUN Schools Fiscal Year '08 budget.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

The Department of County Human Services was contacted by the Department of County Management in late June 2007 and asked whether the SUN Community Schools program would be able to utilize Title III Federal Forest funds for a forestry education program through the SUN Community School sites.

The funds are one-time-only for Fiscal Year '08, and must be used for a very specific focus, namely forestry education programs for youth. DCHS is conducting a Competitive Request for Quotes to identify suitable contractors to carry out the services required under this funding. This procurement

was necessary due to the amount of funding available and the desire to have a qualified pool of entities that could carry out this work in the community. It is anticipated that programming will start in November 2007 and conclude by the end of June 2008. Despite the later start up, we do anticipate being able to spend all of the funds for two reasons: First, there will be more than one contractor who can carry out this work; second, there are a high number of schools who have expressed an interest in forestry education curriculum. This change impacts program offer #25145.

**3. Explain the fiscal impact (current year and ongoing).**

The FY08 budget will be increased by \$110,000 in one-time-only Title III funding. These payments are currently not budgeted anywhere else in the County's FY 2008 budget.

**4. Explain any legal and/or policy issues involved.**

n/a

**5. Explain any citizen and/or other government participation that has or will take place.**

n/a

---

# ATTACHMENT A

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## Budget Modification

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If the request is a **Budget Modification**, please answer all of the following in detail:

• **What revenue is being changed and why?**

Budget Modification DCHS\_11 adds \$110,000 of the Title III funds to the FY08 budget for the Department of County Human Services SUN Schools Program Offer #25145.

• **What budgets are increased/decreased?**

Title III funds in the amount of \$110,000 will be added to the DCHS SUN Community Schools FY08 budget. Of this amount, \$100,000 will be contracted to service providers to provide forestry education programming for school age youth in SUN Community Schools throughout Multnomah County. The remaining \$10,000 will be used to pay for Administrative costs, including staff time and training as follows:

- Staff workload and \$8,953 associated payroll expenses will be shifted from the State Community Services Block Grant (CSBG) program funds to the Title III grant. This change will allow the CSBG program funds to be added to existing service contracts as a one time only increase for additional case management services for at-risk and homeless families.
- The remaining \$1,047 Title III Administrative funds will pay for materials and supplies used in the process of administering the funds.

• **What do the changes accomplish?**

Allows the funds to be contracted to non-profit providers to provide forestry education programs for youth.

• **Do any personnel actions result from this budget modification? Explain.**

There will be no net change in staffing.

• **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

This funding does not pay Indirect. The \$10,000 Administrative allocation will pay for departmental overhead costs, such as staff time, materials and supplies.

• **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

This is one-time-only funding.

• **If a grant, what period does the grant cover?**

n/a

• **If a grant, when the grant expires, what are funding plans?**

The program will end as of June 30, 2008; because it is curriculum based and can be done in a series of classes, the ending will not create any gaps.

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

---

# ATTACHMENT B

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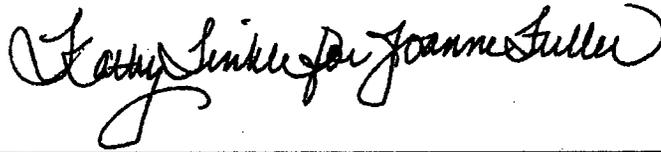
**BUDGET MODIFICATION: DCHS - 11**

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## Required Signatures

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**Elected Official  
or Department/  
Agency Director:**



**Date:** 09/26/07

**Budget Analyst:**



**Date:** 10/02/07

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

Budget Modification ID: **DCHS\_11****EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: 2008

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Program Offer	Cost Center	WBS Element						
1	22-20	1000	40	25145		TITL3-SCPSP.SUN.FRST.PG	50117	0	(100,000)	(100,000)		In Lieu of Tax-Prog
2	22-20	1000	40	25145		TITL3-SCPSP.SUN.FRST.PG	60160	0	100,000	100,000	0	Pass Thru & Pgm Suppt
3									0			
4	22-20	1000	40	25145		TITL3-SCPSP.SUN.FRST.AD	50117	0	(10,000)	(10,000)		In Lieu of Tax-Prog
5	22-20	1000	40	25145		TITL3-SCPSP.SUN.FRST.AD	60000	0	5,759	5,759		Permanent
6	22-20	1000	40	25145		TITL3-SCPSP.SUN.FRST.AD	60130	0	1,848	1,848		Salary Related Expns
7	22-20	1000	40	25145		TITL3-SCPSP.SUN.FRST.AD	60140	0	1,346	1,346		Insurance Benefits
8	22-20	1000	40	25145		TITL3-SCPSP.SUN.FRST.AD	60240	0	1,047	1,047	0	Supplies
9									0			
10	22-20	20710	40	25150		SCPSPPV.CSBG.07	60000	17,489	14,610	(2,879)		Permanent
11	22-20	20710	40	25150		SCPSPPV.CSBG.07	60130	5,612	4,688	(924)		Salary Related Expns
12	22-20	20710	40	25150		SCPSPPV.CSBG.07	60140	4,486	3,813	(673)		Insurance Benefits
13	22-20	20710	40	25150		SCPSPPV.CSBG.07	60160	291,813	296,289	4,476	0	Pass Thru & Pgm Suppt
14									0			
15	22-20	20710	40	25150		SCPSPPV.CSBG.08	60000	16,930	14,050	(2,880)		Permanent
16	22-20	20710	40	25150		SCPSPPV.CSBG.08	60130	5,433	4,509	(924)		Salary Related Expns
17	22-20	20710	40	25150		SCPSPPV.CSBG.08	60140	4,337	3,664	(673)		Insurance Benefits
18	22-20	20710	40	25150		SCPSPPV.CSBG.08	60160	291,812	296,289	4,477	0	Pass Thru & Pgm Suppt
19									0			
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
									0		0	Total - Page 1
									0		0	GRAND TOTAL



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (long form)**

APPROVED : MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # R-8 DATE 10.18.07  
 DEBORAH L. BOGSTAD, BOARD CLERK

<b>Board Clerk Use Only</b>	
Meeting Date:	<u>10/18/07</u>
Agenda Item #:	<u>R-8</u>
Est. Start Time:	<u>10:00 AM</u>
Date Submitted:	<u>09/28/07</u>

**BUDGET MODIFICATION: HD - 12**

<b>Agenda Title:</b>	<b>Budget Modification HD-12 Appropriating \$25,059 Revenue from Oregon Health &amp; Science University for Health Department Support for OHSU Project</b>
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*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

<b>Requested Meeting:</b>	<u>October 18, 2007</u>	<b>Amount of Time Needed:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Health</u>	<b>Division:</b>	<u>Community Health Promotion, Partnerships and Planning (CHP3)</u>
<b>Contact(s):</b>	<u>Lester A. Walker, Finance and Budget Manager</u>		
<b>Phone:</b>	<u>503-988-3674</u>	<b>Ext.:</b>	<u>26457</u>
		<b>I/O Address:</b>	<u>167/2/210</u>
<b>Presenter(s):</b>	<u>Haiou He, Program Manager</u>		

**General Information**

**1. What action are you requesting from the Board?**

Approval of appropriation of \$25,059 from Oregon Health & Science University (OHSU) for the Health Department to support OHSU's project entitled "Bringing Everyone Along: Reaching Smokers with Mental Health and Substance Abuse Disorders."

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Oregon Health & Science University (OHSU) Smoking Cessation Center has received a grant from the American Legacy Foundation funding a project entitled "Bringing Everyone Along: Reaching Smokers with Mental Health and Substance Abuse Disorders." This project will conduct an online, baseline survey to determine which states have programs that integrate tobacco dependence treatment into mental health and substance abuse treatment, interview sample programs to gather data on implementation strategies used in inpatient and out patient settings, synthesize these data into an implementation Recommendations and Resource Guide, and disseminate the guide through conference call, on-line, and in person training programs to reach tobacco cessation and/or mental health programs in 80% of the states.

OHSU is contracting with the Health Department to assist in the development and evaluation of baseline survey, conduct telephone interviews and data collection, and assist with data analysis and report development.

This project was not included in FY08 Program Offers. It will support the objectives of Program Offer 40035, Health Planning and Evaluation, by providing technical assistance to community partners.

**3. Explain the fiscal impact (current year and ongoing).**

The Health Department's FY08 federal/state budget will increase by \$25,059. A second year of funding is anticipated in FY08.

**4. Explain any legal and/or policy issues involved.**

N/A

**5. Explain any citizen and/or other government participation that has or will take place.**

N/A

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# ATTACHMENT A

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## Budget Modification

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If the request is a Budget Modification, please answer all of the following in detail:

• **What revenue is being changed and why?**

The Health Department's FY08 federal/state revenue will increase by \$25,059 as a result of the work performed under this grant.

• **What budgets are increased/decreased?**

The Health Department's Community Health Promotion, Partnerships and Planning – Planning, Development & Evaluation Services FY08 federal/state budget will increase by \$25,059. Personnel, Insurance, Benefits will increase by \$5,848, Temporary, Insurance, Benefits by \$16,615, Materials and Supplies by \$605, and Indirect Costs by \$1,991.

• **What do the changes accomplish?**

Grant funds will support a Research and Evaluation Analyst 1 and temporary staff to develop and evaluate baseline survey, conduct telephone interviews and data collection, and assist with data analysis and report development.

• **Do any personnel actions result from this budget modification? Explain.**

This budget modification will increase a Research/Evaluation Analyst 1 position by 0.08 FTE.

• **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

The revenue covers these costs.

• **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

A second year of funding is anticipated in order to complete the project.

• **If a grant, what period does the grant cover?**

The grant award period is January 1, 2007 through September 30, 2007. The total award amount is \$33,858 of which \$8,799 was spent in FY07.

• **If a grant, when the grant expires, what are funding plans?**

OHSU is contracting with the Health Department for work supporting their grant with the American Legacy Foundation. When the grant expires, the project will be completed.

*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

---

## ATTACHMENT B

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**BUDGET MODIFICATION: HD - 12**

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

*Jillian Sturley/wj*

---

**Date:** 09/17/09

**Budget Analyst:**

*Angela Burdine*

---

**Date:** 10/02/09

**Department HR:**

*Lorena Keller*

---

**Date:** 09/18/07

**Countywide HR:**

---

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

**EXPENDITURES & REVENUES**

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

**Budget/Fiscal Year: 2008**

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-16	32258	30			4CA104-1	50210	0	(25,059)	(25,059)		OHSU Grant #0607107
2	40-16	32258	30			4CA104-1	60000	0	3,642	3,642		Permanent - 0.08 FTE Res/Eval Analyst 1
3	40-16	32258	30			4CA104-1	60100	0	11,050	11,050		Temporary - Res/Eval Supervisor
4	40-16	32258	30			4CA104-1	60130	0	1,169	1,169		Salary Related Expns
5	40-16	32258	30			4CA104-1	60135	0	3,546	3,546		Non-Base Fringe
6	40-16	32258	30			4CA104-1	60140	0	1,037	1,037		Insurance Benefits
7	40-16	32258	30			4CA104-1	60145	0	2,019	2,019		Non-Base Insurance
8	40-16	32258	30			4CA104-1	60240	0	605	605		Office Supplies
9	40-16	32258	30			4CA104-1	60350	0	528	528		Central Indirect 2.29%
10	40-16	32258	30			4CA104-1	60355	0	1,463	1,463		Departmental Indirect 6.34%
11									0			
12	72-10	3500	0020		705210		50316		(3,056)	(3,056)		Insurance Revenue
13	72-10	3500	0020		705210		60330		3,056	3,056		Offsetting expenditure
14									0			
15	19	1000	0020		9500001000		50310		(528)	(528)		Indirect reimbursement revenue in GF
16	19	1000	0020		9500001000		60470		528	528		CGF Contingency expenditure
17									0			
18	40-90	1000			409050		50370		(1,463)	(1,463)		Indirect Dept reimbursement revenue in GF
19	40-90	1000			409001		60000		1,463	1,463		Off setting Dept expenditure in GF
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
									0	0		<b>Total - Page 1</b>
									0	0		<b>GRAND TOTAL</b>

ANNUALIZED PERSONNEL CHANGE						32.09%		\$5,149	
Change on a <u>full year basis</u> even though this action affects only a part of the fiscal year (FY).						29.08%	6.50%	\$10,005	
						Fringe	Insurance1	Insurance2	
ANNUALIZED									
Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
32258	6085	61165	Research/Evaluation Analyst 1	700210	0.08	3,642	1,169	1,037	5,848
									0
									0
									0
									0
									0
									0
									0
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									0
									0
<b>TOTAL ANNUALIZED CHANGES</b>					<b>0.08</b>	<b>3,642</b>	<b>1,169</b>	<b>1,037</b>	<b>5,848</b>

CURRENT YEAR PERSONNEL DOLLAR CHANGE						CURRENT YEAR			
Calculate costs/savings that will take place <u>in this FY</u> ; these should explain the actual dollar amounts being changed by this Bud Mod.									
Fund	Job #	HR Org	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
32258	6085	61165	Research/Evaluation Analyst 1	700210	0.08	3,642	1,169	1,037	5,848
									0
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									0
<b>TOTAL CURRENT FY CHANGES</b>					<b>0.08</b>	<b>3,642</b>	<b>1,169</b>	<b>1,037</b>	<b>5,848</b>

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0607107

Pre-approved Contract Boilerplate (with County Attorney signature)  Attached  Not Attached

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

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
<input type="checkbox"/> PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input type="checkbox"/> PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> <b>INTER-DEPARTMENTAL AGREEMENT (IDA)</b>

Department: Health Division/ Program: Health Research & Assessment Date: 07/23/07  
 Originator: Haiou He Phone: 971-673-0600 Bldg/Room: 125/550  
 Contact: LaRisha Baker Phone: x27499 Bldg/Room: 167/210

Description of Contract: Multnomah County will participate in "Bringing Everyone Along" reaching smokers with mental health and substance abuse disorders

RENEWAL:  PREVIOUS CONTRACT #(S) \_\_\_\_\_ EEO CERTIFICATION EXPIRES \_\_\_\_\_  
 PROCUREMENT, EXEMPTION OR CITATION # \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF State Cert# \_\_\_\_\_ or  Self Cert  Non-Profit  N/A (Check all boxes that apply)

Contractor: <u>OHSU</u> Address: <u>2525 SW 1<sup>st</sup> Ave., Suite 125</u> City/State: <u>Portland, OR</u> ZIP Code: <u>97201</u> Phone: <u>(503) 494-4854</u> Employer ID# or SS#: _____ Contract Effective Date: <u>01/01/07</u> Term Date: <u>09/30/07</u> Amendment Effect Date: _____ New Term Date: _____	Remittance address (If different): <u>Diane Sharon, Grants &amp; Contracts Administrator</u> Payment Schedule / Terms: <input type="checkbox"/> Lump Sum <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly <input type="checkbox"/> Net 30 <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info: _____
Original Contract Amount: \$ <u>33,858</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>33,858</u>	Original PA/Requirements Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total PA/Requirements Amount: \$ _____

REQUIRED SIGNATURES:

Department Manager <u><i>Dillian Shirley</i></u>	DATE <u>7/24/07</u>
County Attorney <u><i>Jacqueline A. Weber</i></u>	DATE <u>06/28/07</u>
PCPA Manager <u><i>Maile</i></u>	DATE <u>7/3/07</u>
County Chair <u><i>Ted Wheeler</i></u>	DATE <u>8/3/07</u>
Sheriff _____	DATE _____
Contract Administration <u><i>Alan...</i></u>	DATE <u>8.3.07</u>

COMMENTS: \_\_\_\_\_

Retro

NO INSURANCE REQUIREMENTS.

**BAKER LaRisha R**

---

**From:** WEBER Jacquie A  
**Sent:** Thursday, June 28, 2007 11:17 AM  
**To:** BAKER LaRisha R  
**Subject:** FW: RE: Contract changes

LaRisha, I have yellow highlighted one paragraph where the subawardee/university is a bit confused - the subawardee is agreeing to consult with itself. Once this paragraph is corrected, this contract may be circulated for signature.

---

**From:** BAKER LaRisha R  
**Sent:** Friday, June 22, 2007 8:44 AM  
**To:** WEBER Jacquie A  
**Subject:** FW: RE: Contract changes

*Hi Jacquie,*

*Attached please find an agreement with OHSU for the County to receive funding to reach smokers with mental health and substance abuse disorders. Dates of service are 01/01/07 - 09/30/07 and the dollar amount is \$33,858.....Thanks, LaRisha x27499*

-----Original Message-----

**From:** HE Haiou  
**Sent:** Tuesday, May 29, 2007 2:42 PM  
**To:** BAKER LaRisha R; dants@ohsu.edu  
**Subject:** Fwd: RE: Contract changes

Hi Shellye,

Thank you for the revision. I am going to forward this to LaRisha, our contract contact person. She will take it to our lawyer for review. I'll get back to you as soon as I hear back from her.

Thanks again,  
Haiou

>>> "Shellye Dant" <dants@ohsu.edu> 5/29/2007 9:04 AM >>>

Hi there...I have revised this per our phone conversation. You actually had the "Attachment A's"..they were at the end..she just didn't label them. So I revised that as well.

Take a quick peek and if you think it is ok, I will have my boss sign and get this out in the mail to you today.

Shellye

07/23/2007

>>> "Haiou HE" <Haiou.He@state.or.us> 5/24/2007 3:25:20 PM >>>

Hi Shellye,

Attached please find the scanned contract. Can you give me a call after you have a chance to review it? Some of the information in the contract is not accurate. I mentioned it to Sharon before, not sure if she has taken care of the changes.

Thanks for your help!

Haiou He  
971-673-0600

>>> "Shellye Dant" <dants@ohsu.edu> 5/24/2007 7:26 AM >>>

Hi Haiou...I am sorry I hadn't had a chance to get to this...I will right now. Could you please tell me who our PI is and maybe a contract # or even if you could scan and send me what we sent you. Since this isn't my normal department I am kind of in the dark!!

Thanks again...and again, I am sorry!  
Shellye

>>> "Haiou HE" <Haiou.He@state.or.us> 5/23/2007 4:37 PM >>>

Hi Shelly,

Just wondering if you've received my previous email (copied below). Can you please give me and our contract contact person LaRisha an update regarding the attachment A?

Thanks,  
Haiou

>>> "Haiou.He@state.or.us" 05/03/07 12:18 >>>

Hi Shelly,

Thanks in advance for your help. Let me know if you need additional information.

Haiou He  
Research and Evaluation Supervisor  
Multnomah County Health Department  
(971)673-0600  
[haiou.he@state.or.us](mailto:haiou.he@state.or.us)

>>> "Diane Sharon" <sharond@ohsu.edu> 5/3/2007 11:19 AM >>>

Hello,

I will be out of the office starting Wednesday, May 2nd through Friday, June 15th.

I will return to work on Monday, June 18th. I will be out on medical leave.

My departments have been re-assigned to my co-workers. Please contact

07/23/2007

the front desk at 503-494-7784 and you will be directed to the correct person.

Thank you!  
Diane S.

Diane M. Sharon  
Grants & Contracts Administrator  
Research Grants & Contracts  
Oregon Health & Science University  
3181 SW Sam Jackson Park Rd - L106  
Portland, OR 97201  
503-494-4854 voice  
503-494-7787 fax  
503-494-7787 (FAX)  
sharond@ohsu.edu

>>> "Haiou.He@state.or.us" 05/03/07 11:18 >>>

Hi Diane,

Our contract contact person LaRisha asks me to send her the Attachment A of the contract. I don't think I have the Attachment A in the contract you sent me. Could you please send me the attachment if you have it electronically? You can also send it to LaRisha directly. I am copying her in this email.

Thanks,  
Haiou

>>> "BAKER LaRisha R" <larisha.r.baker@co.multnomah.or.us> 5/1/2007 3:21 PM >>>

Hi Haiou,

Attachment A was not included. Can you forward it to me please. Also, can you give a brief description of this agreement.....Thanks,  
LaRisha

-----Original Message----- From: HE Haiou Sent: Monday, April 02, 2007 2:17 PM To: BAKER LaRishaR Subject: Fwd: Contract changes  
Hi LaRisha,

We have a new contract from OHSU. Attached is the draft contract prepared by OHSU's contract unit and the CRF. Let me know if you have any questions.

Thanks,  
Haiou >>> "Diane Sharon" <sharond@ohsu.edu> 3/30/2007 9:59 AM >>>  
Please see attached

Diane M. Sharon Electronic Grants & Contracts Administrator  
Research Grants & Contracts Oregon Health & Science University  
3181 SW Sam Jackson Park Rd - L106 Portland, OR 97201  
503-494-4854 voice 503-494-7787 fax  
503-494-7787 (FAX) sharond@ohsu.edu

07/23/2007

OREGON HEALTH & SCIENCE UNIVERSITY  
Subaward No. GPULM0100A  
Contract No. 0607107

This Agreement is by and between the Oregon Health & Science University at 3181 SW Sam Jackson Park Road, Portland, Oregon (hereinafter referred to as the UNIVERSITY) and Multnomah County, at 800 NE Oregon St., Suite #550, Portland, OR (hereinafter referred to as SUBAWARDEE) Witnesseth:

Whereas, the American Legacy Foundation (hereinafter referred to as SPONSOR) has awarded University a grant for support of the project entitled "Bringing Everyone Along: Reaching Smokers with Mental Health and Substance Abuse Disorders";

Whereas, the SUBAWARDEE has proposed to collaborate with the UNIVERSITY as detailed in the Grant Application referenced above;

Whereas, the SUBAWARDEE has skilled personnel and facilities available to undertake such project;

Now therefore, the parties agree to the following conditions:

**Article 1. Scope of Work**

Performance of the work shall be as described in Attachment A, which by this reference is made a part of this Agreement.

**Article 2. Period of Performance**

The period of performance of this Agreement shall be January 1, 2007, through September 30, 2007 unless amended by written mutual agreement.

**Article 3. Scientific Personnel**

The UNIVERSITY'S Principal Investigator is Wendy Bjornson, M.P.H. who is responsible for coordinating the research efforts under this project. The UNIVERSITY'S Principal Investigator is not authorized to amend or alter this Agreement.

Barbara Pizacani shall be responsible for the conduct of the research under this Agreement for the SUBAWARDEE. The SUBAWARDEE shall not replace Dr. Pizacani without prior written approval from the UNIVERSITY.

**Article 4. Allowable Costs**

This is a cost reimbursement agreement. The amount authorized will cover direct costs and

associated indirect costs of the research.

**Article 5. Estimated Cost and Expenditure Limitations**

The UNIVERSITY shall reimburse the SUBAWARDEE for actual expenses incurred in the performance of this Agreement up to \$33,858 for the budget period of January 1, 2007 through September 30, 2007 unless amended by written mutual agreement.

**Article 6. Facilities & Administrative Costs (F&A)**

Funds for facilities & administrative costs have been allotted.

**Article 7. Limitations on the Use of Grant Funds**

Funds given pursuant to this Agreement shall be used solely for the purposes specified in the Scope of Work (Attachment A).

**Article 8. Carry Forward of Funds**

SUBAWARDEE may not carry forward funds without prior approval. Requests to carry forward funds shall be in writing and directed to the UNIVERSITY'S contact, as listed under Article 23, Notices. UNIVERSITY shall provide administrative endorsement and shall forward the request to the SPONSOR.

**Article 9. Budget**

Expenditures of the grant funds must adhere to the specific line items in the SUBAWARDEE'S approved grant budget. Transfers among line items (increases and decreases) in excess of 5% of the total approved annual grant award are permitted only with the express written consent of the UNIVERSITY. All transfers among line items for staff salaries and benefits, equipment, and indirect costs (increases and decreases) are permitted only with the express written consent of the UNIVERSITY. Grant expenditures must be incurred during the period under which support is

**Article 10. Terms of Payment**

The SUBAWARDEE will submit vouchers to the UNIVERSITY for reimbursement of all allowable direct costs at least quarterly, but not more often than monthly, in triplicate to the following address:

Oregon Health & Science University  
Office of Sponsored Projects  
2525 S.W. 1<sup>st</sup> Avenue, Suite 220  
Portland, Oregon 97201

The vouchers must be in sufficient detail to indicate clearly the nature of all expenses in the format

of the approved budget, Attachment A, which, by this reference, is made a part of this Agreement. The vouchers must reference the UNIVERSITY Subaward number.

The final voucher must be submitted no later than 45 days after termination of this Agreement and must be clearly marked "FINAL".

#### **Article 11. Independent Contractor**

The SUBAWARDEE is an independent contractor. No provision of this contract shall be deemed to constitute the SUBAWARDEE or any agent or employee of the SUBAWARDEE as an agent or employee of the UNIVERSITY. The SUBAWARDEE agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto whether requiring professional judgment or otherwise as an independent SUBAWARDEE and without liability on the part of the UNIVERSITY.

#### **Article 12. Performance Report**

The SUBAWARDEE shall provide to the UNIVERSITY'S Principal Investigator any reports that UNIVERSITY may request during the period of performance. At the end of the budget period a narrative report which includes progress made in regards to scope of work and a financial report showing actual expenditures will be required.

#### **Article 13. Public Reporting**

The SUBAWARDEE will report this grant, if made, in its next Annual Report. The SUBAWARDEE does not usually issue press releases on individual grants (it does issue a press release on groups of grants and contracts being awarded); however, should the SUBAWARDEE elect to do so, it would discuss the press release with the UNIVERSITY in advance of dissemination. The SUBAWARDEE may issue its own press announcement but shall seek approval of the announcement from The UNIVERSITY before distribution. In addition, The SUBAWARDEE will be asked to review and approve a program summary, which will be used by the UNIVERSITY to respond to inquires regarding The SUBAWARDEE'S activities and for public information purposes. The UNIVERSITY may release special report on SUBAWARDEE efforts during or following the grant award period. The SUBAWARDEE'S approval shall not be unreasonably withheld.

The SUBAWARDEE shall send to the UNIVERSITY copies of all papers, manuscripts and other informational materials (collectively, "Information Materials") that it produces in connection with the project supported by the UNIVERSITY, before disturbing any such Informational Materials to the public. All Informational Materials produced by the SUBAWARDEE shall prominently make reference to the facts that (a) the UNIVERSITY has provided financial support for the SUBAWARDE'S project, in whole or part, as the case may be; and (b) the SUBAWARDEE'S Informational Materials do not necessarily represent the views

of the UNIVERSITY, UNIVERSITY staff, or it's Board of Directors.

**Article 14. Copyright and UNIVERSITY Use of Data**

Except as may otherwise be provided in Section 13 hereof, all copyright interests in materials produced as a result of this grant are owned by the SUBAWARDEE. The SUBAWARDEE hereby grants to the UNIVERSITY a nonexclusive irrevocable, perpetual, royalty-free license to reproduce, publish, copy, alter, or otherwise use and to license others to use any and all such materials, including any and all data collected in connection with the grant in any and all forms in which said data are fixed.

**Article 15. Audits**

All costs reimbursed for the performance of this Agreement will be subject to audit by the UNIVERSITY'S Financial Officer and the Sponsor.

SUBAWARDEE shall maintain supporting documentation of all charges and expenditures under this Agreement for audit purposes of all invoices submitted to UNIVERSITY for reimbursement. SUBAWARDEE agrees to maintain records reflecting the time and percentage of effort of personnel employed under this Agreement. The books, records, and documentation of SUBAWARDEE, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three years from the date of final payment.

**Article 16. Inspection**

Designated Representatives of the UNIVERSITY shall have the right to inspect and review the progress of the work performed pursuant to this Agreement. All reasonable facilities, including access to relevant data, test results and computations used or generated under this Agreement shall be made available when such inspections are conducted. Inspections shall be conducted in a manner as to not unduly delay the progress of the work and the UNIVERSITY shall give the SUBAWARDEE reasonable notice prior to conducting any such inspections.

**Article 17. Indemnification**

The SUBAWARDEE agrees to defend, indemnify, and hold the UNIVERSITY and its officers, employees, and agents, harmless from and against any and all liability, loss expense, or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligent or intentional acts of the SUBAWARDEE, subject to the terms and conditions of the Oregon Tort Claims Act (ORS 30.260-30.300) and the limitations

imposed by the Oregon Constitution, Article XI, Section 7.

The UNIVERSITY agrees to defend, indemnify, and hold the SUBAWARDEE and its officers, employees, and agents, harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligent or intentional acts of the UNIVERSITY, subject to the terms and conditions of the Oregon Tort Claims Act (ORS 30.260-30.300).

#### **Article 18. Subawards**

It is understood that the SUBAWARDEE shall not subaward any of the research effort required under this Agreement without prior written approval of the UNIVERSITY.

#### **Article 19. Modifications**

The parties agree that the terms and provisions of this Agreement may only be altered or changed through the creation of a written modification, signed and executed by the parties hereto.

#### **Article 20. Notification of Changes**

SUBAWARDEE shall promptly notify the UNIVERSITY in writing within thirty (30) days of any of the following: change in key personnel, change in address or phone number any other development that significantly affects the operation of the project.

#### **Article 21. Termination**

This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice. This termination must be in writing and delivered by certified mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. If SUBAWARDEE is located in a foreign country, notice of termination will be delivered via registered mail.

#### **Article 22. Certifications**

1. Laboratory Animals: If SUBAWARDEE uses warm blooded animals in its performance of this work, it will comply with the applicable portions of the Animal Welfare Act (7 U.S.C. 2131 et. seq.) and will follow the guidelines prescribed in the Health Research Extension Act of 1985, P.L. 99-158 "Animals in Research".

2. Human Subjects: The SUBAWARDEE agrees that the rights and welfare of human subjects will be protected in accordance with policies established under the Code of Federal Regulations, 45 CFR 46 Part A and 45 CFR 689, "Protection of Human Subjects," any policies statements issued by DHHS then in effect, and have on file with DHHS an approved General Assurance. The SUBAWARDEE shall bear full responsibility for the proper and safe performance of all work and services involving the use of human subjects under this contract.

Human Subjects Training: If use of human subjects is required in the performance of this Agreement, SUBAWARDEE certifies that key personnel involved in the performance of this Agreement have completed a human subjects training program in accordance with the NIH Guide to Grants and Contracts published June 5, 2000 (revised August 25, 2000).

3. Recombinant DNA Molecules: SUBAWARDEE agrees that any recombinant DNA research to be conducted under this Agreement must conform to all provisions of the most recent Federal and/or state guidelines for research involving DNA molecules including the requirements of the NIH Grants Policy Statement (March, 2001).
4. Misconduct in Science: SUBAWARDEE certifies that it has established administrative or other policies for dealing with and reporting possible misconduct in science.
5. Debarment, Suspension: SUBAWARDEE certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
6. Conflict of Interest: SUBAWARDEE agrees to ensure that standards and procedures are established to protect the design, conduct and reporting of research from conflicting financial interests of investigators. Any incidence of non-compliance with these standards and procedures on the part of investigators involved in activities sponsored by this subcontract shall be reported to the UNIVERSITY.

If SUBAWARDEE determines at any time during the period of performance that one or more investigators participating in the design, conduct, or reporting of research has or may appear to have a significant financial conflict of interest, SUBAWARDEE must inform UNIVERSITY of the existence of this real or apparent significant financial conflict of interest and must provide UNIVERSITY with a copy of the plan to manage that conflict.

If SUBAWARDEE does not have established standards and procedures in place for protecting

the design, conduct and reporting of research from conflicting financial interests of investigators, SUBAWARDEE may delegate the responsibility to the UNIVERSITY. If SUBAWARDEE chooses to so delegate these responsibilities to the UNIVERSITY, SUBAWARDEE must indicate this delegation in writing and submit that delegation to UNIVERSITY representative, identified in Article 8, Notices. Upon delegation, SUBAWARDEE agrees that SUBAWARDEE'S investigators who are participating in the study will complete UNIVERSITY'S procedures to ensure protection in the design, conduct and reporting of research from conflicting financial interests.

**Article 23. Refusal of Funds for Tobacco-Relate Entities**

The SUBAWARDEE agrees that it shall not accept any grant or anything else of value from any tobacco manufacturer, distributor or other tobacco-related entity.

**Article 24. Notices**

All notices required to be given under this Agreement shall be in writing and sent to the party as indicated below: TO UNIVERSITY

Diane Sharon, Grants & Contracts Analyst  
Research Grants & Contracts  
Oregon Health & Science University, Mail Code: L106  
3181 S.W. Sam Jackson Park Road  
Portland, Oregon 97201-3098

TO SUBAWARDEE

Haiou He  
Multnomah County  
800 NE Oregon St.  
Suite #550  
Portland, OR 97232

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN UNIVERSITY AND SUBAWARDEE. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF BOTH ORGANIZATIONS.**

Approved and Agreed:

OREGON HEALTH & SCIENCE UNIVERSITY

By: *[Signature]* 8/2/07  
Date  
Acting Director, Research Grants and Contracts

Acting For

SUBAWARDEE

*Lillian Shirley* 7/24/07  
(Signature of Institutional Official) Date

Lillian Shirley  
(Printed Name)

Health Department Director  
(Title)

Jacqueline A. Weber 06/28/07  
(Signature of Institutional Official) Date

Assistant County Attorney  
(Title)

**Attached A**

**Contract No. 0607107  
Scope of Work**

Bringing Everyone Along, Reaching Smokers with Mental Health and Substance Abuse Disorders:

Year 1

Barbary Pizacani Ph. D. will perform the following services:

- A. Serve as the program evaluator approximately two days per month for eight months.
- B. Help develop and evaluate baseline survey and telephone interviews and data
- C. Help supervise a survey interviewer
- D. Will be reimbursed at the rate of \$100 per hour for up to 138 hours of evaluation and analysis services

Nikhilesh (Nik) Desai will perform the following services:

- A. Serve as the interviewer approximately five days per month for eight months.
- B. Complete 20-30 interviews and assist in data analysis and report development.
- C. Will be reimbursed at the rate of \$50 per hour for up to 323 hours for interview, data analysis and report development services.



**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (long form)**

APPROVED : MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # R-9 DATE 10-18-07  
 DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** R-9  
**Est. Start Time:** 10:03 AM  
**Date Submitted:** 10/09/07

**NOTICE OF INTENT to Apply for a \$25,000 Grant from the March of Dimes to**  
**Agenda Improve Birth Outcomes for Women who Receive Support through the Health**  
**Title: Department's Early Childhood Services Program**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** 3 minutes  
**Department:** Health      **Division:** Community Health Services  
**Contact(s):** Jan Wallinder  
**Phone:** 503 988-3674      **Ext.** 28844      **I/O Address:** 160/8  
**Presenter(s):** Jan Wallinder

**General Information**

**1. What action are you requesting from the Board?**

Authorize the Director of the Health Department to apply for \$25,000 in grant funding from the Greater Oregon Chapter of the March of Dimes to improve educational materials distributed through the Department's Early Childhood Services program to women who are pregnant, and to women who are of childbearing age.

Grant funding from the March of Dimes will be used to assess the effectiveness of the educational materials provided to clients receiving support through the Early Childhood Services program, and to recommend changes in educational materials where necessary. This effort reflects the need to provide educational materials that are responsive to the broad range of individuals supported through the Early Childhood Services program.

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Through the Health Department's Early Childhood Services program the Health Department provides to women who are pregnant and of childbearing age to ensure healthy birth outcomes.

Characteristics of the women who receive support through the Early Childhood Services program include the following:

- Low income - Individuals receiving services are among the most financially needy in Multnomah County (the Program targets women that are 185% of poverty).
- Low literacy – Among those receiving services, there is a low literacy rate, and many have not completed high school.
- High unemployment – Most of the women receiving care are unemployed or underemployed, and receive public assistance to meet the basic living needs for their families.
- Racial and ethnic diversity – The population served includes a disproportionately large number of minorities, notably Latinas and African Americans.

**Impact on program offers:** The proposed project will improve the content of Department's educational materials provided to first time mothers and women who may be high risk. Related Program Offers include the following:

- 40013A – Early Child Services for First Time Parents - This offer includes a range of services for first-time parents using evidence-based models (the program served 4,517 families during FY 2007. Nurse Family Partnership is a nurse home visit model for first-time pregnant women that starts early in pregnancy and follows families to their child's 2nd birthday. Based on risk, families are referred for intensive home visit services provided by contracts with community agencies. Young teen parent services are also provided by a contracted community agency and include home visits and support groups.

40013B – Early Childhood Services for High Risk Prenatal - The High-Risk Prenatal program provides home visits and classes to 2,500 mothers and babies. Services begin in early pregnancy and continue through infancy to assure optimal maternal and infant health and assist parents in meeting their infant's basic health and developmental needs.

- 40013C – Early childhood Services for High Risk Infants and Children - The High-Risk Infants and Children program serves 2,800+ clients, providing home visits to families with young children. Services begin at birth or postnatally.

**3. Explain the fiscal impact (current year and ongoing).**

Grant funding will allow the Health Department to improve educational materials used to assist pregnant women and women of childbearing age without impacting County general funds.

**4. Explain any legal and/or policy issues involved.**

None known. Providing educational materials to pregnant women and women of childbearing age is consistent with County policy.

**5. Explain any citizen and/or other government participation that has or will take place.**

None.

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# ATTACHMENT A

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## Grant Application/Notice of Intent

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If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

March of Dimes, Greater Oregon Chapter .

- **Specify grant (matching, reporting and other) requirements and goals.**

The March of Dimes is offering grant funding to support projects that are designed to invest in priority projects that further the March of Dimes' mission, support national campaign objectives, and further the strategic goal of reducing disparities in birth outcomes.

The March of Dimes' Chapter Community Grants Fund for 2008 is approximately \$116,000. It is anticipated that 6-7 projects will be funded, with awards ranging from \$10,000 to \$25,000 each. **No match is required.**

In order to receive grant funds, grantees must sign a March of Dimes chapter grant agreement. Responsibilities include submission of two written progress and expenditure reports to the March of Dimes Greater Oregon Chapter office. Grantees must also obtain written approval for any changes in project design or implementation, variance from the submitted budget or changes in staff overseeing the project.

- **Explain grant funding detail – is this a one time only or long term commitment?**

Grants are considered on a one time basis, with the possibility of renewal in subsequent years on a competitive basis.

- **What are the estimated filing timelines?**

Applications are due on October 22, 2007.

- **If a grant, what period does the grant cover?**

May 2008 – April 2009.

- **When the grant expires, what are funding plans?**

The March of Dimes allows renewal of grant funding on a competitive basis. However, this project funding is for a one-time initiative to assess existing educational materials used to assist women who receive services through the Health Department's Early Childhood Services program.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

Department overhead (including indirect costs) can be charged as a grant expense.

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## ATTACHMENT B

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### Required Signatures

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**Elected Official or  
Department/  
Agency Director:**

*Lillian Shirley*

**Date:** 10/09/07

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**Budget Analyst:**

*Michael D. Gaspin*

**Date:** 10/09/07

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**Department HR:**

**Date:**

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**Countywide HR:**

**Date:**

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**MULTNOMAH COUNTY**  
**AGENDA PLACEMENT REQUEST (short form)**

**Board Clerk Use Only**

**Meeting Date:** 10/18/07  
**Agenda Item #:** R-10  
**Est. Start Time:** 10:05 AM  
**Date Submitted:** 10/11/07

**RESOLUTION Approving the Purchase of Real Property, Located at 18430-18510 SE Stark Street, Gresham, Oregon, from Rockwood-Stark Center, Inc. and Rockwood Bowling Center Inc. for the Purpose of Siting the East County Justice Facility and Authorizing County Chair to Execute Appropriate Documents to Complete the Purchase**

**Agenda Title:** **Justice Facility and Authorizing County Chair to Execute Appropriate Documents to Complete the Purchase**

*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

**Requested Meeting Date:** October 18, 2007      **Amount of Time Needed:** 20 minutes  
**Department:** County Management      **Division:** Facilities and Property Management  
**Contact(s):** Mike Sublett  
**Phone:** (503) 988-4149      **Ext** 84149      **I/O Address:** FPM / 274  
**Presenter(s):** Doug Butler, FPM; Mike Sublett, FPM

**General Information**

**1. What action are you requesting from the Board?**

Approve the purchase of real property, located at 18430-18510 SE Stark Street, Gresham, Oregon 97233, From Rockwood-Stark Center, Inc. and Rockwood Bowling Center Inc. for the purpose of siting the East County Justice Facility and authorize the County Chair to execute appropriate documents to complete the purchase

**2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**

Multnomah County has been in the process of siting a Justice Facility in the City of Gresham. The Board approved a Preliminary Planning Proposal via Resolution 05-031, dated February 17, 2005. By Resolution 07-038, dated February 22, 2007, the Board Approved the East County Justice Facility Project Plan ("Project Plan"), which created a capital project and directed Facilities and Property Management Division ("Facilities") to proceed with site acquisition.

Facilities commenced good faith due diligence and discussions with owners and lessees on the two sites identified in the Project Plan. Facilities also commenced critical analysis of ORS 35.500 for move and relocation analysis that was beyond the scope of the approved Project Plan. In addition, Facilities reviewed potential site issues such as offsite and street improvements, telecom infrastructure, et al. During this intensive process, Facilities successfully identified a third site on

Stark Street with its intersection with SE 185th, which included the properties located at 18430-18510 SE Stark Street, Gresham, Oregon 97233 ("Property"). The Board directed Facilities to explore the purchase of this Property, along with two adjoining parcels at 18450 SE Stark Street (owner-occupied business: Hawthorne Woodworking) and 18560 SE Stark Street (owner-occupied business: Maid Brigade.)

On September 13, 2007 the Chair executed a purchase and sale agreement for purchase of the Property for \$3,500,000. The Agreement allowed for the County to conduct due diligence on the Property and to analyze the 185th-Stark Site for suitability for the East County Justice Facility.

Facilities has determined that the 185th-Stark Site is a suitable site for the East County Justice Facility and has determined through due diligence, including environmental, title, appraisal, and documentation review, that the Property is appropriate for acquisition for this purpose. There are some environmental issues associated with a former dry cleaner located on the Property. It is anticipated that two leases will survive closing: a laundromat and a Taco Bell. Facilities has commenced negotiations to buy out the laundromat lease. The Taco Bell, which generates income sufficient to value the leasehold at slightly more than \$1 million, is anticipated to remain and will be a part of the site plan

In addition, Facilities has commenced negotiations to purchase the two adjoining parcels at 18450 SE Stark Street and 18560 SE Stark Street which will assemble the complete site for development of the East County Justice Facility, a total of 4.38 acres net of the Taco Bell and larger than either of the two sites identified in the Project Plan. It is also anticipated that this site will be the quickest to prepare for development.

Facilities recommends that it is in the best interests of the County to purchase the Property on the terms and conditions set forth in the Purchase and Sale Agreement. Facilities further recommends that it is in the best interests of the County to complete acquisition negotiations for the two properties at 18450 SE Stark Street and 18560 SE Stark Street and bring those transactions back for Board approval as soon as practicable. Per past practice, Facilities requests that the Chair be authorized to execute documents necessary to complete the purchase of the Property substantially consistent with the terms and conditions set forth in the attached Agreement.

**3. Explain the fiscal impact (current year and ongoing).**

The purchase price of \$3.5 million is earmarked from sales proceeds from County-owned properties known as "Edgefield" located in Troutdale. It is anticipated that proceeds from part of the sale, approved by Board Resolution 07-154, will be available prior to closing. Facilities believes the purchase price represents fair market value.

**4. Explain any legal and/or policy issues involved.**

None

**5. Explain any citizen and/or other government participation that has or will take place.**

An Intergovernmental Agreement between the City of Gresham and Multnomah County, directed by Resolution 07-038, is pending.

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:

*Carol M. Ford*

Date: 10/11/07

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Approving the Purchase of Real Property, Located at 18430-18510 SE Stark Street, Gresham, Oregon, from Rockwood-Stark Center, Inc. and Rockwood Bowling Center Inc. for the Purpose of Siting the East County Justice Facility and Authorizing County Chair to Execute Appropriate Documents to Complete the Purchase

**The Multnomah County Board of Commissioners Finds:**

- a. By Resolution 07-038, dated February 22, 2007, the Board Approved the East County Justice Facility Project Plan ("Project Plan"), which created a capital project and directed Facilities and Property Management Division ("Facilities") to proceed with site acquisition.
- b. Facilities commenced due diligence and discussions with owners and lessees on the two sites identified in the Project Plan. During this process, Facilities identified a third site ("185th-Stark Site", Exhibit A), which included the properties located at 18430-18510 SE Stark Street, Gresham, Oregon 97233 ("Property"). The Board directed Facilities to explore the purchase of this Property, along with two adjoining parcels at 18450 SE Stark Street and 18560 SE Stark Street.
- c. On September 13, 2007 the Chair executed a purchase and sale agreement ("Agreement", Exhibit B) for purchase of the Property for \$3,500,000. The Agreement allowed for the County to conduct due diligence on the Property and to analyze the 185th Stark Site for suitability for the East County Justice Facility.
- d. Facilities has determined that the 185th-Stark Site is a suitable site for the East County Justice Facility and has determined through due diligence, including environmental, title, appraisal, and documentation review, that the Property is appropriate for acquisition for this purpose.
- e. Facilities has commenced negotiations to purchase the two adjoining parcels at 18450 SE Stark Street and 18560 SE Stark Street which will assemble the complete site for development of the East County Justice Facility.
- f. It is in the best interests of the County to purchase the Property on the terms and conditions set forth in the attached Agreement. It is further in the best interests of the County to complete acquisition negotiations for the two properties at 18450 SE Stark Street and 18560 SE Stark Street.

**The Multnomah County Board of Commissioners Resolves:**

1. It is in the best interests of the County to purchase the Property located at 18430-18510 SE Stark Street, Gresham, Oregon 97233, from Rockwood-Stark Center, Inc. and Rockwood Bowling Center Inc. for the purpose of siting the East County Justice Facility on the terms and conditions set forth in the attached Agreement.
2. The Chair is authorized to execute documents necessary to complete the purchase of the Property substantially consistent with the terms and conditions set forth in the attached Agreement.
3. Facilities is directed to complete acquisition negotiations for the two properties at 18450 SE Stark Street and 18560 SE Stark Street to assemble the East County Justice Facility Site and to submit to the Board agreements to complete the acquisitions as soon as practicable.

ADOPTED this 18th day of October 2007.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
John S. Thomas, Deputy County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 07-169**

Approving the Purchase of Real Property, Located at 18430-18510 SE Stark Street, Gresham, Oregon, from Rockwood-Stark Center, Inc. and Rockwood Bowling Center Inc. for the Purpose of Siting the East County Justice Facility and Authorizing County Chair to Execute Appropriate Documents to Complete the Purchase

**The Multnomah County Board of Commissioners Finds:**

- a. By Resolution 07-038, dated February 22, 2007, the Board Approved the East County Justice Facility Project Plan ("Project Plan"), which created a capital project and directed Facilities and Property Management Division ("Facilities") to proceed with site acquisition.
- b. Facilities commenced due diligence and discussions with owners and lessees on the two sites identified in the Project Plan. During this process, Facilities identified a third site ("185th-Stark Site", Exhibit A), which included the properties located at 18430-18510 SE Stark Street, Gresham, Oregon 97233 ("Property"). The Board directed Facilities to explore the purchase of this Property, along with two adjoining parcels at 18450 SE Stark Street and 18560 SE Stark Street.
- c. On September 13, 2007 the Chair executed a purchase and sale agreement ("Agreement", Exhibit B) for purchase of the Property for \$3,500,000. The Agreement allowed for the County to conduct due diligence on the Property and to analyze the 185th-Stark Site for suitability for the East County Justice Facility.
- d. Facilities has determined that the 185th-Stark Site is a suitable site for the East County Justice Facility and has determined through due diligence, including environmental, title, appraisal, and documentation review, that the Property is appropriate for acquisition for this purpose.
- e. Facilities has commenced negotiations to purchase the two adjoining parcels at 18450 SE Stark Street and 18560 SE Stark Street which will assemble the complete site for development of the East County Justice Facility.
- f. It is in the best interests of the County to purchase the Property on the terms and conditions set forth in the attached Agreement. It is further in the best interests of the County to complete acquisition negotiations for the two properties at 18450 SE Stark Street and 18560 SE Stark Street.

**The Multnomah County Board of Commissioners Resolves:**

1. It is in the best interests of the County to purchase the Property located at 18430-18510 SE Stark Street, Gresham, Oregon 97233, from Rockwood-Stark Center, Inc. and Rockwood Bowling Center Inc. for the purpose of siting the East County Justice Facility on the terms and conditions set forth in the attached Agreement.
2. The Chair is authorized to execute documents necessary to complete the purchase of the Property substantially consistent with the terms and conditions set forth in the attached Agreement.
3. Facilities is directed to complete acquisition negotiations for the two properties at 18450 SE Stark Street and 18560 SE Stark Street to assemble the East County Justice Facility Site and to submit to the Board agreements to complete the acquisitions as soon as practicable.

ADOPTED this 18th day of October 2007.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

John S. Thomas, Deputy County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management

**EXHIBIT A**



**Project Plan Site**

**185th-Stark Site**

**Project Plan Site**

**AGREEMENT OF PURCHASE AND SALE AND  
JOINT ESCROW INSTRUCTIONS**

TO: First American Title Insurance Co.

Escrow No. NC S-313-073-OR1  
(the "Escrow Holder")

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (the "Agreement") is made and entered into as of September 12, 2007, by and between ROCKWOOD-STARK CENTER, INC. and ROCKWOOD BOWLING CENTER, INC., each an Oregon corporation (the "Seller"), and MULTNOMAH COUNTY, a political subdivision of the State of Oregon (the "Buyer").

**Recital**

A. The Seller is the owner of the real property and improvements on it, consisting of approximately 3.66 acre site consisting of four structures on five tax lots (R153562, R153563, R153560, R153564, R153566), located at 18430-18510 SE Stark and adjacent , Gresham, Oregon 97233, known as the Rockwood-Stark Center and hereinafter referred to as the "Property," located in the City of Gresham, County of Multnomah, State of Oregon, and more particularly described in Exhibit A attached.

B. The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer the Property on the terms and conditions set for the below.

**Agreement**

1. **Purchase and Sale.** The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property upon the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for the Property shall be \$3,500,000.

3. **Payment of Purchase Price.** The purchase price shall be payable as follows:

(a) **Deposit.** The Buyer will deposit into escrow within three (3) business days of the date this agreement is effective, a promissory note for \$128,000 in the form attached as Exhibit C. Said Deposit shall, except as provided below, become non-refundable, though applicable to the Purchase Price, on the later of October 22, 2007 or thirty (30) days after the Seller's Notification that Purchaser's Purchase and Sale Agreement is exclusive and no other right, option or instrument is applicable to the purchase of the Property or part of the Property ("Non-Refund Date"), including the rights of Northwest Restaurants of Oregon, Inc. Buyer may elect, at its sole discretion, to cancel the Purchase and Sale Agreement for a period of thirty (30) days after the Non-Refund Date. In the event Buyer elects to cancel after the Non-Refund date, Seller shall be entitled to retain from the Deposit a sum equal to \$2,000 per day. For example, if the

Non-Refund Date were October 22, and Purchaser elected to cancel the Purchase and Sale Agreement on October 26, Escrow would be dissolved and \$8,000 would be due Seller with the balance returned to Buyer. Closing shall occur 45 days after the Non-Refund Date, but not earlier than October 22, 2007, and not later than December 5, 2007. Said note shall be paid on the Non-Refund Date.

(b) Contingency. This entire transaction is contingent upon Seller obtaining a waiver from Northwest Restaurants, Inc. of its right of first refusal as to a part of the property. If it cannot be obtained within thirty (30) days from the execution of this Agreement, each party has the right to terminate the sale, and in that event, the Deposit shall be refunded, any expenses incurred with the title company and escrow shall be shared equally, and neither party shall be otherwise liable to the other for expenses, damages, costs, or otherwise.

(c) Cash Balance. On or before the Closing Date, the Buyer shall deposit into escrow the cash, a wire transfer of funds, a certified check, or a cashier's check, in the amount of the balance of the purchase price.

#### **4. Escrow**

(a) Opening of Escrow. The Buyer and the Seller shall deliver a fully executed copy of this Agreement to the Escrow Holder. The Buyer and the Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.

(b) Indemnification of Escrow Holder. If this Agreement or any matter relating to it becomes the subject of any litigation or controversy, the Buyer and the Seller agree, jointly and severally, to hold the Escrow Holder free and harmless from any loss or expense, including attorney fees, that may be suffered by it by reason thereof, except if by reason of the Escrow Holder's own negligence. In the event conflicting demands are made or notices are served on the Escrow Holder with respect to this Agreement, the Buyer and the Seller expressly agree that the Escrow Holder shall be entitled to file suit in interpleader and obtain an order from the court requiring the Buyer and the Seller to interplead and litigate their several claims and rights among themselves. Upon filing the action in interpleader, the Escrow Holder shall be fully released and discharged from any obligations imposed on it by this Agreement.

(c) Nonliability of Escrow Holder. The Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited with it, nor as to the identity, authority, or rights of any person executing such instrument, nor for failure to comply with any of the provisions of any agreement, contract, or other instrument filed with the Escrow Holder or referred to here, except the Escrow Holder's own performance pursuant to this Agreement or any other escrow instructions or if by reason of the Escrow Holder's own negligence. The Escrow Holder's duties under this Agreement shall be limited to safekeeping the money, instruments, or other documents received by it as the Escrow Holder,

and for depositing them in accordance with the terms of this Agreement. Notwithstanding the foregoing, nothing in this Paragraph 4(c) shall limit the liability of the Escrow Holder as the title insurer under the title policy.

(d) Closing Date. This transaction shall close forty-five (45) days after the Non-Refund Date, but not earlier than October 22, 2007 and not later than December 5, 2007 ("Closing Date").

## **5. Conditions to Closing**

(a) Conditions Precedent to Buyer's Obligations. The close of escrow and the Buyer's obligations with respect to the transaction contemplated by this Agreement are subject to the satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions, and the obligations of the parties with respect to such conditions are as follows:

(i) Title. At closing the Seller shall convey fee simple title to the Property by Statutory Warranty Deed, subject only to nondelinquent real property taxes, items 1 through 20, of the preliminary title report prepared by the Escrow Holder, Order No. NCS-313-073-OR1, dated August 13, 2007, (the "Preliminary Commitment"), a copy of which is attached as Exhibit B, and other matters that may be approved in writing by the Buyer.

The Seller, at the Seller's cost and expense, caused the Escrow Holder to issue to the Buyer its preliminary title report on the Property (the "Preliminary Commitment"), along with copies of all documents that give rise to exceptions listed in the report (the "Underlying Documents"). Within fifteen (15) days of receiving the Preliminary Commitment and the Underlying Documents, or fifteen (15) days after the date of this Agreement, whichever is later, the Buyer shall give the Seller written notice setting forth the exceptions that are not acceptable to the Buyer (the "Unacceptable Exceptions"). All other exceptions shall be deemed acceptable to the Buyer (the "Permitted Exceptions"). The Seller shall have fifteen (15) days after receiving the Buyer's notice within which to give the Buyer its written notice agreeing to eliminate the Unacceptable Exceptions or electing to terminate this Agreement. If the Seller agrees to eliminate the Unacceptable Exceptions, the Seller shall be obligated to do so at its cost and as of the Closing Date.

(ii) Investigation and Review. It shall be a condition to closing that all documents in Seller's possession and control described in this Paragraph 5(a)(ii) (the "Investigation Documents") be delivered to the Buyer and that the results of the Buyer's site studies pursuant to Paragraph 5(a)(ii)(I) below be acceptable to the Buyer in its sole discretion. Buyer acknowledges that some of the Investigation Documents described below may not exist. All of the Investigation Documents that exist have already been supplied to Buyer.

Within five (5) business days after executing this Agreement, Buyer shall make any objection it has to said Investigation Documents in writing. Failure to do so will constitute approval. If Buyer disapproves of any Investigation Document within the time specified, Seller shall have five (5) business days from the date of receipt of notice in which to cure.

- A. Copies of all leases, lease amendments, easements and other binding agreements.
- B. Any and all environmental and asbestos reports performed on the Property on behalf of Seller or in Seller's possession and that Seller materially uses in the administration of the Property.
- C. Any property surveys for the Property, including, if available, any current ALTA boundary or topographic survey performed on the Property on behalf of Seller or in Seller's possession and that Seller materially uses in the administration of the Property.
- D. Copies of reports and specifications for any maintenance or repair work performed on the Property during the past two (2) years.
- E. Any wetlands reports or analysis performed on the Property on behalf of Seller or in Seller's possession and that Seller materially uses in the administration of the Property.
- F. Any soils or geotechnical reports performed on the Property on behalf of Seller or in Seller's possession and that Seller materially uses in the administration of the Property.
- G. Copies of any correspondence from city, state or other applicable jurisdiction received by Seller that would have a material affect on Purchaser's development of the Property.
- H. Copies of any improvement plans for the Property performed on behalf of Seller, including utilities, civil and landscaping details.
- I. Copies of any covenants, conditions and restrictions and any site planning guidelines that will be applicable to the Property.
- J. The above referenced documentation notwithstanding, Purchaser shall be responsible for its own due diligence.

(iii) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with the Property, whether directly or indirectly.

(iv) Title Insurance. As of the close of escrow, the Escrow Holder shall have issued or shall have committed to issue the title policy to the Buyer subject only to the Permitted Exceptions.

(v) Bowling Alley Tenancy. As of the Closing Date the Bowling Alley lease shall have terminated and the Bowling Alley tenant shall have removed all of the tenant's property, shall have permanently vacated the premises, and shall have returned all keys to Seller.

The conditions set forth in this Paragraph 5(a) are solely for the benefit of the Buyer and may be waived only by the Buyer. The Buyer shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to the Seller. The waiver by the Buyer of any condition shall not relieve the Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of the Seller. Neither the Seller nor the Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent the Buyer, in its own discretion, exercises its right to disapprove any such items or matters).

(b) **Conditions Precedent to Seller's Obligations.** The close of escrow and the Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the Buyer's delivery to the Escrow Holder on or before the Closing Date, for disbursement as provided herein, of the purchase price and the documents and materials described in Paragraph 6(b).

(c) **Failure of Conditions to Closing.** In the event any of the conditions set forth in Paragraph 5(a) or Paragraph 5(b) are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement:

(i) This Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, except as otherwise provided herein; and

(ii) The Escrow Holder is hereby instructed to promptly return to the Seller and the Buyer all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination minus funds, if any Seller is entitled to retain under paragraph 3(a) and minus, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by that party under Paragraph 5(d).

(d) **(d) Cancellation Fees and Expenses.** In the event this escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of the Seller under this Agreement, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by the Buyer, in addition to the penalty provision of Paragraph 3(a). In the event this escrow terminates because of the Seller's default, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by the Seller.

## **6. Deliveries to Escrow Holder**

(a) **By Seller.** On or before the Closing Date, the Seller shall deliver the following in escrow to the Escrow Holder:

(i) **Deed.** A Statutory Warranty Deed, duly executed and acknowledged in recordable form by the Seller, conveying the Property to the Buyer subject only to nondelinquent property taxes and the Permitted Exceptions.

(ii) Assignment of Leases and Estoppel Certificates. An assignment of leases duly executed and acknowledged by the Seller in recordable form, assigning to the Buyer all of the Seller's right, title, and interest in and to all the tenant leases and tenant deposits, together with Estoppel Certificates from each tenant executed on a form acceptable to Buyer. As indicated herein, the tenant deposits will be credited to the Buyer at closing.

(iii) General Assignment. An assignment duly executed by the Seller, assigning to the Buyer all of the Seller's right, title, and interest in and to all service contracts accepted by the Buyer.

(iv) Nonforeign Certification. The Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. The Seller will give an affidavit to the Buyer to this effect in the form required by that statute and related regulations.

(v) Tenant Notification Letter. A letter to tenants, duly executed by the Seller and dated as of the Closing Date, satisfactory in form and substance to the Buyer, notifying each tenant that:

A. The Property has been sold to the Buyer;

B. All of the Seller's right, title, and interest in and to the tenant leases and tenant deposits have been assigned to the Buyer; and

C. Commencing immediately, all rent and other payments and any notices under tenant leases are to be paid and sent to the Buyer.

(vi) Proof of Authority. Such proof of the Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing any instruments, documents, or certificates on behalf of the Seller to act for and bind the Seller, as may be reasonably required by the Escrow Holder or the Buyer.

(vii) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the title policy.

(b) By Buyer. On or before the Closing Date, the Buyer shall deliver the following in escrow to the Escrow Holder:

(i) Purchase Price. The purchase price less credit for the Deposit in accordance with Paragraph 3 above.

(ii) Prorations. The amount due the Seller, if any, after the prorations are computed in accordance with Paragraph 10 below.

**7. Deliveries to Buyer at Closing.** The Seller shall deliver possession of the Property to the Buyer at close of escrow. On or before the Closing Date, the Seller shall deliver to the Buyer possession of the following:

(a) Keys. All keys that Seller has in its possession to all entrance doors to the improvements on the Real Property, which keys shall be properly tagged for identification.

**8. Title Insurance.** At closing, the Seller shall provide, at its expense, a standard owner's title insurance policy in the amount of the purchase price specified above, insuring title vested in the Buyer or its nominees, subject only to nondelinquent real property taxes, and the Permitted Exceptions. The Buyer shall have the right, if the Buyer so elects, to cause the title policy to be issued as an extended coverage policy, provided the Buyer pays the additional premiums and all survey costs associated therewith. If the Buyer elects extended coverage, then the Seller shall execute and deliver to the Escrow Holder at closing a certificate and indemnity substantially in the form required by the Escrow Holder.

**9. Adjustments.** The Seller shall pay for the standard coverage title insurance policy, one-half of all escrow fees and costs, and the Seller's share of prorations pursuant to Paragraph 10 below. The Buyer shall pay recording charges, one-half of all escrow fees and costs, and the Buyer's share of prorations pursuant to Paragraph 10 below. The Buyer and the Seller shall each pay its own legal and professional fees of other consultants incurred by the Buyer and the Seller, respectively. All other costs and expenses shall be allocated between the Buyer and the Seller in accordance with the customary practice in Multnomah County, Oregon. At closing, the Buyer shall contribute any funds necessary to pay its share of adjustments.

**10. Prorations**

(a) General. Rental, revenues, and other income, if any, from the Property and presently existing taxes, assessments, improvement bonds, and other expenses, if any, affecting the Property, shall be prorated as of the day following the Closing Date. For the purpose of calculating prorations, the Buyer shall be deemed to be in title to the Property and, therefore, entitled to the income and responsibility for the expenses for the entire day following the Closing Date.

(b) Delinquent Rentals. Rentals are delinquent when payment of rent is due on or before the Closing Date but has not been made. Delinquent rentals shall be prorated between the Buyer and the Seller as specified above but not until the rents are actually collected. The Seller shall have the right to collect any delinquent rental, but shall not have the obligation to do so. All collection proceedings and procedures by the Seller shall require the prior approval of the Buyer, which shall not be unreasonably withheld. Delinquent rentals collected by the Seller or the Buyer, net of costs of collection (including attorney fees), shall be applied first against sums

owed to the Buyer, as of the date of collection, since closing, and then to the Seller for delinquent rent before the Closing Date. The Buyer and the Seller agree that any payments due to either party as a result of collected delinquent rentals shall be payable when received.

(c) **Tenant Deposits.** The amount of all tenant deposits as set forth in the tenant estoppel certificates shall be credited to the account of the Buyer.

(d) **Method of Proration.** All prorations shall be made in accordance with customary practice in Multnomah County, Oregon, except as expressly provided herein. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by the Buyer to the Seller (if the prorations result in a net credit to the Seller) or by the Seller to the Buyer (if the prorations result in a net credit to the Buyer) by increasing or reducing the cash to be paid by the Buyer at closing. Any such prorations not determined or not agreed on as of the Closing Date shall be paid by the Buyer to the Seller, or by the Seller to the Buyer, as the case may be, in cash as soon as practicable following the Closing Date.

**11. Disbursements and Other Actions by Escrow Holder.** At closing, the Escrow Holder shall do the following:

(a) **Funds.** Disburse all funds deposited with the Escrow Holder by the Buyer in payment of the purchase price as follows:

(i) Deduct all items chargeable to the account of the Seller pursuant to Paragraph 9 above.

(ii) Disburse the balance of the purchase price to the Seller promptly upon closing.

(iii) Disburse the remaining balance of the funds, if any, to the Buyer promptly upon closing.

(b) **Recording.** Cause the deed, and any other documents that the parties may mutually direct to be recorded in the official records and obtain conformed copies for distribution to the Buyer and the Seller.

(c) **Title Policy.** Issue the title policy to the Buyer.

(d) **Disbursement of Documents to Buyer.** Disburse to the Buyer the general assignment, the FIRPTA certificate, the tenant notification letters and change of address notices duly executed by the Seller, and any other documents (or copies thereof) deposited into escrow by the Seller pursuant hereto.

**12. Seller's Representations and Warranties.** In addition to any express agreements of the Seller contained here, the following constitute representations and warranties of the Seller to the Buyer:

(a) Representations Regarding Seller's Authority.

(i) The Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(ii) All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Seller in connection with entering into this Agreement, the instruments referred to here, and the consummation of the transactions contemplated here. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(iii) The persons executing this Agreement and the instruments referred to here on behalf of the Seller and the partners, officers, or trustees of the Seller, if any, have the legal power, right, and actual authority to bind the Seller to the terms and conditions of this Agreement.

(iv) This Agreement and all documents required to be executed by the Seller are and shall be valid, legally binding obligations of and enforceable against the Seller in accordance with their terms.

(v) Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Seller is a party or affecting the Property.

(b) Warranties and Representations Pertaining to Real Estate and Legal Matters.

(i) The information contained in the recitals is true and correct.

(ii) There is no litigation, claim, or arbitration, pending or threatened, with regard to the Property or its operation.

(iii) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of the Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by the Seller.

(iv) To the best of the Seller's knowledge after due inquiry, the construction, occupancy, and operation of the Property materially conform to and comply with all applicable city, county, state, and federal law, statutes, ordinances, and regulations.

(v) To the best of the Seller's knowledge after due inquiry, there are no material structural defects in the building, nor are there any major repairs required to operate the building in a lawful, safe, and efficient manner. The Bowling Alley is excepted from this item.

(vi) The Seller is the legal and beneficial fee simple titleholder of the Property and has good, marketable, and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report. There shall be no change in the ownership, operation, or control of the Seller from the date of this Agreement until the Closing Date.

(vii) The electrical, plumbing, heating, and air conditioning systems and any other utility systems will be in substantially the same condition at closing as when the Buyer conducted its inspection. The Bowling Alley is excepted from this item.

(viii) The Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property, except the agreement mentioned in Paragraph 3(a).

(ix) The Seller has not received any notices from any insurance company of any defects or inadequacies in the Property.

(x) Any licenses and permits obtained by the Seller have been fully paid for and are not subject to any liens, encumbrances, or claims of any kind.

(xi) The Seller has not sold, transferred, conveyed, or entered into any agreement regarding "air rights" or other development rights or restrictions relating to the Property.

(xii) To the best of the Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it.

(xiii) The Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property.

(xiv) The Seller has not transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the Seller's knowledge, no other person has transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements.

(xv) There are no proceedings, governmental administrative actions, or judicial proceedings pending or, to the best of the Seller's knowledge, contemplated under any federal,

state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

(xvi) To the best of the Seller's knowledge, the Seller has not, during its ownership of the Property, stored, produced, or disposed of any hazardous substance, including asbestos, on the Property.

(xvii) No person has any rights in the property by virtue of any unrecorded agreement or otherwise except as disclosed by the Preliminary Commitment and the Investigation Documents.

(c) Representations Pertaining to Tenant Leases and Service Contracts. To the best of the Seller's knowledge after due inquiry:

(i) The rent roll, leases, and all other information and documentation to be provided by the Seller to the Buyer in connection with this transaction are complete, true, and accurate, and are presented in a manner that is not misleading. The Bowling Alley tenancy is terminating irrevocably, effective October 17, 2007.

(ii) All leases are in full force and effect with rents paid currently (except as indicated in the rent roll).

(iii) With regard to the tenant leases, the Seller knows of no default by it or by any of the tenants, and there have been no verbal changes and no concessions granted with respect to the leases or tenants under the leases.

(iv) The only service or maintenance contracts have been provided or disclosed in writing to the Buyer. All the service may be terminated without penalty or other payment, except for the current sum then owing by the Buyer on 30 days' or less notice.

(v) There is no current default or breach under the terms and provisions of any of the service contracts. The service contracts have not been and will not be amended or modified except as indicated here.

(vi) As of the Closing Date, the Seller's interest in tenant leases and rentals due or to become due thereunder will not be subject to any assignment, encumbrance, or liens.

(vii) Except as indicated in Paragraph 17 below, no leasing or brokerage fees or commissions of any nature whatsoever shall become due or owing to any person, firm, corporation, or entity after closing with respect to the tenant leases.

(viii) The Seller has no employees whom the Buyer will be required to employ after closing.

(d) Representations, Warranties, and Covenants Regarding Operation of the Property Through the Close of Escrow.

(i) The Seller further represents and warrants that, until this transaction is closed or escrow is terminated, whichever comes earlier, it shall:

- A. Operate the Property in a commercially reasonable manner and maintain the property so that it is substantially in the same condition as when inspected by the Buyer's representative. ;
- B. Keep all existing insurance policies affecting the Property in full force and effect;
- C. Make all regular payments of interest and principal on any existing financing;
- D. Comply with all government regulations;
- E. Keep the Buyer timely advised of any repair or improvement required to keep the Property in substantially the same condition as when inspected by the Buyer and that costs more than \$10,000.
- F. Buyer acknowledges that the Bowling Alley Tenancy will be terminated prior to closing.

(ii) The Seller hereby agrees that the Seller will not hereafter modify, extend, or otherwise change any of the terms, covenants, or conditions of the tenant leases, or enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of the Buyer, which consent may be withheld in Buyer's sole discretion. Without the prior written consent of the Buyer, the Seller shall not terminate any of the tenant leases, unless the tenant thereunder has materially defaulted in the payment of rent. The Seller shall not accept from any of the tenants payment of rent more than one month in advance or apply any security deposit to rent due from any tenant.

(iii) Except as otherwise provided here, the Seller will not extend, renew, modify, or replace any of the service contracts without the prior written consent of the Buyer which consent may be withheld in Buyer's sole discretion.

(v) The Seller will not make any alterations to the Property.

(e) General Representation. The Seller's representations and warranties contained here are true and accurate, and are not misleading. The Seller's representations and warranties contained here shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by the Seller in a separate certificate at that time. The Seller's representations and warranties contained here shall survive the close of escrow and shall not merge into the deed and the recordation of the deed in the official records.

**13. As Is.** Other than the Seller's representations and warranties contained in this Agreement and those contained in any instrument delivered to the Buyer at closing, the Buyer acknowledges that it is purchasing the Property AS IS.

**14. Buyer's Representations and Warranties.** In addition to any express agreements of the Buyer contained here, the following constitute representations and warranties of the Buyer to the Seller:

(a) The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(b) All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to here and the consummation of the transactions contemplated here. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(c) The persons executing this Agreement and the instruments referred to here on behalf of the Buyer have the legal power, right, and actual authority to bind the Buyer to the terms and conditions of this Agreement.

(d) This Agreement and all documents required by it to be executed by the Buyer are and shall be valid, legally binding obligations of, and enforceable against the Buyer in accordance with their terms.

(e) Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.

**15. Damage or Destruction; Condemnation.** Until close of escrow, the risk of loss shall be retained by the Seller. The Seller shall keep the Property fully insured until close of escrow.

In the event all or any material portion of the Property is damaged or destroyed, before the close of escrow, the Buyer may not terminate this Agreement and this Agreement shall remain in full force and effect, including, without limitation, the Buyer's obligation to close this transaction as provided for here and to pay the full purchase price to the Seller. In such event, the Buyer shall be assigned all insurance proceeds payable to or for the account of the Seller. In the event all or any portion of the Property is condemned or threatened with condemnation Buyer



To Escrow Holder: First American Title Company  
200 SW Market St.  
Portland, OR 97201  
Fax: (503) 795-7614

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

**17. Broker.** At the close of escrow, the Seller shall pay from funds accruing to the Seller through escrow any brokerage commission and fees owed to the brokerage firm of Melvin Mark Brokerage Co. in connection with the transactions contemplated by this Agreement. The Seller represents and warrants to the Buyer, and the Buyer represents and warrants to the Seller, that no other broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for additional brokers' or finders' fees or commissions in connection with the negotiation, execution, or consummation of this Agreement, then the Buyer shall indemnify, hold harmless, and defend the Seller from and against such claims if they shall be based on any statement or representation or agreement by the Buyer, and the Seller shall indemnify, hold harmless, and defend the Buyer if such claims shall be based on any statement, representation, or agreement made by the Seller.

**18. Required Actions of Buyer and Seller.** The Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions here.

**19. Entry.** The Buyer, its agents, and designees shall have reasonable access to the Property for the sole purpose of conducting inspections, environmental testing and due diligence activities. The Buyer's right to access does not negate the warranties and covenants contained here. The Buyer shall indemnify and hold the Seller harmless from any loss, damage, or claim arising out of the Buyer's access to the Property.

**20. Legal and Equitable Enforcement of This Agreement**

(a) Default by the Seller. In the event the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by the Seller, the Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the deposit, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

(b) Default by the Buyer. In the event the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by the Buyer, the deposit will be disbursed to Seller which shall be Seller's sole remedy. The Escrow Holder shall not

require the Buyer's written approval as a condition precedent to the disbursement of the deposit to the Seller.

**21. Assignment.** Buyer shall have the right, after giving written notice to Seller, to assign its rights and obligations under this Purchase and Sale Agreement for purposes of financing or security only, as long as the assignee assumes the obligations of the Buyer and the assignee demonstrates to the Seller's satisfaction that it has the financial ability to perform. Notwithstanding the foregoing, no such assignment shall relieve the Buyer from its liability under this Agreement up to and through the close of escrow. In the event of assignment, the assignor waives notice, presentment, any defenses arising from subsequent modification of this Agreement, and any defenses other than those that may be raised by the assignee.

**22. Miscellaneous**

(a) **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) **Waivers.** No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) **Survival of Representations.** The covenants, agreements, representations, and warranties made here shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.

(d) **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

(e) **Attorney Fees.** In the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.

(f) **Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it, including but not limited to, the Sale Agreement and Receipt for Earnest Money and all addenda

thereto and/or modifications thereof. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(g) Time of Essence. The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

(h) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. [In the event the date on which the Buyer or the Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.] [Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The last day of any period of time described herein shall be deemed to end at 5 p.m. Oregon time.

**23. Governing Law.** The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Oregon.

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

BUYER:  
Multnomah County, a Political  
Subdivision of the State of Oregon

By: RD Wheeler  
Its: CHAIR  
Date of Execution: 9-13-07

SELLER:  
Rockwood-Stark Center, Inc. and

By: CE Gilleland  
Its: President  
Date of Execution: 9/12/07

SELLER:  
Rockwood Bowling Center, Inc.

By: CE Gilleland  
Its: President  
Date of Execution: 9/12/07

Reviewed

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

[Signature]  
John S. Thomas  
Deputy County Attorney

FIRST AMERICAN TITLE INSURANCE COMPANY, the Escrow Holder, by its duly authorized signature below, agrees to accept this escrow on the terms and conditions of, and to comply with the instructions contained in, the foregoing Agreement.

FIRST AMERICAN TITLE  
INSURANCE COMPANY

/s/ \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBITS ATTACHED

- A. Property Description
- B. Exceptions (2 Pages)
- C. Promissory Note

**Exhibit "A"**

Real property in the County of Multnomah , State of Oregon, described as follows:

PARCEL I

THE WEST 95 FEET OF LOT 10, EASTWOOD, IN THE COUNTY OF MULTNOMAH AND STATE OF OREGON.

EXCEPTING THEREFROM THOSE PORTIONS CONTAINED IN DEED TO ROCKWOOD-STARK CENTER, INC., AN OREGON CORPORATION, RECORDED JULY 7, 1961 IN BOOK 2070, PAGE 189, MULTNOMAH COUNTY DEED RECORDS AND ALSO IN DEED RECORDED MARCH 6, 1962 IN BOOK 2105, PAGE 359, MULTNOMAH COUNTY DEED RECORDS.

PARCEL II

THE NORTH 162.00 FEET OF THE WEST 136.00 FEET OF LOT 10, EASTWOOD ADDITION, MULTNOMAH COUNTY, OREGON

PARCEL III

THAT CERTAIN PORTION OF EASTWOOD, LOT 10, MULTNOMAH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 10 EASTWOOD THAT IS SOUTH 0 DEG. 46'15" 162.00 FEET FROM THE NORTHWEST CORNER THEREOF AND RUNNING  
THENCE SOUTH 0 DEG. 46'15" E ALONG SAID LOT LINE 88.00 FEET;  
THENCE EAST 116.00 FEET;  
THENCE NORTH 0 DEG. 46'15" W 88.00 FEET;  
THENCE WEST 116.00 FEET TO THE POINT OF BEGINNING.

PARCEL IV

THAT CERTAIN PORTION OF EASTWOOD, LOT 10, MULTNOMAH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS MARKED BY AN IRON PIPE SET IN CONCRETE SAID POINT BEING THE NORTHEAST CORNER OF LOT 10, EASTWOOD, AND RUNNING  
THENCE SOUTH 0 DEG. 36'45" E 283.76 FEET;  
THENCE SOUTH 89 DEG. 23'15" W 173.76 FEET;  
THENCE NORTH 0 DEG. 46'15" W 285.59 FEET TO THE SOUTH LINE OF S.E. STARK STREET;  
THENCE EAST ALONG SAID STREET 174.53 FEET TO THE POINT OF BEGINNING.

1. General and special taxes and assessments for the fiscal year 2007-2008, a lien not yet due or payable.
2. City liens, if any, for the city of Gresham.  
  
Note: An inquiry has NOT been made concerning the actual status of such liens. A fee of \$25.00 will be charged per tax account each time an inquiry request is made.
3. The terms, provisions and easement(s) contained in the document entitled "Agreement" recorded March 23, 1964 in Book 4, Page 0102.
4. Easement, including terms and provisions contained therein:  
Recording Information: October 17, 1967 in Book 587, Page 0053  
In Favor of: Canteen Company of Oregon  
For: Tavern, bar, restaurant or similar business
5. Easement, including terms and provisions contained therein:  
Recording Information: September 18, 1969 in Book 698, Page 0336  
In Favor of: Allen L. Jones and Ruth Jones, husband and wife  
For: Ingress and egress
6. Easement, including terms and provisions contained therein:  
Recording Information: August 07, 1985 in Book 1842, Page 0337 as Fee No. 85054357  
In Favor of: Multnomah County  
For: Construction and maintenance of Traffic signal loops detection
7. Easement, including terms and provisions contained therein:  
Recording Information: August 07, 1985 in Book 1842, Page 0339 as Fee No. 85054358  
In Favor of: Multnomah County, a political subdivision of the State of Oregon  
For: Traffic signal loops detection
8. The terms and provisions contained in the document entitled "Agreement Concerning Real Property", executed by and between City of Gresham, an Oregon municipal corporation and Rockwood Stark Center, Inc., recorded October 31, 1985 in Book 1861, Page 1854 as Fee No. 85078212.
9. The terms and provisions contained in the document entitled "Sanitary Sewer Connection Agreement", executed by and between City of Gresham, Oregon, a municipal corporation and Rockwood Stark Center, Inc., recorded October 31, 1985 in Book 1861, Page 1856 as Fee No. 85078213.
10. The terms, provisions and easement(s) contained in the document entitled "Sewer Easement and Reciprocal Maintenance Agreement" recorded June 05, 1989 in Book 2209, Page 0879 as Fee No. 89044855.

11. The terms, provisions and easement(s) contained in the document entitled "Water Easement and Maintenance Agreement" recorded June 05, 1989 in Book 2209, Page 0894 as Fee No. 89044858.
12. The terms, provisions and easement(s) contained in the document entitled "Sewer Easement and Maintenance Agreement" recorded June 09, 1989 in Book 2210, Page 1712 as Fee No. 89046257.
13. The terms and provisions contained in the document entitled "Payment Plan Agreement for Sanitary Sewer Agreement", executed by and between The City of Gresham, Oregon, a municipal corporation and Rockwood-Stark Center, Inc., recorded June 28, 1989 in Book 2215, Page 1456 as Fee No. 89051687.
14. An unrecorded lease dated January 11, 1993, executed by Rockwood Stark Center, and Oregon corporation as lessor and Taco Bell Corp., a California corporation as lessee, as disclosed by a Memorandum of Lease recorded August 06, 1993 in Book 2735, Page 1355 as Fee No. 93104248.

(Affects portion of Parcel IV)

15. The terms and provisions contained in the document entitled "License Agreement", executed by and between Taco Bell Corp., a California corporation and Rockwood Bowling Center, Inc., an Oregon corporation, recorded August 06, 1993 in Book 2735, Page 1360 as Fee No. 93104249.
16. The terms and provisions contained in the document entitled "Declaration of Restrictive Covenant" recorded August 06, 1993 in Book 2735, Page 1366 as Fee No. 93104250.
17. The terms, provisions and easement(s) contained in the document entitled "Agreement for Easement" recorded August 18, 1993 in Book 2740, Page 3306 as Fee No. 93110135.
18. Easement, including terms and provisions contained therein:  
Recording Information: September 08, 1993 in Book 2749, Page 1265 as Fee No. 93120183  
In Favor of: Multnomah County, a political subdivision of the State of Oregon  
For: Construction and maintenance of utilities
19. An unrecorded lease dated February 21, 1989, executed by Rockwood-Stark center, Inc., an Oregon corporation as lessor and Kentucky Fried Chicken of California, Inc., a Delaware corporation as lessee, as disclosed by a Memorandum of Lease recorded July 22, 1998 as Fee No. 98129388.

(Affects Parcel No. II)

20. An unrecorded lease dated February 25, 2002, executed by Rockwood Bowling Centers, Inc., an Oregon corporation, successor in interest to Rockwood Lanes, Inc. as lessor and AMF Bowling Centers, Inc., a Virginia corporation, successor by merger to AMF Leisureland centers, Inc., successor by name change to Bowl-Opp, Inc. as lessee, as disclosed by a Memorandum of Lease recorded April 01, 2002 as Fee No. 2002 057689.
21. Unrecorded leases or periodic tenancies, if any.

**= METROSCAN PROPERTY PROFILE =**  
**Multnomah (OR)**

**OWNERSHIP INFORMATION**

Parcel Number :R153562  
Ref Parcel Number :1S3E05BB 02600  
Old Parcel Number :R23350 1520  
Map Number :3149 T:01S R:03E S:05 Q:NW  
Owner :Rockwood-stark Center Inc  
CoOwner :  
Site Address :18430 SE Stark St Portland 97233  
Mail Address :17331 135th Ave NE #B Woodinville Wa 98072  
Telephone :Owner: Tenant:

**SALES AND LOAN INFORMATION**

Transferred : Loan Amount :  
Document # :2070-0189 Lender :  
Sale Price : Loan Type :  
Deed Type : Interest Rate :  
% Owned : Vesting Type :

**ASSESSMENT AND TAX INFORMATION**

MktLand :\$271,890 Levy Code :901  
MktStructure :\$415,310 06-07 Taxes :\$6,461.17  
MktTotal :\$687,200 Exempt Amount :  
% Improved :60 Exempt Type :  
AssessedTotal:\$392,300

**PROPERTY DESCRIPTION**

Map Page & Grid :598 G6  
Census :Tract:98.01 Block:2  
Improvement Type :Ja Fast Food  
Zoning :Gc  
Subdivision/Plat :Eastwood  
Neighborhood Cd :700  
Land Use :201 Com, Improved  
Legal :EASTWOOD; EXC PT IN RD ORD 3195 N  
:162' OF W 136' OF LOT 10 MAP 3149  
:

Profile-Page 1 of 2

**= METROSCAN PROPERTY PROFILE =**  
**Multnomah (OR)**

**OWNERSHIP INFORMATION**

Parcel Number :R153563  
Ref Parcel Number :1S3E05BB 02300  
Old Parcel Number :R23350 1530  
Map Number :3149 T:01S R:03E S:05 Q:NW  
Owner :Rockwood-stark Center Inc  
CoOwner :  
Site Address :18442 SE Stark St Portland 97233  
Mail Address :10626 SW Barbur Blvd Portland Or 97219  
Telephone :Owner: Tenant:

**SALES AND LOAN INFORMATION**

Transferred : Loan Amount :  
Document # :2105-0359 Lender :  
Sale Price : Loan Type :  
Deed Type : Interest Rate :  
% Owned : Vesting Type :

**ASSESSMENT AND TAX INFORMATION**

MktLand :\$138,830 Levy Code :901  
MktStructure :\$207,700 06-07 Taxes :\$2,747.50  
MktTotal :\$346,530 Exempt Amount :  
% Improved :60 Exempt Type :  
AssessedTotal :\$166,820

**PROPERTY DESCRIPTION**

Map Page & Grid :598 G6  
Census :Tract:98.01 Block:2  
Improvement Type :Kd Free Standing Store  
Zoning :Gc  
Subdivision/Plat :Eastwood  
Neighborhood Cd :700  
Land Use :201 Com, Improved  
Legal :EASTWOOD; W 116' OF S 88' OF N 250'  
:OF LOT 10 MAP 3149  
:

Profile-Page 1 of 2

**= METROSCAN PROPERTY PROFILE =**  
**Multnomah (OR)**

**OWNERSHIP INFORMATION**

Parcel Number :R153560  
Ref Parcel Number :1S3E05BB 02100  
Old Parcel Number :R23350 1490  
Map Number :3149 T:01S R:03E S:05 Q:NW  
Owner :Rockwood Lanes Inc  
CoOwner :  
Site Address :18500 SE Stark St Portland 97233  
Mail Address :8100 Amf Dr Mechanicsville Va 23111  
Telephone :Owner: Tenant:

**SALES AND LOAN INFORMATION**

Transferred : Loan Amount :  
Document # :2068-0103 Lender :  
Sale Price : Loan Type :  
Deed Type : Interest Rate :  
% Owned : Vesting Type :

**ASSESSMENT AND TAX INFORMATION**

MktLand :\$783,280 Levy Code :901  
MktStructure :\$928,960 06-07 Taxes :\$15,005.48  
MktTotal :\$1,712,240 Exempt Amount :  
% Improved :54 Exempt Type :  
AssessedTotal:\$911,080

**PROPERTY DESCRIPTION**

Map Page & Grid :598 H6  
Census :Tract:98.01 Block:2  
Improvement Type :Yb Bowling Alley  
Zoning :Gc  
Subdivision/Plat :Eastwood  
Neighborhood Cd :700  
Land Use :201 Com, Improved  
Legal :EASTWOOD; TL 2100 LOT 10 MAP 3149  
:  
:

Profile-Page 1 of 2

**= METROSCAN PROPERTY PROFILE =**  
**Multnomah (OR)**

**OWNERSHIP INFORMATION**

Parcel Number :R153564  
Ref Parcel Number :1S3E05BB 02400  
Old Parcel Number :R23350 1540  
Map Number :3149 T:01S R:03E S:05 Q:NW  
Owner :Rockwood-stark Center Inc  
CoOwner :  
Site Address :18510 Wi/ SE Stark St Gresham 97233  
Mail Address :10626 SW Barbur Blvd Portland Or 97219  
Telephone :Owner: Tenant:

**SALES AND LOAN INFORMATION**

Transferred : Loan Amount :  
Document # :2105-0359 Lender :  
Sale Price : Loan Type :  
Deed Type : Interest Rate :  
% Owned : Vesting Type :

**ASSESSMENT AND TAX INFORMATION**

MktLand :\$436,490 Levy Code :901  
MktStructure :\$15,630 06-07 Taxes :\$3,287.07  
MktTotal :\$452,120 Exempt Amount :  
% Improved :3 Exempt Type :  
AssessedTotal :\$199,580

**PROPERTY DESCRIPTION**

Map Page & Grid :  
Census :Tract: Block:  
Improvement Type :Ja Fast Food  
Zoning :Gc  
Subdivision/Plat :Eastwood  
Neighborhood Cd :700  
Land Use :201 Com, Improved  
Legal :EASTWOOD; TL 2400 LOT 10 MAP 3149  
:  
:

Profile-Page 1 of 2

**= METROSCAN PROPERTY PROFILE =**  
**Multnomah (OR)**

**OWNERSHIP INFORMATION**

Parcel Number :R153566  
Ref Parcel Number :1S3E05BB 02500  
Old Parcel Number :R23350 1560  
Map Number :3149 T:01S R:03E S:05 Q:NW  
Owner :Rockwood-stark Center Inc  
CoOwner :  
Site Address :18510 SE Stark St Portland 97233  
Mail Address :PO Box 35370 Louisville Ky 40232  
Telephone :Owner: Tenant:

**SALES AND LOAN INFORMATION**

Transferred : Loan Amount :  
Document # :2105-0359 Lender :  
Sale Price : Loan Type :  
Deed Type : Interest Rate :  
& Owned : Vesting Type :

**ASSESSMENT AND TAX INFORMATION**

MktLand :\$204,000 Levy Code :901  
MktStructure :\$185,200 06-07 Taxes :\$3,648.77  
MktTotal :\$389,200 Exempt Amount :  
& Improved :48 Exempt Type :  
AssessedTotal :\$221,540

**PROPERTY DESCRIPTION**

Map Page & Grid :598 H6  
Census :Tract:98.01 Block:2  
Improvement Type :Ja Fast Food  
Zoning :Gc  
Subdivision/Plat :Eastwood  
Neighborhood Cd :700  
Land Use :201 Com, Improved  
Legal :EASTWOOD; TL 2500 LOT 10 MAP 3149  
:  
:

Profile-Page 1 of 2

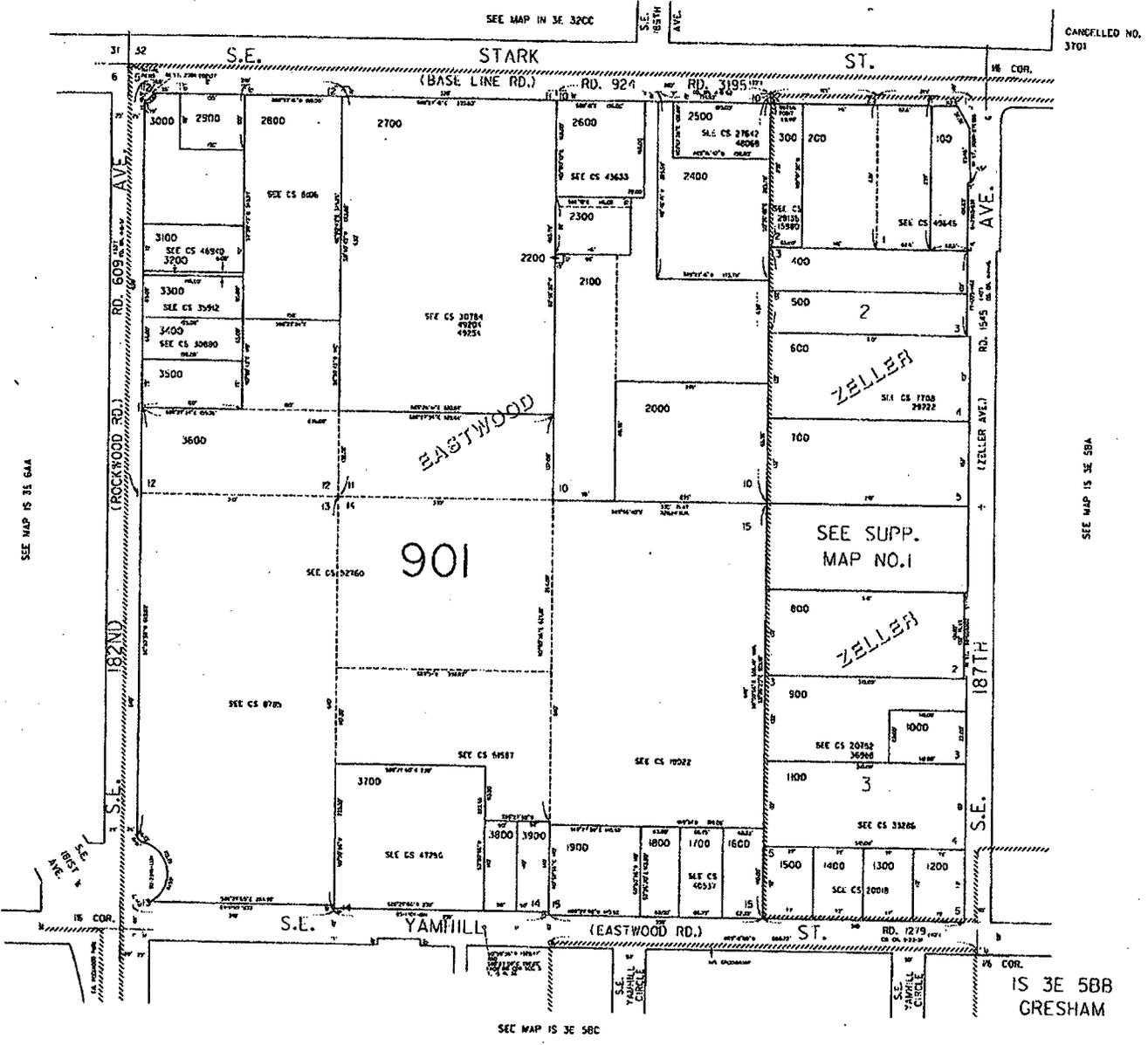
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

NW1/4 NW1/4 SEC.5 T.1S. R.3E. W.M.  
MULTNOMAH COUNTY  
1" = 100'

IS 3E 5BB  
GRESHAM

SEE MAP IN 3E 32CC

CANCELLED NO.  
3701



SEE MAP IS 3E 5AA

SEE MAP IS 3E 5BA

SEE MAP IS 3E 58C

IS 3E 5BB  
GRESHAM