



**Multnomah County Oregon**

## **Board of Commissioners & Agenda**

**connecting citizens with information and services**

### **BOARD OF COMMISSIONERS**

**Diane Linn, 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)

**Serena Cruz, Commission Dist. 2**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

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

Email: [serena@co.multnomah.or.us](mailto:serena@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  
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

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

**On-line Streaming Media, View Board Meetings**  
**[www.co.multnomah.or.us/cc/live\\_broadcast.shtml](http://www.co.multnomah.or.us/cc/live_broadcast.shtml)**

**On-line Agendas & Agenda Packet Material**  
**[www.co.multnomah.or.us/cc/agenda.shtml](http://www.co.multnomah.or.us/cc/agenda.shtml)**

**Americans with Disabilities Act Notice:** If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277, or Multnomah County TDD Phone (503) 988-5040, for information on available services and accessibility.

**JULY 20 & 22, 2004**

### **BOARD MEETINGS**

#### **FASTLOOK AGENDA ITEMS OF INTEREST**

Pg 2	10:30 a.m. Tuesday Elected Officials Work Session
Pg 3	9:30 a.m. Thursday Report of the Multnomah County Charter Review Committee
Pg 3	10:00 a.m. Thursday Appointments to Multnomah-Washington Regional Investment Board
Pg 3	10:10 a.m. Thursday Update on Revisions to the Homeless Families Plan
Pg 4	10:35 a.m. Thursday Resolutions Approving Leases to Pacific University and Klein Jewelers
Pg 4	10:40 a.m. Thursday First Reading and Possible Adoption of an Ordinance Amending County Land Use Code, Plans and Maps
Pg 4	11:10 a.m. Thursday Resolution Approving AFSCME, Local 88, Juvenile Custody Services Specialist Unit Labor Agreement
Pg 5	11:30 a.m. Thursday Executive Session

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info

or: <http://www.mctv.org>

Tuesday, July 20, 2004 - 10:30 AM  
Multnomah Building, Sixth Floor Commissioners Conference Room 635  
501 SE Hawthorne Boulevard, Portland

## **WORK SESSION**

- B-1 Multnomah County Elected Officials Planning for the Potential Repeal of the Multnomah County Temporary Personal Income Tax. Facilitated by Dave Boyer and Karyne Dargan. 1 HOUR REQUESTED.
- 

Thursday, July 22, 2004 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

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

- C-1 Reappointments of Robert Jones, Pietro Ferrari, Beth Palmer, Johnnie Bell and Trell Anderson to the MULTNOMAH COUNTY AFFORDABLE HOUSING REVIEW COMMITTEE (AHRC)

### **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

- C-2 Budget Modification BCS-01 Reclassifying New Fiscal Year 2005 Position in Budget Office from a Research / Evaluation 2 Position to a Budget Analyst Senior Position

### **DEPARTMENT OF COMMUNITY JUSTICE**

- C-3 Budget Modification DCJ-02 Adding \$9,500 from the Housing Authority of Portland to the Department of Community Justice Federal/State Fund

### **PUBLIC CONTRACT REVIEW BOARD**

- C-4 ORDER Approving an Exemption from the Competitive Bid Process to Purchase "First Choice" Ballistic Vests from Hammars Uniforms

- C-5 ORDER Approving an Exemption from the Competitive Bid Process to Purchase X26 Tasers from Keith's Sporting Goods

**REGULAR AGENDA - 9:30 AM**

**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.

**NON-DEPARTMENTAL - 9:30 AM**

- R-1 Report of the Multnomah County Charter Review Committee and RESOLUTION Submitting to the Voters Multnomah County Home Rule Charter Amendments Proposed by the County Charter Review Committee. Presented by Lynn Partin, Chair, and Kelly Carroll, Vice-Chair, Charter Review Committee. 30 MINUTES REQUESTED.
- R-2 Consideration and Appointment of Multnomah County Representatives to the Multnomah-Washington Regional Investment Board. Presented by Lisa Goldberg. 10 MINUTES REQUESTED.
- R-3 Update on Revisions to the Homeless Families Plan. Presented by Commissioner Lonnie Roberts; Jean DeMaster, Human Solutions; Susan Stoltenberg, Portland Impact; Kristin Wollen, Friendly House; Rick Nitti, Neighborhood House, and Invited Others. 15 MINUTES REQUESTED.

**DEPARTMENT OF HEALTH - 10:25 AM**

- R-4 NOTICE OF INTENT to Apply for a Federal Office of Minority Health Grant

**COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY - 10:30 AM**

- R-5 NOTICE OF INTENT to Apply for an Early Learning Opportunities Act (ELOA) Discretionary Grant

**DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 10:35 AM**

- R-6 RESOLUTION Authorizing an Amendment to a Real Property Lease to Pacific University for Property Located at 5329 NE Martin Luther King Jr. Boulevard, Portland, Oregon

- R-7 RESOLUTION Declaring a Portion of the Mead Building Located at 421 SW 5th Avenue, Portland, Oregon Known as 511 SW Washington, Portland, Oregon to be Surplus and Approving a Real Property Lease to Klein Jewelers
- R-8 First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency
- R-9 NOTICE OF INTENT to Apply for State Funds for Oregon Bicycle and Pedestrian Program Funds for Multnomah County CIP Project No. 301
- R-10 RESOLUTION Approving the 2004-2005 Labor Agreement Between Multnomah County and AFSCME, Local 88, Juvenile Custody Services Specialist Unit
- R-11 RESOLUTION Approving a Lease of Property Located at 912 NE Kelly, Suites 260 and 264, Gresham, Oregon, from 9th & Kelly LLC, for Office and Public Service Use by the District Attorney Support Enforcement Division
- R-12 RESOLUTION Declaring a Portion of the Leased Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Housecall Providers
- R-13 RESOLUTION Declaring a Portion of the Leased Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Loaves and Fishes Centers, Inc.
- R-14 RESOLUTION Declaring a Portion of the Leased Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Portland Impact



Thursday, July 22, 2004 - 11:30 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
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(1)(d) and (h). 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. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle and Gail Parnell. 30 MINUTES REQUESTED.



# **Maria Rojo de Steffey**

## **Multnomah County Commissioner, District 1**

Suite 600, Multnomah Building  
501 SE Hawthorne Boulevard  
Portland, Oregon 97214

Phone: (503) 988-5220  
FAX: (503) 988-5440  
Email: [district1@co.multnomah.or.us](mailto:district1@co.multnomah.or.us)

### **MEMORANDUM**

TO: Chair Diane Linn  
Commissioner Serena Cruz  
Commissioner Lisa Naito  
Commissioner Lonnie Roberts  
Clerk of the Board Deb Bogstad

FROM: Matthew Lashua - Staff Assistant to Commissioner Maria Rojo de Steffey

DATE: July 13, 2004

RE: Meeting Excuse

---

Due to another commitment, Commissioner Maria Rojo de Steffey will excuse herself from the regular Board meeting at 10:30 a.m. on Thursday, July 22, 2004.

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** C-1

**Est. Start Time:** 9:30 AM

**Date Submitted:** 07/01/04

---

**Requested Date:** 7/22/2004

**Time Requested:** N/A

**Department:** Non-Departmental

**Division:** Chair's Office

**Contact/s:** Chair Diane Linn, Delma Farrell

**Phone:** 503/988-3308

**Ext.:** 83308

**I/O Address:** 503/600

**Presenters:** Consent Calendar

---

**Agenda Title:** Reappointments of Robert Jones, Pietro Ferrari, Beth Palmer, Johnnie Bell and Trell Anderson to the Multnomah County Affordable Housing Review Committee (AHRC)

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Request Board approval of reappointments of Robert Jones, Pietro Ferrari, Beth Palmer, Johnnie Bell and Trell Anderson to the Multnomah County Affordable Housing Review Committee (AHRC)
  2. **Please provide sufficient background information for the Board and the public to understand this issue.** The AHRC makes recommendations to the Board of County Commissioners regarding disposition of tax foreclosed property for affordable housing under the procedures of the Affordable Housing Development Program. The AHRC is composed of representatives from the City of Gresham, the City of Portland, the Community Development Block Grant Urban County Policy Advisory Board, a philanthropic organization, the banking industry, the Citizen Involvement Committee and the Board of County Commissioners. Members are appointed to 2-year terms by the County Chair with approval by the Board of County Commissioners. H. C. Tupper of the Office of School and Community Partnerships, Division of Community Programs & Partnerships, is the staff liaison.
  3. **Explain the fiscal impact (current year and ongoing).** No current year/ongoing fiscal impact.

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

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

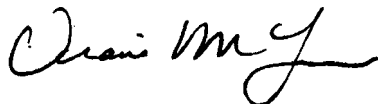
**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. No legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place. N/A

**Required Signatures:**

**Department/Agency Director:**



**Date: 7/1/2004**

# AGENDA PLACEMENT REQUEST

**BUD MOD #: BCS-01**

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 7-22-04  
DEBORAH L. BOGSTAD, BOARD CLERK

## Board Clerk Use Only:

Meeting Date: July 22, 2004  
Agenda Item #: C-2  
Est. Start Time: 9:30 AM  
Date Submitted: 07/12/04

---

**Requested Date:** July 22, 2004

**Time Requested:** N/A

**Department:** Finance, Budget & Tax Office

**Division:** Budget Office

**Contact/s:** Matt Nice

**Phone:** 988-3364

**Ext.:** 83364

**I/O Address:** 503/531

**Presenters:** Consent Calendar

---

**Agenda Title:** Budget Modification BCS-01 Reclassifying New Fiscal Year 2005 Position in Budget Office from a Research / Evaluation 2 Position to a Budget Analyst Senior Position

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

---

1. **What action are you requesting from the Board? What is the department/agency recommendation?**  
Approve budget modification (BCS-01) reclassifying the new FY05 position in Budget Office from a Research/ Evaluation 2 position to a Budget Analyst Sr. position.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
The Board requested additional research capacity in the Budget Office to independently evaluate County social services and prepare for the end of ITAX. Initially it was proposed that a Research/ Evaluation 2 position would be sufficient, however given the need for both program performance and cost-benefit analyses the Budget Office determined that a Budget Analyst Sr. position would be a more appropriate position. The position would have a better mix of needed analytical research and fiscal skills, and offer greater flexibility to provide the Board with evaluations and cost-benefit analyses.
3. **Explain the fiscal impact (current year and ongoing).**  
None (salary scales overlap).

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

**If a budget modification, explain:** The position was original proposed to be a Research Evaluation 2 position and would be reclassified into a Budget Analyst Sr. position.

- ❖ **What revenue is being changed and why?** None
- ❖ **What budgets are increased/decreased?** None
- ❖ **What do the changes accomplish?** Reclassification of a position with no fiscal impact
- ❖ **Do any personnel actions result from this budget modification? Explain.**  
NA
- ❖ **Is the revenue one-time-only in nature?** No
- ❖ **If a grant, what period does the grant cover?** NA
- ❖ **When the grant expires, what are funding plans?** NA

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:** NA

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:** NA

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

**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

**Required Signatures:**

Department/Agency Director: David Q Boyer Date: 07/13/04

Budget Analyst

By: Morini Date: 07/12/04

Dept/Countywide HR

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

**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 Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6086	61260	Research Evaluation 2	new	(1.00)	(47,000)	(21,568)	(2,585)	(71,153)
1000	9730	61260	Budget Analyst, Sr.	new	1.00	47,000	21,568	2,585	71,153
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	0	0	0	0

**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 Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	0	0	0	0



## AGENDA PLACEMENT REQUEST

**BUD MOD #: DCJ-02**

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 7.22.04  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only:

Meeting Date: July 22, 2004  
Agenda Item #: C-3  
Est. Start Time: 9:30 AM  
Date Submitted: 07/12/04

**Requested Date:** July 22, 2004

**Time Requested:** N/A

**Department:** Community Justice

**Division:** Juvenile Services

**Contact/s:** Shaun Coldwell

**Phone:** 503 988-3961

**Ext.:** 83961

**I/O Address:** 503/250

**Presenters:** Consent Calendar

**Agenda Title:** Budget Modification DCJ-02 Adding \$9,500 from the Housing Authority of Portland to the Department of Community Justice Federal/State Fund

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

**1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Department of Community Justice (DCJ) requests approval of a budget modification to increase the FY 2005 Federal/State budget by \$9,500 from the Housing Authority of Portland (HAP) to provide general maintenance on HAP properties by at-risk youth.

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

The Housing Authority of Portland Intergovernmental Agreement shall cover the period July 1, 2004 through September 30, 2004 for a crew of no fewer than 5 individuals to perform maintenance work on HAP properties. This partnership will provide work experience for teen youth who live in the Rockwood area and will include painting, removing graffiti, clearing brush, cleaning and trash removal. The purpose of this agreement is to provide at-risk youth the opportunity to learn skills and attitudes important for success in the future such as arriving for work on time, working with others

as a team and following instruction from a supervisor. The youth will work 6 hours each day, four days each week and will receive a stipend of \$7.50 for each hour worked for a 9-week period.

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

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

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?** The Federal/State Revenue for FY05 is being increased by \$9,500.
- ❖ **What budgets are increased/decreased?** The Federal/State budget for FY 2005 Juvenile Services Division is being increased by \$9,500. The Housing Authority of Portland Intergovernmental Agreement covers central and department indirect costs.
- ❖ **What do the changes accomplish?** This partnership will provide work experience for teen youth who live in the Rockwood area and will include painting, removing graffiti, clearing brush, cleaning and trash removal. The purpose of this agreement is to provide at-risk youth the opportunity to learn skills and attitudes important for success in the future. Important attitudes include arriving for work on time, working with others as a team and following instruction from a supervisor.
- ❖ **Do any personnel actions result from this budget modification? Explain.**  
N/A
- ❖ **Is the revenue one-time-only in nature?** Yes
- ❖ **If a grant, what period does the grant cover?** July 1, 2004 – September 30, 2004
- ❖ **When the grant expires, what are funding plans?** The program will be discontinued.

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**

- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

N/A

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

N/A

**Required Signatures:**

*Sharon L. Lusk for  
Joanne Fuller*

Department/Agency Director:

Date: 07/09/04

Budget Analyst

By:

*[Signature]*

Date: 07/12/04

Dept/Countywide HR

By: N/A

Date:

Budget Modification:

DCJ-02

**EXPENDITURES & REVENUES**

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	50-50	32144			CJ033.HAP	50220		(9,500)	(9,500)		Incr revenue Housing Authority of Portland for Summer Youth Work Project
2	50-50	32144			CJ033.HAP	60170		8,100	8,100		Incr Prof Svc for Youth Stipends
3	50-50	32144			CJ033.HAP	60240		352	352		Incr Supplies T-shirts, hats, gloves
4	50-50	32144			CJ033.HAP	60350		23	23		Incr Central Indirect \$8,452 x .27%
5	50-50	32144			CJ033.HAP	60355		363	363		Incr. Dept indirect \$8,452 x 4.29%
6	50-50	32144			CJ033.HAP	60360		662	662		Incr. Finance Ops \$8,452 x 7.84%
7								0			
8								0			
9	19	1000		9500001000		50310		(23)	(23)		Indirect reimbursement revenue in GF
10	19	1000		9500001000		60470		23	23		CGF Contingency expenditure
11								0			
12	50-00	1000		509600		50370		(363)	(363)		Incr Dept Indirect Revenue
13	50-00	1000		509600		60170		363	363		Incr. Prof Svc by Dept Indirect
14								0			
15	71-10	3506		711100		50310		(662)	(662)		Incr Fin Ops Svc Reimbursement
16	71-10	3506		711100		60240		662	662		Incr Fin Ops offsetting expenditure
17								0			
18								0			
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

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** C-4

**Est. Start Time:** 9:30 AM

**Date Submitted:** 07/12/04

---

**Requested Date:** July 22, 2004

**Time Requested:** N/A

**Department:** DBCS

**Division:** Business Services/CPCA

**Contact/s:** Franna Hathaway

**Phone** (503)988-5111

**Ext.:** 22651

**I/O Address:** 503/4

**Presenters:** Consent Calendar

---

**Agenda Title:** Order Approving an Exemption from the Competitive Bid Process to Purchase "First Choice" Ballistic Vests from Hammars Uniforms

**PCRB EXEMPTION REQUEST TO PURCHASE "FIRST CHOICE" BALLISTIC VESTS FROM HAMMARS UNIFORMS**

- 
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Sheriff's Office is requesting an exemption from the formal competitive bid process to purchase "First Choice" ballistic vests from Hammars Uniforms for two years. The Sheriff's Office requests the Board review and approval process be expedited because they have undertaken an intense training and equipping program for the staff working outside of secured facilities. Since this product has been identified as superior, they are not buying the current contracted ballistic vest and there are employees currently working without a vest. It is essential that the County provides ballistic vests to those working outside the secured facilities to ensure that they can safely perform their duties in the community.

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

The Sheriff's Office has determined that First Choice Ballistic Vests are superior to other brands offering the best, most cost effective protection and features to their personnel. These vests consistently outperform other manufacturers based on results during testing at the National Institute of Justice, an independent ballistic vest testing lab recognized by the industry. First Choice offers a ballistic vest with features especially suited to the needs of MCSO.

This procurement method is utilized because Hammars Uniforms is the sole source provider in Oregon (see attached letter).

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

MCSO anticipates purchases over a two year period will be \$200,000.

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

**If a budget modification, explain: NA**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: NA**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain: NA**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

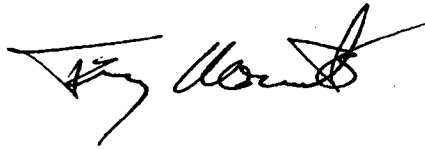
**4. Explain any legal and/or policy issues.**

This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 300-0050 and 310-0100(4).

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

NA

**Required Signatures:**



**Department/Agency Director:** \_\_\_\_\_

**Date:** 07/12/04

**Budget Analyst**

**By:**

**Date:**

**Dept/Countywide HR**

**By:**

**Date:**

**FIRST CHOICE  
ARMOR**  
With you. For life.

May 6, 2004

Ms. Gwen Tyler  
Purchasing Manager  
Multnomah County Sheriff's Office  
5622 N. E. Hassalo  
Portland, OR 97213

Dear Ms. Tyler:

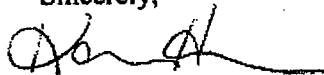
This statement is to confirm that the Distributor reflected below is authorized by First Choice Armor & Equipment, Inc. to furnish our products, coordinate alterations, exchanges and/or replacements. Hammars Uniform is our exclusive Distributor in the state of Oregon.

**HAMMARS UNIFORM**

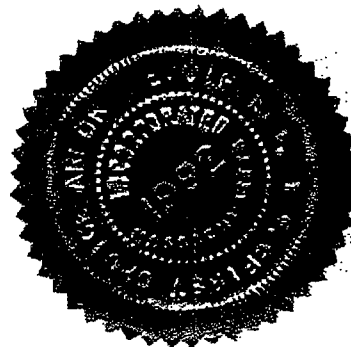
Contact: Susie Maxson  
1075 NE Corporate Drive  
Troutdale, OR 97060  
Tel: 503-667-4911  
Fax: 503-835-0265  
Email: [susie@hammarsuniform.com](mailto:susie@hammarsuniform.com)

If you should have any questions or require further information, please feel free to contact me at 508-559-0777 extension 12.

Sincerely,



Karen Herman  
President





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

**ORDER NO**

Approving an Exemption from the Competitive Bid Process to Purchase "First Choice" Ballistic Vests from Hammers Uniforms

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

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 300-0050 and 310-0100(4), a request from the Sheriff's Office for an exemption from the formal competitive bid process to purchase "First Choice" ballistic vests from Hammers Uniforms for two years.
- b. The Sheriff's Office has determined that First Choice Ballistic Vests are superior to other brands offering the best, most cost effective protection and features to their personnel. These vests consistently outperform other manufacturers based on results during testing at the National Institute of Justice, an independent ballistic vest testing lab recognized by the industry. First Choice offers a ballistic vest with features especially suited to the needs of MCSO.

This procurement method is utilized because Hammers Uniforms is the sole source provider in Oregon (see attached letter).

Cost savings are associated with training and equipping MCSO employees to avoid serious injuries or death.

Total purchases over a two year period are estimated to be \$200,000.

- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 300-0050 and 310-0100(4).

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

The exemption from the formal competitive bid process to purchase "First Choice" ballistic vests from Hammers Uniforms for two years is approved.

ADOPTED this 22nd day of July, 2004.

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

---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John Thomas, Assistant County Attorney

## BOGSTAD Deborah L

---

**From:** NAITO Terri W  
**Sent:** Wednesday, July 21, 2004 11:50 AM  
**To:** BOGSTAD Deborah L; HEIDENRICH Jay A  
**Cc:** BELL Iris D; KIRK Christine A; HATHAWAY Franna T; THOMAS John S; SOWLE Agnes; NAITO Lisa H; SMITH Andy J  
**Subject:** RE: request

Correction: Lisa requested that C-5 be moved to the regular agenda. I understand that Serena was requesting C-4 be moved.

### Terri Naito

OFFICE OF COMMISSIONER LISA NAITO  
Multnomah County

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

**From:** BOGSTAD Deborah L  
**Sent:** Wednesday, July 21, 2004 10:49 AM  
**To:** HEIDENRICH Jay A  
**Cc:** BELL Iris D; KIRK Christine A; HATHAWAY Franna T; THOMAS John S; NAITO Terri W; SOWLE Agnes; NAITO Lisa H; SMITH Andy J  
**Subject:** RE: request  
**Importance:** High

Thank you for letting me know that Commissioner Naito will be moving C-4 and C-5 from the consent calendar to the regular agenda. The Board usually considers those items right after approving the rest of the consent calendar. Sometimes the Chair allows public comment first, it is really up to her, I suggest you be there by 9:30, though – you shouldn't have to wait too long.

If you have a confidential record and you submit it for the Board's consideration, it is no longer confidential. I suggest you ask your attorney if you have additional questions on that issue.

If you want to make changes to the PCRB order submitted above, let me know and I will prepare a revision – I'd need the new dollar amount to plug into finding b. The Commissioners will need to approve the amendments/revised document during tomorrow's meeting.

**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](mailto:deborah.l.bogstad@co.multnomah.or.us)**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

7/21/2004

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

**From:** HEIDENRICH Jay A

**Sent:** Tuesday, July 20, 2004 11:01 AM

**To:** BOGSTAD Deborah L

**Cc:** BELL Iris D; KIRK Christine A; HATHAWAY Franna T

**Subject:** RE: request

Deb,

Spoke with Franna regarding the Vest issue. She mentioned one key document I submitted was not included since I marked it "confidential" and the potential for a public records request. This document contains the nuts and bolts of the issue/request. If you feel the BCC has adequate information to consider the request, I won't worry about it. If they're going to need more (the confidential memo), what do you suggest?

Also related to the vest request, I discussed during Board Staff yesterday the idea of modifying the request from 2 years to 4 months. During the 4 months, we would engage in the RFP process. Should I submit to you a document offering this modification to the original request?

Jay

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

**From:** KIRK Christine A

**Sent:** Tuesday, July 20, 2004 10:29 AM

**To:** HEIDENRICH Jay A; HATHAWAY Franna T; BOGSTAD Deborah L

**Cc:** BELL Iris D

**Subject:** request

Commissioner Naito's office has requested that the Tazer purchase be out on the regular agenda for Thursday. This means that both of the items (tazers and vests) are being moved from consent to regular.

Commissioner Naito's reasoning was this: there has been a lot of attention to the tazer issue recently. It would be good for the entire board to hear of the "Washougal" rule, that we document each use, the training, the use of force protocol. . . In the end it is better that the Board hear this and ask questions directly so they know when they get questions about it from the public.

Deb please let us know what time these items will be moved to. I suspect we need 10 minutes for both or maybe 15.

Christine

Christine Kirk

Multnomah County Sheriff's Office

501 SE Hawthorne Suite 350, Portland OR 97214

503-988-4301, fax 503-988-4316

Inter-office mail - 503/350/kirk

7/21/2004



**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**

---

TO: Deb Bogstad, Board Clerk

Cc: Franna Hathaway, Manager CPCA

FROM: Lieutenant Jay Heidenrich, Training Unit Commander 

DATE: July 21, 2004

SUBJECT: Amendment to Request Accelerated Board Review and Approval of  
Sole Source, Single Seller Exemption for "First Choice" Ballistic  
Vests, for MCSO

---

On behalf of Sheriff Giusto, I am submitting this modification to our initial request for an exemption to purchase "First Choice" ballistic vests for the Agency.

**Contract Duration**

In our initial submittal, the Sheriff's Office requested a two-year exemption. We reconsidered this element of the request and wish to modify this period to four months. During this 4-month period, we will undertake a formal bid process.

As we have undertaken an aggressive training and equipping program to protect our employees working in specialized areas, it is important we have the ability to continue purchasing vests during this bid period. We have determined our currently contracted vender does not offer the equipment we identified as superior through a workgroup process recently conducted.

**Project Budget Information.**

During this 4-month period, we anticipate potential expenditures not exceeding \$80,000.

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

---

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 7/22/04

SUBJECT: Sheriff's Office Purchase of Body Armor - First  
Chord Ballistic Vest

AGENDA NUMBER OR TOPIC: C-4

FOR: \_\_\_\_\_ AGAINST: X THE ABOVE AGENDA ITEM

NAME: Roger Hedman

ADDRESS: 9047 SW Barber Blvd.

CITY/STATE/ZIP: Portland OR 97219

PHONE: DAYS: 503-452-5055 EVES: 206-755-4999

EMAIL: roger@blumenthaluniforms.com FAX: 503-452-2663

SPECIFIC ISSUE: 4 Month Exemption from Public Contract  
Review Procurement Board

WRITTEN TESTIMONY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

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

**ORDER NO. 04-099**

Approving a Four Month Exemption from the Competitive Bid Process to Purchase "First Choice" Ballistic Vests from Hammars Uniforms

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

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 300-0050 and 310-0100(4), a request from the Sheriff's Office for a four month exemption from the formal competitive bid process to purchase "First Choice" ballistic vests from Hammars Uniforms.
- b. The Sheriff's Office determined that First Choice Ballistic Vests are superior to other brands offering the best, most cost effective protection and features to their personnel. First Choice offers a ballistic vest with features especially suited to the needs of MCSO.
- c. The Sheriff's Office has undertaken an aggressive training and equipping program to protect it employees working in specialized areas, it is important the Sheriff's Office have the ability to continue purchasing vests during this bid period. The Sheriff's Office has determined its currently contracted vender does not offer the equipment identified as superior through a workgroup process recently conducted, therefore during this 4-month period, the Sheriff's Office will undertake a formal bid process.

This procurement method is utilized because Hammars Uniforms is the sole source provider in Oregon (see attached letter).

Cost savings are associated with training and equipping MCSO employees to avoid serious injuries or death. Total purchases over a four month period are estimated to be \$80,000.

- d. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 300-0050 and 310-0100(4).

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

The exemption from the formal competitive bid process to purchase "First Choice" ballistic vests from Hammars Uniforms for four months is approved.

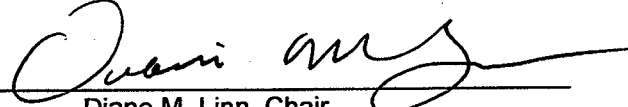
ADOPTED this 22nd day of July, 2004.



AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John Thomas, Assistant County Attorney

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

  
Diane M. Linn, Chair

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** C-5

**Est. Start Time:** 9:30 AM

**Date Submitted:** 07/14/04

---

**Requested Date:** July 22, 2004

**Time Requested:** N/A

**Department:** DBCS

**Division:** Business Services/CPCA

**Contact/s:** Franna Hathaway

**Phone:** (503)988-5111

**Ext.:** 22651

**I/O Address:** 503/4

**Presenters:** Consent Calendar

---

**Agenda Title:** Order Approving an Exemption from the Competitive Bid Process to Purchase X26 Tasers from Keith's Sporting Goods

**PCRB EXEMPTION REQUEST TO PURCHASE X26 TASERS FROM KEITH'S SPORTING GOODS**

---

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Sheriff's Office is requesting an exemption from the formal competitive bid process to purchase X26 Tasers from Keith's Sporting Goods for two years. MCSO requests the Board review and approval process be expedited. They have undertaken an aggressive program to better train and equip Corrections Deputies who routinely work outside of the secured/controlled facilities, and have determined that this is an outstanding defensive tool. Several units, such as the Work Crews, Transport, Close Street Supervision, and Court Services perform their functions in areas where any type of weapon can be present and they may be subjected to any risks. The Sheriff is concerned MCSO employees may be at an unnecessary disadvantage for protecting themselves, the community and potentially the inmates they supervise without the option of this additional tool and the training they are now providing. MCSO would like to provide this tool as soon as possible to the Deputies so that they have the ability to restrain

combative inmates without physical contact and possible injury to themselves as well as the inmates.

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

Taser is a brand name and the only device performing the function of delivering an electrical charge to disable a combative person specifically authorized for carry/use by the Sheriff. The device is the industry standard. MCSO has people specifically certified to carry and instruct in the use of the Taser. The Taser is an extremely effective and less lethal tool in many scenarios involving combative individuals. In most situations it does not require personnel to personally struggle with a combative person. It does not result in injuries to the combative person such as the use of a baton, and it does not present the problem of "secondary contamination" such as the use of pepper sprays in public areas. This tool is commonly respected in the public safety industry capable of safely and effectively immobilizing combative individuals.

This procurement method is utilized because Keith's Sporting Goods is the sole source distributor in Oregon (see attached letter).

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

MCSO anticipates purchases over a two year period will be \$186,000.

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

**If a budget modification, explain: NA**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: NA**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain: NA**

- ❖ Who is the granting agency?



- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

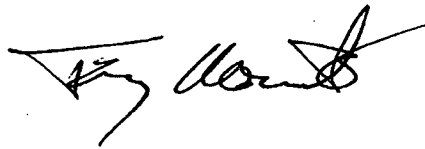
**4. Explain any legal and/or policy issues.**

This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 300-0050 and 310-0100(4).

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

NA

**Required Signatures:**



**Department/Agency Director:** \_\_\_\_\_

**Date:** 07/14/04

**Budget Analyst**

**By:**

**Date:**

**Dept/Countywide HR**

**By:**

**Date:**



# 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

## MEMORANDUM

TO: Franna Hathaway, Manager CPCA

FROM: Lieutenant Jay Heidenrich, Training Unit Commander 

DATE: June 17, 2004

SUBJECT: Request Accelerated Board Review and Approval of Sole Source, Single Seller Exemption for the X26 Tasers

RECEIVED  
PURCHASING SECTION  
2004 JUN 22 AM 10:56  
MULTNOMAH COUNTY

On behalf of Sheriff Giusto, I am submitting this request for an exemption to purchase X26 Tasers for the Agency.

### Background

The Sheriffs Office requests an exemption from the competitive bidding process to acquire Tasers from a Sole Source Vendor, Keith's Sporting Goods which is the only authorized local dealer in Oregon. Taser is a brand name and the only device performing this function (delivering an electrical charge to disable a combative person) specifically authorized for carry/use by the Sheriff. The device is the industry standard. We have people specifically certified to carry and instruct in the use of the Taser.

### Contract Duration

The Sheriffs Office anticipates contracting and/or making purchases of the X26 Taser from, Keith's Sporting Goods for a minimum of 2 Years.

### Cost Savings & Findings Supporting Cost Savings

Being the Sole Source, we are not afforded a cost savings in the price of the equipment. Any savings will be in the way of avoiding personal injuries to personnel, combative subjects, and innocent bystanders in the event MCSO personnel must subdue a combative individual. Keith's Sporting Goods is a local distributor and funds will be spent locally.

### Why an Exemption Would Not Encourage Favoritism

The Taser X26 is only available through the local distributor, Keith's Sporting Goods.

### **Compelling Operational Budgetary and Financial Data**

As mentioned above, this tool has several advantages over existing law enforcement tools. In some situations, this tool should limit injuries to personnel, combative persons, and the public having a positive influence on time-loss injuries, risk management claims by combatants and innocent bystanders.

### **Benefits to the Public**

The Taser is an extremely effective tool in many scenarios involving combative or potentially combative individuals. The device provides a "less-lethal" option that:

1. In most appropriate situations, does not require personnel to personally struggle with a combative person. Having personal contact under these circumstances can result in injury to the employee and may result in the combative person gaining control of other weapons the employee carries elevating the level of force needed to resolve the situation;
2. Does not, based on industry literature, result in injuries to the combative person such as the use of a baton; and,
3. Does not present the problem of "secondary contamination" such as the use of pepper sprays in public areas such as the Courthouse or Hospitals.

### **Specialized Expertise**

This tool is commonly respected in the public safety industry capable of safely and effectively immobilizing combative individuals. This tool is especially better suited to control combative individuals in some situations.

### **Market Conditions**

Sole source distributor as mentioned above.

### **Technical Complexity**

The Taser is a highly technical device and only available through a Sole source distributor as mentioned above.

**MCSO EXEMPTION REQUEST FOR TASER X26**

June 17, 2004

Page 3

**Funding Sources**

Budgeted MCSO funds.

**Estimated Start/Expiration Dates:**

May 04-May 06

**Project Budget Information.**

The initial order placed in January - \$55,000

Second order (pending) - \$ 76,000

Subsequent orders placed within next 2 years should not exceed \$55,000

Total of \$186,000



# 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

---

TO: Catherine Kwong

FROM: Lieutenant Jay Heidenrich, Training Unit Commander 

DATE: July 13, 2004

SUBJECT: Taser Exemption Request - Supplemental Information

---

Upon your request, I am submitting this additional information regarding the Sheriff's Office interest in an "Accelerated Review" of our Exemption Request for "Sole Source" acquisition of Tasers.

The Sheriff's Office has undertaken an aggressive program to better train and equip our Corrections Deputies who routinely work outside of the secured/controlled facilities. Several of our specialty units, such as the Work Crews, Transport, Close Street Supervision, and Court Services perform their functions in areas in which any type of weapon can be present and they may be subjected to any number of risks. The Sheriff is concerned our employees may be at an unnecessary disadvantage for protecting themselves, the community and potentially the inmates they supervise without the option of this additional tool and the training we are now providing.

As part of the training program, we developed scenarios for the employees to evaluate the situation and respond either through communication or a level of force depending on the setting and circumstances. Many of these scenarios have illustrated the benefit of employees having the option of carrying this tool. Based on this, the Sheriff's Office has concluded this is an outstanding defensive tool and we are eager to provide this option.

**TASER**  
INTERNATIONAL7860 E McClain Drive, Suite 2 \* Scottsdale, Arizona \* 85260 \* 480-991-0797 \* Fax 480-991-0791 \* [www.taser.com](http://www.taser.com)

To Whom it May Concern,

This letter is to confirm TASER<sup>®</sup> International, Inc. is the sole source manufacturer of the less-lethal TASER X26 Model 26000, 26001, & 26005 and the M26 Model 44000 and 44005.

TASER International is also the sole source manufacturer of the patented, 15-foot Air Cartridges, Model 34200, and 34228 and the patented, 21-foot Air Cartridges, Model 44200, 44201, 44205, and 44228. The Air Cartridges are required for the unit to function in the remote TASER mode.

These are some of the unique features the ADVANCED TASERS that are not found with other TASERS:

The ADVANCED TASER M26 and X26 are the only less-lethal weapons systems that can stop an aggressive, focused combat trained attacker.

The TASER X26 directly stimulates motor nerve and muscle tissue, causing incapacitation regardless of mental focus, training, size, or drug induced dementia.

The TASER X26 comes with an on-board memory chip to download 2,000 past firings based on the time and date the unit was fired to protect officers from unfounded charges of misuse of force.

The ADVANCED TASER has over 94.9% field effectiveness rating.

The ADVANCED TASER M26 and X26 uses the exact same hand motions and muscle memory as standard 9 mm semi-automatic pistols, drastically reducing the amount of time required to train. User training and instructor training materials are all on CDrom for ease of reproduction for training.

Propulsion System for all air cartridges is compressed nitrogen (1800 lbs/in<sup>2</sup>).

**The Sole Authorized Police Distributor for OR is**

Keith's Sporting Goods  
95 NE Victory Ave  
Gresham, OR 97030  
Phone: 503-492-6999  
Fax: 503-661-1524

00120701 0011 100 400 001 0181 11 INC 02

Please note the ADVANCED TASER<sup>®</sup>, AIR TASER<sup>®</sup> and TASER<sup>®</sup> are registered trademarks. TASER-Wave<sup>™</sup> is a trademark of TASER International Inc. Patent: U.S. 5,078,117 and others pending in the U.S. and Worldwide. Copyright 1999 TASER International, Incorporated.

Please contact us at 800-978-2737 with any questions.

Sincerely,

A handwritten signature in cursive script, reading "Stacie Sundberg". The signature is written in black ink and is positioned above the printed name and title.

Stacie Sundberg  
Vice President, Sales

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

**ORDER NO**

Approving an Exemption from the Competitive Bid Process to Purchase X26 Tasers from Keith's Sporting Goods

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

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 300-0050 and 310-0100(4), a request from the Sheriff's Office for an exemption from the formal competitive bid process to purchase X26 Tasers from Keith's Sporting Goods for two years.
- b. Taser is a brand name and the only device performing the function of delivering an electrical charge to disable a combative person specifically authorized for carry/use by the Sheriff. The device is the industry standard. MCSO has people specifically certified to carry and instruct in the use of the Taser. The Taser is an extremely effective and less lethal tool in many scenarios involving combative individuals. In most situations it does not require personnel to personally struggle with a combative person. It does not result in injuries to the combative person such as the use of a baton, and it does not present the problem of "secondary contamination" such as the use of pepper sprays in public areas. This tool is commonly respected in the public safety industry capable of safely and effectively immobilizing combative individuals.

This procurement method is utilized because Keith's Sporting Goods is the sole source provider in Oregon (see attached letter).

Cost savings will result in avoiding personal injuries to personnel, combative subjects and innocent bystanders in the event MCSO personnel must subdue a combative individual.

Total purchases over a two year period are estimated to be \$186,000.

- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 300-0050 and 310-0100(4).

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

The exemption from the formal competitive bid process to purchase X26 Tasers from Keith's Sporting Goods for two years is approved.

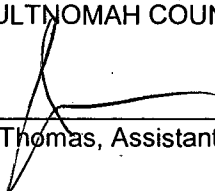
ADOPTED this 22nd day of July, 2004.

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

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By  \_\_\_\_\_  
John Thomas, Assistant County Attorney



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

**ORDER NO. 04-100**

Approving an Exemption from the Competitive Bid Process to Purchase X26 Tasers from Keith's Sporting Goods

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

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 300-0050 and 310-0100(4), a request from the Sheriff's Office for an exemption from the formal competitive bid process to purchase X26 Tasers from Keith's Sporting Goods for two years.
- b. Taser is a brand name and the only device performing the function of delivering an electrical charge to disable a combative person specifically authorized for carry/use by the Sheriff. The device is the industry standard. MCSO has people specifically certified to carry and instruct in the use of the Taser. The Taser is an extremely effective and less lethal tool in many scenarios involving combative individuals. In most situations it does not require personnel to personally struggle with a combative person. It does not result in injuries to the combative person such as the use of a baton, and it does not present the problem of "secondary contamination" such as the use of pepper sprays in public areas. This tool is commonly respected in the public safety industry capable of safely and effectively immobilizing combative individuals.

This procurement method is utilized because Keith's Sporting Goods is the sole source provider in Oregon (see attached letter).

Cost savings will result in avoiding personal injuries to personnel, combative subjects and innocent bystanders in the event MCSO personnel must subdue a combative individual.

Total purchases over a two year period are estimated to be \$186,000.

- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 300-0050 and 310-0100(4).

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

The exemption from the formal competitive bid process to purchase X26 Tasers from Keith's Sporting Goods for two years is approved.

ADOPTED this 22nd day of July, 2004.



AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
John Thomas, Assistant County Attorney

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

  
Diane M. Linn, Chair

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 7/22/04  
SUBJECT: SAVE MONTAUCULA LIBRARY

AGENDA NUMBER OR TOPIC: Getting to Yes

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM  
NAME: SANDRA MCDANIEL

ADDRESS: 1435 NE 73

CITY/STATE/ZIP: PHD OR 97213

PHONE: DAYS: 257-3346  
232-8304 EVES:

EMAIL: FAX:

SPECIFIC ISSUE:

WRITTEN TESTIMONY:

READ for META Stefan

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 7/22/04  
SUBJECT: Montavilla Library

AGENDA NUMBER OR TOPIC: Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Maureen Wright

ADDRESS: 1505 SE Madison Street

CITY/STATE/ZIP: Portland OR 97214

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: Montavilla Library restore 1939  
deed restriction & re-open as a

WRITTEN TESTIMONY: volunteer run, private  
public partnership, as 'a cost-  
effective, and efficient solution  
for to deliver public services to  
under-served neighborhoods

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

**Testimony**  
**Save Montavilla Library**  
**Maureen Wright**  
**July 22, 2004**

Citizens eagerly anticipate the day that you County Commissioners cut the ribbon to celebrate our final public private partnership agreement and re-open Montavilla Library as a neighborhood Library into perpetuity with its 1934 deed restriction restored. First, we need your helpful consideration of possibilities and your vote.

From one end of the County to another, and across a diverse spectrum of backgrounds, people rally around a constructive solution for the current period of extreme economic hardship. Sole proprietors, small businesses like Flying Pie Pizzeria (recipient for three consecutive years of Portland's Best Bites Award) and major corporate citizens like Safeway expect a favorable response from Multnomah County Commissioners. County residents from Gresham to Warren cities from Alameda to Sellwood-Mooreland to Mt. Tabor to St. Johns to Buckman neighborhoods (and elsewhere) eagerly endorse the plan for Montavilla Library to re-open (as a volunteer-run library, cost-effective, as well as an efficient and innovative response to an urgent and critical community need).

Obviously the people of Multnomah County care a lot about Montavilla Library. We care very much about your response to a neighborhood's constructive and common-sense solutions. We care about citizen's input to achieve the common public good through governmental processes.

Montavilla Library captures people's minds and warms our hearts.

Montavilla Library fulfills the legacy of the children and adults of the Great Depression who sacrificed their pennies, nickels, and efforts to achieve Montavilla Library for future generations.

Our proposal for Montavilla Library is an innovative, cost-effective, efficient and first-of-its-kind model for Multnomah County.

Montavilla Library is a symbol of Multnomah County Commissioners' response to public involvement, the public trust, and representational government. More than that, Montavilla Library is about libraries and neighborhoods' say about their own nearby neighborhood land-uses.

On July 14, 2004, Multnomah County received Testimony from the City of Gaston about its highly successful volunteer-run non-profit Library in existence for more than 14 years. At first glance, Gaston looks like an excellent initial prospective and approximate model for our private public partnership for Montavilla Library as non-profit and volunteer-run library.

The City of Gaston's City Recorder's testified that:

- Volunteer-run library services "are cost-effective, efficient and true to the nature of good government."
- The municipality "owns the building, pays the utilities and overhead, leases the building for \$1 a year. The non-profit takes care of the other operating expenses."
- For local government's who provide the building and basic overhead for volunteer-run libraries, "The cost is insignificant but the public service benefits are immense."
- "There is money available from private foundations...federal funds...such as the federal Community Development Block Grant Program and the endowment for the arts...for [volunteer run] libraries."
- "Every year the library grows stronger...typically one person who loves libraries emerges as a natural leader"
- Over the 14 years, there has been labor-turn-over among the volunteers; and the volunteer run library grew stronger.
- "The Save Montavilla Library public private partnership sounds like a win-win proposition for all Oregonians. When neighbors provide public services that helps more than your one County that helps all municipalities."
- "The neighborhood-based Montavilla Library seems like a reasonable accommodation for elderly people, parents with children and non-drivers, who find travel beyond easy walking distance a personal or financial hardship."
- "The job of local government is to encourage and support efforts of local citizens to provide services that enhance their lives."
- "The combined private public partnership between [the volunteer-run] Library and our government has only been a benefit to all parties concerned."
- "Libraries are natural gathering places that build strong communities and break down barriers to loneliness and isolation that plague modern life."

Save Montavilla Library received a general request from you the Multnomah County Commissioners for a business plan to show that we meet the requirements for the County to lease Montavilla Library for \$1 a year into perpetuity, or some similar beneficial arrangement, for the public good.

Please provide us with at least three examples within 10 business days of satisfactory business plans. Your examples are the template for Montavilla Library's business plan. We understand that either too much or too little information can stall your consideration and approval. We hope to provide you with exactly what you need the first time to "Get to Yes" sooner.

Thank you for your favorable consideration and support.

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-1

**Est. Start Time:** 9:30 AM

**Date Submitted:** 07/14/04

---

**Requested Date:** Thursday, July 22, 2004

**Time Requested:** 30 minutes

**Department:** Non-Departmental

**Division:** County Attorney

**Contact/s:** Agnes Sowle

**Phone:** (503) 988-3138

**I/O Address:** 503/500

**Presenters:** Lynn Partin, Chair, and Kelly Carroll, Vice-Chair, Multnomah County Charter Review Committee

---

**Agenda Title:** Report of the Multnomah County Charter Review Committee and Resolution Submitting to the Voters Multnomah County Home Rule Charter Amendments Proposed by the County Charter Review Committee

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Adopt Resolution certifying seven measures, ballot designations, titles and charter text to the Director of Elections and directing publication in the county voter's pamphlet for the November 2 election.
  2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Multnomah County Charter requires a review committee to be appointed every six years. State legislators from the county appointed a 15-member committee. The Committee began its work in October 2003 and held 15 public meetings, including hearings in the four county commission districts. It made a comprehensive study of the charter.

The Committee will present its final report to the people of Multnomah County and the Board on July 22, 2004. The report recommends voter approval of seven measures that would amend the Charter. The Charter requires that all amendments proposed by the

committee be submitted to Multnomah County voters. The measures will be on the November 2, 2004, general election ballot. Most of the measures involve policy decisions and may be controversial. Some of the measures relate to housekeeping matters and are not controversial.

#### **Policy Measures:**

##### **Measure B – Salary Commission**

Amends Charter section 4.30 to permit salary commission, appointed by the auditor, to set chair and commissioner salaries, rather than allowing the Board to set its own salaries.

##### **Measure C – Lobbyist**

Repeals Charter section 6.50(2) bar on paid county lobbyist. Allows county to hire paid advocate to represent county and its citizens in Salem and Washington D.C. Allows County to have same representation as other counties and cities.

##### **Measure D – County Term Limits**

Repeals Charter section 6.50(3) restriction on eligibility to serve more than two consecutive four-year terms in any county elective office within a 12-year period. Permits voters to limit terms at elections. Increases experience and expertise of county elected officials. Makes Multnomah County consistent with other counties and cities.

##### **Measure E – Running for Office Midterm**

Repeals Charter section 6.50(4) midterm ban on running for another elective office and allows elected official to file for another office without ending their current term and creating a vacancy. Makes Multnomah County consistent with other counties and cities.

#### **Housekeeping Measures:**

##### **Measure A – Majority Vote Required**

Repeals Charter subsection 3.20(3) to resolve an inconsistency in the number of votes required to elect county commissioners—i.e., currently, the candidate with the *highest number* of votes is elected to the board, but a *majority* vote is required for other officers or partial board terms.

##### **Measure F – Civil Service Commission Terms**

Amends Charter section 7.20 to reduce the volunteer civil service commission terms from six years to three years, with one member's term expiring each year.

##### **Measure G – Nomination of Replacement Candidates After Primary**

Repeals outdated reference to state law for nominating replacement candidates after primary—Charter subsection 11.15(5).

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

If a budget modification, explain: N/A

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain: N/A

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues.** Reports Committee findings, conclusions and recommendations as required by Charter section 12.60 and submits proposed charter amendments to the people as required by Charter section 12.70.
5. **Explain any citizen and/or other government participation that has or will take place.** The CRC held 15 public meetings, including hearings in the four county commission districts.

**Required Signatures:**

**Department/Agency Director:**



**Date: 7/12/2004**



**REPORT OF THE  
MULTNOMAH COUNTY  
CHARTER REVIEW  
COMMITTEE**

**JUNE 8, 2004**



# CHARTER REVIEW COMMITTEE

## MULTNOMAH COUNTY, OREGON

### MEMBERS

Lynn Partin, Chair  
Kelly Carroll, Vice Chair  
Winfield "Skip" White  
Jane Netboy  
Kris Hudson  
Mary McArthur  
Phil Hamilton  
Shane Jackson

Spencer Leese  
Melvin Oden-Orr  
Jim Westwood  
Teena Ainslie  
Annette Mattson  
Frank "Lloyd" Culbertson  
Roger Vonderharr

June 8, 2004

Board of Commissioners  
Multnomah County  
501 SE Hawthorne Blvd., Suite 600  
Portland, Oregon 97214

Dear Commissioners:


Attached is the report to the people and to the Board of County Commissioners required by Multnomah County Home Rule Charter section 12.60. The report contains the Committee's findings, conclusions and recommendations including proposed amendments to the Charter.

The Committee began its work in October 2003 and held 15 public meetings. It made a comprehensive study of the charter. It held public hearings in each commission district. Its record includes detailed minutes and other materials that have been filed with the Clerk of the Board. The Committee recommends seven ballot measures proposing Charter amendments.

The Committee thoroughly reviewed the current structure and future needs of the County. It offers this report to further the best interests of the people and government of Multnomah County.

Respectfully submitted,

CHARTER REVIEW COMMITTEE

  
\_\_\_\_\_  
Lynn Partin, Chair

Enclosure (1)

# TABLE OF CONTENTS

## PART I FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

MARRIAGE LICENSES .....	1
CITIZEN INVOLVEMENT .....	2
CHAIR AUTHORITY .....	3
MERGER OF ADULT COMMUNITY JUSTICE .....	4
WITH SHERIFF'S OFFICE .....	4
HOUSEKEEPING .....	5
INSTANT RUNOFF AUTHORITY .....	6
PARTISAN ELECTIONS .....	7
MEASURE A MAJORITY VOTE REQUIRED .....	8
MEASURE B SALARY COMMISSION .....	9
MEASURE C LOBBYIST .....	10
MEASURE D TERM LIMITS .....	12
MEASURE E MIDTERM RESIGNATION .....	13
MEASURE F CIVIL SERVICE COMMISSION TERMS .....	14
MEASURE G NOMINATION OF REPLACEMENT CANDIDATES .....	15

## PART II RESOLUTION, PROPOSED BALLOT TITLES, EXPLANATORY STATEMENTS AND CHARTER TEXT .....

17

RESOLUTION .....	18
BALLOT MEASURE A .....	20
Text of Charter Amendments for Ballot Measure A - Majority Vote Required .....	21
BALLOT MEASURE B .....	22
Text of Charter Amendments for Ballot Measure B - Salary Commission .....	23
BALLOT MEASURE C .....	24
Text of Charter Amendments for Ballot Measure C - Lobbyist .....	25
BALLOT MEASURE D .....	26
Text of Charter Amendments for Ballot Measure D - Repealing Term Limits .....	27
BALLOT MEASURE E .....	28
Text of Charter Amendments for Ballot Measure E - Midterm Resignation .....	29
BALLOT MEASURE F .....	30
Text of Charter Amendments for Ballot Measure F - Civil Service Commission Terms .....	31
BALLOT MEASURE G .....	32
Text of Charter Amendments for Ballot Measure G - Nomination of Replacement Candidates .....	33

**PART I**

**FINDINGS, CONCLUSIONS  
AND  
RECOMMENDATIONS**

## MARRIAGE LICENSES

### ***Committee Findings:***

- a. The Multnomah County Home Rule Charter Chapter VI, Administration, provides for the authority and duties of the Chair and for the establishment of administrative departments of the County, among other administrative issues. It does not address marriage licenses.
- b. Commissioner Lonnie Roberts proposed a Charter amendment to Chapter VI which would prohibit any Multnomah County official from issuing marriage licenses to couples of the same gender.
- c. On the request of then Chair of the Committee, Lloyd Culbertson, County Attorney prepared and presented a proposal which restated Article I Section 8 of the Oregon Constitution.
- d. Issuance of marriage licenses is primarily a state-wide concern addressed in state statutes. The County Charter confers powers to the county on matters of county concern subject to the restrictions imposed on it by the Constitution and laws of the State.
- e. Multnomah County is a party to several lawsuits in which the constitutionality of prohibiting same gender marriages is an issue. The rulings from those lawsuits may make any measure or Charter amendment passed by the voters moot or unconstitutional.
- f. The Committee considered the two proposals, the information gathered by committee members and the written report of the sub-committee, and heard and read public testimony.

### ***Committee Conclusions:***

It is not in the best interests of the County to place a measure on the ballot that would amend the Charter to prohibit same gender marriages at this time.

### ***Committee Recommendations:***

Propose no Charter amendment relating to same gender marriages.

## **CITIZEN INVOLVEMENT**

### ***Committee Findings:***

The Multnomah County Home Rule Charter contains section 3.75 that creates an office of citizen involvement.

The 1998 Charter Review Committee undertook a comprehensive examination of section 3.75. After considering the Charter section, the citizen involvement ordinance, and the testimony of members and staff of the Citizen Involvement Committee, it proposed no Charter amendment relating to section 3.75. It recommended reexamination by the next Charter Review Committee.

The Committee considered the section and took testimony from the Chair of the Citizen Involvement Committee.

### ***Committee Conclusions:***

Citizen involvement is an important part of county government structure and operations. It is required and encouraged by county ordinance.

Section 3.75 allows the Citizen Involvement Committee to operate with substantial leeway. Any changes to the structure of CIC would be better incorporated into ordinance.

### ***Committee Recommendations:***

Propose no Charter amendment relating to section 3.75 at the 2004 general election.

## **CHAIR AUTHORITY**

### ***Committee Findings:***

The Multnomah County Home Rule Charter contains section 6.10(3) that provides the chair of the board of commissioners has sole authority to appoint administrative officers and employees of the county, except for the personal staff or employees of elective county offices, and appointment of department heads is subject to consent of a majority of the Board.

In 1984, Multnomah County voters approved a measure eliminating the position of county executive and making the board chair, elected at large, the chief executive officer and personnel officer of the county, performing all functions previously assigned to the county executive.

The Committee considered and studied each word of section 6.10(3). The Committee heard testimony from two County Commissioners and a County human resources manager.

The Committee considered and weighed the advantages and disadvantages of proposing additional language to 6.10(3) specifying that:

- the Board must also approve the compensation package of a proposed department head;
- the Board must approve the appointment of a department head before any offer is made to the department head; and
- any offer made to a proposed department head specifically is made contingent upon Board approval.

### ***Committee Conclusions:***

The current language of 6.10(3) requires that any offer made to a proposed department head is contingent upon getting Board approval prior to the offer.

Additional language would not increase the Board's authority to approve department heads or their compensation.

Section 6.10(3) should not be amended at this time.

### ***Committee Recommendations:***

Propose no Charter amendment relating to section 6.10(3) at the 2004 general election.

## **MERGER OF ADULT COMMUNITY JUSTICE WITH SHERIFF'S OFFICE**

### ***Committee Findings:***

The Multnomah County Home Rule Charter contains section 6.50(1) that provides for an elected sheriff for the function prescribed by state law and sole administration of all county jails and correctional institutions.

Multnomah County voters adopted section 6.50(1) in 1982.

The Board established the current Department of Community Justice and prescribed its functions as specified by Charter section 6.20, adopted with the original charter in 1966.

Commissioner Lonnie Roberts proposed a Charter amendment to merge the Adult Services Division of the Department of Community Justice with the Sheriff's Office and to shift the responsibility for Adult Services from the Board to the Sheriff.

Merger of adult and juvenile divisions of the Community Justice Department in 1998, enabled consolidation and coordination of these services to families in which juveniles and their parents both receive services. Severing the adult and juvenile services would not be beneficial to these families or cost effective.

The Committee considered the section and information gathered by committee members and heard and read extensive testimony.

### ***Committee Conclusions:***

It is not in the best interests of the County to merge the Adult Services Division of the Department of Community Justice with the Sheriff's Office and to shift the responsibility for Adult Services from the Board to the Sheriff at this time.

Section 6.50(1) should not be amended at this time.

### ***Committee Recommendations:***

Propose no Charter amendment relating to section 6.50(1) at the 2004 general election.



## **HOUSEKEEPING**

### ***Committee Findings:***

The Multnomah County Home Rule Charter section 6.50 was enacted by initiative petition and adopted by vote in 1982. It combined several unrelated provisions, all under one section: the Sheriff, lobbyist, term limits and running for office midterm.

The provisions in section 6.50 do not logically fit in one section together.

The Charter provisions should be organized and numbered logically.

Several of the provisions in section 6.50 are being referred to voters by the Charter Review Committee for amendment or repeal. The passage of several of the provisions could make the need for a housekeeping ballot title unnecessary.

It would be difficult and confusing to place a measure on the ballot to accomplish these housekeeping changes prior to receiving the results of the election. Reorganization should be done after the election, if needed.

### ***Committee Conclusions:***

It is not in the best interests of the County to place a measure on the ballot that would reorganize or renumber Charter provisions at this time.

### ***Committee Recommendations:***

Propose no Charter amendment relating to organization. The Committee recommends that the Board of Commissioners place a housekeeping measure on the ballot at the next convenient election date following the general election in November to accomplish organization if more than one provision remains.

## INSTANT RUNOFF AUTHORITY

### ***Committee Findings:***

Charter sections 4.50 and 11.15 now provide that if no candidate receives a majority of the votes cast in a primary election, then the two candidates receiving the most votes have a run-off election.

The Committee considered the section and information gathered by committee members.

Multnomah County's current vote tally equipment does not support instant runoff elections, and instant runoff elections would result in added expense and confusion for the voters.

### ***Committee Conclusions:***

It is not in the best interests of the County for voters to change the process of election to allow instant runoff elections.

Sections 4.50 and 11.15 should not be amended to allow instant runoff elections at this time.

### ***Committee Recommendations:***

Propose no Charter amendment to allow instant runoff elections at the 2004 general election.

## **PARTISAN ELECTIONS**

### ***Committee Findings:***

The Multnomah County Home Rule Charter contains section 11.15(1) that provides all elective county offices shall be nonpartisan.

Multnomah County voters adopted section 11.15 in 1978.

The Committee considered the section and information gathered by committee members.

The Committee found that in Oregon counties, county officials are elected in partisan elections in 29 counties and in non-partisan elections in 8 counties.

### ***Committee Conclusions:***

There is little interest in making the elections of County officials partisan.

Section 11.15 should not be amended at this time.

### ***Committee Recommendations:***

Propose no Charter amendment relating to section 11.15 at the 2004 general election.

## **MEASURE A MAJORITY VOTE REQUIRED**

### ***Committee Findings:***

At the November 7, 1978, election, the voters adopted Charter section 3.20(3) that provides at each election for positions on the board, the candidate who receives the highest number of votes cast shall be elected or nominated to it.

At the November 6, 1984, election, the voters adopted Charter section 11.15(4) that provides a majority vote is required to be elected to all county offices. This provision is in conflict with Charter section 3.20(3) that only requires the highest number of votes for election to board positions.

At the March 28, 1989, election, the voters adopted Charter section 4.50 that provides the method for filling vacancies in elective offices of the County. It requires that in an election to fill vacancies, a majority of votes cast at the election is required to be elected to county office. The result of this provision is to require a higher number of votes to be elected to a partial term to fill a vacancy on the board, than is required to fill a full term on the board.

These current provisions should be made consistent.

### ***Committee Conclusions:***

Nothing justifies requiring fewer votes to be elected to a full term board position than to either a full term to any other elected position or to a partial term board position.

It is in the best interests of the voters to require a majority vote to be elected to all elected offices for both full and part term elections.

Charter section 3.20(3) should be repealed so that in all elections for county officers, a majority of the votes cast is required for election.

### ***Committee Recommendations:***

Submit to the people of Multnomah County at the November 2, 2004, general election a measure repealing section 3.20(3), Ballot Measure A, Majority Vote Required.

## **MEASURE B SALARY COMMISSION**

### ***Committee Findings:***

The Multnomah County Home Rule Charter contains section 4.30 that relates to the compensation of the Chair and County Commissioners, and creates a salary commission.

Section 4.30 was adopted by Multnomah County voters in 1982, and amended by the voters in 1984, 1986, 1989 and 1990.

The Salary Commission proposed a Charter amendment to make its salary recommendations to the Board of Commissioners mandatory. This is the same proposal made by the Salary Commission to the 1998 Charter Review Committee. The Committee heard testimony from Salary Commission members and the Auditor.

There is no uniformity in the way other counties set commissioner salaries.

The Committee studied the Salary Commission recommendation and considered various options.

### ***Committee Conclusions:***

The Salary Commission serves an important and difficult function in county government: helping to determine salaries for elected officials.

It is not appropriate for commissioners to set their own salaries. The Salary Commission section of the Charter should be amended at this time.

### ***Committee Recommendations:***

Submit to the people of Multnomah County at the November 2, 2004, general election a measure amending section 4.30, Ballot Measure B, Salary Commission.

## **MEASURE C LOBBYIST**

### ***Committee Findings:***

At the May 18, 1982, election the voters adopted Charter section 6.50(2) that prohibits the county from employing or hiring a paid lobbyist.

This bars the county from having a full-time advocate to promote the county's interests at the state legislature in Salem and in Washington, D.C.

For many purposes the county is an agent of the state. State and federal law governs many county services. A big portion of the county budget is controlled by the state and federal legislatures and governments.

The State of Oregon consists of 36 counties. Multnomah County is the only county in Oregon prohibited from employing a lobbyist to advocate their interests in Salem and Washington, D.C. In addition, no other government or private enterprise is under such a restriction.

The current rule is unfair to county citizens because their interests cannot be represented at the legislatures as well as the interests of citizens of other counties and cities.

In the 22 years since the lobbyist prohibition was added to the Charter, county services and funding have become more closely tied to state law and federal funding.

The current rule deprives the legislature of necessary and important information and expertise about county services and programs.

Lobbying activities can produce beneficial results for the County. For example, Multnomah County was able to obtain \$2.6 million of federal funds due in large part to the lobbying efforts of a County Commissioner.

Under the current rule, only county volunteers and elected officials are allowed to advocate for the county at the state legislature and in Washington, D.C.

County volunteers and elected officials, and state legislators from the county do not have the time, resources or working knowledge to act as county lobbyists on a regular basis.

### ***Committee Conclusions:***

The Charter provision prohibiting employment of a paid lobbyist should be repealed.

***Committee Recommendations:***

Submit to the people of Multnomah County at the November 2, 2004, general election a measure repealing section 6.50(2), Ballot Measure C, Lobbyist.

## **MEASURE D TERM LIMITS**

### ***Committee Findings:***

At the May 18, 1982, election the voters adopted Charter section 6.50(3) which restricts service to two full consecutive four-year terms in any one county elective office in any 12-year period.

The two-term limit prohibits voters from deciding whether or not to retain a county elected official by preventing incumbents from being eligible for further service.

Very few other county or city governments have adopted term limits.

The current limitation deprives the public of desirable experience and expertise in county government by forcing elected officials from office without a vote.

### ***Committee Conclusions:***

The Charter provision restricting elected officials to two terms should be repealed.

### ***Committee Recommendations:***

Submit to the people of Multnomah County at the November 2, 2004, general election a measure repealing section 6.50(3), Ballot Measure D, Term Limits.



## **MEASURE E MIDTERM RESIGNATION**

### ***Committee Findings:***

At the May 18, 1982, election the voters adopted Charter section 6.50(4) which prohibits a county elected official from running for another elective office in midterm.

If a county official files for another office, the Charter declares it the same as a resignation. Only in the last year of a term may an official file for another office without it being treated as a resignation.

No other Oregon county or city government treats filing for another office as a resignation.

The current rule is unfair because officials of some county elected offices are affected more than other county officials depending on the years of their terms. Because Commissioners have staggered terms, some can run for Chair without resigning and some cannot.

The current rule deprives the public of desirable experience and expertise in county government by forcing elected officials from office before the end of their terms.

In March 1998, the County was left with only the Chair and one other commissioner to conduct county business due to hospitalization of one commissioner and the two other commissioners having to resign in order to run for other offices. The 1998 Charter Review Commission proposed and voters adopted Measure 26-80 that allows an interim to fill a vacancy in the office of commissioner. An interim only serves until someone is elected or appointed to fill the office.

The current rule creates vacancies in elected offices and results in more elections to fill offices.

### ***Committee Conclusions:***

The Charter provision requiring elected officials to resign if they file for another office should be repealed.

### ***Committee Recommendations:***

Submit to the people of Multnomah County at the November 2, 2004, general election a measure repealing section 6.50(4), Ballot Measure E, Midterm Resignation.

## **MEASURE F CIVIL SERVICE COMMISSION TERMS**

### ***Committee Findings:***

The Multnomah County Home Rule Charter contains section 7.20 that provides for a civil service commission consisting of three members appointed by the Board for terms of six years, with the term of one member of the commission expiring every two years.

Multnomah County voters adopted section 7.20 in 1980.

The County's civil service commission is the Merit Council.

Terms of six years are too long to ask volunteers to serve as Merit Council members.

The current members of the Merit Council agreed unanimously that a reduction of the term to three years would better serve the County and the Merit Council.

### ***Committee Conclusions:***

Charter Section 7.20 relating to the terms of civil service commission members should be amended to reduce the terms of members from six years to three years.

### ***Committee Recommendations:***

Submit to the people of Multnomah County at the November 2, 2004, general election a measure amending Charter section 7.20, Ballot Measure F, Civil Service Commission Term. County citizens will be better served if the Charter is amended to reduce the terms of Merit Council members from six years to three years with one member's term expiring each year.

## **MEASURE G NOMINATION OF REPLACEMENT CANDIDATES**

### ***Committee Findings:***

At the November 7, 1978, election, the voters adopted Charter section 11.15(5) that provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date, candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates.

State law no longer provides a manner for nominating independent candidates.

Section 11.15(5) is outdated and no longer of any meaning.

If section 11.15(5) is repealed, the manner of selecting a candidate in this circumstance will be according to current state law.

### ***Committee Conclusions:***

Charter section 11.15(5) should be repealed so that the County will follow current state law for replacement of candidates after primary.

### ***Committee Recommendations:***

Submit to the people of Multnomah County at the November 2, 2004, general election a measure repealing section 11.15(5), Ballot Measure G, Nomination of Replacement Candidate.



## **PART II**

# **RESOLUTION, PROPOSED BALLOT TITLES, EXPLANATORY STATEMENTS AND CHARTER TEXT**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

**SUBMIT TO THE VOTERS CHARTER AMENDMENTS PROPOSED BY THE COUNTY  
CHARTER REVIEW COMMITTEE**

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

- a. The Multnomah County Home Rule Charter (Charter) creates a Charter Review Committee (Committee) and directs it to review the Charter and any issues relating thereto.
- b. The Charter requires the Committee to report to the people and the Board its findings, conclusions, and recommendations including any amendments proposed to the county charter.
- c. The Committee has concluded its review and submitted its report to the Board. The Committee recommends seven separate measures amending the Charter for submission to the people of Multnomah County at the 2004 general election.
- d. The Charter requires all amendments proposed by the Committee to be submitted to the people of Multnomah County at the primary or general election.
- e. Under MCC 5.107(B), measures referred by the Board will be designated on the ballot as referred to the people by the Board.
- f. The Board wants to clearly inform voters that the Committee recommended these seven measures.

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

1. The seven measures proposing amendments to the Charter recommended by the Committee shall be submitted to the people of Multnomah County at the November 2, 2004, general election.
2. The ballot titles, explanatory statements and changes to the language of the Charter for the seven measures are attached as Exhibits A, B, C, D, E, F and G.
3. The words "as recommended by the Multnomah County Charter Review Committee" shall be added to the ballot designations required by MCC 5.107(B). The designation for each measure shall read as follows:

"Referred to the People by the Board of County Commissioners as recommended by the Multnomah County Charter Review Committee."

4. The seven measures, designations, ballot titles, explanatory statements and Charter text are certified to the Director of the Multnomah County Division of Elections (Director).
5. The Director shall publish these designations and include them in the county voters' pamphlet.
6. All measures approved by a majority of voters at the November 2, 2004, election shall take effect November 3, 2004.

ADOPTED this 22<sup>nd</sup> day of July, 2004

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Agnes Sowle, County Attorney

## **BALLOT MEASURE A**

- CAPTION:** Majority Vote Required To Elect Multnomah County Officers
- QUESTION:** Shall all County elected officials be required to receive a majority of the votes cast?
- STATEMENT:** The measure amends the Charter. It resolves an inconsistency in the current Charter which requires fewer votes to be elected to a full term board position than the majority vote required for other officers, or for board members for a partial term. The measure repeals the inconsistent provision. The result is that in all elections for County officers, a majority of the votes cast are required for election. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The county Charter has inconsistent provisions for election to board positions. One provision requires that for election to a board position, the candidate with the highest number of votes is elected. Another provision requires that for election to all county offices, the candidate with a majority of votes cast at the election is elected. Another provision requires that in an election to fill a county officer vacancy, a majority vote is required.

The measure amends the Charter. It repeals the provision allowing election to a board position to require only the highest number of votes. With this repeal, the remaining provisions require that all elections to county offices, both those on the board and others, require a majority vote. If a candidate does not receive a majority of the votes cast at the primary election, the two candidates receiving the highest number of votes shall run against each other at the general election.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.



Text of Charter Amendments for Ballot Measure A - Majority Vote Required

(~~Crossed-out language is deleted~~; double-underlined language is new)

**3.20. Election.**

Except as this charter provides to the contrary,

(1) Each member of the board shall be nominated and elected from a district, by position; and

(2) Commissioner terms shall be four years ; and

~~(3) At each election, of the candidates for position on the board, the one who receives the highest number of votes cast for any candidate for that position shall be the one elected or nominated to it.~~

## **BALLOT MEASURE B**

**CAPTION:** Salary Commission

**QUESTION:** Should the Salary Commission set County Chair and Commissioner salaries?

**STATEMENT:** The Charter permits the county board to set chair and commissioner salaries not exceeding the salaries recommended by the salary commission. The auditor appoints the five-member salary commission. The measure amends Charter Section 4.30 to require the salary commission to set the county chair and commissioner salaries. It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This measure amends the Charter. The Charter currently allows the county board to set its own salaries as long as the salary commission's recommendations are not exceeded. A five-member salary commission is appointed by the auditor by January 1 of each even year.

The Charter Review Committee does not believe it is appropriate for elected officials to set their own salaries.

The Charter Review Committee recommends this measure. It will require the salary commission to set county chair and commissioner salaries.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure B - Salary Commission

(Crossed-out language is deleted; double-underlined language is new)

**4.30. Compensation Of The Chair And Commissioners.**

The auditor shall appoint a five-member salary commission, composed of qualified ~~people~~ human resource professionals with ~~personnel~~ compensation experience, by January 1 of each even year. The salary commission's salary adjustment recommendations, if any, shall set the salaries for the chair of the board of county commissioners and the county commissioners, documenting the basis of its decisions ~~shall be submitted to the board. The board shall establish salaries for the chair and the commissioners, and such salaries shall not exceed the salaries recommended by the salary commission.~~ All elected or appointed Multnomah County officials and employees are prohibited from serving on the salary commission.

## **BALLOT MEASURE C**

- CAPTION:** Multnomah County Lobbyist
- QUESTION:** Should County Charter be amended to repeal bar on county paid lobbyist?
- STATEMENT:** This amends county Charter. The Charter Review Committee favors passage. The measure allows the county to employ a lobbyist. The Charter now bars a paid county lobbyist. This applies to the state and federal legislatures. County services and programs depend on many decisions made in Salem as well as federal funding. The county cannot proactively represent its interests. All other counties and cities may have paid lobbyists. The measure repeals Charter Section 6.50(2). It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The Charter Review Committee recommends this measure. It repeals the bar on a county lobbyist. It allows the county to have an advocate to represent the county and its citizens at the state legislature in Salem and to promote its interests in Washington, D.C. for federal funds for projects like the Sauvie Island Bridge.

Although testimony may be given when requested by legislators, currently county employees cannot urge support or opposition on a bill. Only elected officials of the county may recommend that legislators vote in favor or against bills. A lobbyist provides information and advocates for the passage or defeat of bills. While the County is a member of organizations that employ lobbyists, the position taken by an organization cannot always represent the specific interests of the County.

Multnomah County is the only county in Oregon prohibited from employing a lobbyist to advocate their interests in Salem and Washington, D.C. In addition, no other government or private enterprise is under such a restriction. County services and programs depend on many decisions made in Salem as well as federal funding. The taxes paid by county citizens are also affected by state decisions.

The Charter Review Committee concluded that county elected officials do not have adequate time to fulfill their official duties while at the same time acting as lobbyists for the County's interests on a regular basis.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure C - Lobbyist

(~~Crossed out language is deleted~~; double-underlined language is new)

**6.50. Sheriff; ~~Paid Lobbyist~~; Successive Terms, Running For Office In Midterm.**

\*\*\*\*\*

~~\_\_\_\_\_ (2) \_\_\_\_\_ Multnomah County shall not employ or hire a paid lobbyist.~~

\*\*\*\*\*

## **BALLOT MEASURE D**

**CAPTION:** County Term Limits

**QUESTION:** Shall County Charter's limit on voters ability to elect a person to more than two four-year terms be repealed?

**STATEMENT:** The Charter limits public service in county elective offices. No person can serve more than two four-year terms. Voters cannot decide to keep a person in office. The measure repeals Charter Section 6.50(3). It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This measure amends the Charter. It now limits a person to two full four-year terms in an elective office in any 12-year period. Voters cannot decide to keep a county elected official in office. A person is no longer eligible for county elected office.

The Charter Review Committee thinks term limits cost the public experienced elected officials. Most other counties and cities do not have term limits.

The Charter Review Committee recommends this measure. It will repeal the county term limits.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure D - Repealing Term Limits

(Crossed out language is deleted; double-underlined language is new)

**6.50. Sheriff; Paid Lobbyist; ~~Successive Terms~~, Running For Office In Midterm.**

\*\*\*\*\*

~~\_\_\_\_\_ (3) Effective January 1, 1985, no incumbent or future elected officer of the county shall be eligible to serve more than two full consecutive four-year terms in any one elective county office within any 12-year period. If an officer of the county is elected or appointed to an elective county office for a term of less than four years, the time so served shall not be counted against the limitation on terms within any 12-year period.~~

\*\*\*\*\*

## **BALLOT MEASURE E**

- CAPTION:** Multnomah County Official Running For Office Midterm
- QUESTION:** Shall County elected officials be allowed to run for another elective office in midterm?
- STATEMENT:** The measure amends the Charter. It allows county elected officials to file for another office without ending their current term of office. The Charter now treats filing as a resignation resulting in ending county elected terms, creating office vacancies and causing more elections to fill offices. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The county Charter does not allow running for another elective office in midterm. If a county official files for another office, it is the same as a resignation. Only in the last year of the term may the official file for another office. This limits public service in county elected offices, creates office vacancies and results in more elections to fill offices.

The measure amends the Charter. This measure repeals the midterm ban and allows elected officials to file for another office without ending their current term. This measure will reduce the number of elections to fill offices.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.



Text of Charter Amendments for Ballot Measure E - Midterm Resignation

(Crossed-out language is deleted; double-underlined language is new)

**6.50. Sheriff; Paid Lobbyist; Successive Terms, Running For Office In Midterm.**

\*\*\*\*\*

~~\_\_\_\_\_ (4) \_\_\_\_\_ No elected official of Multnomah County may run for another office in midterm. Filing for another office in midterm shall be the same as a resignation, effective as of date of filing. "Midterm" does not include the final year of an elected official's term. Filing for another office in the last year of an elective term shall not constitute a resignation.~~

## **BALLOT MEASURE F**

**CAPTION:** Civil Service Commission Terms

**QUESTION:** Shall County Charter be amended reducing term of Civil Service Commission members?

**STATEMENT:** The Charter now provides that the term of office of each member of Multnomah County's Civil Service Commission be six years, with the term of one member of the commission expiring every two years. This measure amends the Charter to reduce the term of office from six years to three years, with one member's term expiring each year.

### **EXPLANATORY STATEMENT**

This measure amends the Civil Service Commission section of the county Charter. It now requires that the term of office of each member of the commission be six years, with the term of one member of the commission expiring every two years.

This measure will reduce the term of office of Civil Service Commission members from six years to three years, with one member's term expiring each year.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure F - Civil Service Commission Terms

(Crossed-out language is deleted; double-underlined language is new)

**7.20. Civil Service Commission.**

(1) There shall be a civil service commission consisting of three members appointed by a board of county commissioners.

(2) The term of office of each member of the commission shall be ~~six~~three years. Every ~~two~~-years the term of one member of the commission shall expire.

\*\*\*\*\*

## **BALLOT MEASURE G**

- CAPTION:** Nomination of Replacement Candidates After Primary
- QUESTION:** Shall the County select replacement candidates after primary in accordance with current state law?
- STATEMENT:** The measure amends the Charter. It is a housekeeping measure. Currently the Charter provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date, candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates. State law does not provide a manner for selection of independent candidates. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This is a housekeeping measure. The county Charter provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date, candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates. State law does not provide a manner for selection of independent candidates. However, state law no longer contains any provision for the selection of independent candidates, making the Charter provision outdated and with no meaning.

The measure amends the Charter. It repeals the outdated provision. With this repeal, the County would follow current state law for the nomination of replacement candidates after the primary election.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure G - Nomination of Replacement Candidates

(Crossed-out language is deleted; double-underlined language is new)

**11.15. Election of officers.**

\*\*\*\*\*

(4) The names of all candidates shall appear on the primary election ballot. If a candidate receives a majority of the votes cast for a position at the primary election; the candidate shall be elected to the position. If no candidate for a position at a primary election receives a majority of the votes cast for the position, the two candidates receiving the highest number of votes shall be declared nominees and their names shall appear on the general election ballot.

~~———— (5) ——— If a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date, candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates.~~



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Submitting to the Voters Multnomah County Home Rule Charter Amendments Proposed by the County Charter Review Committee

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

- a. The Multnomah County Home Rule Charter (Charter) creates a Charter Review Committee (Committee) and directs it to review the Charter and any issues relating thereto.
- b. The Charter requires the Committee to report to the people and the Board its findings, conclusions, and recommendations including any amendments proposed to the county charter.
- c. The Committee has concluded its review and submitted its report to the Board. The Committee recommends seven separate measures amending the Charter for submission to the people of Multnomah County at the 2004 general election.
- d. The Charter requires all amendments proposed by the Committee to be submitted to the people of Multnomah County at the primary or general election.
- e. Under MCC 5.107(B), measures referred by the Board will be designated on the ballot as referred to the people by the Board.
- f. The Board wants to clearly inform voters that the Committee recommended these seven measures.

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

1. The seven measures proposing amendments to the Charter recommended by the Committee shall be submitted to the people of Multnomah County at the November 2, 2004, general election.
2. The ballot titles, explanatory statements and changes to the language of the Charter for the seven measures are attached as Exhibits A, B, C, D, E, F and G.
3. The words "as recommended by the Multnomah County Charter Review Committee" shall be added to the ballot designations required by MCC 5.107(B). The designation for each measure shall read as follows:

"Referred to the People by the Board of County Commissioners as recommended by the Multnomah County Charter Review Committee."

4. The seven measures, designations, ballot titles, explanatory statements and Charter text are certified to the Director of the Multnomah County Division of Elections (Director).
5. The Director shall publish these designations and include them in the county voters' pamphlet.
6. All measures approved by a majority of voters at the November 2, 2004, election shall take effect November 3, 2004.

ADOPTED this 22nd day of July, 2004

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON


---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By



---

Agnes Sowle, County Attorney



## **BALLOT MEASURE A**

- CAPTION:** Majority Vote Required To Elect Multnomah County Officers
- QUESTION:** Shall all County elected officials be required to receive a majority of the votes cast?
- STATEMENT:** The measure amends the Charter. It resolves an inconsistency in the current Charter which requires fewer votes to be elected to a full term board position than the majority vote required for other officers, or for board members for a partial term. The measure repeals the inconsistent provision. The result is that in all elections for County officers, a majority of the votes cast are required for election. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The county Charter has inconsistent provisions for election to board positions. One provision requires that for election to a board position, the candidate with the highest number of votes is elected. Another provision requires that for election to all county offices, the candidate with a majority of votes cast at the election is elected. Another provision requires that in an election to fill a county officer vacancy, a majority vote is required.

The measure amends the Charter. It repeals the provision allowing election to a board position to require only the highest number of votes. With this repeal, the remaining provisions require that all elections to county offices, both those on the board and others, require a majority vote. If a candidate does not receive a majority of the votes cast at the primary election, the two candidates receiving the highest number of votes shall run against each other at the general election.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure A - Majority Vote Required

(Crossed-out language is deleted; double-underlined language is new)

### 3.20. Election.

Except as this charter provides to the contrary,

(1) Each member of the board shall be nominated and elected from a district, by position; and

(2) Commissioner terms shall be four years<sub>s</sub>; and

~~(3) At each election, of the candidates for position on the board, the one who receives the highest number of votes cast for any candidate for that position shall be the one elected or nominated to it.~~

## **BALLOT MEASURE B**

**CAPTION:** Salary Commission

**QUESTION:** Should the Salary Commission set County Chair and Commissioner salaries?

**STATEMENT:** The Charter permits the county board to set chair and commissioner salaries not exceeding the salaries recommended by the salary commission. The auditor appoints the five-member salary commission. The measure amends Charter Section 4.30 to require the salary commission to set the county chair and commissioner salaries. It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This measure amends the Charter. The Charter currently allows the county board to set its own salaries as long as the salary commission's recommendations are not exceeded. A five-member salary commission is appointed by the auditor by January 1 of each even year.

The Charter Review Committee does not believe it is appropriate for elected officials to set their own salaries.

The Charter Review Committee recommends this measure. It will require the salary commission to set county chair and commissioner salaries.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure B - Salary Commission

(Crossed-out language is deleted; double-underlined language is new)

### **4.30. Compensation Of The Chair And Commissioners.**

The auditor shall appoint a five-member salary commission, composed of qualified people human resource professionals with personnel compensation experience, by January 1 of each even year. The salary commission's salary adjustment recommendations, if any, shall set the salaries for the chair of the board of county commissioners and the county commissioners, documenting the basis of its decisions shall be submitted to the board. ~~The board shall establish salaries for the chair and the commissioners, and such salaries shall not exceed the salaries recommended by the salary commission.~~ All elected or appointed Multnomah County officials and employees are prohibited from serving on the salary commission.

## **BALLOT MEASURE C**

**CAPTION:** Multnomah County Lobbyist

**QUESTION:** Should County Charter be amended to repeal bar on county paid lobbyist?

**STATEMENT:** This amends county Charter. The Charter Review Committee favors passage. The measure allows the county to employ a lobbyist. The Charter now bars a paid county lobbyist. This applies to the state and federal legislatures. County services and programs depend on many decisions made in Salem as well as federal funding. The county cannot proactively represent its interests. All other counties and cities may have paid lobbyists. The measure repeals Charter Section 6.50(2). It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The Charter Review Committee recommends this measure. It repeals the bar on a county lobbyist. It allows the county to have an advocate to represent the county and its citizens at the state legislature in Salem and to promote its interests in Washington, D.C. for federal funds for projects like the Sauvie Island Bridge.

Although testimony may be given when requested by legislators, currently county employees cannot urge support or opposition on a bill. Only elected officials of the county may recommend that legislators vote in favor or against bills. A lobbyist provides information and advocates for the passage or defeat of bills. While the County is a member of organizations that employ lobbyists, the position taken by an organization cannot always represent the specific interests of the County.

Multnomah County is the only county in Oregon prohibited from employing a lobbyist to advocate their interests in Salem and Washington, D.C. In addition, no other government or private enterprise is under such a restriction. County services and programs depend on many decisions made in Salem as well as federal funding. The taxes paid by county citizens are also affected by state decisions.

The Charter Review Committee concluded that county elected officials do not have adequate time to fulfill their official duties while at the same time acting as lobbyists for the County's interests on a regular basis.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure C - Lobbyist

(~~Crossed-out~~ language is deleted; double-underlined language is new)

**6.50. Sheriff; ~~Paid Lobbyist~~; Successive Terms, Running For Office In Midterm.**

\*\*\*\*\*

~~(2) Multnomah County shall not employ or hire a paid lobbyist.~~

\*\*\*\*\*

## **BALLOT MEASURE D**

**CAPTION:** County Term Limits

**QUESTION:** Shall County Charter's limit on voters ability to elect a person to more than two four-year terms be repealed?

**STATEMENT:** The Charter limits public service in county elective offices. No person can serve more than two four-year terms. Voters cannot decide to keep a person in office. The measure repeals Charter Section 6.50(3). It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This measure amends the Charter. It now limits a person to two full four-year terms in an elective office in any 12-year period. Voters cannot decide to keep a county elected official in office. A person is no longer eligible for county elected office.

The Charter Review Committee thinks term limits cost the public experienced elected officials. Most other counties and cities do not have term limits.

The Charter Review Committee recommends this measure. It will repeal the county term limits.

The measure will take effect November 3, 2004.


Text of Charter Amendments for Ballot Measure D - Repealing Term Limits

(~~Crossed out~~ language is deleted; double-underlined language is new)

**6.50. Sheriff; Paid Lobbyist; ~~Successive Terms~~, Running For Office In Midterm.**

\*\*\*\*\*

~~—— (3) — Effective January 1, 1985, no incumbent or future elected officer of the county shall be eligible to serve more than two full consecutive four-year terms in any one elective county office within any 12-year period. If an officer of the county is elected or appointed to an elective county office for a term of less than four years, the time so served shall not be counted against the limitation on terms within any 12-year period.~~

\*\*\*\*\* 



## **BALLOT MEASURE E**

- CAPTION:** Multnomah County Official Running For Office Midterm
- QUESTION:** Shall County elected officials be allowed to run for another elective office in midterm?
- STATEMENT:** The measure amends the Charter. It allows county elected officials to file for another office without ending their current term of office. The Charter now treats filing as a resignation resulting in ending county elected terms, creating office vacancies and causing more elections to fill offices. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The county Charter does not allow running for another elective office in midterm. If a county official files for another office, it is the same as a resignation. Only in the last year of the term may the official file for another office. This limits public service in county elected offices, creates office vacancies and results in more elections to fill offices.

The measure amends the Charter. This measure repeals the midterm ban and allows elected officials to file for another office without ending their current term. This measure will reduce the number of elections to fill offices.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure E - Midterm Resignation

(Crossed-out language is deleted; double-underlined> language is new)

### **6.50. Sheriff; Paid Lobbyist; Successive Terms, ~~Running For Office In Midterm.~~**

\*\*\*\*\*

~~(4) No elected official of Multnomah County may run for another office in midterm. Filing for another office in midterm shall be the same as a resignation, effective as of date of filing. "Midterm" does not include the final year of an elected official's term. Filing for another office in the last year of an elective term shall not constitute a resignation.~~

## **BALLOT MEASURE F**

**CAPTION:** Civil Service Commission Terms

**QUESTION:** Shall County Charter be amended reducing term of Civil Service Commission members?

**STATEMENT:** The Charter now provides that the term of office of each member of Multnomah County's Civil Service Commission be six years, with the term of one member of the commission expiring every two years. This measure amends the Charter to reduce the term of office from six years to three years, with one member's term expiring each year.

### **EXPLANATORY STATEMENT**

This measure amends the Civil Service Commission section of the county Charter. It now requires that the term of office of each member of the commission be six years, with the term of one member of the commission expiring every two years.

This measure will reduce the term of office of Civil Service Commission members from six years to three years, with one member's term expiring each year.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure F - Civil Service Commission Terms

(~~Crossed-out~~ language is deleted; double-underlined language is new)

### **7.20. Civil Service Commission.**

(1) There shall be a civil service commission consisting of three members appointed by a board of county commissioners.

(2) The term of office of each member of the commission shall be ~~six~~three years. Every ~~two~~-years the term of one member of the commission shall expire.

\*\*\*\*\*

## **BALLOT MEASURE G**

**CAPTION:** Nomination of Replacement Candidates After Primary

**QUESTION:** Shall the County select replacement candidates after primary in accordance with current state law?

**STATEMENT:** The measure amends the Charter. It is a housekeeping measure. Currently the Charter provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date; candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates. State law does not provide a manner for selection of independent candidates. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This is a housekeeping measure. The county Charter provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date; candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates. State law does not provide a manner for selection of independent candidates. However, state law no longer contains any provision for the selection of independent candidates, making the Charter provision outdated and with no meaning.

The measure amends the Charter. It repeals the outdated provision. With this repeal, the County would follow current state law for the nomination of replacement candidates after the primary election.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure G - Nomination of Replacement Candidates

(Crossed-out language is deleted; double-underlined language is new)

### 11.15. Election of officers.

\*\*\*\*\*

(4) The names of all candidates shall appear on the primary election ballot. If a candidate receives a majority of the votes cast for a position at the primary election; the candidate shall be elected to the position. If no candidate for a position at a primary election receives a majority of the votes cast for the position, the two candidates receiving the highest number of votes shall be declared nominees and their names shall appear on the general election ballot.

~~(5) If a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date, candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates.~~

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-101**

Submitting to the Voters Multnomah County Home Rule Charter Amendments Proposed  
by the County Charter Review Committee

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

- a. The Multnomah County Home Rule Charter (Charter) creates a Charter Review Committee (Committee) and directs it to review the Charter and any issues relating thereto.
- b. The Charter requires the Committee to report to the people and the Board its findings, conclusions, and recommendations including any amendments proposed to the county charter.
- c. The Committee has concluded its review and submitted its report to the Board. The Committee recommends seven separate measures amending the Charter for submission to the people of Multnomah County at the 2004 general election.
- d. The Charter requires all amendments proposed by the Committee to be submitted to the people of Multnomah County at the primary or general election.
- e. Under MCC 5.107(B), measures referred by the Board will be designated on the ballot as referred to the people by the Board.
- f. The Board wants to clearly inform voters that the Committee recommended these seven measures.

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

1. The seven measures proposing amendments to the Charter recommended by the Committee shall be submitted to the people of Multnomah County at the November 2, 2004, general election.
2. The ballot titles, explanatory statements and changes to the language of the Charter for the seven measures are attached as Exhibits A, B, C, D, E, F and G.
3. The words "as recommended by the Multnomah County Charter Review Committee" shall be added to the ballot designations required by MCC 5.107(B). The designation for each measure shall read as follows:

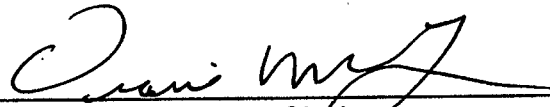
"Referred to the People by the Board of County Commissioners as recommended by the Multnomah County Charter Review Committee."

4. The seven measures, designations, ballot titles, explanatory statements and Charter text are certified to the Director of the Multnomah County Division of Elections (Director).
5. The Director shall publish these designations and include them in the county voters' pamphlet.
6. All measures approved by a majority of voters at the November 2, 2004, election shall take effect November 3, 2004.

ADOPTED this 22nd day of July, 2004

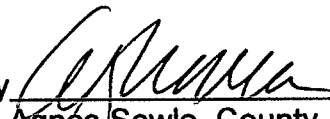


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Agnes Sowle, County Attorney



## **BALLOT MEASURE A**

- CAPTION:** Majority Vote Required To Elect Multnomah County Officers
- QUESTION:** Shall all County elected officials be required to receive a majority of the votes cast?
- STATEMENT:** The measure amends the Charter. It resolves an inconsistency in the current Charter which requires fewer votes to be elected to a full term board position than the majority vote required for other officers, or for board members for a partial term. The measure repeals the inconsistent provision. The result is that in all elections for County officers, a majority of the votes cast are required for election. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The county Charter has inconsistent provisions for election to board positions. One provision requires that for election to a board position, the candidate with the highest number of votes is elected. Another provision requires that for election to all county offices, the candidate with a majority of votes cast at the election is elected. Another provision requires that in an election to fill a county officer vacancy, a majority vote is required.

The measure amends the Charter. It repeals the provision allowing election to a board position to require only the highest number of votes. With this repeal, the remaining provisions require that all elections to county offices, both those on the board and others, require a majority vote. If a candidate does not receive a majority of the votes cast at the primary election, the two candidates receiving the highest number of votes shall run against each other at the general election.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure A - Majority Vote Required

(Crossed-out language is deleted; double-underlined language is new)

### 3.20. Election.

Except as this charter provides to the contrary,

(1) Each member of the board shall be nominated and elected from a district, by position; and

(2) Commissioner terms shall be four years.; and

~~(3) At each election, of the candidates for position on the board, the one who receives the highest number of votes cast for any candidate for that position shall be the one elected or nominated to it.~~

## **BALLOT MEASURE B**

**CAPTION:** Salary Commission

**QUESTION:** Should the Salary Commission set County Chair and Commissioner salaries?

**STATEMENT:** The Charter permits the county board to set chair and commissioner salaries not exceeding the salaries recommended by the salary commission. The auditor appoints the five-member salary commission. The measure amends Charter Section 4.30 to require the salary commission to set the county chair and commissioner salaries. It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This measure amends the Charter. The Charter currently allows the county board to set its own salaries as long as the salary commission's recommendations are not exceeded. A five-member salary commission is appointed by the auditor by January 1 of each even year.

The Charter Review Committee does not believe it is appropriate for elected officials to set their own salaries.

The Charter Review Committee recommends this measure. It will require the salary commission to set county chair and commissioner salaries.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure B - Salary Commission

(Crossed-out language is deleted; double-underlined language is new)

### **4.30. Compensation Of The Chair And Commissioners.**

The auditor shall appoint a five-member salary commission, composed of qualified ~~people~~ human resource professionals with ~~personnel~~ compensation experience, by January 1 of each even year. The salary commission's ~~salary adjustment recommendations, if any,~~ shall set the salaries for the chair of the board of county commissioners and the county commissioners, documenting the basis of its decisions ~~shall be submitted to the board. The board shall establish salaries for the chair and the commissioners, and such salaries shall not exceed the salaries recommended by the salary commission.~~ All elected or appointed Multnomah County officials and employees are prohibited from serving on the salary commission.

## **BALLOT MEASURE C**

**CAPTION:** Multnomah County Lobbyist

**QUESTION:** Should County Charter be amended to repeal bar on county paid lobbyist?

**STATEMENT:** This amends county Charter. The Charter Review Committee favors passage. The measure allows the county to employ a lobbyist. The Charter now bars a paid county lobbyist. This applies to the state and federal legislatures. County services and programs depend on many decisions made in Salem as well as federal funding. The county cannot proactively represent its interests. All other counties and cities may have paid lobbyists. The measure repeals Charter Section 6.50(2). It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The Charter Review Committee recommends this measure. It repeals the bar on a county lobbyist. It allows the county to have an advocate to represent the county and its citizens at the state legislature in Salem and to promote its interests in Washington, D.C. for federal funds for projects like the Sauvie Island Bridge.

Although testimony may be given when requested by legislators, currently county employees cannot urge support or opposition on a bill. Only elected officials of the county may recommend that legislators vote in favor or against bills. A lobbyist provides information and advocates for the passage or defeat of bills. While the County is a member of organizations that employ lobbyists, the position taken by an organization cannot always represent the specific interests of the County.

Multnomah County is the only county in Oregon prohibited from employing a lobbyist to advocate their interests in Salem and Washington, D.C. In addition, no other government or private enterprise is under such a restriction. County services and programs depend on many decisions made in Salem as well as federal funding. The taxes paid by county citizens are also affected by state decisions.

The Charter Review Committee concluded that county elected officials do not have adequate time to fulfill their official duties while at the same time acting as lobbyists for the County's interests on a regular basis.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure C - Lobbyist

(Crossed-out language is deleted; double-underlined language is new)

**6.50. Sheriff; ~~Paid Lobbyist~~; Successive Terms, Running For Office In Midterm.**

\*\*\*\*\*

~~(2) Multnomah County shall not employ or hire a paid lobbyist.~~

\*\*\*\*\*

## **BALLOT MEASURE D**

**CAPTION:** County Term Limits

**QUESTION:** Shall County Charter's limit on voters ability to elect a person to more than two four-year terms be repealed?

**STATEMENT:** The Charter limits public service in county elective offices. No person can serve more than two four-year terms. Voters cannot decide to keep a person in office. The measure repeals Charter Section 6.50(3). It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This measure amends the Charter. It now limits a person to two full four-year terms in an elective office in any 12-year period. Voters cannot decide to keep a county elected official in office. A person is no longer eligible for county elected office.

The Charter Review Committee thinks term limits cost the public experienced elected officials. Most other counties and cities do not have term limits.

The Charter Review Committee recommends this measure. It will repeal the county term limits.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure D - Repealing Term Limits

(Crossed-out language is deleted; double-underlined language is new)

**6.50. Sheriff; Paid Lobbyist; ~~Successive Terms~~, Running For Office In Midterm.**

\*\*\*\*\*

~~\_\_\_\_\_ (3) Effective January 1, 1985, no incumbent or future elected officer of the county shall be eligible to serve more than two full consecutive four-year terms in any one elective county office within any 12-year period. If an officer of the county is elected or appointed to an elective county office for a term of less than four years, the time so served shall not be counted against the limitation on terms within any 12-year period.~~

\*\*\*\*\*



## **BALLOT MEASURE E**

- CAPTION:** Multnomah County Official Running For Office Midterm
- QUESTION:** Shall County elected officials be allowed to run for another elective office in midterm?
- STATEMENT:** The measure amends the Charter. It allows county elected officials to file for another office without ending their current term of office. The Charter now treats filing as a resignation resulting in ending county elected terms, creating office vacancies and causing more elections to fill offices. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The county Charter does not allow running for another elective office in midterm. If a county official files for another office, it is the same as a resignation. Only in the last year of the term may the official file for another office. This limits public service in county elected offices, creates office vacancies and results in more elections to fill offices.

The measure amends the Charter. This measure repeals the midterm ban and allows elected officials to file for another office without ending their current term. This measure will reduce the number of elections to fill offices.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure E - Midterm Resignation

(Crossed out language is deleted; double-underlined language is new)

**6.50. Sheriff; Paid Lobbyist; Successive Terms, ~~Running For Office In Midterm.~~**

\*\*\*\*\*

~~(4) No elected official of Multnomah County may run for another office in midterm. Filing for another office in midterm shall be the same as a resignation, effective as of date of filing. "Midterm" does not include the final year of an elected official's term. Filing for another office in the last year of an elective term shall not constitute a resignation.~~

## **BALLOT MEASURE F**

**CAPTION:** Civil Service Commission Terms

**QUESTION:** Shall County Charter be amended reducing term of Civil Service Commission members?

**STATEMENT:** The Charter now provides that the term of office of each member of Multnomah County's Civil Service Commission be six years, with the term of one member of the commission expiring every two years. This measure amends the Charter to reduce the term of office from six years to three years, with one member's term expiring each year.

### **EXPLANATORY STATEMENT**

This measure amends the Civil Service Commission section of the county Charter. It now requires that the term of office of each member of the commission be six years, with the term of one member of the commission expiring every two years.

This measure will reduce the term of office of Civil Service Commission members from six years to three years, with one member's term expiring each year.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure F - Civil Service Commission Terms

(~~Crossed-out~~ language is deleted; double-underlined language is new)

**7.20. Civil Service Commission.**

(1) There shall be a civil service commission consisting of three members appointed by a board of county commissioners.

(2) The term of office of each member of the commission shall be ~~six~~ three years. Every ~~two~~ three years the term of one member of the commission shall expire.

\*\*\*\*\*

## **BALLOT MEASURE G**

- CAPTION:** Nomination of Replacement Candidates After Primary
- QUESTION:** Shall the County select replacement candidates after primary in accordance with current state law?
- STATEMENT:** The measure amends the Charter. It is a housekeeping measure. Currently the Charter provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date; candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates. State law does not provide a manner for selection of independent candidates. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This is a housekeeping measure. The county Charter provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date; candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates. State law does not provide a manner for selection of independent candidates. However, state law no longer contains any provision for the selection of independent candidates, making the Charter provision outdated and with no meaning.

The measure amends the Charter. It repeals the outdated provision. With this repeal, the County would follow current state law for the nomination of replacement candidates after the primary election.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure G - Nomination of Replacement Candidates

(Crossed-out language is deleted; double-underlined language is new)

**11.15. Election of officers.**

\*\*\*\*\*

(4) The names of all candidates shall appear on the primary election ballot. If a candidate receives a majority of the votes cast for a position at the primary election; the candidate shall be elected to the position. If no candidate for a position at a primary election receives a majority of the votes cast for the position, the two candidates receiving the highest number of votes shall be declared nominees and their names shall appear on the general election ballot.

~~(5) If a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date, candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates.~~

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-101**

Submitting to the Voters Multnomah County Home Rule Charter Amendments Proposed by the County Charter Review Committee

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

- a. The Multnomah County Home Rule Charter (Charter) creates a Charter Review Committee (Committee) and directs it to review the Charter and any issues relating thereto.
- b. The Charter requires the Committee to report to the people and the Board its findings, conclusions, and recommendations including any amendments proposed to the county charter.
- c. The Committee has concluded its review and submitted its report to the Board. The Committee recommends seven separate measures amending the Charter for submission to the people of Multnomah County at the 2004 general election.
- d. The Charter requires all amendments proposed by the Committee to be submitted to the people of Multnomah County at the primary or general election.
- e. Under MCC 5.107(B), measures referred by the Board will be designated on the ballot as referred to the people by the Board.
- f. The Board wants to clearly inform voters that the Committee recommended these seven measures.

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

1. The seven measures proposing amendments to the Charter recommended by the Committee shall be submitted to the people of Multnomah County at the November 2, 2004, general election.
2. The ballot titles, explanatory statements and changes to the language of the Charter for the seven measures are attached as Exhibits A, B, C, D, E, F and G.
3. The words "as recommended by the Multnomah County Charter Review Committee" shall be added to the ballot designations required by MCC 5.107(B). The designation for each measure shall read as follows:

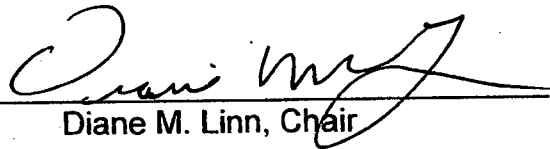
"Referred to the People by the Board of County Commissioners as recommended by the Multnomah County Charter Review Committee."

4. The seven measures, designations, ballot titles, explanatory statements and Charter text are certified to the Director of the Multnomah County Division of Elections (Director).
5. The Director shall publish these designations and include them in the county voters' pamphlet.
6. All measures approved by a majority of voters at the November 2, 2004, election shall take effect November 3, 2004.

ADOPTED this 22nd day of July, 2004




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Agnes Sowle, County Attorney



## **BALLOT MEASURE 26-57**

- CAPTION:** Majority Vote Required To Elect Multnomah County Officers
- QUESTION:** Shall all County elected officials be required to receive a majority of the votes cast?
- STATEMENT:** The measure amends the Charter. It resolves an inconsistency in the current Charter which requires fewer votes to be elected to a full term board position than the majority vote required for other officers, or for board members for a partial term. The measure repeals the inconsistent provision. The result is that in all elections for County officers, a majority of the votes cast are required for election. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The county Charter has inconsistent provisions for election to board positions. One provision requires that for election to a board position, the candidate with the highest number of votes is elected. Another provision requires that for election to all county offices, the candidate with a majority of votes cast at the election is elected. Another provision requires that in an election to fill a county officer vacancy, a majority vote is required.

The measure amends the Charter. It repeals the provision allowing election to a board position to require only the highest number of votes. With this repeal, the remaining provisions require that all elections to county offices, both those on the board and others, require a majority vote. If a candidate does not receive a majority of the votes cast at the primary election, the two candidates receiving the highest number of votes shall run against each other at the general election.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure A - Majority Vote Required

(Crossed-out language is deleted; double-underlined language is new)

### 3.20. Election.

Except as this charter provides to the contrary,

(1) Each member of the board shall be nominated and elected from a district, by position; and

(2) Commissioner terms shall be four years.; and

~~(3) At each election, of the candidates for position on the board, the one who receives the highest number of votes cast for any candidate for that position shall be the one elected or nominated to it.~~

## **BALLOT MEASURE 26-58**

**CAPTION:** Salary Commission

**QUESTION:** Should the Salary Commission set County Chair and Commissioner salaries?

**STATEMENT:** The Charter permits the county board to set chair and commissioner salaries not exceeding the salaries recommended by the salary commission. The auditor appoints the five-member salary commission. The measure amends Charter Section 4.30 to require the salary commission to set the county chair and commissioner salaries. It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This measure amends the Charter. The Charter currently allows the county board to set its own salaries as long as the salary commission's recommendations are not exceeded. A five-member salary commission is appointed by the auditor by January 1 of each even year.

The Charter Review Committee does not believe it is appropriate for elected officials to set their own salaries.

The Charter Review Committee recommends this measure. It will require the salary commission to set county chair and commissioner salaries.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure B - Salary Commission

(Crossed-out language is deleted; double-underlined language is new)

### **4.30. Compensation Of The Chair And Commissioners.**

The auditor shall appoint a five-member salary commission, composed of qualified ~~people~~ human resource professionals with ~~personnel~~ compensation experience, by January 1 of each even year. The salary commission's ~~salary adjustment recommendations, if any,~~ shall set the salaries for the chair of the board of county commissioners and the county commissioners, documenting the basis of its decisions ~~shall be submitted to the board. The board shall establish salaries for the chair and the commissioners, and such salaries shall not exceed the salaries recommended by the salary commission.~~ All elected or appointed Multnomah County officials and employees are prohibited from serving on the salary commission.

## **BALLOT MEASURE 26-59**

**CAPTION:** Multnomah County Lobbyist

**QUESTION:** Should County Charter be amended to repeal bar on county paid lobbyist?

**STATEMENT:** This amends county Charter. The Charter Review Committee favors passage. The measure allows the county to employ a lobbyist. The Charter now bars a paid county lobbyist. This applies to the state and federal legislatures. County services and programs depend on many decisions made in Salem as well as federal funding. The county cannot proactively represent its interests. All other counties and cities may have paid lobbyists. The measure repeals Charter Section 6.50(2). It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The Charter Review Committee recommends this measure. It repeals the bar on a county lobbyist. It allows the county to have an advocate to represent the county and its citizens at the state legislature in Salem and to promote its interests in Washington, D.C. for federal funds for projects like the Sauvie Island Bridge.

Although testimony may be given when requested by legislators, currently county employees cannot urge support or opposition on a bill. Only elected officials of the county may recommend that legislators vote in favor or against bills. A lobbyist provides information and advocates for the passage or defeat of bills. While the County is a member of organizations that employ lobbyists, the position taken by an organization cannot always represent the specific interests of the County.

Multnomah County is the only county in Oregon prohibited from employing a lobbyist to advocate their interests in Salem and Washington, D.C. In addition, no other government or private enterprise is under such a restriction. County services and programs depend on many decisions made in Salem as well as federal funding. The taxes paid by county citizens are also affected by state decisions.

The Charter Review Committee concluded that county elected officials do not have adequate time to fulfill their official duties while at the same time acting as lobbyists for the County's interests on a regular basis.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure C - Lobbyist

(Crossed-out language is deleted; double-underlined language is new)

**6.50. Sheriff; ~~Paid Lobbyist~~; Successive Terms, Running For Office In Midterm.**

\*\*\*\*\*

~~———— (2) ——— Multnomah County shall not employ or hire a paid lobbyist.~~

\*\*\*\*\*

## **BALLOT MEASURE 26-60**

**CAPTION:** County Term Limits

**QUESTION:** Shall County Charter's limit on voters ability to elect a person to more than two four-year terms be repealed?

**STATEMENT:** The Charter limits public service in county elective offices. No person can serve more than two four-year terms. Voters cannot decide to keep a person in office. The measure repeals Charter Section 6.50(3). It takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This measure amends the Charter. It now limits a person to two full four-year terms in an elective office in any 12-year period. Voters cannot decide to keep a county elected official in office. A person is no longer eligible for county elected office.

The Charter Review Committee thinks term limits cost the public experienced elected officials. Most other counties and cities do not have term limits.

The Charter Review Committee recommends this measure. It will repeal the county term limits.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure D - Repealing Term Limits

(Crossed-out language is deleted; double-underlined language is new)

### **6.50. Sheriff; Paid Lobbyist; ~~Successive Terms~~, Running For Office In Midterm.**

\*\*\*\*\*

~~—— (3) —— Effective January 1, 1985, no incumbent or future elected officer of the county shall be eligible to serve more than two full consecutive four-year terms in any one elective county office within any 12-year period. If an officer of the county is elected or appointed to an elective county office for a term of less than four years, the time so served shall not be counted against the limitation on terms within any 12-year period.~~

\*\*\*\*\*



## **BALLOT MEASURE 26-61**

- CAPTION:** Multnomah County Official Running For Office Midterm
- QUESTION:** Shall County elected officials be allowed to run for another elective office in midterm?
- STATEMENT:** The measure amends the Charter. It allows county elected officials to file for another office without ending their current term of office. The Charter now treats filing as a resignation resulting in ending county elected terms, creating office vacancies and causing more elections to fill offices. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

The county Charter does not allow running for another elective office in midterm. If a county official files for another office, it is the same as a resignation. Only in the last year of the term may the official file for another office. This limits public service in county elected offices, creates office vacancies and results in more elections to fill offices.

The measure amends the Charter. This measure repeals the midterm ban and allows elected officials to file for another office without ending their current term. This measure will reduce the number of elections to fill offices.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure E - Midterm Resignation

(Crossed-out language is deleted; double-underlined language is new)

### **6.50. Sheriff; Paid Lobbyist; Successive Terms, ~~Running For Office In Midterm.~~**

\*\*\*\*\*

~~(4) No elected official of Multnomah County may run for another office in midterm. Filing for another office in midterm shall be the same as a resignation, effective as of date of filing. "Midterm" does not include the final year of an elected official's term. Filing for another office in the last year of an elective term shall not constitute a resignation.~~

## **BALLOT MEASURE 26-62**

**CAPTION:** Civil Service Commission Terms

**QUESTION:** Shall County Charter be amended reducing term of Civil Service Commission members?

**STATEMENT:** The Charter now provides that the term of office of each member of Multnomah County's Civil Service Commission be six years, with the term of one member of the commission expiring every two years. This measure amends the Charter to reduce the term of office from six years to three years, with one member's term expiring each year.

### **EXPLANATORY STATEMENT**

This measure amends the Civil Service Commission section of the county Charter. It now requires that the term of office of each member of the commission be six years, with the term of one member of the commission expiring every two years.

This measure will reduce the term of office of Civil Service Commission members from six years to three years, with one member's term expiring each year.

The measure will take effect November 3, 2004.

## Text of Charter Amendments for Ballot Measure F - Civil Service Commission Terms

(Crossed-out language is deleted; double-underlined language is new)

### **7.20. Civil Service Commission.**

(1) There shall be a civil service commission consisting of three members appointed by a board of county commissioners.

(2) The term of office of each member of the commission shall be ~~six~~ three years. Every ~~two~~ years the term of one member of the commission shall expire.

\*\*\*\*\*

## **BALLOT MEASURE 26-63**

**CAPTION:** Nomination of Replacement Candidates After Primary

**QUESTION:** Shall the County select replacement candidates after primary in accordance with current state law?

**STATEMENT:** The measure amends the Charter. It is a housekeeping measure. Currently the Charter provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date; candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates. State law does not provide a manner for selection of independent candidates. The measure takes effect on November 3, 2004.

### **EXPLANATORY STATEMENT**

This is a housekeeping measure. The county Charter provides that if a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date; candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates. State law does not provide a manner for selection of independent candidates. However, state law no longer contains any provision for the selection of independent candidates, making the Charter provision outdated and with no meaning.

The measure amends the Charter. It repeals the outdated provision. With this repeal, the County would follow current state law for the nomination of replacement candidates after the primary election.

The Charter Review Committee recommends this measure.

The measure will take effect November 3, 2004.

Text of Charter Amendments for Ballot Measure G - Nomination of Replacement Candidates

(Crossed-out language is deleted; double-underlined language is new)

**11.15. Election of officers.**

\*\*\*\*\*

(4) The names of all candidates shall appear on the primary election ballot. If a candidate receives a majority of the votes cast for a position at the primary election; the candidate shall be elected to the position. If no candidate for a position at a primary election receives a majority of the votes cast for the position, the two candidates receiving the highest number of votes shall be declared nominees and their names shall appear on the general election ballot.

~~(5) If a candidate dies, withdraws, or becomes otherwise ineligible on or after the primary election date, candidates for the office shall be nominated by petition or assembly in the manner provided by state law for the nomination of independent candidates.~~

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-2

**Est. Start Time:** 10:00 AM

**Date Submitted:** 07/14/04

---

**Requested Date:** 07/22/2004

**Time Requested:** 10 minutes

**Department:** Chair's Office

**Division:**

**Contact/s:** Lisa Goldberg

**Phone:** 503-988-4765

**Ext.:** 84765

**I/O Address:** 503/6

**Presenters:** Lisa Goldberg and invited others

---

**Agenda Title:** Consideration and Appointment of Multnomah County Representatives to the Multnomah-Washington Regional Investment Board

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** We are requesting that the Board approve the appointments of Carol Nielsen-Hood, Roy Jay, and Bertha Ferran to the Multnomah-Washington Regional Investment Board.
  2. **Please provide sufficient background information for the Board and the public to understand this issue.** In compliance with state statutory and operational requirements, Multnomah and Washington Counties must form a Regional Investment Board (RIB) to oversee the disposition of the Regional and Rural Investment Funds provided by the state for regional economic development. The funding for the 2003-2005 biennium for our two-county region is \$695,000, with \$95,000 of that earmarked for investment in rural areas. The funds must be used to either directly or indirectly create jobs. The role of the Regional Investment Board will be to approve and oversee the investment strategy devised for allocating the funds and ensure that state requirements are met. The Board will consist of six members, three from each county.
  3. **Explain the fiscal impact (current year and ongoing).** There is no fiscal impact to Multnomah County

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

**If a budget modification, explain: n/a**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: n/a**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

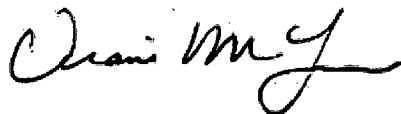
**If grant application/notice of intent, explain: n/a**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place. Washington County is concurrently appointing its three representatives to the Regional Investment Board. Once the full board is appointed and a Regional Investment Plan finalized, a public hearing will be held in each county to inform the public about the plan and accept public comment.

**Required Signatures:**

**Department/Agency Director:** \_\_\_\_\_



**Date: 07/22/04**



## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-3

**Est. Start Time:** 10:10 AM

**Date Submitted:** 07/14/04

---

**Requested Date:** July 22, 2004

**Time Requested:** 15 mins

**Department:** Non-Departmental

**Division:** Com District 4

**Contact/s:** Commissioner Lonnie Roberts

**Phone:** 503 988-5213

**Ext.:** 85213

**I/O Address:** 503/600

**Presenters:** Commissioner Lonnie Roberts; Jean DeMaster, Human Solutions; Susan Stoltenberg, Portland Impact; Kristin Wollen, Friendly House; Rick Nitti, Neighborhood House, and Invited Others

---

**Agenda Title:** Update on Revisions to the Homeless Families Plan

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?**  
None, briefing update only.
  2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
See attached Recommendations from the *Coalition for Homeless Families* for Revisions to the Homeless Families Plan for Multnomah County.
  3. **Explain the fiscal impact (current year and ongoing).**

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

**Required Signatures:**

Department/Agency Director: Lonnie Roberts

Date: 07/13/04

Budget Analyst

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

Date:

Dept/Countywide HR

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

Date:

Recommendations from the *Coalition for Homeless Families*  
For

Revisions to the Homeless Families Plan  
For

MULTNOMAH COUNTY:

A Five-Year Roadmap for Service Development\*  
July 2000 - June 2005

Revisions Recommended:	May 2004
* Originally Adopted:	July 2000

RECOMMENDATIONS FROM THE COALITION FOR HOMELESS FAMILIES  
REGARDING REVISIONS TO THE

*HOMELESS FAMILIES PLAN FOR MULTNOMAH COUNTY:*  
FIVE YEAR ROADMAP FOR SERVICE DEVELOPMENT  
May 2004

The "*Homeless Families Plan for Multnomah County: Five Year Roadmap for Service Development*" was adopted in July 2000 by the Multnomah County Commissioners. Much has changed since that time and these revisions are proposed in response to those changes. The changes include:

- 1) The Multnomah County Office of School and Community Partnerships has replaced the Community and Family Service Center Framework with the School Aged Policy Framework.
- 2) The City of Portland, in conjunction with Multnomah County and the Housing Authority of Portland, is developing "The Ten Year Plan to End Homelessness." Regionally, the "Bridges to Housing" Group has been formed.
- 3) The City of Portland and Multnomah County have developed a new partnership to end homelessness utilizing the force of their joint resources.
- 4) The 10-year Plan to End Homelessness emphasizes three categories of homelessness:
  - \* *Chronically homeless*: People who experience homelessness for a year or longer;
  - \* *Episodic Homelessness*: People who have multiple episodes of homelessness that are short or long-term;
  - \* *Situational or transitional Homelessness*: People who experience homelessness one time and the homelessness short-term.

This categorization de-emphasizes the traditional four categories of homelessness: families, singles, youth and survivors of domestic violence.

- 5) The Poverty Elimination Framework has been developed and adopted to work toward a reduction in poverty for homeless and very low-income households.
- 6) The Early Childhood Framework has been developed and adopted to address the needs of young children, including homeless children.
- 7) The funding for services for Homeless Families has not declined significantly since July 2000, but neither has it increased significantly. In contrast, substantial new

---

<sup>1</sup> In the 2004 McKinney Funding Application, the term chronically homeless will not ever be applied to homeless families. Homeless families will only be considered in the category: Other Homeless.

funding has been secured for Homeless Singles, and to a lesser extent, for Homeless Youth.

- 8) There is a growing awareness of the overlap between the various homeless populations. Homeless singles may be parents separated from their children. Homeless teen parents clearly overlap two groups. Survivors of domestic violence are often homeless and many homeless women report being victims of domestic violence in their pasts.
- 9) Homeless families have become the fastest growing segment of the homeless population.

## BACKGROUND

The July 2000 Homeless Families Plan called for:

*".....increased and stabilized funding to address the needs of an increasing number of families with children who cannot find, afford, and maintain housing. It is projected that a homeless families system will need \$4,222,810 annually to be able to help an estimated 270 families at any point in time leave the state of homelessness, 79 families to prevent homelessness per year, and 80 families receive only limited emergency services...The Homeless Families Plan is not designed to serve all of the homeless families in the community. There are an estimated 622 families homeless in Multnomah County at any one time.....the Homeless Families Plan calls for serving approximately 43% of the needy families."*

While the *Homeless Families Plan* of July 2000 has not yet resulted in increased and stabilized funding, the majority of the homeless on any night are still people in families. The One Night Shelter County on March 26, 2003 shows that 2,220 people were homeless on that night. Of those 2,220 people, there were 1,230 people living in families (55% living in families). The 1,230 people in families were in 373 households on that night (average household size: 3.29 persons).

In contrast to the "One Night Shelter Count<sup>2</sup>," the data from the Crosswalk System used by Multnomah County provides statistics over a two-year period of time. The data from the Crosswalk System show that the Homeless Families System served **2,876 homeless families over the last two years—which is over 7,800 parents and children over the two-year period.**

---

<sup>2</sup> The One Night Shelter Count taken on 11/19/03 showed 2,285 people homeless on that night. Of those individuals, 1,148 were people living in families. (50%). The people in families were in 354 households

## OVERVIEW OF THE PROPOSED REVISIONS

- \*\*\* The revisions to the July 2000 *Homeless Families Plan* proposed here are designed to reflect the need to develop a system that will serve all of the families who are homeless on any night. (The July 2000 Plan called for services to 43% of the families homeless on any night.)
- \*\*\* The Revision recommends that the current capacity of the homeless families system be expanded to be able to serve all of the families homeless on any night--but does not recommend a substantial increase in costs over those proposed in the July 2000 *Homeless Families Plan*.
- \*\*\* The July 2000 *Homeless Families Plan* called for 79 families per year to be helped with rent assistance to prevent homelessness. In the Revision, the efforts to prevent homelessness are markedly expanded. The Revision calls for 400 families per year to receive rent assistance to prevent homelessness. The Revision also calls for the development of more housing affordable for families with incomes under 30% of median family income and programs to assist very low-income families to stabilize and increase their incomes.
- \*\*\* The July 2000 *Homeless Families Plan* states that at least 622 families are homeless on any night. Hopefully, additional data will be collected in the near future to provide more accurate information on the number of homeless families on any night. Using 622 homeless families as the base and estimating a 4% increase in homelessness in Portland each year (2000 to 2004), the estimate is that 728 families will be homeless on any night in 2004. This would mean that approximately 2,395 people in families will be homeless on any night in 2004.
- \*\*\* Of the 1,230 people in homeless families counted in the One Night Shelter Count on 3/26/03, there were 113 people included from the system for survivors of domestic violence. This means that at least 34 families are homeless each night because of domestic violence. This would mean that of the 728 families who will be homeless on any night in 2004, at least 40 of these families will be homeless because of domestic violence. Technically, the Homeless Families System does not include shelters or transitional housing for victims of domestic violence. Therefore, the number of 728 homeless families per night in 2004 should be reduced to 688 families each night in 2004. The capacity of the Homeless Families System should be at least 688 families per night in 2004. It is estimated that these 688 families are comprised of 2,264 parents and children.

### SUMMARY OF THE NUMBERS

HOMELESS FAMILIES	NO. OF HOMELESS FAMILIES	NO. OF INDIVIDUALS IN COUNTED FAMILIES
In two years	2,876	7,800
Per Year	1,438	3,900
Counted on 3/26/03	373	1,230
Turned away on 3/26/03	74	
Estimated un-served & uncounted	203	
Per night estimated homeless in 2000	622	
Per night estimated homeless in 2004	728	2,395
Per night estimated Homeless in 2004 w/o DV	688	2,264

These appear to be the best figures available as to the number of homeless people living in families in Multnomah County. However, there is now an emphasis being placed on determining the number of homeless families served and un-served in Multnomah County. Additional data can be expected by late 2004 or 2005.

According to the One Night Shelter Count on 3/26/03, the type of shelter/housing where homeless people are on any night is:

TYPE OF SHELTER/HOUSING	TOTAL NO. OF HOMELESS	EST. NO. IN FAMILIES	EST. NO. OF SINGLES
Emergency Shelter	597	149	448
Vouchers	64	35	29
Rent Assistance	497	273	224
Transitional Housing	1,062	773	289
Total on 3/26/03	2,220	1230	990

Using this data, the following chart shows where people in homeless families were on 3/26/03, and what the revised capacity of the system needs to be. The revised capacity is based on 728 families being homeless on any night in 2004---which would be an estimate of 2,395 people in families who are homeless on any night.

EXPANDED CAPACITY	PEOPLE SERVED IN HOMELESS FAMILIES/NIGHT	
	ON 3/26/03	ESTIMATED NEED BY 2004
Emergency Shelter	149	200
Vouchers	35	64
Rent Assistance	273	646*
Transitional Housing	773	1,485*
Total on 3/26/03	1,230	4,399

\*These figures include all forms of housing for homeless families including RASP, Transitions to Housing, etc.

The total estimated need is a figure which represents being able to serve all of the people in families who are homeless on any night---without having to turn away any people in families. These figures include families who are homeless because they are survivors of domestic violence. When the families who are homeless because of domestic violence are excluded, the figures are:

Projected Number of Individuals in Homeless Families/Night Needing Service in 2004:

TYPE OF SHELTER/HOUSING	ALL FAMILIES	FAMILIES NOT INCLUDED IN DV
Emergency Shelter	200	140
Vouchers	64	35
Rent Assistance	646*	546*
Transitional Housing	1,485	1,345*
Total Estimated Need	2,395	2,066

#### **PROPOSED REVISIONS TO THE COMPONENTS OF THE JULY 2000 HOMELESS FAMILIES PLAN**

The following recommended revisions are designed to further improve the ability of the Homeless Families System to serve homeless parents and children. The July 2000 *Homeless Families Plan* consisted of 19 essential components---listed from (A) to (N). The recommended revisions are based on updating these essential components. One additional component has been added.

##### **A. Single 24-hour Telephone Access/Intake and Client Database**

The 211 system, which is currently being developed, will become the "single 24-hour Telephone Access System." Because homeless families will call into this line in search of shelter, it will be important that the 211 system has up-to-date information on shelters and other programs for homeless families. While the cost of the 211 system would not be a responsibility of the Homeless Families System, it will be important to ensure that 211 staff are readily available, well trained, and sensitive to the needs of homeless families.

Through the 211-telephone system, Homeless families will be referred to the Regional Centers and/or shelters, nearest to their location. As a revision to the July 2000 *Homeless Families Plan*, each of the six Regional Centers will need the capacity to complete intakes with the families determining what is needed for the family: "Housing First," shelter, eviction prevention, etc. Each of the Regional Centers should have 2 Full time Intake Staff people for this activity. The Homeless Families System recognizes that homeless families have a wide variety of needs. As a result, there needs to be a holistic, individualized approach to helping them overcome their homelessness. After providing Intake Services, homeless families will be placed into the shelter or housing option best



able to meet their needs: Housing First Model, family shelters, motel vouchers, transitional housing, etc. Where possible, homeless families with needs for A/D Treatment, Mental Health Counseling, Services as a survivor of domestic violence, etc. will be referred to those systems.

The estimated cost for the two Intake Staff in each of the 6 Regions are as follows: The cost per FTE would be: \$12.50 per hour for 2080 hours per year = \$26,000 salary--plus 24% for taxes and benefits (\$6240)--plus \$6,000 per year for occupancy costs and materials and supplies. This would be \$38,240 per FTE; there would be 2 FTE at each of the 6 Regional Centers. Total cost of = \$458,880.

Estimated Cost for 24-hour access: 2 FTE at \$38,240 each for 6 Regional Centers = \$458,880

#### **B. Homeless Families Program---Assessment and Case Management Support**

In the revised Plan, assessment will be completed in the Regional Center by an Intake Worker, in the Shelter, or in the Housing Placement. The homeless family, or families at high risk of homelessness, might have been referred to the Regional Center by the 211 line or by another source---or the family might have walk into the Regional Center. As described above, each Regional Center will have 2 Intake Workers available to assist homeless families. The Intake Worker will ensure that each homeless family has a place to stay which is most appropriate for that family---in permanent housing (Housing First), in a family shelter, in transitional housing, or with a motel voucher. The Intake Worker will also ensure that homeless families, and families at high risk of homelessness who are receiving eviction prevention services, are able to receive case management services. Case Managers will help ensure housing stabilization and will help the family overcome the problems causing the homelessness. The level and extent of case management is determined by family need and may be very limited or intensive. Case Management is offered in collaboration with any other service systems, which the family is utilizing. Case Managers will assist families to enter transitional or permanent housing as quickly as possible; shelter and motel voucher stays will be as short as possible. Transitional housing will be utilized for families who can not access permanent housing.

Two additional Case Managers are needed at each Regional Center. The estimated cost is: \$14 per hour for 2080 hours per year = 1 FTE at \$29,120 per year. Plus: taxes and benefits at 24% (\$6989) Plus \$6000 for occupancy costs and material and supplies. This would be \$42,109 per FTE. There would be 2 FTE at each of the 6 Regional Centers. Total cost of = \$505,308.

Estimated Cost for additional case management: 2 FTE at \$42,109 each for 6 Regional Centers = \$505,308

#### **C. Ethnic/Cultural Specific Services**

This section of the July 2000 *Homeless Families Plan* was completed with input from ethnic and cultural providers.

This section now needs to be revised based on the School Aged Policy Framework which set aside specific funding for culturally specific services.

The costs are included in funding for the School Age Policy Framework. These are estimated to be: \$240,480---which is 50% of the total Anti Poverty Services to Culturally Specific Providers without energy assistance funding.

#### **D. Emergency Year Round Shelter Options**

#### **E. Overflow Shelters**

There is no need to create three new shelters for homeless families as called for in the July 2000 *Homeless Families Plan*. Instead, the existing homeless family shelters should be funded to provide services 365 days/nights per year. There would then be no need to have overflow family shelters that only operate intermittently--usually in the winter.

The existing shelters for homeless families receive very little governmental funding compared to their actual costs of operation. Some of the family shelters do not accept any governmental funding. As a result, the family shelters are very cost effective from the standpoint of amount of governmental funding compared to number of families served.

There are currently four family shelters which receive some government funding which could be utilized as year round shelters: SafeHaven, Harbor Light/Door of Hope, Goose Hollow, and Daybreak Shelter Network. There are also two other shelters that could become year round: Reedwood and Common Cup. Finally, there are also two shelters for homeless families that do not accept government funding: My Father's Place and Shepherd's Door. The cost per night of these shelters needs to be determined--with and without case management. These costs should then be compared to the cost of utilizing motel vouchers---with and without case management.

It is very important that homeless families not be required to live/sleep outdoors, in abandoned buildings, doubled up with other families, or in other unsafe conditions. Shelters would be used to ensure that all families had a "roof over their heads." At full capacity, the eight shelters could serve approximately 140 to 170 people in homeless families each night.

Estimated Costs for shelters for Homeless Families: Shelters should be funded at 80% of their total cost. At least, \$400,000 would need to be available to ensure that shelters<sup>3</sup> are funded for year- round operations<sup>4</sup>.

---

<sup>3</sup> A study needs to be conducted to compare the effectiveness and costs of shelters for homeless families (including the cost of case management) with that of motel vouchers (with case management). The results of this study would determine if additional funding should go to shelters for homeless families or to motel vouchers for homeless families.

#### **F. Motel Vouchers**

The July 2000 Plan called for \$381,000 in Motel Vouchers for families staying in motels for up to four weeks. The Coalition for Homeless Families has compared the use of motel vouchers to the use of shelters for homeless families. The Coalition concluded that it is important for the system of housing/services for homeless families to include both motel vouchers and shelters. Because (1) access to shelter is not uniform throughout Multnomah County and (2) the utilization of the motel voucher or the shelter will depend on the needs and circumstances of the family,--the Coalition for Homeless Families decided that agencies should have the flexibility to use either a motel voucher or a shelter depending on the requirements of the homeless family.

Motel Vouchers should be used when the shelters for homeless families are full or can not be accessed or in special circumstances: medical needs, language or cultural barriers, etc. Motel Vouchers should be used for as few nights as possible with the homeless family being able to move into more permanent housing or shelter as quickly as possible. Families who are placed in Motels in emergency situations should be seen at the nearest Regional Center as soon as possible.

Shelters are especially useful in situations where a structured environment is required. In the shelter, families have access to social services at all times---and usually have easy access to case managers and other staff. Shelters offer a safe environment for homeless families---where some motels do not. Homeless families with family members who have Alcohol/Drug and/or Mental Health issues may benefit from the additional structure and staffing in the shelter<sup>5</sup>.

Estimated Cost for Motel Vouchers: \$381,000 per year--until the study recommendations can be implemented.

#### **G. Short Term Housing---This should be re-titled:**

##### **Facility Based Transitional Housing**

As described in the July 2000 *Homeless Families Plan*, the existing three facilities will continue to be supported: **Turning Point**, **Richmond Place** and **Willow Tree**.

---

<sup>4</sup> Enhanced rent assistance needs to be available so that fewer families become homeless and need shelters for homeless families.

<sup>5</sup> **Housing First** is used to describe a method in which the family is placed in permanent housing as soon as possible. Lengthy stays in shelters or transitional housing are avoided. The family may pay none, some, or all of rent themselves. If the family can not pay the rent, there is rent assistance available for a few months. This is also called the Beyond Shelter Model. **Scattered Site Transitional Housing and Facility Based Transitional Housing** are used to mean that the family is not able to afford market rent and their rent must be subsidized for a period up to 24 months. The family pays up to one third of its income for rent and the balance of the rent is subsidized. Over time, the family may pay an increasing proportion of the rent and the subsidy is decreased. Lack of money for rent is not the only issue facing the homeless family. It is focused on here because lack of rent directly results in homelessness. Other needs of these homeless families also include: food, clothing, medical care, transportation, childcare, legal services, etc.

Each night, up to 53 homeless families are served in these three transitional housing facilities. These are families who can not access permanent housing (in the next six months)---but would not be appropriate for shelter. Homeless families in these three congregate facilities can utilize this type of housing for up to 18 months. The family pays up to one third of its income in rent and the balance is subsidized. Over time, the subsidy can decrease and the family would pay a greater percentage.

Estimated Cost for Facility Based Transitional Housing: \$359,016 for up to 53 families each night for 365 nights per year.

#### **H. Community-based (Scattered Site) Short Term Housing**

As described in the July 2000 *Homeless Families Plan*, scattered site housing would be distributed throughout the six Regions. **This feature is continued and strengthened in the School Aged Policy Framework and is a very important component of the *Homeless Families Plan*. Because funding for this type of housing comes from the McKinney Act, the regulations for that funding apply here.** Scattered-site transitional housing is utilized for homeless families who can not yet pay 100% of the market rate rent. These formerly homeless families pay up to one third of their income in rent for up to 24 months. This type of housing would be spread throughout the community in facilities operated by private landlords.

In this revision to the *Homeless Families Plan*, there would be funding for scattered-site transitional housing for **double** the number of families that are now served. In July 2000, there was funding of \$409,792 for transitional housing. That number would be doubled to be able to serve 120 to 140 families per night--for a cost of : \$819,584 per year. At an average cost of \$795 per family per month for transitional housing, 129 families could be served each night.

Estimated Cost for scattered site transitional housing: \$819,584 for 129 families per night for 365 nights.

#### **I. Transitional Services with Permanent Housing**

As described in the July 2000 *Homeless Families Plan*, families described in this component of *The Plan*....."pay 100% of the rent themselves. They lease their own permanent housing--but receive transitional services, including assistance from a housing relocation specialist to locate appropriate and affordable accommodations. They also need to receive intensive home-based case management. These services would be available in each of the six Regional Centers." The July 2000 Plan calls for 6 Transitional Services Staff People at a cost of \$327,600.

The Revised Plan recommends that additional case managers be funded in Section B -- but not here. If additional funding were available, it could be attached to the Energy Assistance Program to insure that at families at high risk of homelessness receive all of the services they need for which they are eligible.

Estimated Cost: no costs are estimated in this section.

**J. Housing Relocation**

As described in the July 2000 Plan, each Regional Center would receive funding for a Housing Relocation Specialist. Each Housing Relocation Specialist would be expected to develop 15-20 additional affordable housing units annually. This is needed to ensure that the Housing First/Beyond Shelter Models can work. As described in the July 2000 Plan, the estimated cost would be : \$326,600 in staff costs (6 FTE) to cultivate 90-120 additional housing units each year.

Estimated cost in the Revised Plan: \$14 per hour for 2080 hours per year = 1 FTE at \$29,120 per year. Plus: taxes and benefits at 24% (\$6989) Plus \$6000 for occupancy costs and material and supplies. This would be \$42,109 per FTE. For 6 FTEs, this would be: \$252,654.

**K. Support Services--Client Assistance**

Support services include: alcohol and drug treatment, mental health, detox, employment assistance, adult education and training, childcare, food, clothing, emergency basic needs, etc. The funds should be available to assist approximately 450 families at an average cost of \$750 each for a total of \$337,500. In comparison to the July 2000 Plan, this represents providing support services to more families (450 vs. 200), but at a lesser cost per family (\$750 vs. \$2000). The cost in the July 2000 Plan was \$400,898 to assist approximately 200 homeless families.

Estimated Cost in the Revised Plan: 200 families at \$750 each = \$337,500.

**L. Drug and Alcohol Interventionist**

Instead of a Drug and Alcohol Interventionist as called for in the July 2000 Plan, in the Revised Plan, these funds should be utilized as described in K above to provide alcohol and drug services. However, there would be no difference in the cost.

Estimated cost: Same as shown in the July 2000 Plan: \$48,000.

**M. Children's Services**

There would be a fund established which Case Managers throughout the 6 Regions could access to pay for services for children. As described in the July 2000 Plan, this would include childcare, children's activities, health screenings, and 24-hour child care/respite services as well as alcohol/drug and mental health treatment for homeless children.

Estimated cost: \$115,000 to assist 300 children per year

**N. Rent Assistance**

As described in the July 2000 Plan, this service is needed to prevent homelessness. It is utilized for families who have housing but are at high risk of eviction and subsequent homelessness. Based on funding source requirements, there is a limit of \$2000 in a 12-month time frame. Families in this category must be able to show that they can pay 100% of their own rent after this assistance. It is provided through the Multnomah County Clearinghouse. Because of its cost effectiveness and its ability to prevent homelessness, this service should be expanded.

The Estimated Cost for Rent Assistance in the July 2000 Plan was \$159,000 for 79 families. (This did not include RASP.)

The Revised Plan calls for Rent Assistance to be available to 400 to 410 families per year--including RASP, LIRHF, and other funds. At a cost of up to \$2000 per family for 400 families, this is a total cost of \$800,000.

**O. Housing Affordable to Families with incomes under 30% MFI**

This section is an addition to the July 2000 Plan. It calls for additional permanent housing for families with incomes below 30% of median family income. Fewer families would become homeless and homeless families would require shorter stays in the Homeless Family System if there were more housing affordable to families with incomes under 30% of the Median Family Income (MFI). The Homeless Families System should advocate for increased housing of this type---or increased rent subsidies to make vacant housing units affordable to homeless families. Families leaving homelessness need to pay no more than one-third of their incomes in rent; this generally translates to housing for families at 15% to 25% MFI.

It is recommended that an additional 5,500 units of housing be developed and for families with incomes below 30% MFI. (This would include rent subsidies to make vacant units available to families with incomes under 30% MFI.)

ESTIMATED COSTS: JULY 2000 PLAN VS. THE REVISED PLAN

LINE ITEM	JULY 2000 PLAN - BASIC	REVISED PLAN
A. Single Entry Access	\$ 273,760	\$458,880
B. Assessment & Case Management	0	0
B-1: Case Mgt	503,803	505,308
B-2: Facility Case Mgt	169,809	169,809
C. Culturally Based Services	190,000	240,480*
D. Emergency Shelter	422,080	400,000
E. Overflow Shelter	72,727	0
F. Motel Vouchers	381,500	381,000
G. Facility Based Housing	359,016	359,016
H. Scattered Site Housing	512,242	819,584
I. Case Mgt w/Housing	326,600	0
J. Housing Relocation	288,375	252,654
K. Support Services	400,898	337,500
L. Drug & Alcohol	48,000	48,000
M. Children's Services	115,000	115,000
N. Rent Assistance	159,000	800,000
O. Additional Aff Hsg	0	0
<b>Total*</b>	<b>\$4,224,810</b>	<b>\$4,887,231</b>
<b>Number of Families to be served**</b>	<b>270</b>	<b>688</b>

\* This is a 15.7% cost increase.

\*\* This is a 154.8% increase in the number of families to be served.

Utilizing these estimates, the total cost of implementing the *Homeless Families Plan* is over four million dollars per year. In July 2000, there was \$2,762,354 available to provide these services. There is probably less available now--May 2004<sup>6</sup>.

RECOMMENDATIONS ON THE FIRST STEPS TO IMPLEMENTING THE HOMELESS FAMILIES PLAN:

To enhance services to homeless families and to help prevent homelessness, the Coalition for Homeless Families recommends that an additional \$650,000 in new funding be sought immediately from the City of Portland, Multnomah County, and other sources. This would be a first step to obtaining all the funding necessary to serve all of the families who are homeless on any night. The highest priorities for additional funding and services are:

<sup>6</sup> In the School Age Policy Framework, \$480,961 is allocated for Anti Poverty Services, excluding energy assistance. It is estimated that half of this amount will be utilized for services to homeless families. This estimate needs to be verified.

FUNDING PRIORITY FOR NEW RESOURCES

ITEM	COST
Highest priority for "new" funding	
(a) Additional case managers Average of \$40,000/case manager. One CM for each of the six Regional Centers	\$240,000
(b) Short Term Rent Assistance (up to 24 months) who are homeless or at high risk of Homelessness (Recommend the Transitions to Housing Model be used)	300,000
Second Priority for "new" funding:	
(c) Funding for Client Assistance	\$60,000
Third Priority for "new" funding	
(d) Additional funding to support shelters for homeless families and/or vouchers	\$50,000
<b>Total Request for Additional Funding</b>	<b>\$650,000</b>





503-988-5201

503-988-5202 fax

2900 S.E. 122nd Ave.  
Portland, OR 97236

**RECEIVED**

JUL 21 2004

DIANE LINN  
MULTNOMAH COUNTY CHAIR

July 21, 2004

Diane Linn  
Chair  
Multnomah County Commission  
501 SE Hawthorne  
Portland, Oregon

Dear Diane,

I am writing to apologize to you. I realize now that the request for an agenda item for the Board of County Commissioners on the Revisions to the Homeless Families Plan should have been presented through your office. I am very sorry that I did not do that.

I was meeting with Lonnie Roberts last week about developing a Multi Service/Social Service Center in the Rockwood area. If we can develop this center, it would be the Regional Center for Region 6 under the School Age Policy Framework. We talked about the needs of low-income and homeless families in East County in relation to the Multi Service Center---and in relation to the Revised Homeless Families Plan. I said that the Coalition for Homeless Families wanted to present the Revised Homeless Families Plan to the Board of County Commissioners. Lonnie said that he could schedule it--and he did.

Again, I am very sorry that this came to you through the wrong route. You and I have worked together on many projects. I have always been grateful for your leadership and courage on the many difficult issues that face Multnomah County. I know that you have always provided very strong support for services to families--especially homeless families.

I am afraid that my mistake here has caused problems for you and I am very sorry. I should have brought this to you directly.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jean".

Jean DeMaster

Recommendations from the  
*Coalition for Homeless Families*  
for

Revisions to the Homeless Families Plan  
For

MULTNOMAH COUNTY:

A Five-Year Roadmap for Service Development\*  
July 2000 – June 2005

Revisions Recommended: May 2004

\*Originally Adopted: July 2000

RECOMMENDATIONS FROM THE COALITION FOR HOMELESS FAMILIES  
REGARDING REVISIONS TO THE

*HOMELESS FAMILIES PLAN FOR MULTNOMAH COUNTY:*  
FIVE YEAR ROADMAP FOR SERVICE DEVELOPMENT  
May 2004

The "*Homeless Families Plan for Multnomah County: Five Year Roadmap for Service Development*" was adopted in July 2000 by the Multnomah County Commissioners. Much has changed since that time and these revisions are proposed in response to those changes. The changes include:

- 1) The Multnomah County Office of School and Community Partnerships has replaced the Community and Family Service Center Framework with the School Aged Policy Framework.
- 2) The City of Portland, in conjunction with Multnomah County and the Housing Authority of Portland, is developing "The Ten Year Plan to End Homelessness." Regionally, the "Bridges to Housing" Group has been formed.
- 3) The City of Portland and Multnomah County have developed a new partnership to end homelessness utilizing the force of their joint resources.
- 4) The 10-year Plan to End Homelessness emphasizes three categories of homelessness:
  - *Chronically homeless*: People who experience homelessness for a year or longer;
  - *Episodic Homelessness*: People who have multiple episodes of homelessness that are short or long-term;
  - *Situational or transitional Homelessness*: People who experience homelessness one time and the homelessness short-term.

This categorization de-emphasizes the traditional four categories of homelessness: families, singles, youth and survivors of domestic violence.

- 5) The Poverty Elimination Framework has been developed and adopted to work toward a reduction in poverty for homeless and very low-income households.
- 6) The Early Childhood Framework has been developed and adopted to address the needs of young children, including homeless children.
- 7) The funding for services for Homeless Families has not declined significantly since July 2000, but neither has it increased significantly. In contrast, substantial new

---

<sup>1</sup> In the 2004 McKinney Funding Application, the term chronically homeless will not ever be applied to homeless families. Homeless families will only be considered in the category: Other Homeless.

funding has been secured for Homeless Singles, and to a lesser extent, for Homeless Youth.

- 8) There is a growing awareness of the overlap between the various homeless populations. Homeless singles may be parents separated from their children. Homeless teen parents clearly overlap two groups. Survivors of domestic violence are often homeless and many homeless women report being victims of domestic violence in their pasts.
- 9) Homeless families have become the fastest growing segment of the homeless population.

## BACKGROUND

The July 2000 *Homeless Families Plan* called for:

*".....increased and stabilized funding to address the needs of an increasing number of families with children who cannot find, afford, and maintain housing. It is projected that a homeless families system will need \$4,222,810 annually to be able to help an estimated 270 families at any point in time leave the state of homelessness, 79 families to prevent homelessness per year, and 80 families receive only limited emergency services...The Homeless Families Plan is not designed to serve all of the homeless families in the community. There are an estimated 622 families homeless in Multnomah County at any one time.....the Homeless Families Plan calls for serving approximately 43% of the needy families."*

While the *Homeless Families Plan* of July 2000 has not yet resulted in increased and stabilized funding, the majority of the homeless on any night are still people in families. The One Night Shelter Count on March 26, 2003 shows that 2,220 people were homeless on that night. Of those 2,220 people, there were 1,230 people living in families (55% living in families). The 1,230 people in families were in 373 households on that night (average household size: 3.29 persons).

In contrast to the "One Night Shelter Count<sup>2</sup>," the data from the Crosswalk System used by Multnomah County provides statistics over a two-year period of time. The data from the Crosswalk System show that the Homeless Families System served **2,876 homeless families over the last two years—which is over 7,800 parents and children over the two-year period.**

---

<sup>2</sup> The One Night Shelter Count taken on 11/19/03 showed 2,285 people homeless on that night. Of those individuals, 1,148 were people living in families. (50%). The people in families were in 354 households

## OVERVIEW OF THE PROPOSED REVISIONS

\*\*\* **The revisions to the July 2000 *Homeless Families Plan* proposed here are designed to reflect the need to develop a system that will serve all of the families who are homeless on any night.** (The July 2000 Plan called for services to 43% of the families homeless on any night.)

\*\*\* The Revision recommends that the current capacity of the homeless families system be expanded to be able to serve all of the families homeless on any night--but does not recommend a substantial increase in costs over those proposed in the July 2000 *Homeless Families Plan*.

\*\*\* The July 2000 *Homeless Families Plan* called for 79 families per year to be helped with rent assistance to prevent homelessness. In the Revision, the efforts to prevent homelessness are markedly expanded. The Revision calls for 400 families per year to receive rent assistance to prevent homelessness. The Revision also calls for the development of more housing affordable for families with incomes under 30% of median family income and programs to assist very low-income families to stabilize and increase their incomes.

\*\*\* The July 2000 *Homeless Families Plan* states that at least 622 families are homeless on any night. Hopefully, additional data will be collected in the near future to provide more accurate information on the number of homeless families on any night. Using 622 homeless families as the base and estimating a 4% increase in homelessness in Portland each year (2000 to 2004), the estimate is that 728 families will be homeless on any night in 2004. This would mean that approximately 2,395 people in families will be homeless on any night in 2004.

\*\*\* Of the 1,230 people in homeless families counted in the One Night Shelter Count on 3/26/03, there were 113 people included from the system for survivors of domestic violence. This means that at least 34 families are homeless each night because of domestic violence. This would mean that of the 728 families who will be homeless on any night in 2004, at least 40 of these families will be homeless because of domestic violence. Technically, the Homeless Families System does not include shelters or transitional housing for victims of domestic violence. Therefore, the number of 728 homeless families per night in 2004 should be reduced to 688 families each night in 2004. The capacity of the Homeless Families System should be at least 688 families per night in 2004. It is estimated that these 688 families are comprised of 2,264 parents and children.

### SUMMARY OF THE NUMBERS

HOMELESS FAMILIES	NO. OF HOMELESS FAMILIES	NO. OF INDIVIDUALS IN COUNTED FAMILIES
In two years	2,876	7,800
Per Year	1,438	3,900
Counted on 3/26/03	373	1,230
Turned away on 3/26/03	74	
Estimated un-served & uncounted	203	
Per night estimated homeless in 2000	622	
Per night estimated homeless in 2004	728	2,395
Per night estimated Homeless in 2004 w/o DV	688	2,264

These appear to be the best figures available as to the number of homeless people living in families in Multnomah County. However, there is now an emphasis being placed on determining the number of homeless families served and un-served in Multnomah County. Additional data can be expected by late 2004 or 2005.

According to the One Night Shelter Count on 3/26/03, the type of shelter/housing where homeless people are on any night is:

TYPE OF SHELTER/HOUSING	TOTAL NO. OF HOMELESS	EST. NO. IN FAMILIES	EST. NO. OF SINGLES
Emergency Shelter	597	149	448
Vouchers	64	35	29
Rent Assistance	497	273	224
Transitional Housing	1,062	773	289
Total on 3/26/03	2,220	1230	990

Using this data, the following chart shows where people in homeless families were on 3/26/03, and what the revised capacity of the system needs to be. The revised capacity is based on 728 families being homeless on any night in 2004---which would be an estimate of 2,395 people in families who are homeless on any night.

EXPANDED CAPACITY	PEOPLE SERVED IN HOMELESS FAMILIES/NIGHT	
	ON 3/26/03	ESTIMATED NEED BY 2004
Emergency Shelter	149	200
Vouchers	35	64
Rent Assistance	273	646*
Transitional Housing	773	1,485*

Total on 3/26/03	1,230	4,399
------------------	-------	-------

\*These figures include all forms of housing for homeless families including RASP, Transitions to Housing, etc.

The total estimated need is a figure which represents being able to serve all of the people in families who are homeless on any night---without having to turn away any people in families. These figures include families who are homeless because they are survivors of domestic violence. When the families who are homeless because of domestic violence are excluded, the figures are:

Projected Number of Individuals in Homeless Families/Night Needing Service in 2004:

TYPE OF SHELTER/HOUSING	ALL FAMILIES	FAMILIES NOT INCLUDED IN DV
Emergency Shelter	200	140
Vouchers	64	35
Rent Assistance	646*	546*
Transitional Housing	1,485	1,345*
Total Estimated Need	2,395	2,066

#### **PROPOSED REVISIONS TO THE COMPONENTS OF THE JULY 2000 HOMELESS FAMILIES PLAN**

The following recommended revisions are designed to further improve the ability of the Homeless Families System to serve homeless parents and children. The July 2000 *Homeless Families Plan* consisted of 19 essential components---listed from (A) to (N). The recommended revisions are based on updating these essential components. One additional component has been added.

##### **A. Single 24-hour Telephone Access/Intake and Client Database**

The 211 system, which is currently being developed, will become the "single 24-hour Telephone Access System." Because homeless families will call into this line in search of shelter, it will be important that the 211 system has up-to-date information on shelters and other programs for homeless families. While the cost of the 211 system would not be a responsibility of the Homeless Families System, it will be important to ensure that 211 staff are readily available, well trained, and sensitive to the needs of homeless families.

Through the 211-telephone system, Homeless families will be referred to the Regional Centers and/or shelters, nearest to their location. As a revision to the July 2000 *Homeless Families Plan*, each of the six Regional Centers will need the capacity to complete intakes with the families determining what is needed for the family: "Housing First," shelter, eviction prevention, etc. Each of the Regional Centers should have 2 Full time Intake Staff people for this activity. The Homeless Families System recognizes that



homeless families have a wide variety of needs. As a result, there needs to be a holistic, individualized approach to helping them overcome their homelessness. After providing Intake Services, homeless families will be placed into the shelter or housing option best able to meet their needs: Housing First Model, family shelters, motel vouchers, transitional housing, etc. Where possible, homeless families with needs for A/D Treatment, Mental Health Counseling, Services as a survivor of domestic violence, etc. will be referred to those systems.

The estimated cost for the two Intake Staff in each of the 6 Regions are as follows: The cost per FTE would be: \$12.50 per hour for 2080 hours per year = \$26,000 salary--plus 24% for taxes and benefits (\$6240)--plus \$6,000 per year for occupancy costs and materials and supplies. This would be \$38,240 per FTE; there would be 2 FTE at each of the 6 Regional Centers. Total cost of = \$458,880.

Estimated Cost for 24-hour access: 2 FTE at \$38,240 each for 6 Regional Centers = \$458,880

#### **B. Homeless Families Program---Assessment and Case Management Support**

In the revised Plan, assessment will be completed in the Regional Center by an Intake Worker, in the Shelter, or in the Housing Placement. The homeless family, or families at high risk of homelessness, might have been referred to the Regional Center by the 211 line or by another source---or the family might have walk into the Regional Center. As described above, each Regional Center will have 2 Intake Workers available to assist homeless families. The Intake Worker will ensure that each homeless family has a place to stay which is most appropriate for that family---in permanent housing (Housing First), in a family shelter, in transitional housing, or with a motel voucher. The Intake Worker will also ensure that homeless families, and families at high risk of homelessness who are receiving eviction prevention services, are able to receive case management services. Case Managers will help ensure housing stabilization and will help the family overcome the problems causing the homelessness. The level and extent of case management is determined by family need and may be very limited or intensive. Case Management is offered in collaboration with any other service systems, which the family is utilizing. Case Managers will assist families to enter transitional or permanent housing as quickly as possible; shelter and motel voucher stays will be as short as possible. Transitional housing will be utilized for families who can not access permanent housing.

Two additional Case Managers are needed at each Regional Center. The estimated cost is: \$14 per hour for 2080 hours per year = 1 FTE at \$29,120 per year. Plus: taxes and benefits at 24% (\$6989) Plus \$6000 for occupancy costs and material and supplies. This would be \$42,109 per FTE. There would be 2 FTE at each of the 6 Regional Centers. Total cost of = \$505,308.

Estimated Cost for additional case management: 2 FTE at \$42,109 each for 6 Regional Centers = \$505,308

### **C. Ethnic/Cultural Specific Services**

This section of the July 2000 *Homeless Families Plan* was completed with input from ethnic and cultural providers.

This section now needs to be revised based on the School Aged Policy Framework which set aside specific funding for culturally specific services.

The costs are included in funding for the School Age Policy Framework. These are estimated to be: \$240,480---which is 50% of the total Anti Poverty Services to Culturally Specific Providers without energy assistance funding.

### **D. Emergency Year Round Shelter Options**

#### **E. Overflow Shelters**

There is no need to create three new shelters for homeless families as called for in the July 2000 *Homeless Families Plan*. Instead, the existing homeless family shelters should be funded to provide services 365 days/nights per year. There would then be no need to have overflow family shelters that only operate intermittently--usually in the winter.

The existing shelters for homeless families receive very little governmental funding compared to their actual costs of operation. Some of the family shelters do not accept any governmental funding. As a result, the family shelters are very cost effective from the standpoint of amount of governmental funding compared to number of families served.

There are currently four family shelters which receive some government funding which could be utilized as year round shelters: SafeHaven, Harbor Light/Door of Hope, Goose Hollow, and Daybreak Shelter Network. There are also two other shelters that could become year round: Reedwood and Common Cup. Finally, there are also two shelters for homeless families that do not accept government funding: My Father's Place and Shepherd's Door. The cost per night of these shelters needs to be determined--with and without case management. These costs should then be compared to the cost of utilizing motel vouchers---with and without case management.

It is very important that homeless families not be required to live/sleep outdoors, in abandoned buildings, doubled up with other families, or in other unsafe conditions. Shelters would be used to ensure that all families had a "roof over their heads." At full capacity, the eight shelters could serve approximately 140 to 170 people in homeless families each night.

Estimated Costs for shelters for Homeless Families: Shelters should be funded at

80% of their total cost. At least, \$400,000 would need to be available to ensure that shelters<sup>3</sup> are funded for year- round operations<sup>4</sup>.

#### **F. Motel Vouchers**

The July 2000 Plan called for \$381,000 in Motel Vouchers for families staying in motels for up to four weeks. The Coalition for Homeless Families has compared the use of motel vouchers to the use of shelters for homeless families. The Coalition concluded that it is important for the system of housing/services for homeless families to include both motel vouchers and shelters. Because (1) access to shelter is not uniform throughout Multnomah County and (2) the utilization of the motel voucher or the shelter will depend on the needs and circumstances of the family,--the Coalition for Homeless Families decided that agencies should have the flexibility to use either a motel voucher or a shelter depending on the requirements of the homeless family.

Motel Vouchers should be used when the shelters for homeless families are full or can not be accessed or in special circumstances: medical needs, language or cultural barriers, etc. Motel Vouchers should be used for as few nights as possible with the homeless family being able to move into more permanent housing or shelter as quickly as possible. Families who are placed in Motels in emergency situations should be seen at the nearest Regional Center as soon as possible.

Shelters are especially useful in situations where a structured environment is required. In the shelter, families have access to social services at all times---and usually have easy access to case managers and other staff. Shelters offer a safe environment for homeless families---where some motels do not. Homeless families with family members who have Alcohol/Drug and/or Mental Health issues may benefit from the additional structure and staffing in the shelter<sup>5</sup>.

Estimated Cost for Motel Vouchers: \$381,000 per year--until the study recommendations can be implemented.

---

<sup>3</sup> A study needs to be conducted to compare the effectiveness and costs of shelters for homeless families (including the cost of case management) with that of motel vouchers (with case management). The results of this study would determine if additional funding should go to shelters for homeless families or to motel vouchers for homeless families.

<sup>4</sup> Enhanced rent assistance needs to be available so that fewer families become homeless and need shelters for homeless families.

<sup>5</sup> **Housing First** is used to describe a method in which the family is placed in permanent housing as soon as possible. Lengthy stays in shelters or transitional housing are avoided. The family may pay none, some, or all of rent themselves. If the family can not pay the rent, there is rent assistance available for a few months. This is also called the Beyond Shelter Model. **Scattered Site Transitional Housing and Facility Based Transitional Housing** are used to mean that the family is not able to afford market rent and their rent must be subsidized for a period up to 24 months. The family pays up to one third of its income for rent and the balance of the rent is subsidized. Over time, the family may pay an increasing proportion of the rent and the subsidy is decreased. Lack of money for rent is not the only issue facing the homeless family. It is focused on here because lack of rent directly results in homelessness. Other needs of these homeless families also include: food, clothing, medical care, transportation, childcare, legal services, etc.

**G. Short Term Housing---This should be re-titled:**

**Facility Based Transitional Housing**

As described in the July 2000 *Homeless Families Plan*, the existing three facilities will continue to be supported: **Turning Point, Richmond Place and Willow Tree.** Each night, up to 53 homeless families are served in these three transitional housing facilities. These are families who can not access permanent housing (in the next six months)---but would not be appropriate for shelter. Homeless families in these three congregate facilities can utilize this type of housing for up to 18 months. The family pays up to one third of its income in rent and the balance is subsidized. Over time, the subsidy can decrease and the family would pay a greater percentage.

Estimated Cost for Facility Based Transitional Housing: \$359,016 for up to 53 families each night for 365 nights per year.

**H. Community-based (Scattered Site) Short Term Housing**

As described in the July 2000 *Homeless Families Plan*, scattered site housing would be distributed throughout the six Regions. **This feature is continued and strengthened in the School Aged Policy Framework and is a very important component of the *Homeless Families Plan*. Because funding for this type of housing comes from the McKinney Act, the regulations for that funding apply here.** Scattered-site transitional housing is utilized for homeless families who can not yet pay 100% of the market rate rent. These formerly homeless families pay up to one third of their income in rent for up to 24 months. This type of housing would be spread throughout the community in facilities operated by private landlords.

In this revision to the *Homeless Families Plan*, there would be funding for scattered-site transitional housing for **double** the number of families that are now served. In July 2000, there was funding of \$409,792 for transitional housing. That number would be doubled to be able to serve 120 to 140 families per night--for a cost of: \$819,584 per year. At an average cost of \$795 per family per month for transitional housing, 129 families could be served each night.

Estimated Cost for scattered site transitional housing: \$819,584 for 129 families per night for 365 nights.

**I. Transitional Services with Permanent Housing**

As described in the July 2000 *Homeless Families Plan*, families described in this component of *The Plan*....."pay 100% of the rent themselves. They lease their own permanent housing--but receive transitional services, including assistance from a housing relocation specialist to locate appropriate and affordable accommodations. They also need to receive intensive home-based case management. These services would be available in each of the six Regional Centers." The July 2000 Plan calls for 6 Transitional Services Staff People at a cost of \$327,600.

The Revised Plan recommends that additional case managers be funded in Section B -- but not here. If additional funding were available, it could be attached to the Energy Assistance Program to insure that at families at high risk of homelessness receive all of the services they need for which they are eligible.

Estimated Cost: no costs are estimated in this section.

#### **J. Housing Relocation**

As described in the July 2000 Plan, each Regional Center would receive funding for a Housing Relocation Specialist. Each Housing Relocation Specialist would be expected to develop 15-20 additional affordable housing units annually. This is needed to ensure that the Housing First/Beyond Shelter Models can work. As described in the July 2000 Plan, the estimated cost would be : \$326,600 in staff costs (6 FTE) to cultivate 90-120 additional housing units each year.

Estimated cost in the Revised Plan: \$14 per hour for 2080 hours per year = 1 FTE at \$29,120 per year. Plus: taxes and benefits at 24% (\$6989) Plus \$6000 for occupancy costs and material and supplies. This would be \$42,109 per FTE. For 6 FTEs, this would be: \$252,654.

#### **K. Support Services--Client Assistance**

Support services include: alcohol and drug treatment, mental health, detox, employment assistance, adult education and training, childcare, food, clothing, emergency basic needs, etc. The funds should be available to assist approximately 450 families at an average cost of \$750 each for a total of \$337,500. In comparison to the July 2000 Plan, this represents providing support services to more families (450 vs. 200), but at a lesser cost per family (\$750 vs. \$2000). The cost in the July 2000 Plan was \$400,898 to assist approximately 200 homeless families.

Estimated Cost in the Revised Plan: 200 families at \$750 each = \$337,500.

#### **L. Drug and Alcohol Interventionist**

Instead of a Drug and Alcohol Interventionist as called for in the July 2000 Plan, in the Revised Plan, these funds should be utilized as described in K above to provide alcohol and drug services. However, there would be no difference in the cost.

Estimated cost: Same as shown in the July 2000 Plan: \$48,000.

#### **M. Children's Services**

There would be a fund established which Case Managers throughout the 6 Regions

could access to pay for services for children. As described in the July 2000 Plan, this would include childcare, children's activities, health screenings, and 24-hour child care/respite services as well as alcohol/drug and mental health treatment for homeless children.

Estimated cost: \$115,000 to assist 300 children per year

#### **N. Rent Assistance**

As described in the July 2000 Plan, this service is needed to prevent homelessness. It is utilized for families who have housing but are at high risk of eviction and subsequent homelessness. Based on funding source requirements, there is a limit of \$2000 in a 12-month time frame. Families in this category must be able to show that they can pay 100% of their own rent after this assistance. It is provided through the Multnomah County Clearinghouse. Because of its cost effectiveness and its ability to prevent homelessness, this service should be expanded.

The Estimated Cost for Rent Assistance in the July 2000 Plan was \$159,000 for 79 families. (This did not include RASP.)

The Revised Plan calls for Rent Assistance to be available to 400 to 410 families per year--including RASP, LIRHF, and other funds. At a cost of up to \$2000 per family for 400 families, this is a total cost of \$800,000.

#### **O. Housing Affordable to Families with incomes under 30% MFI**

This section is an addition to the July 2000 Plan. It calls for additional permanent housing for families with incomes below 30% of median family income. Fewer families would become homeless and homeless families would require shorter stays in the Homeless Family System if there were more housing affordable to families with incomes under 30% of the Median Family Income (MFI). The Homeless Families System should advocate for increased housing of this type---or increased rent subsidies to make vacant housing units affordable to homeless families. Families leaving homelessness need to pay no more than one-third of their incomes in rent; this generally translates to housing for families at 15% to 25% MFI.

It is recommended that an additional 5,500 units of housing be developed and for families with incomes below 30% MFI. (This would include rent subsidies to make vacant units available to families with incomes under 30% MFI.)

ESTIMATED COSTS: JULY 2000 PLAN VS. THE REVISED PLAN

LINE ITEM	JULY 2000 PLAN - BASIC	REVISED PLAN
A. Single Entry Access	\$ 273,760	\$458,880
B. Assessment & Case Management	0	0
B-1: Case Mgt	503,803	505,308
B-2: Facility Case Mgt	169,809	169,809
C. Culturally Based Services	190,000	240,480*
D. Emergency Shelter	422,080	400,000
E. Overflow Shelter	72,727	0
F. Motel Vouchers	381,500	381,000
G. Facility Based Housing	359,016	359,016
H. Scattered Site Housing	512,242	819,584
I. Case Mgt w/Housing	326,600	0
J. Housing Relocation	288,375	252,654
K. Support Services	400,898	337,500
L. Drug & Alcohol	48,000	48,000
M. Children's Services	115,000	115,000
N. Rent Assistance	159,000	800,000
O. Additional Aff Hsg	0	0
<b>Total*</b>	<b>\$4,224,810</b>	<b>\$4,887,231</b>
<b>Number of Families to be served**</b>	<b>270</b>	<b>688</b>

\* This is a 15.7% cost increase.

\*\* This is a 154.8% increase in the number of families to be served.

Utilizing these estimates, the total cost of implementing the *Homeless Families Plan* is over four million dollars per year. In July 2000, there was \$2,762,354 available to provide these services. There is probably less available now--May 2004<sup>6</sup>.

RECOMMENDATIONS ON THE FIRST STEPS TO IMPLEMENTING THE HOMELESS FAMILIES PLAN:

To enhance services to homeless families and to help prevent homelessness, the Coalition for Homeless Families recommends that an additional \$650,000 in new funding be sought immediately from the City of Portland, Multnomah County, and other sources. This would be a first step to obtaining all the funding necessary to serve all of the families who are homeless on any night. The highest priorities for additional funding and services are:

<sup>6</sup> In the School Age Policy Framework, \$480,961 is allocated for Anti Poverty Services, excluding energy assistance. It is estimated that half of this amount will be utilized for services to homeless families. This estimate needs to be verified.

FUNDING PRIORITY FOR NEW RESOURCES

ITEM	COST
Highest priority for "new" funding	
(a) Additional case managers Average of \$40,000/case manager. One CM for each of the six Regional Centers	\$240,000
(b) Short Term Rent Assistance (up to 24 months) who are homeless or at high risk of Homelessness (Recommend the Transitions to Housing Model be used)	300,000
Second Priority for "new" funding:	
(c) Funding for Client Assistance	\$60,000
Third Priority for "new" funding	
(d) Additional funding to support shelters for homeless families and/or vouchers	\$50,000
<b>Total Request for Additional Funding</b>	<b>\$650,000</b>



# **Coalition For Homeless Families**

**"Families with children are  
the fastest growing sector of  
the homeless population."**

National Coalition for the  
Homeless, 2003

4707 SE Hawthorne Boulevard  
Portland, Oregon 97215  
(503) 988-6000 x 229  
(503) 988-6099 Facsimile

**Chair:**

Suzanne Washington  
Deputy Director  
Portland Impact

**2004 Members:**

Albina Ministerial Alliance  
City of Portland, BHCD  
Common Cup Shelter  
Community Transitional School  
County Commissioner Maria  
Rojo de Steffey  
County Commissioner Serena  
Cruz  
Friendly House  
Goose Hollow Shelter  
Housing Authority of Portland  
Human Solutions  
Insights Teen Parent Program  
JOIN  
Multnomah County  
- Health Department  
- Commission on Children,  
Families & Community  
- Office of School and  
Community Partnerships  
My Father's House  
Native American Rehabilitation  
Association  
Neighborhood House  
Oregon Human Development  
Corporation  
- Hispanic Access  
Portland Impact  
Reedwood Friends Church/  
Shelter  
Salvation Army, Door of Hope  
YWCA of Greater Portland

July 22, 2004

To The Board of County Commissioners:

The Coalition for Homeless Families has reviewed and updated the "Homeless Families Plan for Multnomah County: Five Year Roadmap for Service Development", which was adopted by the County Commission in July of 2000. The purpose of the Coalition, in revising the plan, is to accurately reflect the number of homeless families currently residing in Multnomah County and how to best meet their needs.

The Coalition for Homeless Families was revived in 2003 to advocate for the needs of homeless families and children in Multnomah County. Over 25 local organizations are involved, representing service and housing providers, government agencies and interested parties.

Please find enclosed the updated Homeless Families Plan. The revisions include alterations of existing services and increases in funding to design a system that will meet the needs of all homeless parents and children on any given night instead of only 43% as suggested in the original plan.

Thank you for your attention to this matter. If you have any comments or questions please contact myself, Jean DeMaster or any member of the Coalition.

Sincerely,



Suzanne Washington, Chair  
Coalition for Homeless Families

Activities	Single Adults	% of funding	Families	% of funding	Domestic Violence	% of funding	Unaccompanied Youth	% of funding	Total for All Systems	% of total funding
Client Assistance NRH	\$1,943,913	16%	\$682,470	9%	\$2,577,973	29%	\$496,862	9%	\$5,701,218	17%
Client Assistance RTH	\$1,530,694	13%	\$732,316	10%	\$442,376	5%	\$632,788	12%	\$3,338,174	10%
Permanent Housing	\$1,708,473	14%	\$1,915,827	26%	\$0	0%	\$0	0%	\$3,624,300	11%
Emergency Shelter	\$2,185,223	18%	\$358,396	5%	\$3,333,900	37%	\$1,237,454	23%	\$7,114,972	21%
Staff to Client Assistance	\$823,246	7%	\$230,249	3%	\$472,894	5%	\$1,585,381	30%	\$3,111,770	9%
Scattered site TH	\$1,035,118	9%	\$1,705,509	23%	\$404,326	5%	\$308,539	6%	\$3,453,491	10%
Site Based TH	\$2,205,788	18%	\$956,640	13%	\$1,691,747	19%	\$1,047,128	20%	\$5,901,303	17%
Rent/Move-in Assistance	\$668,831	6%	\$921,556	12%	\$53,980	1%	\$43,600	1%	\$1,687,966	5%
<b>Total</b>	<b>\$12,101,284</b>	<b>100%</b>	<b>\$7,502,961</b>	<b>100%</b>	<b>\$8,977,195</b>	<b>100%</b>	<b>\$5,351,751</b>	<b>100%</b>	<b>\$33,933,192</b>	<b>100%</b>

ccc just got - Add in 9.8 million → 21,901,284 50% 17% 20% 12% \$43,733,192 new total

NRH stands for "Not Related to Housing"

RTH stands for "Related to Housing"

TH stands for "Transitional Housing"

#### Examples of each Activity

**Client Assistance Related to Housing:** Housing placement, and employment, mental health, or food assistance related to housing services

**Client Assistance Not Related to Housing:** Legal assistance, education, outreach, child care

**Permanent Housing:** Section 8 housing vouchers, rent subsidies for homeless persons

**Emergency Shelter:** Operations of shelters, shelter services

**Staff to Client Assistance:** Case managers, counselors, therapists

**Scattered site Transitional Housing:** Transitional housing support in scattered site units, i.e. Horizons leasing program and RASP

**Site Based Transitional Housing:** Transitional housing support in facilities, i.e. Sunrise Place

**Rent/Move-in Assistance:** Transitions to Housing assistance, Clearinghouse rent vouchers

Original from BHCD.

**Sheltered Households****One Night Shelter Count**

03/15/2004

**Type of Assistance**

		Emergency Shelter	Vouchers	Rent/ Mortg. Assist.	Trans. Housing	Permanent Housing	TOTAL	
<b>Total HOUSEHOLDS</b>		<b>514</b>	<b>38</b>	<b>144</b>	<b>639</b>	<b>16</b>	<b>1,351</b>	
<b>Total INDIVIDUALS</b>		<b>634</b>	<b>88</b>	<b>395</b>	<b>925</b>	<b>17</b>	<b>2,059</b>	
<b>Household Type</b>	Unaccompanied Pregnant Youth (17 or under)	1					1	Households
	Unaccompanied Youth (17 or under)	14			6	2	22	
	Single Adult (18 or older)	430	15	45	496	11	997	
	Couple Without Children	10	4	5		2	21	
	One-Parent Family	41	14	73	109		237	
	Two-Parent Family	17	5	21	28		71	
	NO RESPONSE	1				1	2	
<b>Family Breakdown<sup>1</sup> (Households)</b>	Single Parent -- Female	33	11	62	100		206	Households
	Single Parent -- Male	8	1	2	8		19	
	Single Parent -- Gender Unknown		2	9	1		12	
	Two-Parent Family	17	5	21	28		71	
	<b>Total FAMILIES</b>	<b>58</b>	<b>19</b>	<b>94</b>	<b>137</b>	<b>0</b>	<b>308</b>	
<b>Family Breakdown<sup>2</sup> (Individuals)</b>	Single Parent -- Female	80	36	208	272		596	Individuals
	Single Parent -- Male	20	3	7	22		52	
	Single Parent -- Gender Unknown		4	28			32	
	Two-Parent Family	67	22	93	125		307	
	<b>Total INDIVIDUALS in Families</b>	<b>167</b>	<b>65</b>	<b>336</b>	<b>419</b>	<b>0</b>	<b>987</b>	
<b>Gender</b>	Female	225	50	238	399	2	914	Individuals
	Male	399	36	151	525	15	1,126	
	NO RESPONSE	10	2	6	1		19	
<b>Age</b>	Birth to 5 Years	58	10	66	134		268	Individuals
	6 to 11 Years	24	16	70	82		192	
	12 to 17 Years	15	9	55	49		128	
	18 to 21 Years	37	2	16	64		119	
	22 to 55 Years	377	28	116	512	5	1,038	
	56 Years and Over	45	6	27	44		122	
	NO RESPONSE	78	17	45	40	12	192	
<b>Race/Ethnicity</b>	Asian	10	4	16	12		42	Individuals
	Black or African-American	63	17	106	150	2	338	
	Hispanic or Latino	66	15	99	138		318	
	American Indian or Alaskan Native	33		8	19		60	
	Native Hawaiian or Pacific Islander	14	5	2	12	1	34	
	White	405	40	140	546	13	1,144	
	Unknown	9	1	11	7		28	
	Mixed Race*	20	4	4	19	1	48	
	NO RESPONSE	14	2	9	22		47	

Source: Multnomah County/Office of School and Community Partnerships

Prepared by: Katherine L. Knapp, Research/Evaluation Analyst 2

S:\DCPP\shared\ONENIG-1\One Night Shelter Count (ONSC).mdb

Format Revised: 08-Mar-04

Printed: 06-Jul-04 11:33:00 AM

**Sheltered Households****One Night Shelter Count**

03/15/2004

		<b>Gender</b>			<b>TOTAL</b>	
		<b>Female</b>	<b>Male</b>	<b>NO RESPONSE</b>		
<b>Age Range</b>	Birth to 17 Years	290	289	9	588	Individuals
	18 Years and Older	560	716	3	1,279	
	NO RESPONSE	64	121	7	192	
	<b>TOTAL</b>	<b>914</b>	<b>1,126</b>	<b>19</b>	<b>2,059</b>	
<b>Other Issues<sup>4</sup></b>	Substance Abuse	133	271	2	406	Individuals
	Mental/Emotional Disorder	128	177		305	
	Domestic Violence	204	88	4	296	
	Physical Disability	62	135		197	
	Dual Diagnosis	65	91		156	
	Veteran	1	121		122	
	Corrections	13	63		76	
	Developmental Disability	23	42		65	
	Farmworker	3	19		22	
	<b>TOTAL</b>	<b>632</b>	<b>1,007</b>	<b>6</b>	<b>1,645</b>	

<sup>4</sup> Respondents could select more than one issue, or select none

Source: Multnomah County/Office of School and Community Partnerships

Prepared by: Katherine L. Knapp, Research/Evaluation Analyst 2

S:\DCPP\shared\ONENIG-1\One Night Shelter Count (ONSC).mdb

Format Revised: 08-Mar-04

Printed: 06-Jul-04 11:33:00 AM

**Turn Away Households****One Night Shelter Count**

03/15/2004

		Service Not Available	
	<b>Total HOUSEHOLDS</b>	<b>248</b>	
	<b>Total INDIVIDUALS</b>	<b>465</b>	
<b>Household Type</b>	Unaccompanied Pregnant Youth (17 or under)	3	Households
	Unaccompanied Youth (17 or under)	1	
	Single Adult (18 or older)	140	
	Couple Without Children	2	
<b>Family Breakdown<sup>1</sup> (Households)</b>	Single Parent -- Female	66	Households
	Single Parent -- Male	8	
	Single Parent -- Gender Unknown	5	
	Two-Parent Family	23	
	<b>Total FAMILIES</b>	<b>102</b>	
<b>Family Breakdown<sup>2</sup> (Individuals)</b>	Single Parent -- Female	184	Individuals
	Single Parent -- Male	21	
	Single Parent -- Gender Unknown	14	
	Two-Parent Family	97	
	<b>Total INDIVIDUALS in Families</b>	<b>316</b>	
<b>Gender</b>	Female	271	Individuals
	Male	187	
	NO RESPONSE	7	
<b>Age</b>	Birth to 5 Years	76	Individuals
	6 to 11 Years	56	
	12 to 17 Years	44	
	18 to 21 Years	17	
	22 to 55 Years	213	
	56 Years and Over	9	
	NO RESPONSE	50	
<b>Race/Ethnicity</b>	Asian	3	Individuals
	Black or African-American	87	
	Hispanic or Latino	65	
	American Indian or Alaskan Native	11	
	Native Hawaiian or Pacific Islander	2	
	White	223	
	Unknown	27	
	Mixed Race*	17	
	NO RESPONSE	30	

<sup>1</sup>Gender of parent in Single-Parent Families determined by oldest person in the household 18 years or older.

<sup>2</sup>Gender of parent in Single-Parent Families determined by oldest person in the household 18 years or older.

<sup>3</sup>Respondents selected more than one race.

Source: Multnomah County/Office of School &amp; Community Partnerships

Prepared by: Katherine L. Knapp, Research/Evaluation Analyst

S:\DCPP\shared\ONENIG-1\One Night Shelter Count (ONSC).mdb

Format Revised: 09-Mar-04

Printed: 06-Jul-04 11:46:24 AM

**Turn Away Households****One Night Shelter Count**

03/15/2004

		<b>Gender</b>			
		Female	Male	NO RESPONSE	TOTAL
<b>Age Range</b>	Birth to 17 Years	89	83	4	176
	18 Years and Older	152	87		239
	NO RESPONSE	30	17	3	50
	<b>TOTAL</b>	<b>271</b>	<b>187</b>	<b>7</b>	<b>465</b>
<b>Other Issues<sup>4</sup></b>	Domestic Violence	73	15		88
	Physical Disability	22	18		40
	Substance Abuse	14	21		35
	Mental/Emotional Disorder	25	10		35
	Veteran		12		12
	Dual Diagnosis	7	1		8
	Corrections	4	4		8
	Farmworker		5		5
	Developmental Disability	3	2		5

Individuals

Individuals

		Service Not Available	
<b>If services are not provided, where will you stay tonight?</b>	Car	8	
	Hospital	2	
	Street	33	
	Squatting (Abandoned buildings)	1	Households
	Motel/Hotel	25	
	Friends/Family	76	
	Camping	4	
	Other	85	
	NO RESPONSE	14	

<sup>4</sup> Respondents could select more than one issue, or select none

Source: Multnomah County/Office of School &amp; Community Partnerships

Prepared by: Katherine L. Knapp, Research/Evaluation Analyst

S:\DCPP\shared\ONENIG~1\One Night Shelter Count (ONSC).mdb

Format Revised: 09-Mar-04

Printed: 06-Jul-04 11:46:25 AM

**Historical Analysis****One Night Shelter Count**

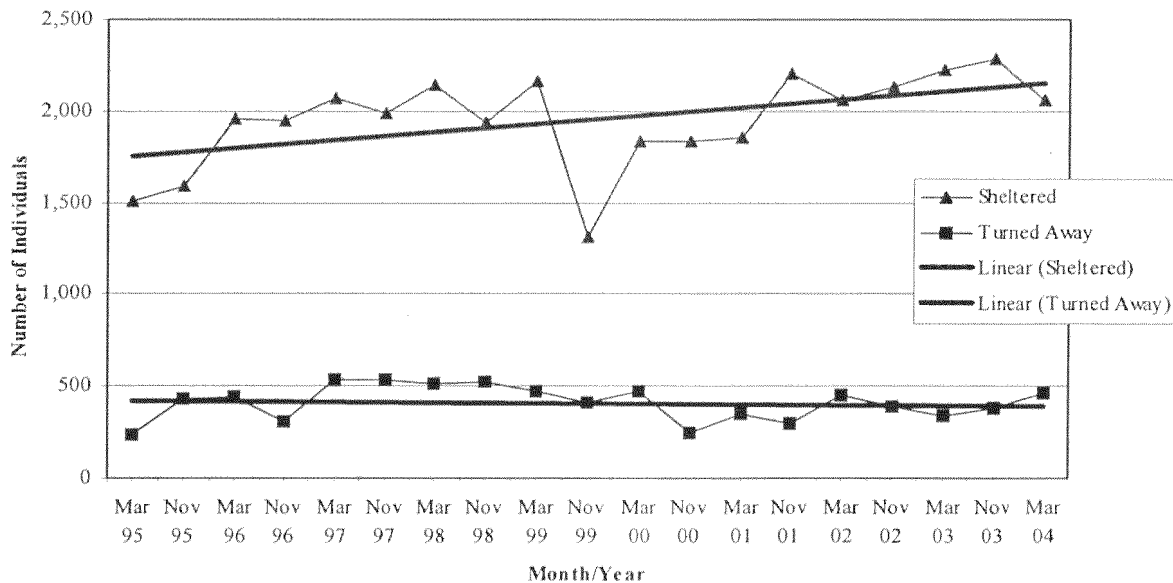
03/15/2004

**Historical Data (1995-2004)**

Date of Shelter Count	Sheltered Households		Turned Away Households	
	Total Households	Total Individuals	Total Households	Total Individuals
30-Mar-95	993	1507	124	236
29-Nov-95	1097	1590	307	428
27-Mar-96	1390	1962	267	437
12-Nov-96	1345	1943	210	309
26-Mar-97	1421	2070	345	530
19-Nov-97	1392	1988	296	529
25-Mar-98	1357	2139	313	513
18-Nov-98	1254	1935	N/A	524
17-Mar-99	1436	2167	N/A	467
17-Nov-99	757	1316	258	411
20-Mar-00	1274	1832	N/A	467
15-Nov-00	1205	1837	186	249
28-Mar-01	1226	1856	204	351
28-Nov-01	1459	2207	97	293
27-Mar-02	1444	2057	246	446
13-Nov-02	1420	2132	215	394
26-Mar-03	1340	2220	180	337
19-Nov-03	1475	2285	180	375
15-Mar-04	1351	2059	248	465

**Individuals Sheltered or Turned Away****9-Year Trend Analysis**

March 1995 - March 2004



Source: Multnomah County/Office of School and Community Partnerships

Prepared by: Katherine L. Knapp, Research/Evaluation Analyst

S:\DCPP\shared\ONENIG~1\One Night Shelter Count (ONSC).mdb

Format Revised: 27-Jun-03

Printed: 06-Jul-04 11:41:09 AM

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-4

**Est. Start Time:** 10:25 AM

**Date Submitted:** 07/12/04

---

**Requested Date:** July 22, 2004

**Time Requested:** 5 mins

**Department:** Health

**Division:** CHP3

**Contact/s:** Jodi Davich

**Phone:** 503-988-3663

**Ext.:** 26561

**I/O Address:** 160/9

**Presenters:** Patricia Tillman from the Health Department and James Mason from the State Office of Minority Health

---

**Agenda Title:** Notice of Intent to Apply for a Federal Office of Minority Health Grant

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

---

**1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Multnomah County Health Department (MCHD) is requesting approval to submit a proposal to the federal Office of Minority Health. The Health Department recommends that this request be approved.

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

Latinas have low access rates to adequate prenatal care: 30% of Oregon Latinas had no trimester care in 2001, compared to 15% of non-Latina white women. Latina mothers lower access to prenatal care is related to significant individual and system level barriers including: lower income, lower levels of formal education, lower rates of insurance, language barriers, cultural barriers, fear of being classified as having become public charge and undocumented status.



Although Multnomah County Health Department has provided good access for prenatal care, this has not been true for other counties throughout the state. Multnomah County Health Department, as a member of the Latina Prenatal Task Force, has provided technical assistance to the task force through the Capacitation Center and the Community Health Worker model. Recommendations from the Latina Prenatal Summit which was held in September of 2003 emphasized the importance of promotoras de salud which can provide necessary prenatal support services to Latinas and work closely with health care providers.

Multnomah County as the most diverse county in the state serves as a leader in providing access to uninsured community members. This grant will support three rural counties in Oregon to enhance their capacity to serve uninsured Latinas through the development of promotora programs. This grant will allow the implementation of promotora prenatal support services to three rural counties, Morrow, Jefferson and Marion.

In addition to the enhancement of prenatal support services for Latinas, this project will also begin to develop linkages between community services (promotoras) and the larger system of care. This project will also serve as a model for services to other immigrant populations.

This partnership will consist of Multnomah County, as the lead applicant, who will provide technical support through training provided by the Capacitation Center, SMG Foundation who will provide project oversight and assist counties in the recruitment of promotoras, and State of Oregon, DHS, who will provide support through the Latina Prenatal Task Force.

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

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?** DHHS Office of Minority Health
- ❖ **Specify grant requirements and goals.** The Community Programs to Improve Minority Health program seeks to improve the health status of targeted minority populations through health promotion and disease risk reduction intervention programs. It is expected that this program will:
  1. Demonstrate the effectiveness of community-based programs in developing, implementing and conducting demonstration projects which integrate community-based educational screening and outreach services;
  2. Include linkages and/or referrals for access and treatment to minorities in high risk, low-income communities and
  3. Address sociocultural, linguistic and other barriers to health care.
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?** One time only. We will request \$200,000 per year for three years. The majority of funds will be passed through to the SMG Foundation.
- ❖ **What are the estimated filing timelines?** Proposals are due August 5, 2004.
- ❖ **If a grant, what period does the grant cover?** 9/1/04 through 8/31/07.

❖ **When the grant expires, what are funding plans?** It is anticipated that the project will foster and generate public/private partnerships and demonstrate interventions that will merit future grant opportunities.

❖ **How will the county indirect and departmental overhead costs be covered?**  
Indirect costs will be built into the project budget.

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

There are no legal and/or policy issues.

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

The project will involve working with Susannah Maria Gurule Foundation, Oregon Health Services Division and the Latina Prenatal Task Force.

**Required Signatures:**



**Department/Agency Director:** \_\_\_\_\_ **Date:** 07/12/04

**Budget Analyst**



**By:** \_\_\_\_\_ **Date:** 07/12/04

**Dept/Countywide HR**



**By:** \_\_\_\_\_ **Date:** 07/12/04

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-5

**Est. Start Time:** 10:30 AM

**Date Submitted:** 07/13/04

---

**Requested Date:** July 22, 2004

**Time Requested:** 5 minutes

**Department:** Non-Departmental

**Division:** Commission on Children,  
Families and Community

**Contact/s:** Elana Emlen and Wendy Lebow

**Phone:** (503) 988-5859 and (503) 988-6981

**I/O Address:** 166/6

**Presenters:** Elana Emlen, Renea Arnold

---

**Agenda Title:** Notice of Intent to Apply for Early Learning Opportunities Act (ELOA)  
Discretionary Grant

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

---

1. **What action are you requesting from the Board? What is the department/agency recommendation?**  
We are requesting Board approval for our intent to apply for funds from United States Department of Health and Human Services Administration for Children and Families, an Early Learning Opportunity Act grant.  
  
This grant will allow local community organizations to expand early learning opportunities for children and their families.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
**Need:** In Multnomah County, 28% of the children starting kindergarten in 2002 did not fully meet school readiness indicators. As we know from research, children who enter kindergarten ready to learn have a greater chance at succeeding in school and subsequently becoming healthy, contributing adults. Multnomah County has already adopted the Early Childhood Framework that provides guidance for policy and planning. School readiness for children entering kindergarten is one of the goals of the Framework.

Grant activities will focus on enhancements to benefit children who would otherwise enter school without the skills and knowledge needed to succeed. One group of children particularly vulnerable are those in foster care settings. Another is children who are in informal child care settings. This project will focus efforts in these important areas, among others.

**Program Description:** Funds will be allocated for several components, including: expanding the Child Care Improvement Project to create networks of “kith and kin” (i.e., family, friends and neighbors) providers. Extra effort will be made to include foster parents in these networks. Network participants will receive trainings and materials to improve the quality of care they provide to young children. Part of the services from the Child Care Improvement Project will include extra home visits and/or support groups from early childhood development experts at community-based agencies, and special Early Words trainings from the Library.

The Library will do training in a new module of Early Words and will provide additional Early Words trainings to the “kith and kin” provider networks and to foster parents. The Library will also train youth to do literacy work with young children at Summer Food sites, and possibly throughout the year.

The proposal will also bring in the necessary training and materials to give two facilities in Multnomah County the capacity to serve as “Parents As Teachers” training sites. This will make the certification more affordable for this curriculum, which is widely used here.

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

The grant application will be for up to \$1 million. There is a 15 percent non-federal match requirement that will be met by the organizations. The Children’s Investment Fund is being used match for several project components. This grant has a 3% administrative cap.

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?** US Department of Health and Human Services, Administration for Children and Families.
- ❖ **Specify grant requirements and goals.** Allowable activities include:
  1. Enhancing early childhood literacy AND two or more of the following allowable activities:
  2. Helping parents, caregivers, child care providers, and educators increase their capacity to facilitate the development of cognitive, language comprehension, expressive language, social emotional, and motor skills, and promote learning readiness;
  3. Promoting effective parenting;
  4. Developing linkages among early learning programs within a community and between early learning programs and health care services for young children;
  5. Increasing access to early learning opportunities for young children with special needs including developmental delays, by facilitating coordination with other programs serving such young children;

6. Increasing access to existing early learning programs by expanding the days or times that the young children are served, by expanding the number of young children served, or by improving the affordability of the programs for low-income families;

7. Improving the quality of early learning programs through professional development and training activities, increased compensation, and recruitment and retention incentives for early learning providers;

8. Removing ancillary barriers to early learning, including transportation difficulties and absence of programs during nontraditional work times.

- ❖ **Explain grant funding detail – is this a one time only or long term commitment?** It is a 17-month grant.
- ❖ **What are the estimated filing timelines?** Grant is due July 27, 2004.
- ❖ **If a grant, what period does the grant cover?** September 30, 2004 through February 28, 2006 (17 months)
- ❖ **When the grant expires, what are funding plans?** The collaborative group will try to pursue other funds to continue the project. Some elements of the grant will be self-sustaining over time.
- ❖ **How will the county indirect and departmental overhead costs be covered?** The Library's portion will be covered by the Federal grant, other grants and General Fund. The Commission on Children, Families and Community portion will be small and covered partially by the Federal grant and partially by existing funding.

4. **Explain any legal and/or policy issues.**  
N/A

5. **Explain any citizen and/or other government participation that has or will take place.**  
The Early Childhood Council, part of the Commission on Children, Families and Community, is the applicant. The Steering Committee, made up of citizen volunteers involved in early childhood issues, will provide oversight. Additionally, there will be a special subcommittee for ELOA.

**Required Signatures:**

Department/Agency Director: Wendy Lebr Date: 07/13/04

Budget Analyst

By: Debra Date: 07/13/04

Dept/Countywide HR

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

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-6

**Est. Start Time:** 10:35 AM

**Date Submitted:** 06/25/04

---

**Requested Date:** 7/22/04

**Time Requested:** 5 minutes

**Department:** DBCS

**Division:** FPM

**Contact/s:** Debra Crawford

**Phone:** 503-988-4206

**Ext.:** 84206

**I/O Address:** FPM/274

**Presenters:** Debra Crawford

---

**Agenda Title:** Resolution Authorizing an Amendment to a Real Property Lease to Pacific University for Property Located At 5329 NE Martin Luther King Jr. Boulevard, Portland, Oregon

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services requests the Board review the existing lease and the resolution approving a first amendment to the lease with Pacific University for surplus space in the Northeast Health Clinic at 5329 NE MLK Jr Boulevard, Portland, Oregon, and authorize the Chair to sign the lease amendment on behalf of the County.

The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** Multnomah County has been leasing space to Pacific University for its Optometry School since 1997 in the Walnut Park Northeast Health Clinic. The initial lease term was for five years and contained an option to renew for an additional five years upon expiration of the lease on June 30, 2002. A written request to extend the lease was sent to the County by Pacific University in May, 2002 was not acted upon and the lease was not officially extended. Pacific University continued to occupy the space and pay the monthly rent on a holdover basis, including annual rent escalations per the

original lease terms. Upon contact in June, 2004 by new Facilities and Property Management staff regarding the holdover lease due to County oversight, Pacific University sent a letter dated June 9, 2004 to request an extension of the existing lease through June 30, 2007. County Counsel reviewed the original lease and the extension request and concluded that an amendment to the lease would suffice to exercise the lease renewal option as originally intended.

3. **Explain the fiscal impact (current year and ongoing).** FY05 lease payments will be \$1,520.53 per month for an annual total of \$18,246.36. The lease provides for increases in the monthly rent effective each July 1<sup>st</sup> not to exceed 3%. FY06 annual lease rent could therefore be estimated at approximately \$18,868.

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

**If a budget modification, explain: N/A**

- ❖ **What revenue is being changed and why? N/A**
- ❖ **What budgets are increased/decreased? N/A**
- ❖ **What do the changes accomplish? N/A**
- ❖ **Do any personnel actions result from this budget modification? Explain. N/A**
- ❖ **Is the revenue one-time-only in nature? N/A**
- ❖ **If a grant, what period does the grant cover? N/A**
- ❖ **When the grant expires, what are funding plans? N/A**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: N/A**

- ❖ **Why was the expenditure not included in the annual budget process? N/A**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure? N/A**
- ❖ **Why are no other department/agency fund sources available? N/A**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. N/A**
- ❖ **Has this request been made before? When? What was the outcome? N/A**

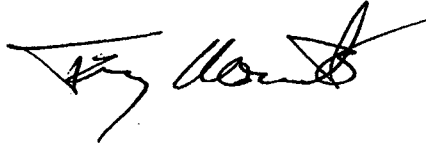
**If grant application/notice of intent, explain: N/A**

- ❖ **Who is the granting agency? N/A**
- ❖ **Specify grant requirements and goals. N/A**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment? N/A**
- ❖ **What are the estimated filing timelines? N/A**
- ❖ **If a grant, what period does the grant cover? N/A**
- ❖ **When the grant expires, what are funding plans? N/A**
- ❖ **How will the county indirect and departmental overhead costs be covered? N/A**

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. Facilities and Property Management obtained consultation from the County Assistant District Attorney regarding the appropriate action and lease amendment document to affect the lease extension.

**Required Signatures:**



Department/Agency Director: \_\_\_\_\_ Date: 06/21/04

Budget Analyst



By: \_\_\_\_\_ Date: 06/25/04

Dept/Countywide HR

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



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Authorizing an Amendment to a Real Property Lease to Pacific University for Property Located at 5329 NE Martin Luther King Jr. Boulevard, Portland, Oregon

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

- a. Pacific University currently leases approximately 1,705 square feet of space from Multnomah County at 5329 NE Martin Luther King Jr. Boulevard, Portland, Oregon, (Property).
- b. Multnomah County and Pacific University desire by the attached First Amendment to Lease to extend the term of the lease until June 30, 2007.
- c. It is in the best interests of the County to extend the lease on the Property on the terms and conditions set forth in the attached First Amendment to Lease.

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

1. The Board approves the attached First Amendment to Lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute the amendments to the original lease and the First Amendment to Lease without further Board action.

ADOPTED this 22nd day of July, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
John S. Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-102**

Authorizing an Amendment to a Real Property Lease to Pacific University for Property Located at 5329 NE Martin Luther King Jr. Boulevard, Portland, Oregon

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

- a. Pacific University currently leases approximately 1,705 square feet of space from Multnomah County at 5329 NE Martin Luther King Jr. Boulevard, Portland, Oregon, (Property).
- b. Multnomah County and Pacific University desire by the attached First Amendment to Lease to extend the term of the lease until June 30, 2007.
- c. It is in the best interests of the County to extend the lease on the Property on the terms and conditions set forth in the attached First Amendment to Lease.

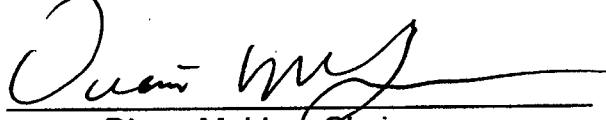
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached First Amendment to Lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute the amendments to the original lease and the First Amendment to Lease without further Board action.

ADOPTED this 22nd day of July, 2004.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John S. Thomas, Assistant County Attorney

## FIRST AMENDMENT TO LEASE

This is an amendment to a lease between Multnomah County, Oregon ("Lessor") and Pacific University ("Lessee"). This amendment is effective on July 1, 2004.

### Recitals

- a. Lessor and Lessee entered in to a lease, a copy of which (including an addendum) is attached as Exhibit A ("Lease").
- b. The Lease provided for a term through June 30, 2002 with an option to extend the Lease for an additional five year term through June 30, 2007.
- c. Lessee has occupied the premises since the original term expired and has paid rent in accordance with Lease terms during the period following the expiration as though the lease had been extended by exercise of the option. The parties have never executed a document extending the Lease through the option term.
- d. The parties desire by this lease amendment to extend the Lease through the option term.

### Agreement

1. The parties agree that the Lease term is extended through June 30, 2007. All terms of the Lease shall apply to the extended term. Rent for each year of the extended term shall be set in accordance with paragraph 2 of the Lease.
2. Each party acknowledges that as of the effective date of this Amendment, each party has performed all obligations owing to the other party under the Lease.

Lessor:

MULTNOMAH COUNTY

By: 

Diane M. Linn, County Chair

Lessee:

PACIFIC UNIVERSITY

By: 

Title: Ass't V.P. Finance & Administration

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: 

John S. Thomas, Assistant County Attorney

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-6 DATE 07.22.04  
DEBORAH L. BOGSTAD, BOARD CLERK

**EXHIBIT A -**

**ORIGINAL LEASE BETWEEN MULTNOMAH COUNTY & PACIFIC  
UNIVERSITY  
PAGES 1-10 PLUS ADDENDUM**

## LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199~~8~~<sup>7</sup>, by and between MULTNOMAH COUNTY, OREGON, hereinafter referred to as Lessor, and PACIFIC UNIVERSITY, hereinafter referred to as Lessee.

WITNESSETH: Lessor is constructing improvements to a building and other improvements on that certain real property situated in the City of Portland, County of Multnomah and State of Oregon, described in Exhibit "A". Lessor hereby leases to Lessee and Lessee rents from Lessor upon the terms, conditions and covenants hereinafter set forth, the Premises described in Exhibit "B" which are a part of said building.

1. Term: The term of the Lease shall commence February 1, 1997 and shall continue through June 30, 2002. Either party, at its option, may terminate this Lease upon written notice to the other party not less than 90 days prior to the effective date of termination. Lessee shall have the option to extend the term of this Lease for an additional period of five years by giving Lessor written notice of such extension not less than 180 days prior to the expiration of the initial term, provided that Lessee is not then in default.

2. Rental: Lessee shall pay to Lessor the monthly rental provided herein in advance on or before the first day of each month during the term of this Lease. Monthly rental for the period from commencement through June 30, 1997 shall be \$1,273.07; monthly rental for the period July 1, 1997 through June 30, 1998 shall be in an amount calculated by multiplying 1,705 square feet by the monthly rate per square foot established for the space by Multnomah County Facilities & Property Management Division for County departmental budgeting for the building in which the premises are located; monthly rental for the period July 1, 1998 through June 30, 2002 shall be in amounts calculated by multiplying 1,705 square feet by the monthly rate per square foot established for the space by Multnomah County Facilities & Property Management Division for County departmental budgeting for the building in which the Premises are located and deducting therefrom \$710.42.

Monthly rental for any July 1 through June 30 period commencing on or after July 1, 1997 shall not exceed the monthly rental for the immediately preceding month by more than 3%.

3. Tenant Improvements: Lessor shall construct improvements in the Premises in accordance with the plans described in Exhibit "C", at Lessee's cost.

4. Use of Premises: The Premises shall be used for provision of optometric services and related uses in a manner consistent with the Memorandum of Understanding entered by the Lessor and Lessee and which is attached hereto and incorporated herein, and for no other purpose without Lessor's written consent, which consent shall not be unreasonably withheld. In connection with the use of the Premises, Lessee shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use, unless such failure is due to Lessor's default in the performance of the agreements hereof to be kept and performed by Lessor.

(b) Refrain from any activity which would be reasonably offensive to Lessor, to other lessees in the building in which the leased Premises are situated, or owners or users of the adjoining Premises, or which would tend to create a nuisance or damage the reputation of the leased Premises or said building. Without limiting the generality of the foregoing. Lessee shall not permit any objectionable noise or odor to escape or be emitted from the Premises.

(c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Lessor.

(d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Lessor, which consent shall not be unreasonably withheld. Lessor need not consent to any sign which fails to conform to the general design concept of the building as established by Lessor. Notwithstanding Lessor's consent to any signs. Lessee shall remove all such signs upon termination of the Lease and repair any damage to the Premises caused thereby at Lessee's own cost and expense.

(e) Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing including those contained within the Memorandum of Understanding attached hereto.

(f) Refrain from any activity which would make it impossible to insure the Premises against casualty or which would increase the insurance rate of the building or prevent Lessor from taking advantage of the ruling of the Insurance Rating Bureau of the state in which the leased Premises are situated or its successors allowing Lessor to obtain reduced premium rates for long term fire insurance policies, unless Lessee pays the additional cost of the insurance for the building.

Not conduct programs or optometric services at the Premises at times other than during the hours of 8:00 AM through 5:00 PM on Mondays through Fridays, without prior approval of Lessor.

5. Alterations: Lessee shall make no improvements or alterations on the leased Premises of any kind without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Prior to the commencement of any work by the Lessee, Lessee shall first submit its plans and specifications to Lessor for Lessor's consent. All work performed by the Lessee shall be done in strict compliance with all applicable building, fire, sanitary and safety codes, and other applicable laws, statutes, regulations and ordinances, and Lessee shall secure all necessary permits for the same. Lessee shall keep the Premises free from all liens in connection with any such work. All work performed by the Lessee shall be carried forward expeditiously and completed within a reasonable time. Lessor or Lessor's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations and other work performed on the leased Premises by either Lessor or Lessee shall be the property of Lessor when installed, except for Lessee's trade fixtures, and may not be removed at the expiration of this Lease unless the applicable Lessor's consent specifically provides otherwise. Notwithstanding Lessor's consent to improvements or alterations by Lessee, all such improvements, alterations or other work to be performed by Lessee shall be at the sole cost and expense of Lessee.

6. Repairs and Maintenance:

(a) The following shall be the responsibility of the Lessor:

- (i) Structural repairs and maintenance and repairs necessitated by structural disrepair or defects.
- (ii) Repair and maintenance of the exterior wall, roof, gutters, downspouts and foundation of the building in which the leased Premises are located.
- (iii) Repair of interior wall, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of failure of Lessor to keep the structure in repair as above provided in this subparagraph (a).
- (iv) Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any.
- (v) Routine maintenance of the Premises interior, including repair of the interior walls and floor coverings, as necessitated by normal "wear and tear" through normal use of the space.

(b) The following shall be the responsibility of the Lessee:

(i) Any interior decorating.

(ii) Any repairs necessitated by the negligence of Lessee, its agents, employees and invitees.

(iii) Any repairs or alterations required under Lessee's obligation to comply with new laws and regulations as set forth in paragraph 4 (a) above.

(c) Lessor shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of the Lessor to make repairs as outlined above in any area in Lessee's possession and control shall not mature until a reasonable time after the Lessor has received from Lessee written notice of the necessity of repairs, except in the event emergency repairs may be required and in such event Lessee shall attempt to give Lessor appropriate notice considering the circumstances.

(d) Any repairs, replacements, alterations or other work performed on or around the leased Premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Lessee. Lessee shall have no right to an abatement of rental nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's performance of repairs and maintenance pursuant to this paragraph 6.

(e) Lessor will furnish heat, water, electricity, elevator service and air conditioning during the normal building hours of 8:00 AM to 5:00 PM, Monday through Friday except holidays. If Lessee requires utility service beyond the normal building hours, it shall reimburse Lessor for the cost thereof as agreed by the parties. Janitorial service will be provided in accordance with the regular schedule of the building, which may change from time to time. Lessee shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Lessee's use and possession of the Premises, render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Lease, but Lessor shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises.

7. Liens: Lessee shall keep the Premises free from all liens, including mechanic's liens arising from any act or omission of Lessee or those claiming under Lessee.

8. Indemnity of Lessor - Insurance: Lessee shall indemnify and save harmless the Lessor from any and all liability, damage, expense, attorney's fees, causes of action, suites, claims or judgements arising from injury to person or damage to property arising out of or connected with the use, occupancy, management or control of the leased Premises excepting the negligence of Lessor. Lessee shall, at its own cost and expense, defend any and all suits which may be brought against the Lessor either alone or in conjunction with others upon any such above-mentioned cause or claim, and shall satisfy, pay and discharge any and all judgements that may be recovered against the Lessor in any such action or actions in which the Lessor may be a party defendant. Lessee shall at its own expense during the term of this Lease carry in full force and effect public liability insurance, with an insurance carrier satisfactory to Lessor, naming Lessor as an additional insured, with limits of not less than One Million Dollars (\$1,000,000.00), insuring against any and all liability of Lessee with respect to the leased Premises including the common areas or arising out of the maintenance, use or occupancy thereof. Such policy or policies shall provide that the insurance shall not be cancelable or reduced without at least ten (10) days prior written notice to Lessor and shall be deemed primary and noncontributing with other insurance available to Lessor. Lessee shall furnish Lessor with a certificate or other acceptable evidence that such insurance is in effect. Lessee also agrees to provide and maintain insurance to comply with Workmen's Compensation and Employer's Liability Laws.

9. Waiver of Subrogation: Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, including sprinkler leakage insurance, if any, if such insurance was obtainable at the time of such loss or damage. All claims or rights of recovery for any and all such loss or damage, however caused, are hereby waived. Without limiting the generality of the foregoing, said absence of liability shall exist whether or not such loss or damage is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees.
10. Injury to Lessee's Property: Lessor shall not be liable for any injury to the goods, stock, merchandise or any other property of Lessee or to any person in or upon the leased Premises resulting from fire or collapse of the building in which the leased Premises are located or any portion thereof or any other cause, including but not limited to damage by water, gas or steam, or by reason of any electrical apparatus in or about the leased Premises.
11. Damage or Destruction:
- (a) If the leased Premises shall be partially damaged by fire or other cause, and subparagraph (b) below does not apply, the damages to the Premises shall be repaired by Lessor and the rent until such repair shall be made shall be apportioned according to the part of the leased Premises which is useable by Lessee except when such damage occurs because of the fault of Lessee. The repairs shall be accomplished with all reasonable dispatch. Lessor shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage and the damage was the result of the fault of the Lessee, in which event the Lessee shall bear the expense of the repairs.
- (b) If the building or the leased Premises are 50% or more destroyed during the term of this Lease for any cause. Lessor may elect to terminate the Lease as of the date of damage or destruction by notice given to Lessee in writing not more than forty-five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. In the absence of an election to terminate, Lessor shall proceed to restore the leased Premises to substantially the same form as prior to the damage or destruction, so as to provide Lessee useable space equivalent in quantity and character to that before the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Lessor. Rent shall be abated from the date of damage, unless the damage occurred because of the fault of Lessee.
12. Default: The following shall be the events of default:
- (a) Failure of Lessee to pay any rental or other charge required hereunder within ten (10) days after it is due.
- (b) Failure of Lessee to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rental or other charges), within ten (10) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the ten (10) day period, this provision shall be complied with if Lessee begins correction of the default within the ten (10) day period, and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- (c) The abandonment of the Premises by Lessee or the failure of Lessee for fifteen (15) days or more to occupy the property for one or more of the designated purposes of this Lease unless such failure is excused under other provisions of this Lease.
- (d) The bankruptcy or insolvency of the Lessee or the occurrence of other acts specified in paragraph 17 of this Lease which give Lessor the option to terminate.



13. Remedies on Default: In the event of a default, Lessor, may at Lessor's option, exercise any one or more of the rights and remedies available to a landlord in the state in which the leased Premises are located to redress such default, consecutively or concurrently, including the following:

(a) Lessor may elect to terminate Lessee's right to possession of the leased Premises or any portion thereof by written notice to Lessee. Following such notice, Lessor may re-enter, take possession of the leased Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. To the extent permitted by law, Lessor shall have the right to restrain the personal property belonging to Lessee which is on the leased Premises at the time of re-entry, or the right to such other security interest therein as the law may permit, to secure all sums due or which become due to Lessor under this Lease. Perfection of such security interest shall occur by taking possession of such personal property or otherwise as provided by law.

(b) Following the re-entry by Lessor, Lessor may relet the leased Premises for a term longer or shorter than the term of this Lease and upon any reasonable terms, including the granting of rent concessions to the new tenant. Lessor may alter, refurbish or otherwise change the character or use of the leased Premises in connection with such reletting. Lessor shall not be required to relet for any use or purpose which Lessor may reasonably consider objectionable. No such reletting by Lessor following a default by Lessee shall be construed as an acceptance of the surrender of the leased Premises. If rent received upon such reletting exceeds the rent received under this Lease, Lessee shall have no claim to the excess.

(c) Following re-entry Lessor shall have the right to recover from Lessee the following damages:

(i) All unpaid rent or other charges for the period prior to re-entry plus interest of 10% per annum.

(ii) An amount equal to the rent lost during any period during which the leased Premises is not relet, if Lessor uses reasonable efforts to relet the leased Premises. If Lessor lists the leased Premises with a real estate broker experienced in leasing commercial property in the metropolitan area in which the leased Premises are located, such listing shall constitute the taking of reasonable efforts to relet the leased Premises.

(iii) All costs incurred in reletting or attempting to relet the leased Premises, including but without limitation the cost of cleanup and repair in preparation for a new tenant, the cost of correcting any defaults or restoring any unauthorized alterations and the amount of any real estate commissions or advertising expenses.

(iv) The difference between the rent reserved under this Lease and the amount actually received by Lessor after reletting, as such amounts accrue.

(v) Reasonable attorney's fees incurred in connection with the default, whether or not any litigation is commenced.

(d) Lessor may sue periodically to recover damages as they accrue throughout the term of this Lease and no action for accrued damages shall be a bar to a later action for damages subsequently accruing. To avoid a multiplicity of actions, Lessor may obtain a decree of specific performance requiring Lessee to pay the damages stated in subparagraph (c) above as they accrue. Alternatively, Lessor may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Lease equal to the difference between the rent under this Lease and the reasonable rental value of the leased Premises for the remainder of the term, discounted to the time of the judgment at the rate of 6% per annum.

(e) In the event that Lessee remains in possession following default and Lessor does not elect to re-enter, Lessor may recover all back rent or other charges, and shall have the right to cure any nonmonetary default, whether or not litigation is commenced. Lessor may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.

(f) The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy.

14. Surrender at Expiration:

(a) Condition of Premises. Upon expiration of the Lease term or earlier termination, Lessee shall deliver all keys to the Lessor and surrender the leased Premises in the condition in which Lessee received possession hereunder, ordinary wear excepted, and broom clean. Improvements and alterations constructed by Lessee shall not be removed or restored to the original condition unless the terms of Lessor's consent provides otherwise. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Lessee is responsible shall be completed to the latest practical date prior to such surrender. Lessee's obligations under this paragraph shall be subject to the provisions of paragraph 11 relating to damage or destruction.

(b) Fixtures

(i) All fixtures placed upon the leased Premises during the term other than Lessee's trade fixtures, shall, at Lessor's option, become the property of the Lessor. Movable furniture, decoration, floor covering other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishing and trade fixtures shall remain the property of Lessee if placed on the leased Premises by Lessee.

(ii) If Lessor so elects, Lessee shall remove any or all fixtures which would otherwise remain the property of Lessor, and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee with interest at 12% per annum from the date of expenditure. Lessee shall remove all furnishings, furniture and trade fixtures which remain the property of Lessee. If Lessee fails to do so, this shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to Lessee within 20 days after removal was required. Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public or private storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at 12% per annum on all such expenses from the date of expenditure by Lessor.

(iii) The time for removal of any property or fixtures which Lessee is required to remove from the leased Premises upon termination shall be as follows:

(1) On or before the date the Lease terminates because of expiration of the term or because of a default under paragraphs 15 and 16.

(2) Within 30 days after notice from Lessor requiring such removal where the property to be removed is a fixture which Lessee is not required to remove.

(c) Holdover

(i) If Lessee does not vacate the leased Premises at the time required, Lessor shall have the option to treat Lessee as a tenant from month-to-month, subject to all of the provisions of this Lease except the provision for the term of the Lease. Failure of Lessee to remove fixtures, furniture, furnishings or trade fixtures which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this subparagraph (c) shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Lessor for any purpose including preparation for a new tenant.

- (ii) If a month-to-month tenancy results from a holdover by Lessee under this subparagraph (c), the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than 10 days prior to the termination date which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

15. Assignment and Subletting: Lessee shall not assign this Lease or sublet all or any part of the Premises without the written consent of Lessor, which consent will not be unreasonably withheld. Without limiting the generality of the foregoing, it shall not be unreasonable for Lessor to withhold its consent if the proposed assignee or sublessee is not an experienced operator of the type of business to be operated on the Premises. If Lessee is a corporation or a partnership, the transfer, assignment or change in the ownership of any stock or partnership interest in the aggregate in excess of 33% shall be deemed an assignment within the meaning of this paragraph. Lessee shall remain primarily liable, after any assignment or sublease for the payment of the rental and the performance of all of Lessee's obligations under this Lease, notwithstanding such assignment or subletting by Lessee.
16. Inspection: Lessor, Lessor's agents and representatives, shall have the right to enter upon the leased Premises at reasonable times for the purpose of inspecting the same, for the purposes of making repairs or improvements to the leased Premises or the building in which the leased Premises are located or for any other lawful purpose.
17. Nonwaiver: The acceptance by Lessor of any rental or other benefits under this Lease shall not constitute a waiver of any default. Any waiver by Lessor of the strict performance of any of the provisions of this Lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Lessor's right to require strict performance of the same provision in the future or of any other provision of this Lease.
18. Attorney's Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the trial court may adjudge reasonable as attorney fees, and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party shall pay the prevailing party in the appeal its reasonable attorney's fees and costs arising from such litigation and appeal.
19. Notices: Any notice required or permitted under this Lease shall be in writing and shall be given when actually delivered or when deposited in the United States mail as certified or registered mail addressed as follows:

To Lessor: Multnomah County Property Management  
2505 SE 11<sup>th</sup> Avenue  
Portland, Oregon 97202

To Lessee: Associate Dean for Clinical Affairs  
Pacific University  
2043 College Way  
Forest Grove, Oregon 97116

or to such other addresses as may be specified from time to time from either of the parties in the manner above provided for the giving of notice.

20. Succession: Subject to the above stated limitations on the assignment or transfer of Lessee's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
21. Cumulative Rights: No remedy herein conferred upon or reserved to Lessor or Lessee shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative.

22. Interpretation: In interpreting or construing this Lease, it is understood that Lessee may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. Paragraph headings are for convenience and shall not affect any of the provisions of this Lease.
23. Exhibits and Additional Provision: Exhibits "A and B" which are referred to in this Lease are attached hereto and by this reference incorporated herein.

In Witness Whereof, Lessor and Lessee have executed this Lease in duplicate the day and year first herein written.

MULTNOMAH COUNTY, OREGON

PACIFIC UNIVERSITY

By Beverly Stein  
Beverly Stein, County Chair

By William P. Sullivan  
VP Finance

REVIEWED:

Thomas Spousler  
~~LAURENCE KRESSEL~~, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By Matthew O. Lyon

EXHIBIT "A"

LEGAL DESCRIPTION    Lots 1 through 14, Block 9, Walnut Park in City of Portland, County of Multnomah and State of Oregon.

EXHIBIT "B"

PREMISES      Approximately 1,705 rentable square feet of space in the Multnomah County  
Clinic at 5329 N.E. Martin Luther King, Jr. Boulevard.

**ADDENDUM TO LEASE  
MULTNOMAH COUNTY TO PACIFIC UNIVERSITY**

**Hazardous Substances.** Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business or use specified in Section 4. Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

*William P. Kelley*  
*V P Finance*

*9-3-97*

*Bill Kelley*  
*MR*

# Occupant Information

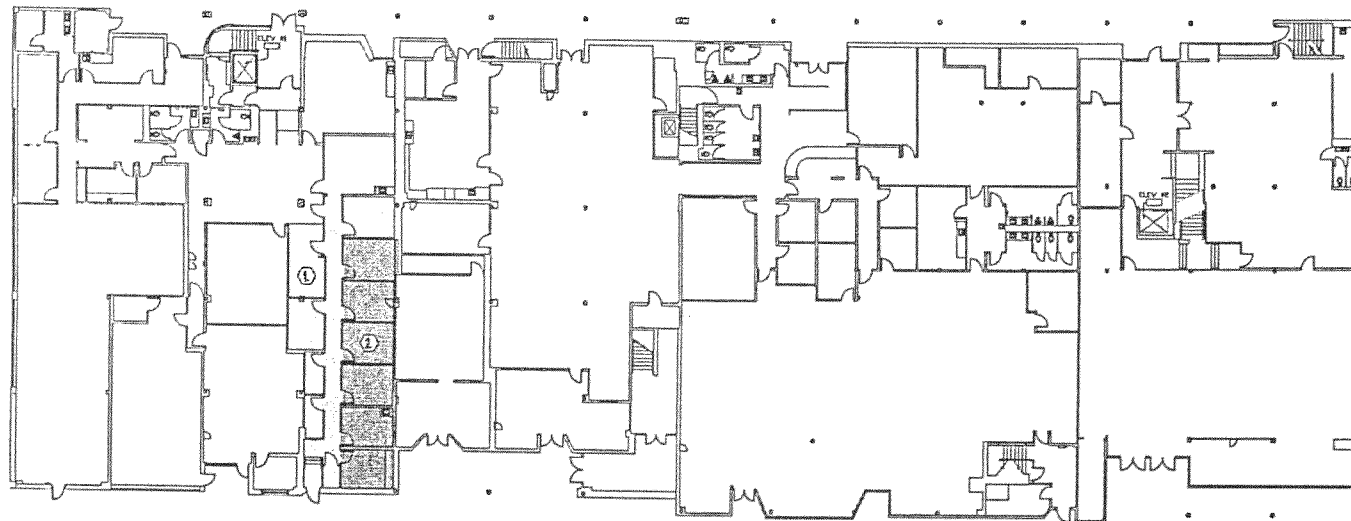
① Space 1  
1150 SqFt  
General Use

② Space 2  
774 SqFt  
Clinic Use

1150 Sqft - General Use  
774 Sqft - Clinic Use

1924 Sqft Total

Walnut Park -322  
5329 NE MLK Jr. Boulevard  
Portland, Oregon 97211



First Floor

Measured by: Brett Taute  
Date: 22 June 2004  
Control # X-05-008





## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-7

**Est. Start Time:** 10:40 AM

**Date Submitted:** 06/28/04

---

**Requested Date:** 7/22/04

**Time Requested:** 5 minutes

**Department:** DBCS

**Division:** FPM

**Contact/s:** Debra Crawford

**Phone:** 503-988-4206

**Ext.:** 84206

**I/O Address:** FPM/274

**Presenters:** Debra Crawford

---

**Agenda Title:** Resolution Declaring a Portion of the Mead Building Located at 421 SW 5th Avenue, Portland, Oregon Known as 511 SW Washington, Portland, Oregon to be Surplus and Approving a Real Property Lease to Klein Jewelers

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

---

1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services requests the Board review the lease and the resolution approving the lease with Klein Jewelers for surplus space in the Mead Building, 421 SW 5<sup>th</sup> Avenue, and authorize the Chair to sign the lease agreement on behalf of the County.

The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** Klein Jewelers has been leasing their space in the Mead building since approximately 1977. The most recent lease dated August 1, 1994 expired July 31, 1999, and has been paid in holdover since that time at \$1950/month. The County wishes to lease out space at market rates. The holdover Klein Jewelers lease is well below market rents at \$8.85. After consultation with Cushman & Wakefield, the County proposed on 6/2/04 via letter a rent of \$13.00 per square foot for the rentable area of 2,730 square feet for a 5 year term. Kathleen Klein accepted the County's

proposal (which was the last of 4 County proposals that were developed during the lease negotiations).

3. **Explain the fiscal impact (current year and ongoing).** Lease payments during the term of this lease agreement are based upon market rents and will be \$13.00 per square foot of leased space which is approximately \$2,957.50 per month in base rent (approximately \$35,490 for FY2005). The new rent provides an annual increase of \$12,090 over the FY2004 holdover lease agreement for which the tenant was paying only \$1,950 per month. The new agreement will also allow the County to charge additional rent for the cost of all real property taxes as assessed against the premises or payable during the lease term. The lease will allow the County to increase the monthly base rent annually on July 1<sup>st</sup>, beginning FY2006, based upon the CPI-Portland Index.

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

**If a budget modification, explain: N/A**

- ❖ **What revenue is being changed and why? N/A**
- ❖ **What budgets are increased/decreased? N/A**
- ❖ **What do the changes accomplish? N/A**
- ❖ **Do any personnel actions result from this budget modification? Explain. N/A**
- ❖ **Is the revenue one-time-only in nature? N/A**
- ❖ **If a grant, what period does the grant cover? N/A**
- ❖ **When the grant expires, what are funding plans? N/A**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: N/A**

- ❖ **Why was the expenditure not included in the annual budget process? N/A**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure? N/A**
- ❖ **Why are no other department/agency fund sources available? N/A**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. N/A**
- ❖ **Has this request been made before? When? What was the outcome? N/A**

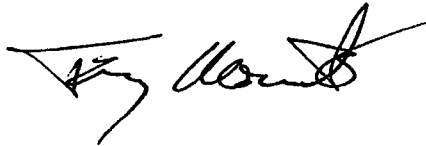
**If grant application/notice of intent, explain: N/A**

- ❖ **Who is the granting agency? N/A**
- ❖ **Specify grant requirements and goals. N/A**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment? N/A**
- ❖ **What are the estimated filing timelines? N/A**
- ❖ **If a grant, what period does the grant cover? N/A**
- ❖ **When the grant expires, what are funding plans? N/A**
- ❖ **How will the county indirect and departmental overhead costs be covered? N/A**

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.** Facilities & Property Management has involved the Department of Community Justice and the FPM Property Manager for the Mead Building in the determination of surplus property status. We reviewed downtown Portland lease comparables and contacted consultants from Cushman & Wakefield, and Mele, Taylor, Westerdahl real estate brokers during the negotiation process for this lease to assure appropriate market rents were being used for this unique leased space configuration.

**Required Signatures:**



**Department/Agency Director:** \_\_\_\_\_ **Date:** 06/24/04

**Budget Analyst**



**By:** \_\_\_\_\_ **Date:** 06/28/04

**Dept/Countywide HR**

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Declaring a Portion of the Mead Building Located At 421 SW 5<sup>th</sup> Avenue, Portland, Oregon Known As 511 SW Washington, Portland, Oregon To Be Surplus And Approving A Real Property Lease To Klein Jewelers.

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

- a. The portion of County property located at 421 SW 5<sup>th</sup> Avenue, Portland, Oregon, known as 511 SW Washington (Property) is, at this time, surplus to any County use.
- b. The attached lease has been negotiated with Klein Jewelers.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

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

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By  \_\_\_\_\_  
John S. Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-103**

Declaring a Portion of the Mead Building Located at 421 SW 5th Avenue, Portland, Oregon Known as 511 SW Washington, Portland, Oregon to be Surplus and Approving a Real Property Lease to Klein Jewelers

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

- a. The portion of County property located at 421 SW 5th Avenue, Portland, Oregon, known as 511 SW Washington (Property) is, at this time, surplus to any County use.
- b. The attached lease has been negotiated with Klein Jewelers.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

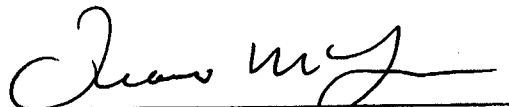
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 22nd day of July, 2004.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

## COMMERCIAL LEASE

Date: July \_\_, 2004

Between: Multnomah County ("Landlord")  
Facilities and Property Management  
Att: Asset Management – Leases  
401 N. Dixon Street  
Portland OR 97227-1865  
Phone (503) 988-3322  
Fax (503) 988-5082  
Emergency (503) 988-3779

And: Karl J. Klein, Inc. dba Klein Jewelers ("Tenant")  
511 SW Washington Street  
Portland Oregon 97204  
Phone (503) 226-6748  
FAX (503) 273-8249

Landlord leases to Tenant and Tenant leases from Landlord the following described real property (the "Premises") on the terms and conditions stated below:

Retail storefront and office space located at 421 SW Fifth Avenue (Mead Building), to include 1122 square feet ground floor storefront retail space and 1521 square feet of mezzanine space, as further described in Exhibits A and B to this lease.

### Section 1. Occupancy

**1.1 Original Term.** The term of this lease shall commence on July 1, 2004, and continue through June 30, 2009, unless sooner terminated as hereinafter provided.

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on July 1, 2004.

### Section 2. Rent

**2.1 Base Rent.** During the original term of this lease, Tenant shall pay to Landlord as base rent the sum of \$2,957.50 per month. Rent becomes due on the first day of each month for which rent is charged. Landlord shall provide Tenant with an invoice listing the amount due within 30 days of the date the rent is due. Any unpaid amounts may be added to subsequent bills. Tenant shall remit payment for the full amount billed within 30 days of receiving an invoice from Landlord.

**2.2 Additional Rent.** All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

**2.3 Rent Adjustment.** The base rent provided in Section 2.1 shall be increased or decreased each July during the term of this lease by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index entitled Consumer Price Index – All Urban Consumers – Portland-Salem, OR-WA (1982-84 = 100) or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the most recent figure available on July 1, 2004 and that available on July 1 of each succeeding year. In no event, however, shall base rent be reduced below that payable during the first year of this lease.

### **Section 3. Use of the Premises**

**3.1 Permitted Use.** The Premises shall be used for the manufacture and retail sale of jewelry and related activities. The Premises may not be used for any other purpose without the consent of Landlord.

**3.2 Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate.
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.
- (3) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

**3.3 Hazardous Substances.** Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of the activities specified in section 3.1. Tenant may store such hazardous substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all hazardous substances from the Premises. As used in this section, the term "*environmental law*" means any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. As used in this section, the term "*hazardous substance*" means any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.

## **Section 4. Repairs and Maintenance**

**4.1 Landlord's Obligations.** The following shall be the responsibility of Landlord:

- (1) Repairs and maintenance of the roof, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation.
- (2) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord or tenants of other portions of the same building.
- (3) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises.

**4.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

- (1) Maintenance and repair of interior walls, ceilings, doors, windows, floor coverings and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the premises.
- (2) Maintenance and repair of the heating and air conditioning system systems and sprinkler systems within the Premises, if any.
- (3) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.3 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.
- (4) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).
- (5) All other repairs to the premises that Landlord is not required to make under Section 4.1.

**4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

**4.4 Reimbursement for Repairs Assumed.** If Tenant fails or refuses to make repairs that are required by this section, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 9% per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, Landlord may not perform repairs that are the obligation of Tenant and charge Tenant for the resulting expense unless at least 14 calendar days before work is commenced tenant is given notice in writing outlining with reasonable particularity the repairs required, and Tenant fails within that time to initiate such repairs in good faith.

**4.5 Inspection of Premises.** Landlord has the right to inspect the Premises at any reasonable time to determine the necessity of repair. Whether or not an inspection is made, the duty of Landlord to make repairs does not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

## **Section 5. Alterations**

**5.1 Alterations Prohibited.** Tenant shall not make any improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations



shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used in this section, "alterations" includes the installation of telecommunications wiring, cables, and conduit.

**5.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the Landlord's consent specifically provides otherwise.

## **Section 6. Insurance**

**6.1 Insurance Required.** Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Lessor.

**6.2 Increase in Coverage.** Lessor may from time to time, but not more frequently than once every three years, require that the amount of commercial general liability insurance be increased so that the amount adequately protects Lessor's interests.

**6.3 Waiver of Subrogation.** Landlord shall not be liable to Tenant (or to Tenant's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in Tenant's fire insurance policy and, in the event of insured loss, Tenant's insurance company shall not have a subrogated claim against Landlord.

## **Section 7. Taxes and Utilities**

**7.1 Property Taxes.** Tenant shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation or rental of the Premises, other than taxes on the net income of Tenant. Failure to pay all taxes, assessments and levies as due shall constitute an event of default under section 13.2 of this lease.

**7.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause the assessment to be treated the same as general real property taxes under section 7.1.

**7.3 Contest of Taxes.** Tenant may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Landlord's interest in the Premises.

**7.4 No Proration of Taxes.** Tenant shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

**7.5 New Charges or Fees.** If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such

charge or fee. However, Tenant has no obligation to pay any charge or fee based on the income derived by Landlord from this lease.

**7.6 Payment of Utility Charges.** Landlord shall pay the cost of all utilities, including electricity, heat, air conditioning, water, sewer and garbage service. Tenant shall pay the cost of all telephone and telecommunication service.

## **Section 8. Damage and Destruction**

**8.1 Partial Damage.** If the Premises are partly damaged through no fault of Tenant and section 8.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

**8.2 Destruction.** If the Premises are destroyed or damaged such that the Premises are unsuitable for the use that Tenant was then making of the premises, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

**8.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**8.4 Damage Late in Term.** If damage or destruction to which section 8.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination under section 8.2.

## **Section 9. Eminent Domain**

**9.1 Partial Taking.** If a portion of the Premises is condemned and section 9.2 does not apply, the lease shall continue on the following terms:

(1) Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(3) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking, as determined by Landlord.

**9.2 Total Taking.** If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was

then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under section 8.2. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

**9.3 Sale in Lieu of Condemnation.** Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this section as a taking by condemnation.

## **Section 10. Liability and Indemnity**

### **10.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**10.2 Indemnification.** Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any cost, including attorney fees, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises, except to the extent caused by Landlord's negligence or breach of duty under this lease. Landlord shall have no liability for the failure or interruption of utilities except to the extent caused by Landlord's negligence or breach of duty under this Lease and in no event for lost profits or consequential damages.

## **Section 11. Quiet Enjoyment; Estoppel Certificate**

**11.1 Landlord's Warranty.** Landlord warrants that it is the owner of the Premises and has the right to lease it free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

**11.2 Estoppel Certificate.** Either party shall, within 20 days following a request from the other party, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid

rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

#### **Section 12. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged, or subleased, or the use of any portion of the property conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. Consent in one instance does not prevent this provision from applying to a subsequent instance. Landlord may withhold or condition consent in its sole and arbitrary discretion.

#### **Section 13. Default**

The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after it is due.

**13.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision is complied with if Tenant begins to correct the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**13.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this section apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

**13.4 Abandonment.** Failure of Tenant for 10 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

#### **Section 14. Remedies on Default**

**14.1 Termination.** In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord is entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by

legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**14.2 Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord is not required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

**14.3 Damages.** In the event of termination or retaking possession following default, Landlord is entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under section 14.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

(3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

**14.4 Right to Sue More than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

**14.5 Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this lease, Landlord may do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 9% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

**14.6 Remedies Cumulative.** The foregoing remedies are in addition to and do not exclude any other remedy available to Landlord under applicable law.

## **Section 15. Surrender at Expiration**

**15.1 Condition of Premises.** On expiration of the lease term or earlier termination, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the

latest practical date before such surrender. Tenant's obligations under this section are subordinate to the provisions of section 8 relating to destruction.

### **15.2 Fixtures**

(1) All fixtures placed on the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord and repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Before expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this failure shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

### **15.3 Holdover**

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150% of the rent last paid by Tenant, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days before the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 16. Miscellaneous**

**16.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease does not waive or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent does not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and does not affect Landlord's remedies for failure to perform such other obligations.

**16.2 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail

addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.3 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16.4 Recordation.** This lease shall not be recorded without the written consent of Landlord.

**16.5 Entry for Inspection.** Landlord shall have the right to enter on the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

**16.6 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge on demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

**16.7 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

**16.8 Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

## **Section 17. Arbitration**

**17.1 Disputes to Be Arbitrated.** If any dispute arises between the parties regarding this lease, either party may request arbitration. If arbitration is requested the dispute will be decided by a single arbitrator selected by the parties, or if the parties cannot agree, appointed by the presiding judge of the Multnomah County Circuit Court.

**17.2 Procedure for Arbitration.** The arbitration shall be conducted in accordance with ORS 36.600 et seq. The arbitration shall take place in Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

## **Section 18 Payment and Notice**

**18.1 Payment.** Tenant shall remit all rent payments, tax payments and all other assessment, lien or other obligations payable to Landlord to:

Multnomah County  
Attn: Treasury  
501 SE Hawthorne, Suite 531  
Portland OR 97214

**18.2 Notice.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

Lessor:

by: *Chari My*

Title: Multnomah County Chair

Date: 07.22.04

Lessee:

by: *Kathleen M. Hellwege*

Title: *Cumex*

Date: *June 24, 2004*

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

By: *[Signature]*

John S. Thomas,  
Assistant County Attorney

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # *R-7* DATE *07.22.04*  
DEBORAH L. BOGSTAD, BOARD CLERK

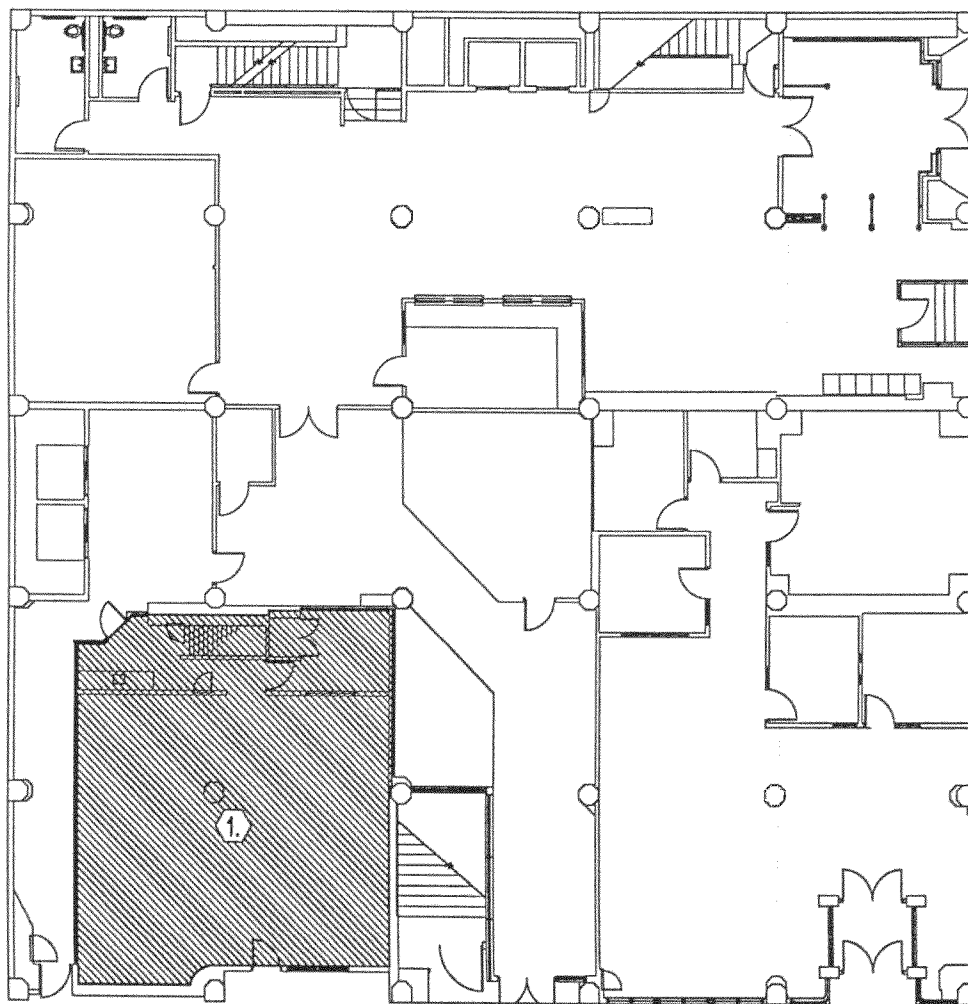


Occupant Information

- ① Space 1  
1122 SqFt

**Mead Building - 161**

421 SW 5th Ave  
Portland, OR 97204

Floor Information

First Floor

Measured by: Brett Taute  
Date: 11 May 2004

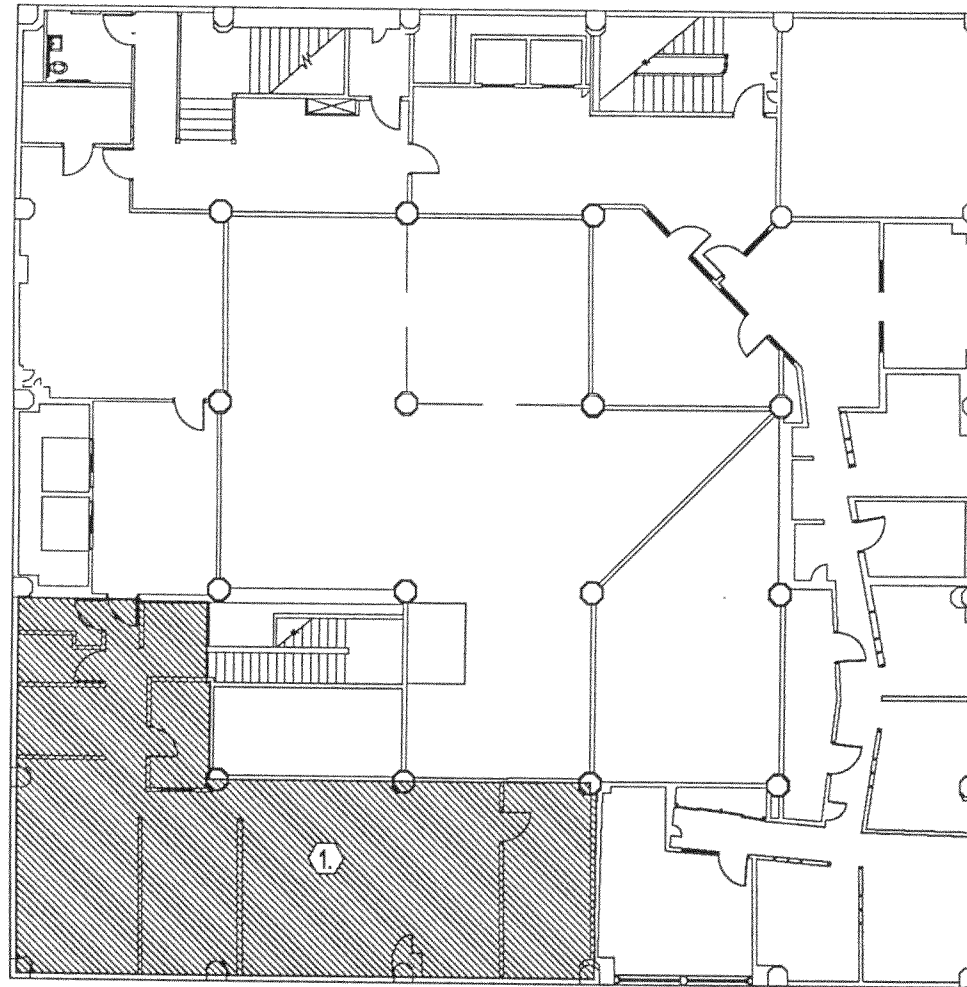


Occupant Information

① Space 1  
1521 SqFt

**Mead Building - 161**  
421 SW 5th Ave  
Portland, OR 97204

Floor Information



Mezzanine

Measured by: Brett Taute  
Date: 11 May 2004



## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-8

**Est. Start Time:** 10:45 AM

**Date Submitted:** 07/07/04

---

**Requested Date:** July 22, 2004

**Time Requested:** 5 Minutes

**Department:** Business and Community Services **Program:** Land Use & Transportation

**Contact/s:** Gary Clifford / Karen Schilling

**Phone:** 503-988-3043

**Ext.:** 26782

**I/O Address:** 455/116

**Presenters:** Gary Clifford

---

**Agenda Title:** An Ordinance Amending County Land Use Code, Plans And Maps To Adopt Portland's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Adopt the ordinance as recommended by the Portland Planning Commission and Portland City Council.
  2. **Please provide sufficient background information for the Board and the public to understand this issue.** On October 11, 2001 the Board adopted Ordinance 967 (effective date January 1, 2002) adopting, in summary, the Portland Comprehensive Plan and zoning ordinance. The County and the City of Portland have been engaged in agreements enabling the City of Portland to provide planning services to achieve compliance with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Portland. Since the adoption of Ordinance 967 and subsequently Ordinance 997, the attached ordinances have been passed by the City Council and therefore the County must adopt them pursuant to our intergovernmental agreement to keep the code up to date. Multnomah County and the

City of Portland entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on January 1, 2002. The IGA lays out a process requiring the County to ensure that any City Council adopted amendments to the City comprehensive plan, zoning code and other regulations adopted by the County Board of Commissioners will be considered by the County Board of Commissioners at the earliest possible meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

3. **Explain the fiscal impact (current year and ongoing).** NA
4. **Explain any legal and/or policy issues.** State law requires a notice be placed in a newspaper of general circulation 10 days prior (07/12/04) to the BCC hearing. We request adoption of this ordinance by emergency to closely follow the City of Portland adoption dates (07/16/04) as stated in the IGA. Portland failed to provide the County notice of these items in time for the County to adopt them to coincide with the City's adoption date. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments.
5. **Explain any citizen and/or other government participation that has or will take place.** The City included the County affected property owners in their noticing for these code revisions when required pursuant to the IGA and directed them to the City legislative process.

**Required Signatures:**

**Department/Agency Director:**

*Robert A. Maestre*

**Date:** 07/07/04

**Budget Analyst**

**By:**

**Date:**

**Dept/Countywide HR**

**By:**

**Date:**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. \_\_\_\_**

Amending County Land Use Code, Plans And Maps To Adopt Portland's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

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

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On July 8, 2004, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1043.
- f. Since the adoption of Ordinance 1043, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 and 2. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

**Multnomah County Ordains as follows:**

**Section 1.** The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibits 1 and 2 and effective on the same date as the respective Portland ordinance:

Exhibit No.	Description	Effective / Hearing Date
1	Ordinance amending Portland Zoning Code to clarify and improve readability without changing policy or intent of the original regulations (PDX Ord. #178509)	7/16/04
2	Code Maintenance 2004 Part 1A: Amendments Related to Title 33, adopted by Ord #178509	7/16/04

**Section 2.** In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

**Section 3.** In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

**Section 4.** Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Portland Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

**Section 5.** An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: July 22, 2004

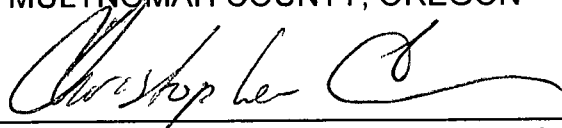
BOARD OF COUNTY COMMISSIONERS,  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D Crean, Assistant County Attorney

## **EXHIBIT LIST FOR ORDINANCE**

1. Ordinance amending Portland Zoning Code to clarify and improve readability without changing policy or intent of the original regulations (PDX Ord. #178509)
2. Code Maintenance 2004 Part 1A: Amendments Related to Title 33, adopted by Ordinance 178509

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website ([www.co.multnomah.or.us/cc/WeeklyAgendaPacket/](http://www.co.multnomah.or.us/cc/WeeklyAgendaPacket/)). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-Rom from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. 1045**

Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions in Compliance With Metro's Functional Plan and Declaring an Emergency

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

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On July 8, 2004, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1043.
- f. Since the adoption of Ordinance 1043, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 and 2. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

**Multnomah County Ordains as follows:**

**Section 1.** The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibits 1 and 2 and effective on the same date as the respective Portland ordinance:

<b>Exhibit No.</b>	<b>Description</b>	<b>Effective / Hearing Date</b>
1	Ordinance amending Portland Zoning Code to clarify and improve readability without changing policy or intent of the original regulations (PDX Ord. #178509)	7/16/04
2	Code Maintenance 2004 Part 1A: Amendments Related to Title 33, adopted by Ord #178509	7/16/04

**Section 2.** In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

**Section 3.** In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

**Section 4.** Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Portland Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

**Section 5.** An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: July 22, 2004



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

A handwritten signature in cursive script, appearing to read "Diane M. Linn", written over a horizontal line.

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By A handwritten signature in cursive script, appearing to read "Sandra N. Duffy", written over a horizontal line.  
Sandra N. Duffy, Assistant County Attorney

## **EXHIBIT LIST FOR ORDINANCE**

1. Ordinance amending Portland Zoning Code to clarify and improve readability without changing policy or intent of the original regulations (PDX Ord. #178509)
2. Code Maintenance 2004 Part 1A: Amendments Related to Title 33, adopted by Ordinance 178509

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website ([www.co.multnomah.or.us/cc/WeeklyAgendaPacket/](http://www.co.multnomah.or.us/cc/WeeklyAgendaPacket/)). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-Rom from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.

Page A

**SUBSTITUTE  
178509**

**Ordinance No.****As Amended**

Amend Title 33, Planning and Zoning to clarify and improve readability without changing policy or intent of the original regulations (Ordinance; amend Title 33)

The City of Portland Ordains:

**Section 1. The Council finds:****General Findings**

1. The City Council adopted a new Zoning Code in November 1990, to be implemented on January 1, 1991.
2. During the adoption of the new Zoning Code, the Council recognized that the new code would occasionally need "fine-tuning" to resolve unanticipated issues. The Council additionally recognized that minor amendments to the Code would periodically be required in order to maintain compliance with existing policy.
3. Code Maintenance 2004 is the fifth annual package of amendments and is part of a continuing effort to improve the clarity and structure of the Portland Zoning Code. As in the past, the amendment package consists primarily of technical amendments intended to correct and clarify the Zoning Code in order to improve its administration, without changing existing land use policy or intent. The Code Maintenance process has also been used to implement portions of other legislative planning projects when additional time is needed to complete the work needed on Zoning Code amendments.
4. Code Maintenance 2004 is part of the City's 2003/4 Regulatory Improvement Workplan (RIW), which was adopted by City Council in August 2003. In Resolution 36162, the City Council directed the Bureau of Development Services (BDS) to undertake Code Maintenance 2004 and to seek a recommendation on the amendments from the Planning Commission.
5. The proposed amendments in the Code Maintenance 2004 package were suggested by a range of interested stakeholders, including neighborhood advocates, development services customers, business owners, environmental advocates, land use consultants, and staff from BDS, Bureau of Planning, and other City agencies. In developing the initial Code Maintenance 2004 list, the model of the FY 2002-2003 Regulatory Improvement Workplan was followed. Initial ideas were developed from a database of requested amendments. The list was expanded and modified through outreach efforts that were focused on the City's neighborhood association network, business associations, and other individuals and groups involved in or affected by the development review process. Meetings with community and business groups, email contacts, and the Regulatory Improvement web site were vehicles for public input into the RIW including the Code Maintenance list of ideas.

178509

6. On January 7, 2004, Notice of the Proposed Amendment was mailed to the Department of Land Conservation and Development (DLCD) in compliance with the post-acknowledgement review process required by OAR 660-18-020. Notice was also mailed to Metro on this date, in compliance with Urban Growth Management Functional Plan requirements. Updated notices on the proposed Code Maintenance project were mailed to DLCD and Metro on February 5, 2004 and April 26, 2004.
7. Notice of the Planning Commission hearing on Code Maintenance 2004 as required by PCC 33.740, Legislative Procedure, was mailed on January 23, 2004. A Measure 56 Notice, as required by ORS 227.186, was mailed to property owners whose property value may be affected by Code Maintenance 2004 amendments on February 4, 2004.
8. On February 24, 2004, the Planning Commission held a hearing on the Code Maintenance 2004 project. Staff from BDS presented the proposal, and public testimony was received.
9. On March 9, 2004, the Planning Commission held a hearing to take additional public testimony on the Code Maintenance 2004 package. The Commission also had a work session to further discuss the proposed amendments and consider public testimony. At the end of the work session, the Commission voted unanimously to forward the Code Maintenance 2004 package, as amended, to the City Council with a recommendation that it be adopted.
10. The Planning Commission's recommended amendments on Code Maintenance 2004 were initially presented to the City Council in two documents: *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1 of 2: Amendments to Title 33, Planning and Zoning* and *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 2 of 2: South Waterfront Related Amendments*.
11. Notice of the City Council hearing on Code Maintenance 2004 as required by PCC 33.740, Legislative Procedure, was mailed on April 23, 2004.
12. On May 20, 2004, the Portland City Council held a hearing on the Code Maintenance 2004 project. Staff from BDS presented the Planning Commission's recommendation, and public testimony was received.
13. At the conclusion of the May 20<sup>th</sup> hearing the Council voted to adopt *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 2 of 2: South Waterfront Related Amendments*. The Council also directed staff to separate Part 1 of 2 into two new documents and present them at an additional hearing on June 2, 2004. The findings in this ordinance pertain to *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1A: Amendments to Title 33, Planning and Zoning*, which contains approximately 65 amendments to Title 33, Planning and Zoning and will be considered for adoption through a regular ordinance.

178509

14. On June 2, 2004 the Portland City Council held a second hearing on portions of the Code Maintenance 2004 project. Staff from BDS presented *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1A: Amendments to Title 33, Planning and Zoning*, and public testimony was received.

#### **Statewide Planning Goals Findings**

State planning statutes require cities to adopt and amend comprehensive plans and land use regulations in compliance with the state land use goals. Because Code Maintenance 2004 has a limited scope the amendments adopted by this ordinance address only some of the topics in the Statewide Planning Goals. Only the state goals addressed below apply.

15. **Goal 1, Citizen Involvement**, requires provision of opportunities for citizens to be involved in all phases of the planning process. The preparation of these amendments has provided numerous opportunities for public involvement. Portland Comprehensive Plan findings on Goal 9, Citizen Involvement, and its related policies and objectives also support this goal. The amendments are supportive of this goal in the following ways:
- The initial Code Maintenance 2004 list was developed and modified through outreach efforts that were focused on the City's neighborhood association network, business associations, and other individuals and groups involved in or affected by the development review process. Meetings with community and business groups, email contacts and the Regulatory Improvement web site were vehicles for public input into the RW including the Code Maintenance list of ideas.
  - On January 23, 2004, BDS sent notice to all neighborhood associations and coalitions in the City of Portland, as well as other interested persons, to inform them of Open House events on February 4, 2004 and February 12, 2004. The purpose of the Open House events was to allow the public the opportunity to review the proposed recommendations, and ask questions of staff. Four people attended the Open House held on February 4<sup>th</sup> and zero people attended on February 12<sup>th</sup>.
  - In the notice mailed on January 23, 2004, BDS also informed all neighborhood association and coalitions, and business associations in the City of Portland, as well as other interested persons, of a Planning Commission public hearing on the Code Maintenance 2004 project. The hearing was also publicized in *The Oregonian* newspaper.
  - On February 2, 2004, BDS published a document entitled, *Code Maintenance 2004: Proposed Report and Recommendation*. The report was made available to the public and mailed to all those requesting a copy. A copy of the document was also delivered to all neighborhood coalition offices.

178509

- Beginning on January 26, 2004 information about Code Maintenance 2004 was available on the Bureau of Development Services web site. On January 26, 2004 the list of proposed amendments was posted on the web site and since then, all materials associated with Code Maintenance 2004 were added to the web site at the same time they were published.
- On February 13, 2004, BDS published a document entitled *Code Maintenance 2004: Addendum to Proposed Report and Recommendation* as well as a draft of this ordinance and a draft Impact Analysis Report.
- On February 24, 2004 BDS published a document entitled *Code Maintenance 2004: Second Addendum to Proposed Report and Recommendation* and on March 9, 2004 BDS published a document entitled *Code Maintenance 2004: Third Addendum to Proposed Report and Recommendation*.
- On February 24, 2004, the Planning Commission held a public hearing during which citizens discussed and commented on the *Proposed Report and Recommendation*. On March 9, 2004, the Planning Commission held a second hearing and public work session to further discuss the amendments.
- During their deliberations on the Code Maintenance 2004 package, the Planning Commission decided to remove two proposed amendments for further consideration. These amendments relate to accessory structures and accessory dwelling units. During their deliberations the Planning Commission also made several very minor changes to the proposed amendments. Upon completing their deliberations, the Planning Commission voted unanimously to forward a recommendation to City Council to adopt the Code Maintenance package as modified. The two documents *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1 of 2: Amendments to Title 33, Planning and Zoning*, and *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 2 of 2: South Waterfront Related Amendments* contained the Commission's full recommendation on Code Maintenance 2004.
- On April 23, 2004, BDS sent notice to all neighborhood associations and coalitions and business associations in the City of Portland, as well as other interested persons, to inform them of a City Council public hearing on the Code Maintenance 2004 project.
- On April 26, 2004 BDS published two documents: *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1 of 2: Amendments to Title 32 and Title 33, Planning and Zoning*, and *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 2 of 2: South Waterfront Related Amendments*. The required Impact Analysis Report was included in these documents.



178509

- On May 20, 2004 the Portland City Council held a hearing on the Code Maintenance 2004 project. Staff from BDS presented the proposal, and public testimony was received.
  - At the conclusion of the May 20<sup>th</sup> hearing the Council voted to adopt *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 2 of 2: South Waterfront Related Amendments*. The Council also directed staff to separate Part 1 of 2 into two new documents and present them at an additional hearing on June 2, 2004.
  - On June 2, 2004 the Portland City Council held a second hearing on portions of the Code Maintenance 2004 project. Staff from BDS presented *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1A: Amendments to Title 33, Planning and Zoning*, and public testimony was received.
16. **Goal 2, Land Use Planning**, requires the development of a process and policy framework that acts as a basis for all land use decisions, and assures that decisions and actions are based on an understanding of the facts relevant to the decision. The amendments are supportive of this goal because they clarify existing language in Title 33, Planning and Zoning, which implements the policies of Portland's *Comprehensive Plan*. Portland *Comprehensive Plan* findings on Goal 1, Metropolitan Coordination, and its related policies and objectives, also support this goal.
17. **Goal 5, Open Space, Scenic and Historic Areas, and Natural Resources**, requires the conservation of open space and the protection of natural and scenic resources. The amendments are consistent with this goal because the amendments do not change policy or intent of any of the existing regulations pertaining to open space, scenic and historic areas, and natural resources. Specific amendments to the Environmental Zones chapter clarifies the prohibition on the use of hazardous substances within the Environmental Zones and the setback exceptions that help avoid placing buildings in resource areas.
18. **Goal 6, Air, Water and Land Resource Quality**, requires the maintenance and improvement of the quality of air, water and land resources, including the handling of solid wastes. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to air, water and land resource quality. Portland *Comprehensive Plan* findings on Goal 8, Environment, and its related policies and objectives also support this goal. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. A specific amendment to the Environmental Zones chapter clarifies the prohibition on the use of hazardous substances within the Environmental Zones.
19. **Goal 7, Areas Subject to Natural Disasters and Hazards**, requires the protection of life and property from natural disasters and hazards. The amendments are consistent with this goal because they do not change policy or

178509

intent of any of the existing regulations pertaining to areas subject to natural disasters and hazards. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. Specific amendments refine the Flood Risk Area for the Johnson Creek Basin Plan District and clarify the regulations to better protect areas subject to flooding when a land division is proposed.

20. **Goal 8, Recreational Needs**, requires satisfaction of the recreational needs of both citizens and visitors to the state. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to recreational needs. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. Specific amendments make the siting of outdoor activity areas in the Open Space zone adjacent to School uses more efficient and avoid the need for an Adjustment review.
21. **Goal 9, Economic Development**, requires provision of adequate opportunities for a variety of economic activities vital to public health, welfare, and prosperity. The amendments are consistent with this goal because they do not substantially change policy or intent of any of the existing regulations pertaining to economic development. Several specific amendments are supportive of this goal because they reduce land use reviews and the cost associated with them. Portland Comprehensive Plan findings on Goal 5, Economic Development, and its related policies and objectives also support this goal.
22. **Goal 10, Housing**, requires provision for the housing needs of citizens of the state. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to housing. A specific amendment is supportive of this goal because it removes an impediment to the creation of attached duplexes.
23. **Goal 11, Public Facilities and Services**, requires planning and development of timely, orderly and efficient public service facilities that serve as a framework for urban and rural development. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to public facilities and services. Several specific amendments are supportive of this goal by making outdoor areas associated with School uses easier to site and by making removal of parking for a Conditional Use possible without a review, which is often needed to add stormwater management landscaping. Portland Comprehensive Plan findings on Goals 11, Public Facilities, and related policies and objectives also support this goal.
24. **Goal 12, Transportation**, requires provision of a safe, convenient and economic transportation system. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to transportation. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. A specific amendment to the pedestrian connections regulation is

178509

- supportive of this goal because it clarifies the requirements and reduces the need for land use reviews on sites with multiple street frontages. Portland Comprehensive Plan findings on Goal 6, Transportation, and its related policies and objectives also support this goal.
25. **Goal 13, Energy Conservation**, requires development of a land use pattern that maximizes the conservation of energy based on sound economic principles. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to energy conservation. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. A specific amendment is supportive of this goal because it removes an impediment to the creation of attached duplexes. Portland Comprehensive Plan findings on Goal 7, Energy, and its related policies and objectives also support this goal.
26. **Goal 14, Urbanization**, requires provision of an orderly and efficient transition of rural lands to urban use. Urban growth boundaries shall be established to identify and separate urbanizable land from rural land. The amendments are consistent with this goal in that they do not affect the placement of the urban growth boundary, and as they do not change policy or intent of any of the existing regulations pertaining to urbanization. Portland Comprehensive Plan findings on Goal 2, Urban Development, and its related policies and objectives also support this goal.
27. **Goal 15, Willamette River Greenway**, requires the protection, conservation, enhancement, and maintenance of the natural, scenic, historic, agricultural, economic, and recreational qualities of land along the Willamette River. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to the Willamette River Greenway. A specific amendment is supportive of this goal because it clarifies the submission requirements for a Greenway Review.
28. **Goals 16, 17, 18, and 19 deal with Estuarine Resources, Coastal Shorelines, Beaches and Dunes, and Ocean Resources**, respectively, and are not applicable to Portland as none of these resources is present within the City limits.

#### **Metro Urban Growth Management Functional Plan Findings**

Metro has adopted an Urban Growth Management Functional Plan (UGMFP) that requires local jurisdictions to adopt and amend comprehensive plans and land use regulations that are not inconsistent with its provisions.

29. **Title 1, Requirements for Housing and Employment Accommodation**, requires that each jurisdiction contribute its fair share to increasing the development capacity of land within the Urban Growth Boundary. This requirement has been implemented through citywide analysis based on calculated capacities from land use designations. These amendments do not change policy or intent of existing regulations relating to the regional

178509

requirements for housing and employment accommodation, and therefore, do not affect the City's ability to meet Title 1. A specific amendment is consistent with this title because it removes an impediment to the creation of attached duplexes.

30. **Title 2, Regional Parking Policy**, regulates the amount of parking permitted by use for jurisdictions in the region. The amendments are consistent with this title because they do not change policy or intent of any of the existing regulations pertaining to regional parking policy. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations.
31. **Title 3, Water Quality and Flood Management Conservation**, calls for the protection of the beneficial uses and functional values of resources within Metro-defined Water Quality and Flood Management Areas by limiting or mitigating the impact of development in these areas. The amendments are not inconsistent with this title because they do not change policy or intent of existing regulations relating to water quality and flood management conservation. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. A specific amendment is consistent with this title because it revises the Johnson Creek Plan District Flood Risk Area to update the boundaries to better reflect recent data and changes made by the Federal Emergency Management Agency (FEMA).
32. **Title 4, Retail in Employment and Industrial Areas**, calls for retail development that supports Employment and Industrial areas, and that does not serve a larger market area. The amendments are consistent with this title because they do not change policy or intent of existing regulations relating to retail in employment and industrial areas.
33. **Title 5, Neighbor Cities and Rural Reserves**, defines Metro's policy regarding areas outside of the Urban Growth Boundary. This title does not apply because this ordinance, and the amendments it adopts, applies within the urban growth boundary.
34. **Title 6, Regional Accessibility**, recommends street design and connectivity standards that better serve pedestrian, bicycle and transit travel and that support the 2040 Growth Concept. The City of Portland's responses to the requirements of this title were prepared through the Transportation System Plan and Land Division Code Rewrite Project. The amendments in Code Maintenance 2004 are not inconsistent with this title because they do not change policy or intent of the existing regulations related to regional accessibility. A specific amendment to the pedestrian connections regulation is supportive of this title because it clarifies the requirements and reduces the need for land use reviews on sites with multiple street frontages.
35. **Title 7, Affordable Housing**, recommends that local jurisdictions implement tools to facilitate development of affordable housing. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. The amendments are not inconsistent

178509

with this title because they do not change policy or intent of existing regulations relating to the development of affordable housing. A specific amendment is consistent with this title because it removes an impediment to the creation of attached duplexes.

36. **Title 8, Compliance Procedures**, outlines compliance procedures for amendments to comprehensive plans and implementing ordinances. The amendments are consistent with this Title because the required notices and findings have been provided to Metro in a timely manner.

#### **Portland Comprehensive Plan Goals Findings**

37. The City's Comprehensive Plan was adopted by the Portland City Council on October 16, 1980, and was acknowledged as being in conformance with the statewide planning goals by the Land Conservation and Development Commission on May 1, 1981. On May 26, 1995, the LCDC completed its review of the City's final local periodic review order and periodic review work program, and reaffirmed the plan's compliance with statewide planning goals.
38. This ordinance amends Title 33, Planning and Zoning, of the Portland City Code. The Council finds that following *Comprehensive Plan* goals, policies and objectives apply to the amendments and the amendments satisfy the applicable goals, policies and objectives for the reasons stated below.
39. During the course of public hearings, the Bureau of Development Services, the Planning Commission, and the City Council provided all interested parties opportunities to identify, either orally or in writing, any other *Comprehensive Plan* goal, policy or objective that might apply to the amendments. No additional provisions were identified.
40. **Goal 1, Metropolitan Coordination**, calls for the Comprehensive Plan to be coordinated with federal and state law and to support regional goals, objectives and plans. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to metropolitan coordination. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. Specific amendments support this goal because they ensure that City land use regulations are consistent with policies and regulations of other City bureaus and State and Federal law.
41. **Goal 2, Urban Development**, calls for maintenance of Portland's role as the major regional employment and population center by expanding opportunities for housing and jobs, while retaining the character of established residential neighborhoods and business centers. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to urban development. Numerous amendments clarify regulations or reduce the need for land use reviews thereby making the development process more predictable and less expensive, which supports new opportunities for housing and jobs creation.

178509

42. **Goal 3, Neighborhoods**, calls for preservation and reinforcement of the stability and diversity of the city's neighborhoods while allowing for increased density. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to the stability and diversity of neighborhoods.
43. **Goal 4, Housing**, calls for enhancing Portland's vitality as a community at the center of the region's housing market by providing housing of different types, tenures, density, sizes, costs and locations that accommodates the needs, preferences, and financial capabilities of current and future households. The amendments include word and structural changes that improve the clarity and implementation of existing regulations. Specific amendments that further Goal 4 and its relevant policies include:
- Elimination of the double side setback requirement for attached duplex units, which will encourage development of a type of structure that will increase the opportunities for owner occupied dwellings in the city.
  - Allowing mobile houses to be removed and replaced if they are in an existing mobile home park within the Portland International Airport noise impact zone. This preserves a housing option in the city.
44. **Goal 5, Economic Development**, calls for promotion of a strong and diverse economy that provides a full range of employment and economic choices for individuals and families in all parts of the City. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to economic development. Specific amendments that support this goal include:
- Changes that allow modest expansions of a Conditional Use without requiring an additional and use review.
  - Elimination of the minimum building coverage requirements in the CS and CM zones when the site has Environmental zoning to reduce the need for either an adjustment of an Environmental Review and to avoid building in environmentally sensitive areas.
  - Clarification of a number of standards and requirements for commercial and industrial development that reduce confusion or the need for land use reviews.
45. **Goal 6, Transportation**, calls for the development of a balanced, equitable and efficient transportation system that provides a range of transportation choices; reinforces the livability of neighborhoods; supports a strong and diverse economy; reduces air, noise, and water pollution; and lessens reliance on the automobile while maintaining accessibility. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to transportation. The amendments make word and structural changes that improve the clarity and implementation of existing

178509

regulations. Specific amendments that further Goal 6 and its relevant policies include:

- An allowance for flag lots in all residential zones to have a paved driveway of either 40% of the area between the front lot line and front building line, or a 12 foot wide driveway, whichever is smaller. This allows for safe access to residential uses on flag lots and eliminates the need for an Adjustment review.
  - Clarifying that loading standards apply to required and non-required parking and loading areas. This will ensure that all loading areas in the city meet requirements for safe loading activity.
  - Adding a purpose statement to the loading requirement section that clarifies the intent of the requirement for forward motion access to loading areas. This will make the evaluation of Adjustment requests easier.
  - Adding setback standards for sites that face one transit street and one intersecting non-transit street, which was inadvertently omitted when the Transportation System Plan was adopted.
  - Adding a definition for peak hour transit service, which will clarify parking standards throughout the city.
  - Clarifies that pedestrian paths are allowed in the landscaped street setback in the Scenic Overlay zone.
  - Allow limited, minor reductions in parking without requiring a Conditional Use review.
46. **Goal 7, Energy**, calls for promotion of a sustainable energy future by increasing energy efficiency in all sectors of the City by ten percent by the year 2000. The amendments are consistent with this goal because they do not change policy or intent of existing regulations. The amendments include word and structure changes that improve the clarity and implementation of existing regulations relating to energy. A specific amendment is supportive of this goal because it removes an impediment to the creation of attached duplexes.
47. **Goal 8, Environment**, calls for maintenance and improvement of the quality of Portland's air, water, and land resources, as well as protection of neighborhoods and business centers from noise pollution. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to environment. The amendments include word and structural changes that improve the clarity and implementation of existing regulations. Specific amendments that further Goal 8 and its relevant policies include:
- Clarifying the setback exceptions to allow side and front setbacks to be reduced to zero when a site has Environmental zoning. This clarifies the

178509

intended flexibility in building placement to avoid placing development in environmentally sensitive areas.

- Eliminate the minimum building coverage requirements in the CS and CM zones when the site has Environmental zoning to reduce the need for either an adjustment of an Environmental Review and to avoid building in environmentally sensitive areas.
  - Update the Flood Risk Areas in the Johnson Creek Plan District to avoid building in areas that are subject to flood risks.
  - Allow minor reductions in parking without requiring a Conditional Use review. This encourages the reduction of impervious surfaces and replacement with landscaping or other stormwater management areas.
48. **Goal 9, Citizen Involvement**, calls for improved methods and ongoing opportunities for citizen involvement in the land use decision-making process. The amendments are consistent with this goal because the process provided opportunities for public input and followed adopted procedures for notification and involvement of citizens in the planning process. Findings on the Statewide Planning Goal 1, Citizen Involvement, also support this goal.
49. **Goal 10, Plan Review and Administration**, requires that Portland's Comprehensive Plan and its implementing ordinances undergo a periodic review. These amendments are supportive of this goal because, beginning in 2000, the city has undertaken Code Maintenance projects as part of that periodic review process with the specific goals of clarifying the Zoning Code, eliminating conflicts, and reducing need for land use reviews.
50. **Policy 10.10 Amendments to the Zoning and Subdivision Regulations** calls for amendments to the zoning and subdivision regulations to be clear, concise, and applicable to the broad range of development situations faced by a growing urban area. **Objective 10.10.C** seeks to improve the Zoning Code by: using clear language, maintaining a clear, logical organization; using a format and page layout that eases use of the document by lay-people as well as professional; and using tables and drawings to add clarity and to shorten the text. The primary purpose of the Code Maintenance 2004 amendments supports this policy and objective because the package as a whole improves clarity, enhances readability, reduces conflicts, and supports the structure and format of the Zoning Code.
51. **Goal 11 A, Public Facilities, General**, calls for provision of a timely, orderly and efficient arrangement of public facilities and services that support existing and planned land use patterns and densities. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to public facilities. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. Several amendments support this goal because they clarify language or reduce the need for land use reviews that are often affect public facilities.



178509

52. **Goal 11 C, Sanitary and Stormwater Facilities**, calls for an efficient, adequate, and self-supporting wastewater collection treatment and disposal system that will meet the needs of the public and comply with federal, state and local clean water requirements. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to sanitary and stormwater facilities. The amendments are limited to word and structure changes that improve the clarity and implementation of existing regulations. Specific amendments support this goal because they allow minor reductions in parking without requiring a Conditional Use review, which will encourage the reduction of impervious surfaces and replacement with landscaping or other stormwater management areas.
53. **Goal 11 F, Parks and Recreation**, calls for maximizing the quality, safety and usability of parklands and facilities through the efficient maintenance and operation of park improvements, preservation of parks and open space, and equitable allocation of active and passive recreation opportunities for the citizens of Portland. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to parks and recreation. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. Several specific amendments support this goal. Some allow minor reductions in parking without requiring a Conditional Use review, which will encourage the reduction of impervious surfaces and replacement with landscaping or other stormwater management areas. Another makes the siting of outdoor activity areas in the Open Space zone adjacent to School uses more efficient and avoids the need for an Adjustment review.
54. **Goal 11 I, Schools**, calls for enhancing educational opportunities of Portland's citizens through assistance in planning educational facilities. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to schools. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations. Specific amendments support this goal because they make the siting of outdoor activity areas in the Open Space zone adjacent to School uses more efficient and avoid the need for an Adjustment review.
55. **Goal 12, Urban Design**, calls for the enhancement of Portland as a livable city, attractive in its setting and dynamic in its urban character by preserving its history and building a substantial legacy of quality private developments and public improvements for future generations. The amendments make word and structural changes that improve the clarity and implementation of existing. Specific amendments that support Goal 12 and its relevant policies include:
- Clarification of the minimum screening requirements in all zones for mechanical equipment on the ground.
  - Clarification of the minimum landscaping requirements for institutional uses in residential zones.

178509

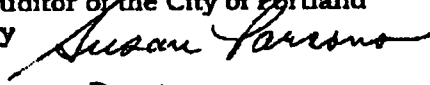
NOW, THEREFORE, the Council directs:

- a. Adopt Exhibit A, *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1A: Amendments to Title 33, Planning and Zoning*, dated May 28, 2004;
- b. Amend Title 33, Planning and Zoning, as shown in Exhibit A, *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1A: Amendments to Title 33, Planning and Zoning*, dated May 28, 2004; and
- c. Adopt as legislative intent and as further findings the commentary in Exhibit A, *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Part 1A: Amendments to Title 33, Planning and Zoning*, dated May 28, 2004

**PASSED BY THE COUNCIL, JUN 16 2004**

Mayor Vera Katz  
Commissioner Randy Leonard  
Susan Hartnett, Bureau of Development Services  
May 26, 2004

**GARY BLACKMER**  
Auditor of the City of Portland

By   
Deputy

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-9

**Est. Start Time:** 10:50 AM

**Date Submitted:** 07/13/04

---

**Requested Date:** July 22, 2004

**Time Requested:** 10 minutes

**Department:** DBCS

**Division:** Land Use & Transportation Program

**Contact/s:** Ed Abrahamson

**Phone:** (503) 988-5050

**Ext.:** 29620

**I/O Address:** Bldg 455/2

**Presenters:** Ed Abrahamson and Kate Dreyfus

---

**Agenda Title:** Notice of Intent to Apply for State Funds, and Approval of Application for Oregon Bicycle and Pedestrian Program funds for Multnomah County CIP Project No. 301

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

- 
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

This is a Notice of Intent (NOI) to apply for state transportation funds. The Land Use and Transportation Program is seeking Board approval to apply for funds for improvements to Highland Drive from south of 11<sup>th</sup> Street to north of Pleasant View Drive. The project is identified in the Capital Improvement Plan as Project No. 301.

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

The Oregon Bicycle and Pedestrian Program has funding available for pedestrian and/or bicycle projects for Fiscal Years 2006/2007 (July 2005 – June 2007). Eligible projects include sidewalk infill, pedestrian crossings, intersection improvements, and minor roadway widening for bikeways. A local match is not required, but a voluntary match will count heavily in project scoring. A soft match (i.e., engineering and design) can be considered as a match. Projects must be ready for construction by June 2006.

Staff recommends Project No. 301 from the Multnomah County Fiscal Year 2003-2007 Transportation Capital Improvement Plan and Program. That project addresses current impediments to pedestrian and bicycle travel in Gresham in the vicinity where Highland Drive crosses over Johnson Creek and the Springwater Trail.

The proposed project will reconfigure the existing cross-section to include a center two-way left turn refuge; a pedestrian island to the south of the bridge in an area of superior sight distance; five-foot wide bike lanes; and ADA-compliance sidewalk ramps. In addition to facilitating both the placement of the pedestrian island and left turn pockets; the center two-way turn lane will deter south-bound drivers from jockeying for position on the bridge, as the taper for the center two-way turn lane will begin to the north of Linneman Avenue.

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

We propose to provide a "soft" match of design and engineering funds (\$24,000).

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

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
  - ❖ **What budgets are increased/decreased?**
  - ❖ **What do the changes accomplish?**
  - ❖ **Do any personnel actions result from this budget modification? Explain.**
  
  - ❖ **Is the revenue one-time-only in nature?**
  - ❖ **If a grant, what period does the grant cover?**
  - ❖ **When the grant expires, what are funding plans?**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
  
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:**

This is a notice of intent to apply for funds, and a request for approval for submittal of an application for the project.

- ❖ **Who is the granting agency?**  
The funds are administered by the Oregon Department of Transportation (ODOT).
- ❖ **Specify grant requirements and goals.**  
The Oregon Bicycle and Pedestrian Program has funding available for pedestrian and/or bicycle projects for Fiscal Years 2006/2007 (July 2005 – June 2007). Eligible projects include sidewalk infill, pedestrian crossings, intersection

improvements, and minor roadway widening for bikeways. A local match is not required, but a voluntary match will count heavily in project scoring. A soft match (i.e., engineering and design) can be considered as a match. Projects must be ready for construction by June 2006.

- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**  
This is a one-time, transportation capital construction grant.
- ❖ **What are the estimated filing timelines?**  
The filing deadline is July 30, 2004.
- ❖ **If a grant, what period does the grant cover?**  
The grant covers fiscal years 2006-2007.
- ❖ **When the grant expires, what are funding plans?**  
The project will be complete when the grant expires.
- ❖ **How will the county indirect and departmental overhead costs be covered?**  
N/A.

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

There are no known legal issues.

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

The project already has undergone an extensive public outreach through the CIP development process, culminating in public hearings and Board action.

**Required Signatures:**

Department/Agency Director: Robert A Maestre

Date: 07/07/04

Budget Analyst

By: 

Date: 07/13/04

Dept/Countywide HR

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

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

**APPLICATION FOR ODOT**  
**PEDESTRIAN OR BICYCLE IMPROVEMENT GRANTS FY 2006-2007**

**Applicant Information:**

Organization Name:  Date:

City and/or County:   
(Project Location)

Contact Person Name and Title:

Address:

Email:  Phone:

ODOT Region:  District:  Note: Project is not located on an ODOT facility

1. **Type of project:** Sidewalks ☐ Bike Lane Striping ☒ Shoulder Widening ☐ Streetscape ☐  
Intersection Improvement ☐ Pedestrian Crossing Improvement ☒ Other ☐  
*Check all that apply. If Intersection Improvement, Pedestrian Crossing Improvement, or other please describe:*

2. **Street, road or highway project is located on:**

*Indicate whether it is a state highway or a local facility, or both in case of an intersection improvement*

Cross street or other reference point: begin:  end:   
(Include milepost if on state hwy)

Length in feet, where applicable:  Side of street (Both, N, S, E, W, etc.):

3. a. **Total project cost, including engineering & local match:**   
b. **State's share (Grant amount you are seeking):**   
c. **Local share (If soft match, describe):**    
d. **Other funding source: (Describe)**

4. **Can the project be divided into two phases? If it can, please indicate the two sections, costs and your priority for completion. This may affect project selection if there is insufficient funding for your entire project as submitted:**

5. **Briefly define the problem and describe the proposed solution. Include the following information:**

- Describe the need, the current conditions and how the project will improve the situation. *Note: see questions 18 & 19 for drawings & map requirements*
- Does the project fill in missing gaps or provide connectivity to other facilities?

6. Is the project included in a local, adopted plan?

Y ☒ N ☐

Please identify:

Multnomah County FY '03-'07 Capital Improvement Plan & Program.

If not, has the need been identified elsewhere?

Y ☐ N ☐

Where?

7. Have local elected officials formally expressed support for this project? \*

Y ☒ N ☐

a. Are there currently accesses, driveways, or on street parking within the project limits?

Y ☐ N ☒

b. If so, have local elected officials indicated support for any proposed changes? \*

Y ☐ N ☐

c. Are you prepared to hold public hearings, if required?

Y ☒ N ☐

\* Please fill in appropriate box on signature page

8. Does the proposed facility lie within road or street rights-of-way?

Y ☒ N ☐

Projects in parks or abandoned railway lines are not eligible.

Will extra right-of-way need to be purchased?

Y ☐ N ☒

9. Does an agency other than the applicant have jurisdiction over the right-of-way?

Y ☐ N ☒

If yes, who?

a. Do they concur with your project request? Please fill in appropriate box on signature page

Y ☐ N ☐

b. Will they agree to maintain the facility (including landscaping)?

Y ☐ N ☐

Please fill in appropriate box on signature page

10. Is the proposed project to be included in a larger project?

Y ☐ N ☒

(Projects that add sidewalks or bikeways as part of road construction or reconstruction are **not** eligible. Projects that tie into other work, such as surface preservation, utility or drainage work, are eligible, even encouraged.)

Please describe project, timeline, and other funding sources:

11. Who will primarily be served by this project? (e.g. school children, commuters, recreational users, seniors, disabled, etc.)

Pedestrians, bicyclists, motorists, recreational users, disabled persons.

12. Does the proposed facility provide a link to transit or park-and-ride facilities?

Y ☒ N ☐

If yes, describe:

Provides access to TriMet routes 9 and 82.

13. Does the project include a railroad crossing?

Y ☐ N ☒

If yes, do the railroad and the ODOT Rail Crossing Safety Unit concur with your project request?

Y ☐ N ☐

(ODOT Rail Crossing Safety Unit phone number: 503-986-4273) Please fill in appropriate box on signature page

14. Are there any Travel information Council (TIC) signs located within the project?

Y ☐ N ☒

If yes, please contact the TIC (503-378-2244) to coordinate replacement or relocation.

15. Will the project accommodate both pedestrians and bicyclists?

Y ☒ N ☐

If not, is the other mode provided for, or will it be? Describe:

16. Are any bridges, tunnels, retaining walls or other structures required?

Y ☐ N ☒

If yes, describe:

17. Describe how the project increases the appreciation of cultural, aesthetic or environmental values, community pride, environmental quality or livability. Or describe any other outstanding project features or local circumstances that reviewers should be aware of. If the space below is insufficient, you may instead attach a 1 page letter, at a font size no smaller than 12 pt.

PLEASE SEE ATTACHED PAGE.

18. Include a black & white 8.5" x 11" vicinity map that shows where the project lies within the community. Indicate adjacent land use and nearby destinations, as well as existing or planned pedestrian and/or bicycle facilities, within reasonable walking or biking distance of the project.

(See page 167 of the Oregon Bicycle and Pedestrian Plan for an example of coding to be used, as well as approximate scale.)

Is the vicinity map included?

Y ☒ N ☐

19. On a separate 8.5"x11" sheet of paper, attach typical cross-sections of the existing roadway or a diagram of the intersection or crossing treatment and proposed solution; include width, surfacing, and other features.

**DO NOT attach large plans or blueprints.**

Is the cross-section or diagram included?

Y ☒ N ☐

Mail application package to:

Michael Ronkin  
Bicycle & Pedestrian Program Manager  
Traffic Management Services, 5th floor  
355 Capitol St NE  
Salem OR 97301-3871  
503-986-3555 fax 4063



**QUESTION 17:**  
**MULTNOMAH COUNTY 2004 BICYCLE & PEDESTRIAN GRANT APPLICATION**

Highland Drive is a well-traveled facility, with a 2003 ADT of 13,468, as well as significant pedestrian and bicycle usage. It provides the primary north/south access route for motorists, pedestrians and bicyclists in Southwest Gresham, crosses Johnson Creek and connects to the Springwater Trail. The project location is within a mile of Powell Butte Park, Jenne Butte Park, the Gresham Fairview Trail, and Southwest Park. Also, the project location is within a quarter mile of a retail center.

The project will increase appreciation of environmental values by enhancing connectivity to area recreation resources such as the Springwater Trail. It will improve livability by improving safety for bicyclists and pedestrians traveling along Highland Drive. The need for these improvements is demonstrated in the 2002 Gresham TSP (Figure 11), which shows that between 41 and 60 bicycle accidents have occurred in the project area between 1997-2000. The Project will enhance livability by encouraging area residents to walk or bicycle within their neighborhoods to area attractions such as the Springwater Trail and the retail center just north of the bridge.

Key issues include:

- A retail center including a supermarket is located northwest of the intersection of Highland Drive and 11<sup>th</sup> Street. There are 701 homes and three apartment complexes within a one mile walking distance of the retail center, and 110 of these homes are both south of the bridge and within a half mile walk of the retail center.
- The bridge across Johnson Creek on Highland Drive has one sidewalk, which is located on the east side of the bridge.
- Pedestrians approaching the bridge from the south must cross over to the east side of the bridge to access the bridge sidewalk. There is no designated crosswalk on Highland Drive between the bridge and Pleasant View Drive. As a result, pedestrians must "sprint" across two travel lanes.
- Sight distance along Highland Drive south of the bridge is limited in some areas due to horizontal and vertical curvature of the road.
- Travel lanes are extremely wide and encourage speeding.
- Highland Drive carries two lanes southbound, but reduces to one lane just south of 11<sup>th</sup> Street and north of the bridge. South-bound drivers frequently "jockey" for position as far south as Linneman Avenue; the first intersection south of the bridge.
- There are no left turn pockets on Highland Drive. As a result, vehicles queuing for left turns must queue in the travel lane. Drivers often pass these vehicles to the right within the same travel lane or in the bicycle lane.
- Bike lanes are only four feet wide, which is less than the minimum recommended standard of five feet wide.
- Sidewalk ramps along Highland Drive do not meet current ADA standards.

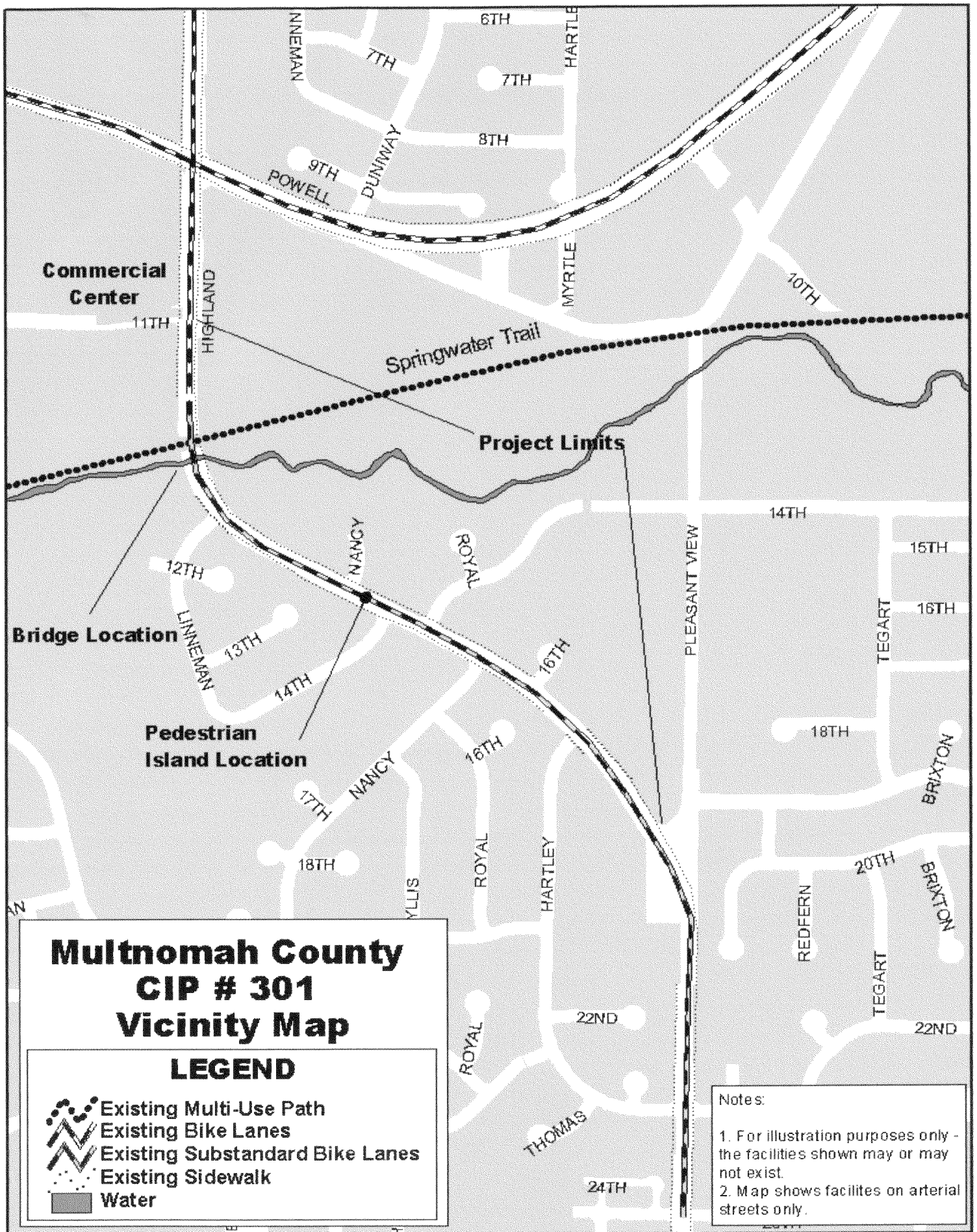
The proposed project will reconfigure the existing cross-section to include a center two-way left turn refuge, a pedestrian island to the south of the bridge in an area of superior sight distance; five-foot wide bike lanes, and ADA-compliance sidewalk ramps. In addition to facilitating both the placement of the pedestrian island and left turn pockets; the center two-way turn lane will deter south-bound drivers from jockeying for position on the bridge, as the taper for the center two-way turn lane will begin to the north of Linneman Avenue.

## ODOT PEDESTRIAN OR BICYCLE IMPROVEMENT GRANTS

Endorsements

Complete all sections relevant to your project

<b>Applicant:</b> Multnomah County	
<b>Contact person:</b> Ed Abrahamson	
<b>Project Name:</b> Multnomah County CIP Project #301: Bicycle and Pedestrian Improvements to Highland Drive.	
<b>Question 7: Elected official support for project, &amp; modification to accesses, driveways, or on-street parking</b> (briefly describe) Resolution in support of Project.	
Name: Diane Linn	Title: Multnomah County Chair
Signature:	Date:
<b>Question 9a: Agency support if project is on right-of-way not owned by applicant (Region or District Manager for projects on ODOT Highways)</b>	
Name:	Title:
Signature:	Date:
<b>Question 9b: Agreement from appropriate agency to maintain the facility</b>	
Name:	Title:
Signature:	Date:
<b>Question 13: Concurrence from railroad and ODOT Rail Crossing Safety Unit if project includes a railroad crossing</b>	
Name:	Title:
Signature:	Date:
Name:	Title:
Signature:	Date:



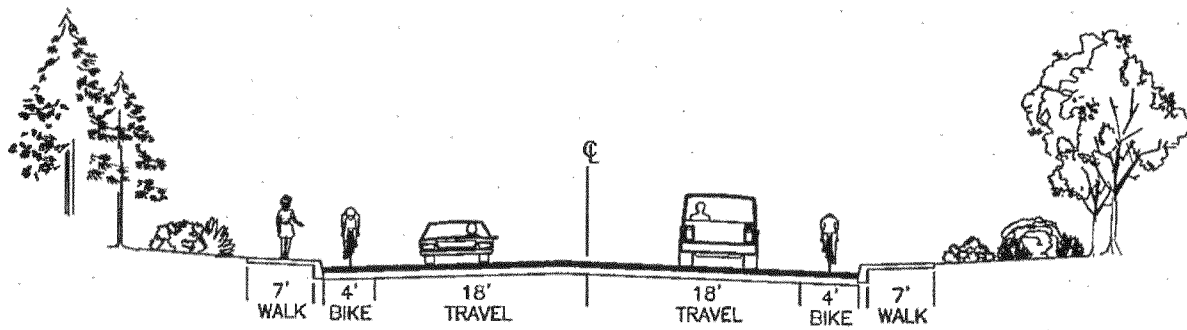
# Multnomah County CIP # 301 Vicinity Map

## LEGEND

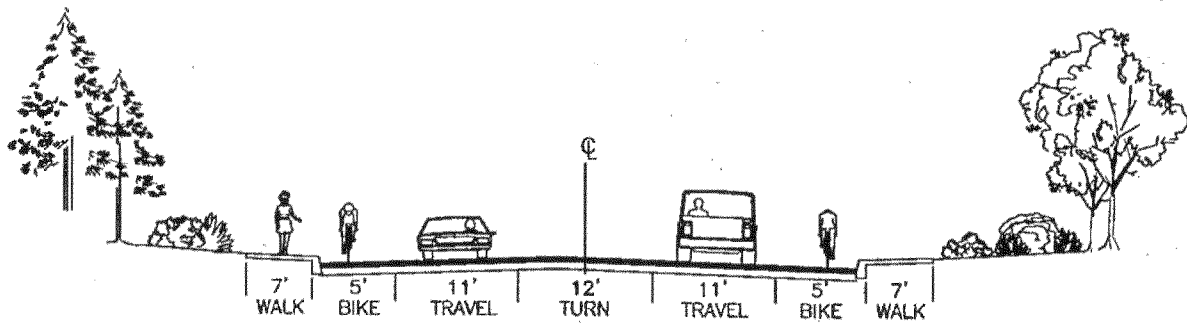
- Existing Multi-Use Path
- Existing Bike Lanes
- Existing Substandard Bike Lanes
- Existing Sidewalk
- Water

Notes:

1. For illustration purposes only - the facilities shown may or may not exist.
2. Map shows facilities on arterial streets only.



EXISTING



PROPOSED

# CROSS SECTION: HIGHLAND DRIVE Multnomah County Capital Improvement Project #301

## AGENDA PLACEMENT REQUEST

BUD MOD #:

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-10

**Est. Start Time:** 10:55 AM

**Date Submitted:** 07/08/04

---

**Requested Date:** 7/22/2004

**Time Requested:** 15 Minutes

**Department:** Business Services

**Division:** Human Resources

**Contact/s:** Rebecca Gabriel/Gail Parnell

**Phone:** 503-988-5135

**Ext.:** 22168

**I/O Address:** 503/4

**Presenters:** Rebecca Gabriel, HR-LR and Bryan Lally, AFSCME

---

**Agenda Title:** Approval the 2004-2005 Labor Agreement Between Multnomah County and AFSCME, Local 88, Juvenile Custody Services Specialist Unit

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Approval of the successor labor agreement for employees in the Department of Community Justice's Juvenile Custody Services.
  2. **Please provide sufficient background information for the Board and the public to understand this issue.** This is a one-year successor labor agreement that provides for continuation of wages, benefits and other working conditions for Juvenile Custody Services Specialists (JCSS). The major changes to the existing contract focus on (1) Wages; (2) Pension (language changed to reflect changes to PERS/OPSRP; (3) Annual Sign-up; and (4) Termination Date (reflects a one-year agreement).
  3. **Explain the fiscal impact (current year and ongoing).**  
The new contract will have the following financial impact on the County:
    - JCSS wages will be increased by 2.0% for a Cost of Living Adjustment (COLA).
    - The salary range will be increased 3.0% to align JCSS employees with the market rate paid to comparable employees in similar jurisdictions.

- The health and welfare benefits have already been approved by Board action on April 15, 2004.

The contract settlement is estimated to cost approximately \$99,000 of which the General Fund's share is \$82,000. During the FY 2005 budget, a set-aside was budget in the General Fund to cover the cost of the labor contracts.

Due to the large number of contracts that will be settled in FY 2004-2005, one budget modification will be brought to the Board of County Commissioners to adjust the Departments appropriations.

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

**If a budget modification, explain:**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome? No

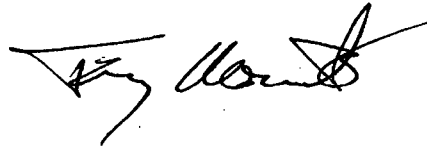
**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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.

**Required Signatures:**



Department/Agency Director: \_\_\_\_\_

Date: 07/08/04

Budget Analyst



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

Date: 07/08/04

Dept/Countywide HR



By:

Date: 07/08/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Approving the 2004-2005 Labor Agreement Between Multnomah County and AFSCME, Local 88, Juvenile Custody Services Specialist Unit

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

- a. The labor agreement between Multnomah County and AFSCME Local 88, Juvenile Custody Services Specialists expired on June 30, 2004. Representatives of Multnomah County and AFSCME completed bargaining for a labor agreement effective July 1, 2004 – June 30, 2005.
- b. The successor labor agreement provides for a 2% COLA adjustment, continuation of health benefits under the Employee Benefits Board, a 3% salary range adjustment to bring the employees into line with the market, and allows shift selections to coincide with the fiscal year.
- c. The successor labor agreement was negotiated pursuant to ORS 243.670 – 243.782.

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

1. The Labor Agreement between Multnomah County and AFSCME Local 88, Juvenile Custody Services Specialists is approved with an effective date of July 1, 2004.

ADOPTED this 22 day of July 2004..

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Agnes Sowle, County Attorney



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-104**

Approving the 2004-2005 Labor Agreement Between Multnomah County and AFSCME, Local 88, Juvenile Custody Services Specialist Unit

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

- a. The labor agreement between Multnomah County and AFSCME Local 88, Juvenile Custody Services Specialists expired on June 30, 2004. Representatives of Multnomah County and AFSCME completed bargaining for a labor agreement effective July 1, 2004 – June 30, 2005.
- b. The successor labor agreement provides for a 2% COLA adjustment, continuation of health benefits under the Employee Benefits Board, a 3% salary range adjustment to bring the employees into line with the market, and allows shift selections to coincide with the fiscal year.
- c. The successor labor agreement was negotiated pursuant to ORS 243.670 – 243.782.


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

1. The Labor Agreement between Multnomah County and AFSCME Local 88, Juvenile Custody Services Specialists is approved with an effective date of July 1, 2004.

ADOPTED this 22nd day of July 2004.

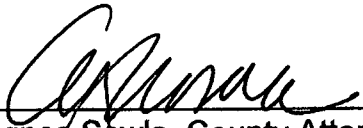


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Agnes Sowle, County Attorney

**Department of Community Justice**  
**Juvenile Custody Services Specialist Contract - FY 2005**  
**Cost Analysis**

Employee	Fund	FY 2005 w/ 2% COLA	Cost of Cola	Added Step	Cost of Added Step	w/Fringe @ 34.82%	Total Increase	Total FY 2005 Base Pay	FY 2005 Budgeted Base Pay	Additional Base Pay Needed	Additional Fringe Needed	Total Additional Needed
Woehler, Thomas E	1000	\$21.65	\$110.82	\$22.30	\$1,186.89	\$451.86	\$1,749.57	\$46,402	\$44,328	\$2,074	\$722	\$2,796
Aumuell, Roland T	1000	\$21.65	\$0.00	\$22.30	\$2,243.01	\$781.02	\$3,024.02	\$46,571	\$44,328	\$2,243	\$781	\$3,024
Buell, Nicholas A	1000	\$21.65	\$0.00	\$22.30	\$2,243.01	\$781.02	\$3,024.02	\$46,571	\$44,328	\$2,243	\$781	\$3,024
Miller, John L	1000	\$21.65	\$36.94	\$22.30	\$1,299.93	\$465.50	\$1,802.36	\$46,515	\$44,328	\$2,187	\$761	\$2,948
Gantz, Victoria C	1000	\$21.65	\$36.94	\$22.30	\$1,299.93	\$465.50	\$1,802.36	\$46,515	\$44,328	\$2,187	\$761	\$2,948
Peterson, Mike J	1000	\$21.65	\$36.94	\$22.30	\$1,299.93	\$465.50	\$1,802.36	\$46,515	\$44,328	\$2,187	\$761	\$2,948
Buslach, Joseph A	1000	\$21.65	\$369.40	\$22.30	\$791.26	\$404.14	\$1,564.80	\$46,006	\$44,328	\$1,678	\$584	\$2,262
Crocker, Mary A	1000	\$21.65	\$369.40	\$22.30	\$791.26	\$404.14	\$1,564.80	\$46,006	\$44,328	\$1,678	\$584	\$2,262
Coppedge, Damein A	1000	\$21.65	\$221.64	\$22.30	\$1,017.33	\$431.41	\$1,670.39	\$46,232	\$44,328	\$1,904	\$663	\$2,567
Kosharek, Bruce W	1000	\$21.65	\$221.64	\$22.30	\$1,017.33	\$431.41	\$1,670.39	\$46,232	\$44,328	\$1,904	\$663	\$2,567
Talalemotu, Faasaoina	1000	\$21.65	\$36.94	\$22.30	\$621.70	\$229.34	\$887.98	\$23,229	\$18,333	\$4,896	\$1,705	\$6,601
Hiebert, William	1000	\$21.65	\$73.88	\$22.30	\$1,243.41	\$458.68	\$1,775.97	\$46,458	\$44,328	\$2,130	\$742	\$2,872
Hall, Richard	1000	\$21.65	\$406.34	\$22.30	\$734.74	\$397.33	\$1,538.41	\$45,950	\$44,328	\$1,622	\$565	\$2,186
Bynum, Reginald D	1000	\$21.65	\$406.34	\$22.30	\$734.74	\$397.33	\$1,538.41	\$45,950	\$44,328	\$1,622	\$565	\$2,186
Wolpert, Bernhard E	1000	\$21.65	\$849.62	\$22.30	\$56.52	\$315.52	\$1,221.66	\$45,271	\$44,328	\$943	\$328	\$1,272
Owens, Pamela J	1000	\$21.65	\$110.82	\$22.30	\$1,186.89	\$451.86	\$1,749.57	\$46,402	\$44,328	\$2,074	\$722	\$2,796
Quist, Bradford A	1000	\$21.65	\$110.82	\$22.30	\$1,186.89	\$451.86	\$1,749.57	\$46,402	\$44,328	\$2,074	\$722	\$2,796
Godfrey, Leland B	1000	\$21.65	\$480.22	\$22.30	\$621.70	\$383.69	\$1,485.62	\$45,837	\$44,328	\$1,509	\$525	\$2,034
Stevens-Hiebert, Tracy J	1000	\$21.65	\$701.86	\$22.30	\$282.59	\$342.79	\$1,327.24	\$45,497	\$44,328	\$1,169	\$407	\$1,577
Junta, Brian	1000	\$21.65	\$701.86	\$22.30	\$282.59	\$342.79	\$1,327.24	\$45,497	\$44,328	\$1,169	\$407	\$1,577
Norman, James E	1000	\$21.65	\$701.86	\$22.30	\$282.59	\$342.79	\$1,327.24	\$45,497	\$44,328	\$1,169	\$407	\$1,577
Holland, Paul	1505	\$21.65	\$36.94	\$22.30	\$1,299.93	\$465.50	\$1,802.36	\$46,515	\$44,328	\$2,187	\$761	\$2,948
Bleth, Douglas L	1505	\$21.65	\$369.40	\$22.30	\$791.26	\$404.14	\$1,564.80	\$46,006	\$44,328	\$1,678	\$584	\$2,262
Tapasa, Solomon	1505	\$21.65	\$221.64	\$22.30	\$1,017.33	\$431.41	\$1,670.39	\$46,232	\$44,328	\$1,904	\$663	\$2,567
<b>Subtotal for NEW STEP</b>			<b>\$6,612</b>		<b>\$23,533</b>	<b>\$10,497</b>	<b>\$40,642</b>	<b>\$1,084,308</b>	<b>\$1,037,877</b>	<b>\$46,431</b>	<b>\$16,167</b>	<b>\$62,598</b>

**Department of Community Justice**  
**Juvenile Custody Services Specialist Contract - FY 2005**  
**Cost Analysis**

Employee	Fund	FY 2005 w/ 2% COLA	Cost of Cola	Added Step	Cost of Added Step	w/Fringe @ 34.82%	Total Increase	Total FY 2005 Base Pay	FY 2005 Budgeted Base Pay	Additional Base Pay Needed	Additional Fringe Needed	Total Additional Needed
Kim, James C	1000	\$21.02	\$788.95	\$21.65	\$109.74	\$312.92	\$1,211.61	\$44,004	\$44,328	(\$324)	(\$113)	(\$437)
Dodge, Linda A	1000	\$21.02	\$860.67	\$21.65	\$877.89	\$605.37	\$2,343.93	\$44,772	\$43,877	\$895	\$312	\$1,207
Wheeler, Scott A	1505	\$21.02	\$860.67	\$21.65	\$877.89	\$605.37	\$2,343.93	\$44,772	\$43,872	\$900	\$313	\$1,214
Sandquist, Ronald F	1505	\$21.02	\$860.67	\$21.65	\$603.55	\$509.84	\$1,974.06	\$44,498	\$43,604	\$894	\$311	\$1,205
Porter, Tau A	1505	\$20.40	\$835.20	\$21.02	\$53.94	\$309.60	\$1,198.74	\$42,649	\$43,103	(\$454)	(\$158)	(\$612)
Vuky, Paul	1000	\$20.40	\$835.20	\$21.02	\$53.94	\$309.60	\$1,198.74	\$42,649	\$43,098	(\$449)	(\$156)	(\$605)
Andersen, Kimberly	1000	\$20.40	\$835.20	\$21.02	\$53.94	\$309.60	\$1,198.74	\$42,649	\$43,088	(\$439)	(\$153)	(\$592)
Weatherford, Lee W	1505	\$21.65	\$886.56	\$22.30	\$1,186.89	\$721.98	\$2,795.43	\$46,402	\$44,328	\$2,074	\$722	\$2,796
Sullivan, Mary J	1000	\$19.59	\$802.21	\$20.40	\$1,472.20	\$791.95	\$3,066.35	\$42,385	\$41,558	\$827	\$288	\$1,115
Johnson, Chantal M	1000	\$19.59	\$802.21	\$20.40	\$1,472.20	\$791.95	\$3,066.35	\$42,385	\$41,545	\$840	\$292	\$1,132
Pascual, Belinda D	1000	\$19.59	\$802.21	\$20.40	\$1,402.09	\$767.54	\$2,971.84	\$42,315	\$41,476	\$839	\$292	\$1,131
Thies, Linda M	1505	\$19.59	\$802.21	\$20.40	\$1,051.57	\$645.49	\$2,499.26	\$41,964	\$41,134	\$830	\$289	\$1,119
Mallory, Pamela K	1000	\$22.67	\$928.32	\$23.35	\$887.71	\$632.34	\$2,448.38	\$48,232	\$44,704	\$3,528	\$1,229	\$4,757
Spruill, Stefon L	1505	\$19.59	\$802.21	\$20.40	\$1,051.57	\$645.49	\$2,499.26	\$41,964	\$41,122	\$842	\$293	\$1,136
Guzman, Pamela A	1000	\$19.59	\$802.21	\$20.40	\$981.46	\$621.08	\$2,404.75	\$41,894	\$41,071	\$823	\$287	\$1,110
Phandouangsy, Soukphavanh	1000	\$19.59	\$802.21	\$20.40	\$771.15	\$547.84	\$2,121.20	\$41,684	\$40,882	\$802	\$279	\$1,081
Wilkie, Tracey L	1000	\$19.59	\$802.21	\$20.40	\$771.15	\$547.84	\$2,121.20	\$41,684	\$40,445	\$1,239	\$431	\$1,670
Jaramillo, Arnoldo	1000	\$19.59	\$802.21	\$20.40	\$350.52	\$401.38	\$1,554.11	\$41,263	\$40,445	\$818	\$285	\$1,103
Washington, Roy L	1000	\$19.59	\$802.21	\$20.40	\$350.52	\$401.38	\$1,554.11	\$41,263	\$40,439	\$824	\$287	\$1,111
Arthur, Stephen F	1000	\$19.59	\$802.21	\$20.40	\$350.52	\$401.38	\$1,554.11	\$41,263	\$40,433	\$830	\$289	\$1,119
Stubblefield, Alisa C	1000	\$19.59	\$802.21	\$20.40	\$350.52	\$401.38	\$1,554.11	\$41,263	\$40,433	\$830	\$289	\$1,119
Updike, Heather K	1000	\$19.59	\$802.21	\$20.40	\$350.52	\$401.38	\$1,554.11	\$41,263	\$40,426	\$837	\$292	\$1,129
Stephens, Ramona L	1000	\$18.86	\$772.14	\$19.59	\$1,334.08	\$733.39	\$2,839.60	\$40,713	\$39,868	\$845	\$294	\$1,140
Thompson, Shawn M	1505	\$18.86	\$772.14	\$19.59	\$952.91	\$600.66	\$2,325.72	\$40,332	\$39,500	\$832	\$290	\$1,122
Malray, Barbara J	1000	\$18.86	\$772.14	\$19.59	\$889.38	\$578.54	\$2,240.07	\$40,269	\$39,483	\$786	\$274	\$1,059
Faalevao, Sualua	1000	\$18.86	\$772.14	\$19.59	\$889.38	\$578.54	\$2,240.07	\$40,269	\$39,471	\$798	\$278	\$1,075
Reagin Gunsch, Anastasia I	1000	\$18.86	\$772.14	\$19.59	\$825.86	\$556.42	\$2,154.42	\$40,205	\$39,408	\$797	\$278	\$1,075
Lefebvre, Izzy L	1505	\$18.86	\$772.14	\$19.59	\$762.33	\$534.30	\$2,068.77	\$40,142	\$39,344	\$798	\$278	\$1,075
Cox, Tami K	1000	\$17.76	\$727.04	\$18.30	\$1,084.14	\$630.65	\$2,441.84	\$38,163	\$37,408	\$755	\$263	\$1,018
Phillippi-Jansen, Steven L	1000	\$17.76	\$727.04	\$18.30	\$1,084.14	\$630.65	\$2,441.84	\$38,163	\$37,408	\$755	\$263	\$1,018
Roady, Loretta M	1000	\$17.76	\$727.04	\$18.30	\$848.46	\$548.59	\$2,124.09	\$37,928	\$37,179	\$749	\$261	\$1,009
Riemer, Dana L	1000	\$17.76	\$727.04	\$18.30	\$754.19	\$515.76	\$1,996.99	\$37,833	\$37,090	\$743	\$259	\$1,002
Beltz, Christine M	1000	\$17.76	\$363.52	\$18.30	\$164.98	\$184.02	\$712.52	\$18,705	\$18,333	\$372	\$129	\$501
Kennedy, Mark D	1000	\$17.76	\$727.04	\$18.30	\$329.96	\$368.05	\$1,425.04	\$37,409	\$36,666	\$743	\$259	\$1,002
<b>Subtotal within Old Steps</b>			<b>\$26,752</b>		<b>\$25,351</b>	<b>\$18,142</b>	<b>\$70,245</b>	<b>\$1,393,349</b>	<b>\$1,366,569</b>	<b>\$26,780</b>	<b>\$9,325</b>	<b>\$36,105</b>
<b>GRAND TOTAL</b>			<b>\$33,364</b>		<b>\$48,884</b>	<b>\$28,639</b>	<b>\$110,887</b>	<b>\$2,477,657</b>	<b>\$2,404,446</b>	<b>\$73,211</b>	<b>\$25,492</b>	<b>\$98,703</b>
General Fund Total New Step			\$5,984		\$20,424	\$9,195	\$35,604	\$945,555	\$904,893	\$40,662	\$14,158	\$54,820
General Fund Within Old Steps			\$20,160		\$18,811	\$13,570	\$52,540	\$1,050,626	\$1,030,562	\$20,064	\$6,986	\$27,050
<b>General Fund Total</b>			<b>\$26,144</b>		<b>\$39,235</b>	<b>\$22,765</b>	<b>\$88,144</b>	<b>\$1,996,181</b>	<b>\$1,935,455</b>	<b>\$60,726</b>	<b>\$21,145</b>	<b>\$81,870</b>

**A G R E E M E N T**

**Between**

**MULTNOMAH COUNTY, OREGON**

**and**

**MULTNOMAH COUNTY EMPLOYEES UNION**

**LOCAL 88, AFSCME, AFL-CIO**

**(Juvenile Custody Services Specialist Unit)**

---

**ARTICLE 1**

**PREAMBLE**

---

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, Juvenile Custody Services Specialist Unit, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's and Union's mutual objective of providing ever-improved efficient, effective, and courteous services to the public of Multnomah County.

Except as otherwise required by law, regulation, or grant provisions, the parties agree as follows:

---

## ARTICLE 2

### DEFINITIONS

---

#### ***I. Full-time Employee:***

An employee regularly scheduled to work thirty-two (32) or more hours per week if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

#### ***II. FTE, or Full-time Equivalency:***

The number of hours an employee is normally scheduled to work per week divided by 40. For example, the FTE for a forty (40) hour employee is 1.0; a twenty (20) hour employee is .5.

#### ***III. Part-time Employee:***

An employee regularly scheduled to work forty (40) hours or more during two (2) work weeks, but less than full time.

#### ***IV. Permanent Employee:***

An employee who following an examination process is appointed from a certified list of eligibles to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

#### ***V. Probationary Employee:***

A permanent employee serving a one year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service would not be in the best interest of the County. The length of an

employee's probationary period may not be extended by a Memorandum of Agreement under the terms of Article 26, Entire Agreement, unless the employee was absent from work for a period of six (6) months or more previous to the extension. Upon successful completion of six months, probationary employees shall have bidding rights to shifts.

**VI. Promotional Probationary Employee:**

A regular employee serving a six (6) month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to a higher classification from a certified list of eligibles. During the period of promotional probation, the employee shall be returned to the Juvenile Custody Service Specialists bargaining unit without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service in the classification to which he or she was promoted would not be in the best interest of the County

**VII. Regular Employee:**

A permanent employee who has passed the initial probationary period in effect at the time of his or her appointment, and has been employed by the County continuously since passing the probationary period. In addition, the following are deemed to be regular employees:

A. A permanent employee who passed the initial one-year probationary period, terminated employment, and has been reinstated.

B. A non-probationary employee who has been transferred to the County by intergovernmental agreement under ORS 236.610 through 236.650.

**VIII. Temporary Employee:**

An employee whose appointment is uncertain due to an emergency workload, absence of an employee or because of a short-term need for a skill or ability. A temporary appointment may be made for a period of up to six months or 1040 hours within the preceding 12 months. A temporary employee who has already worked 1040 hours may be appointed within the same 12 month period to another position

1 typically by a different Department, following a break in County service lasting 15  
2 days or longer. A temporary employee may be re-appointed to a different position  
3 when an unforeseen circumstance requiring the employee's services arises shortly  
4 after the termination of one appointment, even when the break in service is limited.  
5 Temporary employees may be terminated at any time and have no appeal rights  
6 within the County.

7 ***IX. On-Call employee:***

8 An employee whose appointment is intermittent, irregular or is normally less  
9 than half-time is an on-call appointment. On-call appointments have no time limit.  
10 On-call employees may be terminated at any time and have no appeal rights within  
11 the County.

---

## ARTICLE 3

### RECOGNITION

---

#### ***I. Definition of Unit***

The County recognizes Local 88, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for Juvenile Custody Specialists as designated by the Employment Relations Board in UC-4-92-92, as modified in this agreement by the exclusion, effective the first of the month following the execution date of this agreement, of Juvenile Custody Specialist Supervisors, whose duties have been modified and who have been allocated to an exempt classification. Disputes concerning additions or deletions from this unit shall be handled in accordance with the requirements of the Oregon Public Employees Collective Bargaining Act.

#### ***II. Temporary Employees and Temporary List***

The parties recognize that temporary employees may be hired to fill, on a temporary basis, budgeted bargaining unit positions. The County shall, on a monthly basis, provide the Union a "Notice of Hiring" for the temporary employees retained setting forth the job title, rate of pay, organization, and duration of employment and such other relevant information as may be reasonably obtained from the County's personnel data base.

#### ***III. Certification of Union Officers***

The President of Local 88, or his or her constitutional successor, shall provide the County with written certification of the current Union officers and staff responsible for contract administration.

#### ***IV. Certification of County Designee***

The County Chair will provide to the President and/or Business Agent of Local 88 written certification of current designees responsible for Local 88 contract administration.



---

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

---

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, the exclusive right to determine staffing, to establish work schedules and to assign work, and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

---

**ARTICLE 5**  
**UNION SECURITY, REPRESENTATION**  
**AND BUSINESS**

---

***I. Rights of Bargaining Unit Employees***

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Union activities.

***II. Union Security and Check-off***

**A. Deduction of Union Dues and Fair Share Service Fees**

**1. Amount deducted each payroll period**

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement as applicable:

**a. Union dues**

One half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.

**b. Fair share service fee**

One half (.5) of a monthly Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Union within thirty (30) days of initial permanent appointment to a bargaining unit position.

**2. Administration and use of Fair Share Service Fees**

The Fair Share Service Fee shall be applied solely to defraying the cost of negotiations and contract administration. The process for determining the amount of the Fair Share Service Fee deduction, accountancy requirements for funds collected, limitations on the use of such funds, and any requirements for refund, shall all be in accordance with the requirements of state and federal law.

1                   **3. Authorization and certification of dues and Fair Share**

2   **Service Fees**

3                   Deduction of membership dues must be authorized in writing on  
4   the form provided by the Union. The amount to be deducted for dues and Fair Share  
5   Service Fees shall be certified in writing to the County by the Union President or their  
6   designee. The aggregate of all deductions shall be remitted, together with an  
7   itemized statement, to the Treasurer of the Union at an address certified to the  
8   County in writing by the Union President or their designee, within five (5) working  
9   days after it is withheld or by such time as the parties mutually agree in writing.

10                  **4. Religious objections to payment of dues and Fair Share**

11   **Service Fees**

12                  The Union expressly agrees that it will safeguard the rights of  
13   non-association of employees, based upon bona fide religious tenets or teachings of  
14   a church or religious body of which such employee is a member. Any such employee  
15   shall pay an amount equal to regular union dues through the Union to a non-religious  
16   charity mutually agreed upon by the employee making such payment and the Union.  
17   The employee will make payment through the Union on a monthly basis. The Union  
18   will forward the payment to the agreed upon charity, and provide the employee with a  
19   copy of the forwarding letter.

20                  **5. Appointment to excluded positions**

21                  Deductions for Fair Share Service Fees and Union dues shall  
22   cease beginning with the pay period following an employee's permanent appointment  
23   to a position which is excluded from the bargaining unit.

24                  **6. Monthly listing of new and terminated employees**

25                  The County agrees to furnish the Union by the 10th of each  
26   month a listing of the following:

27                  a. All new bargaining unit employees hired during the  
28   previous month and all employees who terminated during the previous month. Such  
29   listing shall contain the names of the employees, along with their job classification,  
30   work location, and home mailing address.

b. All bargaining unit members, their social security number, department/section, classification; base pay, birthdate, fulltime/part-time status and number of scheduled hours, county seniority date, classification seniority date and mailing address.

c. All bargaining unit members who are fair share.

d. Listing of all other County employees, their classification and department.

#### **B. People Committee Deductions**

To the extent allowable by law, employees may authorize payroll deductions for the People Committee by submitting the form provided by the Union to Central Payroll. The County will provide the Union by the 10<sup>th</sup> of each month, a listing of employees that are making People contributions and amount deducted per employee.

#### **C. Defense and Indemnification of the County**

The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of "Section II" of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of "Section II" is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.

### **III. Union Representation**

#### **A. Contract Negotiations**

1. The Union's Negotiating Team shall consist of not more than four (4) members, three (3) of whom may be employees. County employees participating in such negotiations will be allowed to do so without loss of pay.

2. Observers and/or working staff sponsored by the Union or County may be in attendance with the negotiating teams. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time, unless otherwise mutually agreed.

3. Resource people may be called upon to make statements and

## **ARTICLE 5, UNION SECURITY, REPRESENTATION AND BUSINESS**

1 answer questions at the negotiating meetings, but will not be permitted to be present  
2 after their statement and any questions are concluded. Such attendance for the  
3 Union by a bargaining unit employee shall be on the employee's own time unless  
4 otherwise mutually agreed.

5           4. Prior to negotiations, representatives of the County's and the  
6 Union's Negotiating Teams will jointly establish any other necessary general  
7 negotiating ground rules.

8           **B. Employee Relations Committee Meetings**

9           To promote harmonious relations and to provide internal  
10 communications, the Union and the County will maintain an Employee Relations  
11 Committee consisting of no more than four (4) representatives of each party. Three  
12 (3) of the Union's representatives will be employees. The Committee will establish  
13 regular quarterly meetings during normal working hours and will so schedule such  
14 meetings as far as practical to avoid disruptions and interruptions of work.  
15 Employees attending such meetings shall do so without loss of pay. The Committee  
16 shall discuss any matters pertinent to maintaining good employer-employee  
17 relationships.

18           **C. Grievances and Contract Administration**

19           The Union is the exclusive representative of bargaining unit employees  
20 with respect to conditions of employment governed by this Agreement under the  
21 State of Oregon Public Employees Collective Bargaining Act. (*See Article 18,*  
22 *"Section IV.A" on attorneys and on the role of stewards in processing grievances.*)

23           **D. Communication with Bargaining Unit Members**

24           **1. Bulletin boards**

25           The County agrees to furnish and maintain suitable bulletin  
26 boards in convenient places in each work area to be used by the Union. The Union  
27 shall limit its postings of notices and bulletins to such bulletin boards. All postings of  
28 notices and bulletins by the Union shall be factual in nature and shall be signed and  
29 dated by the individual doing the posting.

30           **2. Use of County computers for E-Mail and internet**  
31 **connections related to Union business**

1           a.     County computers may be used for Union business involving E-  
2 Mail or Internet connections in the following circumstances, but only when such use  
3 is also in conformance with the other requirements of this Agreement, specifically to  
4 include the provisions of Article 18, "Section IV.B.2.a," which require that stewards  
5 make every effort to avoid disruptions and interruptions of work.

6               1)    When such use is de minimis and incidental, such as  
7 arranging a meeting with a fellow shop steward or the Council Representative.

8               2)    For the purpose of conducting an investigation of a grievance,  
9 such as individual inquiries to co-workers which would otherwise be conducted over  
10 the telephone.

11              3)    For the purpose of interacting with the County's  
12 representatives concerning Union-County business, such as setting dates for a  
13 County-Union meeting, making inquiries regarding a grievance, etc.

14              4)    On the employee's own time, for the purposes of utilizing a  
15 link on the MINT, or its successor, to reach a Union internet bulletin board site. Any  
16 such site shall be non-interactive and subject to the same rules of content as a  
17 conventional union bulletin board.

18              5)    For authorized Union officials only, and on such employee's  
19 own time, for the purpose of posting messages on the Bulletin Board site provided for  
20 in (4) above.

21           b.     The uses cited in "Subsection a" above may continue only to the  
22 extent that they are at no additional cost to the County, and are contingent on the  
23 continued use of the cited computers, internet connection, intranet connection, etc.  
24 for other County purposes. The content of any and all communications using the  
25 County computer system is not privileged and may be subject to County review.

26           c.     Access to the MINT by any individual outside the County raises  
27 major issues of policy related to privacy, security and cost. Therefore, the Union  
28 business agent may have such access only if:

29               i.    Access is approved by the County's Chief  
30 Information Officer, and subject to restrictions imposed by him or her; and

ii. All costs associated with making access available and with maintaining it are borne by the Union.

**E. Union Business**

**There are three forms of Union Business Leave**

**1. Union Business Leave (County Paid Time)**

Union Business Leave that is considered County Paid Time includes functions that are considered County/Union committees such as labor/management committees, Benefits Committee, Compensation Committee; duties as a steward as defined in this agreement and such other Union Business (County Paid Time) that are mutually agreed between the parties. County employees participating in such activities will be allowed to do so without loss of pay.

**2. Union Business Leave (Union Reimbursable Time):**

Any Bargaining unit member selected by the Union to participate in a Union activity as defined below, shall be considered in Union Business Leave (Union Reimbursable Time) status and shall be granted such leave not to exceed twenty working days per fiscal year per member. An additional sixteen working days of paid Union Reimbursable Time shall be granted upon request to any elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities. Additional time may be granted by mutual agreement of the parties.

Union Business (Union Reimbursable Time) addressed in this section would pertain to such activities as: contract administration – such as time to cover for staff representative, time to attend training conferences such as arbitration/grievance training; and time off to prepare for negotiations; Officers/Delegates Duties – such as attending AFSCME International Convention; Conferences/Other – Women's Convention, Appointment to AFSCME or other Union Board seat or committee; and mutually agreed activities that would qualify for Union Business (Union Reimbursable Time).

Written notice of such time away from work shall be given to the affected employee's immediate supervisor and to the County Labor Relations Manager, 5 (five) working days in advance. The Union will make every effort to avoid disruption of work. The Union shall reimburse the County for one hundred percent

(100%) of the affected employee's salary and fringe benefits (including pro-rata cost of workers compensation premiums, but excluding indirect administration or overhead charges) for straight time spent on Union activities conducted during regularly scheduled working hours. The County shall submit a quarterly statement to the Union itemizing the amount of the Union's reimbursement obligation, and may directly withdraw the amount required from a fund maintained with the County. Funds for this purpose shall be maintained in a separate interest-bearing account with the initial balance of \$22,000 to be replenished within ten (10) days upon notice from the County Labor Relations Manager whenever the amount fails below \$2,500. If the County incurs liability arising from activities of a member engaged in Union Business during such reimbursed time, the Union further agrees to reimburse the County for losses caused by such activities, to the extent that such losses are attributable to the acts of the employee receiving continued compensation pursuant to this section. In the event of a dispute over the causation or amount of loss attributable to the actions of Union agents, the parties agree to arbitrate such dispute under Article 18.III D., Step 4, unless such arbitration is inconsistent with the provisions of any applicable third-party insurance indemnification agreement, or unless binding arbitration might jeopardize the availability of coverage by a third-party insurer. County employees participating in such activities will be allowed to do so without loss of pay.

### **3. Union Business (Unpaid) Leave**

Employees selected by the Union for such activities that are considered political activities including political training, conferences, committees, or appointments, and time off to work on an election are considered Union Business (Unpaid) Leave. Employees requesting such time off under this section would be governed by the notice requirements and time limits, unless mutually agreed otherwise, of Union Reimbursable Time.

#### **F. Union Business Leave- Employment Status**

Employees in Union Business Leave Paid County time and Union Reimbursable time shall be treated as in paid leave status regarding accrual of benefits such as vacation, sick leave, Health and Welfare, pension or any other benefit granted employees in paid leave status.



**G. Visits by Union representatives**

The County agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether local Union representatives, District Council representatives, or International representatives, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business. The Union agrees that such visits will cause no disruptions or interruptions of work.

---

## ARTICLE 6

### NO STRIKE OR LOCKOUT

---

#### ***I. No Strike***

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized.

#### ***II. Crossing of Picket Lines***

Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line:

**A.** When directed to perform work which does not properly fall within the scope and jurisdiction of this bargaining unit; or

**B.** When the employee has attempted to cross the picket line, contacted the supervisor requesting assistance in passage through the picket line and such assistance was not provided.

#### ***III. Employee Disciplinary Action***

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement, unless "Section II.A." or "Section II.B." above is applicable.

1 **IV. No Lockout**

2 There will be no lockout of employees in the unit by the County as a  
3 consequence of any dispute arising during the life and duration of this Agreement.

4 **V. Informational Picketing**

5 Nothing in this Article shall be construed to prohibit informational picketing.  
6 Such informational picketing shall not stop and/or disrupt work of County employees  
7 and officials at any time, and picketing shall be prohibited in all County owned, rented  
8 or leased facilities and County meetings, including but not limited to Multnomah  
9 County Board Rooms/Meetings and County offices.

10 Employees engaged in informational picketing shall be subject to the work  
11 rules of the County organization to which they are assigned.

---

## ARTICLE 7

### HOLIDAYS

---

#### ***I. Holidays***

##### **A. Recognized and Observed Holidays**

The following days shall be recognized and observed as paid holidays (subject to "Section B" below):

- Any day so declared by the Board of County Commissioners, the District Attorney, and the Sheriff.

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday  
(3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th), except for Library employees.
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th) or, with approval of the supervisor, this day may be traded for any other religious holiday during the calendar year, provided the employee uses paid leave for or works on December 25.

- Eight (8) hours to be used between Thanksgiving and New Year's, or for any religious holiday during the calendar year, provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines that holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time. The eight-hour leave shall be prorated for part-time employees based on their normal FTE.

To be eligible for pay on an observed holiday, an employee must be in pay status both on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

**B. Hours of Paid Leave on Observed Holidays**

**The provisions of this subsection do not apply to "Eve" Leave.**

**1. Full-time employees on a regular work schedule**

Employees working five eight-hour shifts per week shall be entitled to eight hours of leave; employees working four ten-hour shifts per week shall be entitled to ten hours of leave.

**2. Part-time employees**

Part-time employees shall be entitled to leave for the length of their scheduled shift on the observed holiday; provided, however, that the amount of the leave shall not exceed their FTE times eight (8) hours.—(For example, a half-time employee shall have no more than four (4) hours of holiday leave). If the length of the employee's shift on the observed holiday would be less than the amount of holiday leave to which the employee is entitled, then the employee shall be credited with Saved Holiday time for the difference.

During the week of a holiday, the County may permit part-time employees an opportunity for modification of their work schedule in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave. If part-time employees are offered an opportunity for a modified work schedule for the week of a holiday and elect not to change from the normal work schedule, when work units are not able to permit a modified work schedule due to operational needs or when the work place is closed on that date, at the employee's option, employees may use vacation time or other earned leave to supplement the pro-rated holiday pay in order to receive a normal check or receive a short pay check based on pro-rated pay for the holiday.

**3. Full-time employees on an irregular work schedule**

Full-time employees who are regularly scheduled to work less than forty (40) hours per week, or days of varying length, shall be treated as

permanent part-time employees for purposes of this subsection.

**C. Saved Holidays**

Saved Holidays may be accrued in lieu of observed holidays per the specific provisions of this Article.

1. Any Saved Holiday time which is not used by the end of the fiscal year in which it was accrued will be forfeited.

2. Saved Holiday time may be used at the discretion of the employee with the consent of his or her supervisor. Saved Holiday time will be charged in accordance with the uniform time charging provisions of Article 13.

3. Upon separation from service employees will be paid for unused Saved Holiday time at their regular rate of pay.

4. In the event of an employee's death, his or her heirs will receive payment for unused Saved Holiday time at the employee's regular rate of pay.

**II. Holiday Observance**

**A. Full-time Employees Working Five Consecutive Work Days per Week:**

1. If the holiday falls on an employee's first scheduled day off, the preceding work day will be observed as that employee's holiday.

2. If the holiday falls on an employee's second scheduled day off, the following day will be observed as that employee's holiday.

**B. Full-time Employees Working Four Consecutive Work Days per Week:**

1. If a holiday falls on an employee's first or second scheduled day off, the preceding work day will be observed as that employee's holiday.

2. If a holiday falls on an employee's third scheduled day off, the following work day will be observed as that employee's holiday.

**C. Part-time Employees, and Full-time Employees Not on a Four Consecutive Day or Five Consecutive Day Work Week:**

The dates designated in "Section I.A" above shall be deemed the

**ARTICLE 7, HOLIDAYS**

1 observed holiday if the date falls on an employee's regular day of work. Otherwise,  
2 the employee shall be credited with Saved Holiday time for the holiday leave to which  
3 he or she would have been entitled.

4 **D. Leave:**

5 If the employee works other than day shift, "Eve leave" holiday time  
6 shall be taken preceding or following the scheduled time off for the holiday at  
7 employee's discretion with supervisor's consent; provided that if the supervisor  
8 determines that holiday usage on either date is impracticable, the employee shall be  
9 credited with the entitled number of hours of Saved Holiday time.

10 **III. Holiday Pay**

11  
12 **A.** An employee required to work on an observed holiday will be  
13 compensated at one-and-one-half (1-1/2) times his or her regular rate of pay for the  
14 hours worked during the observed holiday for which the employee was eligible for  
15 holiday leave. Any additional hours will be paid at the regular rate of pay. The  
16 employee will also be granted the number of hours of leave to which he/she was  
17 eligible. The employee may elect to accumulate such leave as Saved Holiday time  
18 subject to the provisions of "Section I" above, or be paid at the employee's regular  
19 rate of pay. The election must be submitted by the employee in writing to his or her  
20 immediate supervisor on the forms so provided.

21 **B.** To be eligible for holiday pay as provided in "Section III.A" above,  
22 permanent employees must be in pay status both on the employee's scheduled work  
23 day before and on the employee's scheduled work day after the observed holiday  
24 worked.

25 **IV. Holiday During Leave**

26  
27 If an employee is on an authorized leave with pay when an observed holiday  
28 occurs, such holiday shall not be charged against such leave.

---

## ARTICLE 8

### VACATION LEAVE

---

#### ***I. Accrual***

Each permanent employee shall accrue vacation leave from the first day of permanent employment. Vacation leave shall be accrued in accordance with the accrual provisions of the prior agreement between the parties.

#### ***II. Table of Vacation Accrual Rates***

<u>1. Years of Service</u>	<u>2. Hours Accrued Per Pay Period</u>	<u>4. Hours (Weeks) Accrued Per Year by Forty Hour Employees</u>	<u>5. Maximum Hours Accruable</u>
Less than 5	4.0	96 (2.4 wks.)	224
5 to 10	5.67	136 (3.4 wks.)	272
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

**A.** Accrual rates in Column 2 apply only to straight time hours worked or hours of paid leave. Employees who are not in pay status do not accrue vacation leave. Vacation accrual rates for employees who are not classified as full time employees and work fewer than 40 hours during the week will be pro-rated on an hourly accrual basis for hours worked during the pay period.

**B.** Years of service indicated in Column 1 are continuous County seniority years as defined in Article 21, "Section II."

**C.** The figures in Columns 2 and 4 are approximations based on the accrual rates shown in Column 2.



D. Accrual rates shown in Column(s) 2 and 4 incorporate two days (sixteen hours) of leave which in previous contracts were allotted to employees as personal holidays.

### **III. Charging**

Vacation leave shall be charged in increments in accordance with the uniform time charging provisions of Article 13.

### **IV. Payoff Upon Termination or Death**

Unused vacation leave shall be paid to the employee at his or her regular rate of pay at the time of separation from service. In the event of an employee's death, unused vacation leave shall be paid to the employee's heirs at his or her regular rate of pay.

### **V. Use and Scheduling of Accrued Vacation**

Employees of Juvenile Community Justice Custody Services shall submit their request for vacation to their immediate supervisor or on-duty supervisor for approval. Wherever possible, consistent with the needs of the Department and requirement for vacation coverage, employees shall have the right to determine vacation times. If there is coverage conflict, the vacation leave request will be granted based on the date and time of the request. If there are two requests by the same date and time, the employee's request with the most seniority will be granted. Additionally, each employee will be allowed to exercise the right of seniority only once for no more than two periods of consecutive days in each calendar year.

### **VI. Use of Accrued Vacation for Sick Leave and Other Purposes**

The requirements for using accrued vacation for sick leave and other purposes and the sequencing of such leave use, is specified in Article 9, "Section II.C."

---

**ARTICLE 9**  
**SICK LEAVE, FITNESS FOR DUTY,**  
**AND DISABILITY INSURANCE**

---

**I. Paid Sick Leave**

**A. Definition and Allowable Use**

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

**1. Specified others**

- a. Members of the employee's immediate household; or
- b. The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c. The employee's parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e. The children and parents of such domestic partner, defined as if the domestic partner were the employee's spouse.

**2. Covered health conditions**

- a. Any condition covered by FMLA or OFLA; or
- b. Any other illness, injury, or quarantine based on exposure to contagious disease; or
- c. Medical and dental appointments.

**3. Parental leave**

Sick leave may be used by employees during Parental Leave as defined by FMLA and/or OFLA, except that the amount of leave taken by the other

1 parent of the employee's child will not affect the amount of Parental Leave available  
2 to the employee.

3 **4. Occupationally related conditions**

4 Use of sick leave for occupationally related conditions is limited  
5 to the provisions of Article 12, Workers' Compensation.

6 **B. Accrual**

7 Employees shall accrue sick leave at the rate of .0461 hours for each  
8 straight time hour worked. Sick leave may be accrued on an unlimited basis.

9 **C. Reporting of Sick Leave**

10 An employee who has a position which requires a replacement during  
11 illness must notify the supervisor on duty in sufficient time (at least one (1) hour)  
12 before the beginning of his or her shift so that a replacement may be obtained. Other  
13 employees must notify their immediate supervisor, if available, or work site no later  
14 than fifteen (15) minutes after their scheduled starting time. Failure to so report may  
15 result in loss of pay for the day involved.

16 **D. Use of Sick Leave During Leave**

17 Sick leave may not be used during the term of any unpaid leave of  
18 absence. Sick leave may not be used during vacation except when the employee  
19 notifies the supervisor of the interruption of his or her scheduled vacation and  
20 presents reasonable evidence of a bona fide illness or injury upon returning to work.

21 **E. Time Charging for Sick Leave**

22 Sick leave shall be charged in accordance with the uniform time  
23 charging provisions of Article 13.

24 **F. Saved Holiday Bonus for Limited Use of Sick Leave**

25 Employees who have worked full time for the entire preceding fiscal  
26 year are eligible to receive saved holiday time as a bonus incentive for low sick leave  
27 usage, as specified below:

28 1. Eligible employees who use no more than eight (8) hours, (*does*  
29 *not include FMLA/OFLA*) of sick leave in a fiscal year will receive sixteen (16) hours  
30 of saved holiday time for use after July 15 of the following fiscal year; those who use

more than eight (8) hours, but no more than sixteen (16) hours of sick leave will receive eight (8) hours of saved holiday time. For example, an eligible employee who used ten hours of sick leave in the current fiscal year will receive eight hours of saved holiday time for use after July 15 of the following fiscal year.

2. Use of saved holiday bonus time will be governed by the provisions of Article 7, "Section I.C," specifically to include the provision requiring use in the same fiscal year in which it was accrued.

## **II. Use and Misuse of Leave for Sick Leave Purposes**

### **A. Counting Against FMLA, OFLA Entitlements**

Sick leave and any other forms of paid or unpaid leave used for FMLA and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers Compensation claim based on such conditions, will be counted against an employee's annual FMLA and/or OFLA leave entitlements.

### **B. Legitimate Use**

#### **1. Verification of use**

a. Pursuant to Multnomah County policy, management must require the completion of a certification form by the employee's health care provider and any other verifications provided for under the provisions of the FMLA, OFLA, or their successors.

b. Management may require medical verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions:

i. the employee has been absent for more than three days; or

ii. the employee has exhausted all sick leave; or

iii. the employee has had five or more events with less than 24 hours notice in a six month period; or

iv. management reasonably believes that the absence may not be bona fide.

#### **2. Discipline**

## **ARTICLE 9, SICK LEAVE**

1                   Subject to the limitations of law, including but not limited to those  
2 of the FMLA, discipline may be imposed under the following conditions:

3                   **a.       Abuse of sick leave**

4                   Misuse of leave, violation of orders, directives, or  
5 contractual requirements concerning the use of sick leave and other forms of leave  
6 used in lieu of sick leave are cause for disciplinary action.

7                   **b.       Use of accrued sick leave**

8                   i.       Use of accrued sick leave, without abuse of such  
9 leave, will not be cause for discipline.

10                  ii.       When the intermittent use of accrued sick leave or  
11 other paid or unpaid leave used in lieu of sick leave interferes significantly with an  
12 employee's ability to perform the duties of his or her job, management may do the  
13 following (subject to the requirements of law, including, but not limited to, the FMLA):

14                   (a)       require the employee to take continuous  
15 leave; or

16                   (b)       change the employee's work assignment for  
17 six months or until use of intermittent leave ends, whichever comes sooner; in such  
18 cases the provisions of Article 22 will not apply.

19                  **c.       Excessive absenteeism**

20                  The parties recognize that every employee has a duty to  
21 be reliably present at work, and that failure to confine sick leave usage to accrued  
22 and available sick leave raises the possibility of discipline for excessive absenteeism.  
23 Such cases, however, are subject to just cause review and require systematic  
24 examination of relevant factors, including but not limited to:

25                  i.       Any legal requirements, including, but not limited to  
26 those of the FMLA or the ADA.

27                  ii.       The tenure and work history of the employee,  
28 specifically to include whether there have been previous instances of this pattern of  
29 absenteeism.

30                  iii.       Whether there is a likelihood of improvement  
31 within a reasonable period of time based on credible medical evidence.

**ARTICLE 9, SICK LEAVE**

1                               iv.    The particular attendance requirements of the  
2 employee's job.

3                               v.    The pattern of use, and whether the absences are  
4 clearly for bona fide sick leave purposes.

5               **C.     Sequencing of Leaves**

6               The use of vacation leave, saved holiday time, compensatory time, and  
7 leave without pay is subject to approval by management according to the  
8 requirements of Articles 8, 7, 14, and 10, respectively. However, unless otherwise  
9 required by law, forms of leave shall be used and exhausted in the following  
10 sequences:

11               1.     Leave for illness or injury, that does not qualify for FMLA will be  
12 taken in the following order:

- 13                           a.     Sick leave until it is exhausted;  
14                           b.     Vacation leave, saved holiday time, or compensatory  
15 time, sequenced at the employee's option, until they are exhausted;  
16                           c.     Leave without pay.

17               2.     Leave that qualifies under FMLA will be taken in the following  
18 order:

- 19                           a.     Paid leave until it is exhausted; employees will determine  
20 what order paid leave is used;  
21                           b.     Leave without pay.

22               3.     Leave for other purposes will be taken in the following order:

- 23                           a.     Vacation leave, saved holiday time, or compensatory  
24 time, sequenced at the employee's option (to the extent allowed by vacation sign-up  
25 provisions) until they are exhausted;  
26                           b.     Leave without pay.

27               **D.     Limitations on the Use of Leave Without Pay in Lieu of Sick Leave**

28               Use of leave without pay in lieu of sick leave for non-FMLA and non-  
29 OFLA qualifying conditions is subject to the approval of management and further  
30 subject to the following provisions:

1                   **1. Continuous leave**

2                   In the event of a continuous leave of absence without pay in  
3 excess of any legal requirement of the FMLA or OFLA, the County may require from  
4 the employee's physician, and/or arrange for the employee to see a physician  
5 selected by the County to examine the employee and provide a statement of the  
6 disability, current condition, and the anticipated length of current absence. If the  
7 County requires the employee to see a physician it has selected, it will pay the costs.  
8 If deemed necessary by the County, such an examination shall be repeated every  
9 thirty days. If management determines that continued leave would not be in the best  
10 interest of the County, then any resulting termination would be subject to review  
11 under the just cause standard as to the reasonableness of this determination.  
12 Following six months of leave without pay, to include time spent on unpaid FMLA  
13 and/or OFLA leave, any extension of the leave shall be deemed permissive on the  
14 part of the County and if the employee's leave is not extended, and the employee  
15 does not return to work, the employee will be deemed to have resigned.

16                   **2. Intermittent leave**

17                   Intermittent leave without pay used in lieu of sick leave is not  
18 subject to the six month entitlement provided for above. When such leave  
19 significantly affects an employee's job performance and is not subject to the  
20 requirements of law (including but not limited to the FMLA), management may  
21 evaluate the employee's use of leave according to the criteria of "Section B.2.c"  
22 above. Medical information as provided for in "Section D.1" above may be required  
23 for the evaluation. After completing the evaluation, management may do one of the  
24 following:

- 25                   a. Approve a similar pattern of intermittent use of unpaid  
26 leave for a specified period followed by another evaluation; or  
27                   b. Put the employee on a work plan to manage the use of  
28 leave without pay, followed by disciplinary action if the plan is not successfully  
29 completed; or  
30                   c. Proceed with the disciplinary process.

**III. Fitness for Duty**

The parties recognize that employees have the responsibility to report to work fit for duty. To ensure such fitness, management may send employees for medical or psychological examination when the supervisor reasonably believes that the employee is not fit for duty or may be a danger to themselves or others. Any such examinations will be at County expense.

**IV. Disability Insurance and Catastrophic Leave**

**A. Disability Insurance**

**1. Short term disability**

Any full-time employee covered by this Agreement may participate in the short term disability insurance program developed by the Union and the County (consistent with carrier contract(s)), the monthly premium to be paid individually through payroll deduction.

**2. Long term disability**

a. All bargaining unit employees will be covered by a County-paid group long term disability insurance policy, the provisions of which will be the same as those in the UNUM group policy available to Multnomah County employees.

b. The County will pay for COBRA medical and dental insurance coverage for a period of up to six months beyond the month in which benefits would normally terminate for an employee with an approved long-term disability claim. However, employees who "opt out" of benefits coverage under the provisions of Article 11, "Section I. D." of this Agreement will not be eligible for continued County-paid coverage under this subsection.

c. If proposed by management and approved by the Union, changes in short term and long term disability insurance coverage will be put into effect.

**B. Catastrophic Leave Program**

The Parties recognize that a Catastrophic Leave Program has been implemented which allows the donation of vacation leave or compensatory time to ill



- 1 or injured employees who have exhausted all paid leave. This program may be
- 2 terminated only subject to the terms and conditions of the implementing Ordinance.
- 3 Parties agree to participate in a County wide committee during the fiscal 01-02 year,
- 4 for the purpose of reviewing the Catastrophic Leave Program and recommending any
- 5 changes back to the Union and the Commissioners.

---

## ARTICLE 10

### OTHER LEAVES

---

#### ***I. Unpaid Leaves of Absence***

##### **A. Use of Leave**

Leaves of absence without pay for a period of up to six (6) months may be granted by an employee's exempt supervisor for any reasonable purpose. The sequencing of the use of all leaves, to include leaves of absence without pay, is specified in Article 9, "Section II.C." A separate standard for granting any leave of absence for sick leave purposes is specified in Article 9, "Section II.D." Any time spent on unpaid FMLA or OFLA leave shall be deducted from the six (6) month period specified above. Extensions of such leaves may be granted solely at the discretion of the exempt supervisor.

##### **B. Failure to Return from Leave**

Except where otherwise provided by law, any employee who has been granted a leave of absence and fails to return to work within five (5) days after the expiration of said leave, shall be considered to have voluntarily resigned his or her position. However, if an employee provides evidence that he or she was unable to contact the County to request a leave extension on the date of, or subsequent to, the last day of the leave, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of Article 17, Disciplinary Action, in cases of absence without leave of less than five (5) days.

#### ***II. Judicial Leave***

##### **A. Jury Duty**

1. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of work he or she is required to report for jury duty, if upon receipt the employee submits jury fees to Payroll. (Employees do not have to submit mileage and parking reimbursements.)

2. Except during an emergency or due to operational requirements, the County will not require employees to report to work after completing a full day on jury duty, provided that if an employee is required to work over, any time spent on jury duty shall not be considered time worked for calculating overtime liability.

3. An employee who is excused or dismissed from jury duty before the end of the day will report back to work if practicable.

4. An employee may be scheduled to work Monday through Friday, eight (8) hours per day, on day shift, for the duration of jury duty with less than ten (10) days' notice. An employee may also be returned to his or her pre-jury duty schedule with less than ten (10) days' notice after jury duty ends. There shall be no additional cost to the County or days off for an employee as a result of any such schedule change.

#### **B. Subpoenas**

1. Time spent serving as a witness in State or Federal Court will be treated as time worked for pay purposes under the following conditions:

a. The time served occurs during regularly scheduled working hours; and

b. The employee is subpoenaed to testify; and

c. The employee submits witness fees to Payroll upon receipt.

2. Under no circumstances will employees be paid for time spent in a judicial proceeding or hearing in which they or their Union is the plaintiff or the defendant, unless they are being defended and indemnified by the County for conduct occurring during the course of employment.

#### **C. Merit System Council Hearings**

Time spent as a plaintiff or witness at a Merit System Council hearing will be treated as time worked to the extent that it occurs during regularly scheduled working hours.

### **III. Military Leave**

The County acknowledges its obligation under state and federal law to grant paid and unpaid leave for military training and service. Information about legally

1 mandated military leave will be made available to employees upon request from the  
2 Human Resource Division.

#### 3 **IV. Bereavement Leave**

4 An employee shall be granted not more than three (3) days' leave of absence  
5 with full pay in event of death in the immediate family or immediate household of the  
6 employee to make household adjustments or to attend funeral services. If such  
7 funeral is beyond 350 miles, the employee may be granted up to three (3) additional  
8 days with pay at the discretion of his or her supervisor for travel and personal  
9 considerations. For purposes of Bereavement Leave, an employee's immediate  
10 family shall be defined as his or her spouse or domestic partner, parents, step-  
11 parents, children, step-children, siblings, step-siblings, grandchildren, grandparents,  
12 brothers-in-law, sisters-in-law, and the parents, step-parents, siblings and step-  
13 siblings and grandparents of his or her spouse or domestic partner. Immediate  
14 household shall be defined as any person residing at the employee's residence on a  
15 regular basis.

16 In relationships other than those set forth above, under exceptional  
17 circumstances, such leave of absence may be granted by the Department Director,  
18 Sheriff, or District Attorney, or their designee(s), upon request. Employees may  
19 request additional bereavement leave in accordance with "Section I" of this article.

#### 20 **V. Personnel Examinations/Interviews**

21  
22 Employees shall be given paid time off for participating in County  
23 examinations and interviews for promotion, demotion, or transfer which occur during  
24 their regularly scheduled shift. However, paid time off will be restricted to  
25 examinations and interviews for five positions per fiscal year.

#### 26 **VI. Inclement Weather and Natural Disasters Policy**

27 The County reserves the right to establish policy with respect to attendance at  
28 work during inclement weather or a natural disaster, and further reserves the right to  
29 determine whether or not an event qualifies as such an event under the terms of any

1 such policy. Any time an employee is unable to be at work as scheduled due to such  
2 an event, may, at the employee's discretion, be charged to:

- 3 A. Vacation leave,
- 4 B. Saved Holiday Time,
- 5 C. Compensatory time, or
- 6 D. Leave without pay.

7 Provided, further, however, that an employee who attempts to get to work in  
8 such a County declared event, but is unavoidably delayed, shall not have time  
9 charged to one of the above categories unless he or she is two (2) or more hours  
10 late, in which event all time late will be charged. The provisions of Article 13, "Section  
11 II," Right to Compensation for Regularly Scheduled Hours, will apply to instances in  
12 which employees report to work at a closed facility, or are otherwise specifically  
13 notified by the County that their facility is closed, and the employee is not  
14 reassigned.

---

## ARTICLE 11

### HEALTH AND WELFARE

---

#### ***I. Medical and Dental Insurance***

##### **A. Employee Benefits Board**

By memorandum of agreement dated April 15, 2004, between the parties, which was accepted by the bargaining unit on April 15, 2004, the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 18, 2003; which is as follows:

##### **a. History**

The goal of a governance structure is to enable the Employee's Benefit Board (EBB) and the County to continue to achieve their goals. The governance document establishes protocol of the governing board and a systematic approach to a cooperative labor-management forum.

##### **b. Membership**

Voting Membership of the EBB shall consist of:

- One representative from each bargaining unit of County employees as provided for in their respective collective bargaining agreement;
- One management representative appointed by the Chair who represents the interest of the employer, and
- One non-represented employee appointed by the Chair who represents those employees who are exempt from collective bargaining.
- An alternate to the designated representative may attend and vote.
- Each voting member will have one vote to cast.

##### **c. Membership Training**

Members will be provided training associated with the EBB. The Health Fund will-sponsor training opportunities for members (by selecting training, paying the tuition

and/or administration fees, and travel expenses to and from the event, if held outside of the Portland Metropolitan area); and reimburse employee members for per diem costs associated with approved training activities. Employee members will be given paid release time to attend approved EBB functions/training. Training will be provided to:

**d. Three Members/fiscal year**

Local 88, ONA, MCCOA, Deputy Sheriff (MCDSA), Non-represented.

**e. Two Members/fiscal year**

Local 701, Management, Juvenile Custody Workers, IBEW (Local 48), Painters

**f. Membership Role**

- The role of the membership is to:
- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Participate in EBB meetings;
- Discuss and make recommendations with regard to County health and welfare benefits;
- Vote on proposals, if appropriate;
- Attend approved training and educational forums related to Health Benefits;
- One EBB member per voting membership may be a member of the International Foundation of Employee Benefits; and
- At the request of the Benefits Administrator, may participate in other EBB activities.

**g. EBB Administrator and Benefits Administrator Role**

The EBB Administrator and Benefits Administrator shall be non-voting members.

1 The role of the EBB Administrator is to:

- 2 • Facilitate the EBB, preside over meetings and propose and implement any changes;
- 3 • Provide a forum and opportunity for training and education of the EBB members;
- 4 • Ensure that the EBB adhere to legal mandates; and
- 5 • Provide data as requested by the EBB

7 The role of the Benefits Administrator is to:

- 8 • Ensure that the County's Health and Welfare Program is aligned with the County's
- 9 mission and values;
- 10 • Serve as the Administrator for the County Health and Welfare Programs;
- 11 • Obtain, coordinate and direct the use of technical consultants and vendors;
- 12 • Ensure that the Health and Welfare Program adhere to legal mandates;
- 13 • Manage the Health Fund;
- 14 • Provide data as requested by the EBB
- 15 • Oversee other benefit programs which promote health and welfare benefits for
- 16 County employees; and
- 17 • Track claims experience by bargaining units.

#### 19 h. Legal Responsibilities

20 The Health Plan is subject to various legal mandates that protect the benefits  
21 of plan members. These legal mandates create a set of standards that apply to public  
22 entities concerning plan administration, management, or plan design and, in particular,  
23 communication of the benefit plans contents or changes. Only the Human Resources  
24 Division Benefits Unit will have actual legal authority to convey plan documents and  
25 benefits to plan members. Other information issued by EBB shall be for information  
26 purposes only and not binding upon the plan. Changes mandated by law shall be  
27 carried out by the Benefit Administrator and discussed with the EBB prior to  
28 implementation.  
29

#### 30 i. Meeting Process

31 The meetings shall comply with any applicable law. Meetings require  
32 attendance of one-half of the voting membership to be considered a quorum. The  
33 meeting minutes will record the following:  
34

- 35 1)Members present,



1 2)Motions, proposals and their dispositions,

2 3)Results of all votes and the vote of each member by name and the  
3 organization that they are representing;

4 4)The substance of any discussion on any matter; and

5 5)A reference to any document discussed at the meeting.

6 The forgoing shall not apply to discussions pertaining to changes to collective  
7 bargaining agreements.

8 **j. Voting**

9 A formal vote is required for plan changes and administration of the  
10 Employee Health and Benefit Programs. A formal vote is defined as a public vote where  
11 each vote must identify the member voting, and the vote must be announced. A formal  
12 vote to change or amend plans must consist of a positive vote from a majority of no less  
13 than 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an  
14 alternate may cast a vote on their behalf or a proxy may be submitted prior to the  
15 meeting so that the Benefits Administrator may read the vote at the meeting. In the  
16 alternative, if insufficient votes are cast due to the absences of voting members, missing  
17 votes may be recorded at the next meeting.

18 **kj. Proposals**

19 The Benefits Administrator may propose to the EBB any changes or actions  
20 specific to his/her role identified above. The EBB voting members may propose benefit  
21 plan changes via any five EBB voting members. Prior to submission to the Benefits  
22 Administrator, the five members must unanimously approve the proposal. The written  
23 proposal must be submitted two weeks in advance of the next EBB meeting, unless the  
24 Benefits Administrator waives the deadline. The proposal will identify the specific  
25 changes and how it meets the County's Health Plan interests.

26 If the proposal is passed by the EBB, the Benefits Administrator may either a)  
27 accept the proposal; b) provide two alternate proposals or c) reject the proposal at the  
28 following meeting. In the case of "c," the Benefits Administrator shall submit the  
29 proposal to the County's Chair for a final determination of whether or not the proposal  
30 will be implemented. The Chair's decision is final and will be communicated back to the

EBB via the Benefits Administrator.

**I. Meetings per Calendar Year**

The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled and notified by the Benefits Administrator. When a vote is on the meeting agenda, voting members shall be notified 2 weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

**m. Health Fund**

The Health Fund will be funded by:

- (1) Full-time employees: Monthly contributions paid by Departments for medical/dental/vision, shall be based on the cost-sharing formula set forth below, as applied to an initial composite rate of \$663.68 per eligible full time employee effective July 1, 2003.
- (2) Part-time employees: Monthly contributions paid by Departments for medical/dental/vision shall be based on an initial composite rate of \$350.00 per eligible part-time employee effective July 1, 2004. Then in subsequent years the cost-sharing formula set forth below shall be applied.
- (3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and
- (4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and
- (5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.
- (6) The health fund balance as of July 1, 2004, shall be equal to the ending balance reported in the EBB Financial Operations Report for Year Ending June 30, 2004.

**ARTICLE 11, HEALTH AND WELFARE**

EBB Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June 30, 2006, shall be considered accepted by the EBB membership and the County unless a dispute is raised within 120 days of distribution. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund in a subsequent plan year and subject to the cost sharing agreement. If contributions in any plan year are more than the costs and expenses, then those contributions will remain in the Health Fund and will be used to offset future costs.

(7) Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any additional items are subject to approval by EBB. All of these costs shall be included in the Departments composite rate. The Health Fund expenses shall consist of the following cost items necessary to administer the Medical and Dental Health Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses shall be calculated annually according to generally accepted accounting standards), claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as managed care providers for pharmaceuticals, health provider contracts, flexible spending account administrator fees, case management fees; third party administrators; professional services associated with benefits consulting, EBB expenses, Opt Out Reimbursements as specified in an EBB Memorandum of Understanding adopted December 19, 2002, and other miscellaneous costs such as printing and postage for communications to employees concerning County Health and Welfare Plans.

#### **n. Eligible Employees**

The Health Fund is comprised of those items listed under Health Fund above that directly can be attributed to the provision of health, vision and dental insurance for County employees, their eligible dependents and those that have COBRA rights.

**Full-time Employees:** Employees who are regularly scheduled to work at least 32 hours per week or if scheduled to work at least 30 hours on a 10 hour per day

## **ARTICLE 11, HEALTH AND WELFARE**

1 schedule. The Major Medical Option will reimburse participants at \$50 per month  
2 for the first year of the plan and then the reimbursement will be subject to a  
3 reduction based upon cost sharing in subsequent years. The Dental Plans will  
4 offer the same benefits as offered in plan year 2003, Kaiser and ODS, until the  
5 EBB changes them. There will be no waiting period for either dental plan option.  
6

7 **Part-time Employees:** Employees who are regularly scheduled to work 20 to 31  
8 hours per week, will be offered Major Medical Coverage free of charge for them  
9 and their eligible family members. The employee may elect to purchase a  
10 different County provided medical plan option by paying the difference in cost  
11 from the Major Medical Plan to their selected plan based upon the coverage level.  
12 Part-time employees are not eligible for the \$50 reimbursement for the Major  
13 Medical Plan. The Dental Plans will offer the same benefits as plan year 2003,  
14 Kaiser and ODS, until the EBB changes them. There will be no waiting period for  
15 either dental plan option. Part-time employees will pay one-half of the dental  
16 premiums.  
17

18 **o. Opt-out Reimbursement**  
19

20 Full-time and part-time employees may elect to opt-out of medical coverage upon proof  
21 of other coverage. Medical opt-out reimbursement for full-time employees is \$150 per  
22 month and \$75 per month for part-time employees. Opt-out reimbursements may be  
23 changed by the Employees' Benefits Board. There is no refund currently associated with  
24 dental opt-out.  
25

26 **p. Plan Document**

27 The Plan Document shall set forth the dates, times, eligibility, default  
28 enrollment and administration of benefit coverage for the medical and dental plans.  
29 Other items that will be included are coverage dates for FMLA, leave of absences,  
30 COBRA, flexible spending accounts, and reinstatement provisions.

**q. Retirees Health Fund/Benefits**

The health and welfare plan of the retirees is not subject to the governance or funding of the EBB.

**r. Cost Sharing for Medical/Vision and Dental Plans**

The cost of health insurance is driven by many external factors outside of the control of the County and the EBB. It is the mutual interest of both parties to ensure that health care costs are reasonable and somewhat predictable. Sharing costs and building financial safeguards that protect both the employees and the County from open-ended risk is the objective of the cost sharing agreement. The County and EBB members agree to the following:

**July 1, 2004 – Full-time Employees**

- The County pays the July 1, 2003 plan year's County departmental contribution rate (prior to the buy-down), plus
- CPI-W\* of the July 1, 2003 County departmental contribution rate, plus
- 5% of the monthly Kaiser medical premium in February of 2004, plus
- 50% of any remaining increase.

**July 1, 2004 – Part-time employees**

- The County pays \$350.00.

**July 1, 2005 – All employees**

- The County pays the July 1, 2004 plan year's County departmental contribution rate (prior to any buy-down), plus
- CPI-W\* of the July 1, 2004 County departmental contribution rate, plus
- 5% of the monthly Kaiser medical premium in February of 2005, plus
- 50% of any remaining increase.

**July 1, 2006 – All employees**

- 1       • The County pays the July 1, 2005 plan year's County departmental contribution
- 2       rate (prior to any buy-down), plus
- 3       • CPI-W\* of the July 1, 2005 County departmental contribution rate, plus
- 4       • 5% of the monthly Kaiser medical premium in February of 2006, plus
- 5       • 50% of any remaining increase.

6

7       If in any plan year the self-funded plan premium equivalents and Kaiser dental plan

8       increases are less than CPI-W, and/or the Kaiser medical premium increase is less than

9       CPI-W plus 5%, that portion of the County contribution will go toward building the Health

10      Fund.

11       \*CPI-W is defined as the annual percent increase in CPI Portland Urban Wage

12      Earners and Clerical Workers Cost of Living Index- Second Half.

13

14       Employees will pay no more than 10% of the total premium costs in any plan

15      option and any coverage level unless agreed to by the EBB. To the extent the

16      employee's contribution exceeds 10% of the premium, the County will pay the premium

17      excess above the 10% from sources outside of the Health Fund. Employee's

18      contribution shall be based upon a tiered structure with each plan experience rated

19      separately.

20

21       If any one plan option increases more than 25% for a plan year, the EBB will

22      agree to either have the employees pay for the amount of the premium above the 25%

23      or reduce the benefit plan to a level that would reflect no more than a 25% increase

24      level. If no agreement can be reached, the County may agree to either pay for the

25      additional premium or change the benefit plan to a level that would reflect no more-than

26      a 25% increase for that plan year.

27

28       Also, if any one plan other than the Major Medical Plan, has less than 5% of the

29      County employees enrolled, the County may remove that plan option at the end of the

30      plan year.

1                   **q. LTD/STD**

2                   The Long Term and Short Term Disability Insurance is not subject to  
3 governance by the EBB.

4                   **r. Summary of Governance and Long Term Resolutions**

5                   With this agreement, it is the intent of the parties to work towards  
6 developing a cooperative labor-management forum for managing Multnomah County  
7 employees' health and welfare benefits. This initial three year agreement-begins a  
8 process where a more responsive forum than previously available can study,  
9 evaluate and modify the health and welfare benefits for employees. This forum will  
10 allow the EBB to effectively address the impact of technology, the escalation of costs,  
11 legal mandates, and the need for quality health care. If at such time in the future, the  
12 EBB is unable to meet its goals and objectives, thus not meeting the interests of the  
13 County or participating unions, the EBB may be dissolved by resolution or by  
14 withdrawal of members. It is the intent of the EBB to incorporate this agreement into  
15 each collective bargaining agreement of participating bargaining units, subject to the  
16 ratification of this agreement by each bargaining unit. Nothing in this Governance  
17 Agreement is intended to: waive or modify the rights of participating labor  
18 organizations to bargain collectively over health and welfare benefits for their  
19 members, at the expiration of this agreement, or prevent withdrawal from this  
20 governance agreement, at the expiration of this agreement. Any labor organization  
21 that withdraws from this Governance Agreement, at the expiration of this agreement,  
22 shall lose its rights to participate in, or vote on, matters governed by the EBB.

23                  In the event that there is a conflict between Section 1(A) above and/or any  
24 other section of this Article and governance structure of December 21, 2000, the  
25 governance structure language as accepted by the Union on March 22, 2001 shall  
26 supersede.

27                  **B. Part-time employees**

28                  Part-time employees who work full time (at least .8 FTE) for six consecutive  
29 pay periods will be reimbursed, as if they were entitled to full time benefits (does not  
30 include Major Medical Plan Option reimbursement), for premium payments made to  
31 the County for those payroll periods, adjusted for taxes. However, such payment will

1 be made only upon written request within 90 days of the last payroll period of full-time  
2 work.

3 **C. Retirees**

4 Provisions governing retiree participation in County medical and dental  
5 plans are in Article 16, "Section V.

6 **D. "Opt-out": Cash in Lieu of Medical/Vision Benefits**

7 **1. "Opt-out" payment amounts**

8 **a. Full-time employees**

9 Full-time employees may elect to "opt-out" of County  
10 medical/vision benefits coverage, per the provisions of Section 1.A.(m) of this article.  
11 Full-time employees who "opt out" of medical/vision benefits coverage may still  
12 receive dental benefits; a dental benefits "opt-out" payment is not available.

13 **b. Part-time employees**

14 Part-time employees who certify themselves as covered  
15 under another medical/vision plan may elect to "opt-out" of County medical/vision  
16 benefits coverage per the provisions of Section 1.A.(m) of this article. Part-time  
17 employees may opt out of medical/vision coverage and still elect County dental  
18 coverage by paying for one half of the premium for such coverage

19 **2. Loss of non-County coverage**

20 If an employee who has "opted out" of County coverage loses his or  
21 her non-County coverage, he or she may enroll in the County plan within ninety (90)  
22 days of losing the non-County coverage based upon a qualifying event as prescribed  
23 by the Plan document can do so without waiting for the annual Open Enrollment  
24 period. County coverage will be effective the first day of the month following receipt  
25 of the enrollment form by Employee Benefits.

26  
27 **E. Default Enrollment**

28 Full time Employees who fail to submit an enrollment form for "Opt-out"  
29 or for the medical/vision and dental benefits plans described in "Section I.A" above  
30 within 31 days of hire or at other times as determined by the Employee Benefits



Office will be enrolled in the County's Major Medical Plan and ODS dental plan by default. Default plans may be other than Major Medical Plan and ODS dental plan, if so authorized by the Employee Benefits Board process. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment. Part-time employees shall be enrolled in the Major Medical Plan or its authorized successor.

**F. Eligible Dependents**

**1. Spouses and domestic partners**

**a. Enrollment**

Employees may enroll spouses and domestic partners in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times and other procedures for administration of the medical/vision and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouses and domestic partners must be enrolled in the same plan as the employee.

**b. Definitions**

i. A "spouse" is a person to whom the employee is married under Oregon law.

ii. A "domestic partner" is a person with whom the employee:

- Jointly shares the same permanent residence for at least six months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so indefinitely, or if registered with the Multnomah County partnership registry, the six month waiting period is waived; and
- Has a close personal relationship.

In addition, the employee and the other person must share the following characteristics:

- 1 • Are not legally married to anyone;
- 2 • Are each eighteen years of age or older;
- 3 • Are not related to each other by blood in a degree of kinship closer than
- 4 would bar marriage in the State of Oregon;
- 5 • Were mentally competent to contract when the domestic partnership
- 6 began;
- 7 • Are each other's sole domestic partner;
- 8 • Are jointly responsible for each other's common welfare including "basic
- 9 living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

10 **c. Termination of coverage**

11 Employees must remove a spouse or domestic partner  
12 from coverage within 90 days of divorce, or annulment, or dissolution of the domestic  
13 partnership. Employees who fail to remove an ineligible spouse or domestic partner  
14 within 90 days will be required to reimburse the County for claims paid after the 90  
15 day window, or be taxed on the benefit, or both as determined by the Benefits  
16 Administrator guidelines and procedures.

17 **2. Children**

18 **a. Enrollment**

19 Eligible children of the employee or the employee's  
20 spouse or domestic partner may be enrolled in the medical and dental insurance  
21 plans described in "Section I". Children must be enrolled in the same plans as the  
22 employee.

23 **b. Definition**

24 "Eligible children" includes any unmarried biological or  
25 adoptive child under the age of 23 who is a dependent under the federal tax code  
26 and chiefly supported; or a court appointed ward; or anyone under the age of 23 for  
27 whom the employee is required by court order to provide coverage. "Eligible  
28 children" may also include dependent children over the age of 23 who became

1 permanently disabled prior to the age of 23, and the children of children who are  
2 currently enrolled.

3 **c. Termination of coverage**

4 Employees must remove from coverage a child who has  
5 become ineligible because he or she is 23 years old, or for any other reason within  
6 90 days of disqualification. Employees who fail to remove an ineligible child within 90  
7 days of disqualification will be required to reimburse the County for and claims paid  
8 after the 90 day window, or be taxed on the benefit, or both as determined by the  
9 Benefits Administrator guidelines and procedures.

10  
11 **G. When Benefits Coverage Begins and Ends**

12 **1. Coverage for new employees**

13 **a. Medical and Dental Benefits**

14 The employee and eligible dependents will be covered by  
15 medical and dental benefits the first day of the month following hire, provided the  
16 employee has submitted an enrollment form to the Employee Benefits office prior to  
17 that date. Employees who submit a form after the first day of the month following  
18 hire, but within 31 days of hire, will be covered the first day of the month following  
19 receipt of the form by Employee Benefits Office. Employees who do not submit a  
20 form within 31 days of hire will be covered the first day of the month following default  
21 enrollment.

22 **2. Benefits coverage for terminating employees**

23 **a. Retirees**

24 **i. County-subsidized coverage**

25 Benefits options for retirees are provided for in  
26 Article 16, "Section V".

27 **ii. Unsubsidized benefits**

28 Retirees may continue to participate in County  
29 medical and dental benefits plans on a self-pay basis as mandated by law.

**b. Other terminating employees**

**i. County-subsidized coverage**

If the employee's last regularly scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, medical/vision and dental benefits toward which the County has contributed will lapse at the end of that calendar month. If such work day in pay status falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A's last day is July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

**ii. Unsubsidized benefits**

Terminating employees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

**3. Employees on unpaid leaves of absence**

**a. Leaves of less than 30 days**

Employees' benefits coverage will not be affected by unpaid leaves of absence of less than 30 days' duration.

**b. FMLA/OFLA leaves**

The County will contribute toward medical/vision insurance coverage during unpaid FMLA/OFLA leave as required by law. During unpaid FMLA, the County will contribute to the same benefit plan elected by the employee prior to the approved leave. During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage. In addition, the County will continue the same plan and monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage continue. If the employee remains on unpaid leave for more than 30 days after FMLA/OFLA leave is exhausted, the leave will be treated as an unpaid leave of

1 absence per "Subsection c.i" below, except that the last day of FMLA/OFLA leave will  
2 be deemed the employee's last day in pay status.

3 **c. Non-FMLA/OFLA unpaid leaves**

4 **i. Lapsing of County-subsidized coverage**

5 If the employee's last regularly scheduled work day  
6 in pay status falls on or before the fifteen (15th) day of the calendar month coverage  
7 toward which the County has contributed will lapse at the end of that calendar month.  
8 If such work day in pay status falls after the fifteen (15th) of the calendar month,  
9 coverage toward which the County has contributed will lapse at the end of the  
10 following calendar month. (Example: Employee A goes on non-FMLA/OFLA unpaid  
11 leave effective July 15. Employee A's coverage toward which the County has  
12 contributed will lapse July 31. Employee B goes on non-FMLA/OFLA unpaid leave  
13 July 16. Employee B's coverage toward which the County has contributed will lapse  
14 August 31.)

15 **ii. Unsubsidized benefits**

16 Employees may continue to participate in County  
17 medical and dental benefits plans on a self-pay basis as mandated by law.

18 **iii. Continuation of benefits upon return from a**  
19 **leave of absence without pay**

20 **(a)** Employees returning from a leave of  
21 absence without pay will be reinstated to the same medical and dental plans (or  
22 successor plans) they had when they left. If they return from leave the first day of the  
23 month, coverage will be in effect upon their return from leave; otherwise, coverage  
24 will be in effect the first day of the month following their return from leave.

25 **(b)** Employees returning from unpaid non-  
26 FMLA/OFLA leave in the following July to June plan year may enroll in different plans  
27 within 31 days of their return. If enrollment forms are received on the first day of the  
28 month, the changes will be effective that day; otherwise, changes will be in effect the  
29 first day of the month following receipt of the forms.

**II. Other Benefits**

**A. Flexible Spending Accounts**

**1. Medical expenses**

To the extent permitted by law, Medical Expense Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan number 504.

**2. Dependent care expenses**

To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts, which allow employees to pay for dependent care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan number 502.

**B. Life Insurance**

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars (\$30,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

**C. Emergency Treatment**

Employees will be provided with emergency treatment for on-the-job injuries, at no cost to the employees, and employees as a condition of receipt of emergency treatment, do agree to hold the County harmless for injuries or damage sustained as a result thereof, if any. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

**D. Disability Insurance**

Disability insurance benefits are provided for under Article 9. Sick Leave, "Section IV".

**III. Successor Insurance Plans**

In the event that either party elects to terminate the Employee Governance

1 Structure in accordance with the Governance Structure guidelines, or any of the  
2 above insurance plans are no longer provided by the County, the County, following  
3 consultation with the EBB, agrees to provide to affected employees a substitute plan  
4 of the same service delivery type, if available, at substantially the same or a better  
5 benefit level. It is recognized that in accordance with Section 1.A. (Employee  
6 Benefits Board) of this article that insurance plans may be modified, plans added and  
7 plans eliminated during the term of this agreement.

---

**ARTICLE 12**

**WORKERS' COMPENSATION AND**

**SUPPLEMENTAL BENEFITS**

---

***I. Coverage***

All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

***II. Seniority***

**A.** The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied.

**B.** If an employee is transferred to another classification because of a compensable injury, his or her seniority shall be governed in accordance with Article 21, Seniority and Layoff. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

**C.** If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.415, or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this



1 Agreement, of any other employee.

2 **III. Probationary Employees**

3 In accordance with the terms of Article 2, "Section VI," if an employee sustains  
4 an injury during his or her probationary period, it may be extended by written  
5 agreement of the Union, the employee, and the County.

6 **IV. Supplemental Benefits**

7 The County shall supplement the amount of Workers' Compensation benefits  
8 received by the employee for temporary disability due to occupational injury, illness  
9 or disease by an amount which, coupled with Workers' Compensation payments, will  
10 insure the disabled employee the equivalent of one hundred percent (100%) of his or  
11 her semi-monthly net take-home pay (as calculated in accordance with Workers'  
12 Compensation regulations) subject to the following conditions:

13 **A.** Supplemental benefits shall only be payable for those days  
14 compensable under Workers' Compensation Law as time loss on an approved claim.  
15 For employees with approved claims, supplemental benefits shall be paid for no more  
16 than three hundred and twenty (320) hours of the employee's regular working hours  
17 or for a period equal to the amount of accrued sick leave hours at the time of injury,  
18 whichever is greater. Such payments shall not be chargeable to accrued sick leave.

19 **B.** To the extent not compensated by Workers' Compensation benefits, the  
20 first day of occupational disability shall be compensated as time worked.

21 **C.** To the extent not compensated by Workers' Compensation benefits, the  
22 day following the first day of occupational disability and the next succeeding day shall  
23 be compensated as sick leave if such days would have been work days.

24 **V. Denied Claims**

25 **A.** If a Workers' Compensation claim is denied, the employee's absence  
26 from work due to illness or injury shall, to the extent not compensated as Workers'

1 Compensation time loss, be subject to the provisions of Article 9, Sick Leave.

2       **B.**     If a Workers' Compensation claim, which has been denied, is later held  
3 compensable upon appeal, any time loss benefits shall be reimbursed by the  
4 employee to the County and the employee's sick leave account credited with an  
5 equivalent number of days.

6       **C.**     If an employee's Workers' Compensation claim is under appeal, and he  
7 or she is no longer entitled to medical/dental coverage under Article 11, Health and  
8 Welfare, he or she will be entitled to continued coverage under federal COBRA law.  
9 The duration of such coverage will be for six (6) months or the legally mandated  
10 period, whichever is greater, provided that the employee continues to be eligible and  
11 pays the premiums as required.

12       **D.**     If a denied claim is later held compensable upon appeal, the employee  
13 will be entitled to:

14               1.     Reimbursement of any premiums paid to the County for  
15 medical/dental benefits, and

16               2.     Any supplemental benefits not paid in accordance with "Section  
17 IV" of this Article.

18     **VI.   Benefits**

19       **A.**     The County shall continue to provide medical and dental benefits for an  
20 employee with a compensable claim and his or her dependent(s) from the first day of  
21 occupational disability, subject to the limitations of Article 11, Health and Welfare, if  
22 any, for a period of one year or such longer period as may be required by law.

23       **B.**     The County shall continue to make retirement contributions, based  
24 upon the appropriate percentage of the gross dollar amount of supplemental benefits  
25 paid, throughout the period that the employee receives such benefits.

**ARTICLE 12, WORKERS COMPENSATION**

1   **VII.   *Borrowing of Sick Leave***

2           Nothing in this Article may be construed to permit borrowing of sick leave not  
3   accrued by and available to the employee.

---

**ARTICLE 13**  
**WORK SCHEDULES**

---

***I. Posting of Work Schedules***

Work schedules showing work days and hours of work will be posted on bulletin boards or otherwise made accessible to employees at all times. Management may change work schedules with ten (10) days' notice to affected employees, and with less notice in the following circumstances:

- A.** Such notice is voluntarily waived in writing by the employee(s); or
- B.** For the duration of an emergency.

***II. Right to Compensation for Regularly Scheduled Hours***

An employee who reports to work as scheduled and is excused from duty for lack of work, or is specifically directed by his or her supervisor or manager not to report to work, will be paid at his or her regular rate for the hours he or she was scheduled to work.

***III. Work Days and Days Off***

**A. Scheduling Requirements**

**1. Employees working 40 hours per week**

- a.** Employees working five (5) eight (8) hour days a week will be scheduled to work five (5) consecutive days with two (2) consecutive days off.
- b.** Employees working four ten (10) hour days a week will be scheduled to work four (4) consecutive days with three (3) consecutive days off.

**2. Employees working less than 40 hours per week**

Employees working less than forty (40) hours per week will be scheduled to work no more than five (5) days a week, and at least two (2) of their days off must be consecutive.

**B. Changing Scheduled Days of Work and Days Off**

1                   **1. Voluntary changes**

2                   Changes of work days and days off will be considered voluntary  
3 if they occur at the employee's request or as a result of shift bidding. During the  
4 fourteen (14) day period following the transition from one schedule of work days and  
5 days off to another, the provisions of "Section III.A" above will not apply, and, for  
6 example, the employee may have split days off. During the transition period,  
7 employees whose schedule change would result in the employee working less than  
8 his or her scheduled FTE during the pay period, may volunteer to work additional  
9 hours. Management will attempt to provide additional hours provided such additional  
10 hours, would not result in overtime pay.

11                   **2. Involuntary changes**

12                   Changes of work days and days off will be considered  
13 involuntary if they occur at the discretion of management. In addition to the  
14 provisions which apply to voluntary changes, the following will apply during the  
15 fourteen day transition period:

16                   a. Employees who are scheduled to work more than five  
17 days in a row without a day off will be paid at the time-and-a-half rate for all hours  
18 worked on the sixth and subsequent days until their next scheduled day off. Days  
19 worked immediately prior to the transition period will be included in the five (5) day  
20 requirement of this subsection

21                   b. No employee normally scheduled to work forty (40) hours  
22 per week shall be paid for less than eighty (80) hours in a semimonthly pay period as  
23 a result of the application of the provisions of this subsection, except that in the  
24 second pay period in February this minimum shall be seventy (70) hours.

25 **IV. Scheduling the Work Day**

26 **A. Normal Work Day**

27                   **1. Employees working forty hours a week**

28                   a. Employees working forty (40) hours per week on a five (5)  
29 day per week work schedule shall work eight (8) consecutive hours per day excluding  
30 the meal period. Employees on a continuous duty schedule per "Section C.3" below

1 shall work eight (8) consecutive hours per day including the meal period.

2                   **b.**       Employees working forty (40) hours per week on a four (4)  
3 day per week work schedule shall work ten (10) consecutive hours per day excluding  
4 the meal period. Employees on a continuous duty schedule per "Section C.3" below  
5 shall work ten (10) consecutive hours per day including the meal period.

6                   **2.       Employees working less than forty hours a week**

7                   Employees working less than forty (40) hours a week will be  
8 scheduled to work four (4) or more consecutive hours a day. Any meal periods to  
9 which the employee is entitled will be on unpaid time, unless the employee is on a  
10 continuous duty schedule per "Section C.3" below.

11  
12               **B.       Breaks**

13               Breaks provided for in this section will be on paid time.

14               **1.       During the normal work day**

15                   **a.       Employees working six or more hours a day**

16                   Employees scheduled to work six (6) or more hours a day  
17 are entitled to a fifteen (15) minute break during the first half of the work day, and  
18 another during the second half, provided that the break in the second half of the work  
19 day is required only if the employee is scheduled to work more than two (2) hours  
20 after the previous break or meal period. Breaks for employees scheduled to work  
21 eight (8) or ten (10) hours in a day will be scheduled at the middle of each half of the  
22 work day whenever practicable.

23                   **b.       Employees working fewer than six hours a day**

24                   Employees scheduled to work fewer than six (6) hours a  
25 day are entitled to one fifteen (15) minute break to be scheduled by management.

26               **2.       While working overtime**

27               Employees scheduled to work eight (8) or more hours who are  
28 expected to work one and a half or more hours after their scheduled quitting time are  
29 entitled to a fifteen (15) minute break at the end of their regularly scheduled work  
30 day.

**ARTICLE 13, WORK SCHEDULES**

1                   **3. While on a continuous duty schedule**

2                   Breaks for employees on a continuous duty schedule are  
3 covered in "Section C.3" below.

4                   **C. Meal Periods**

5                   **1. Entitlement to a meal period**

6                   The work schedules of employees working more than six (6)  
7 hours in a work day will include a meal period. An employee who has worked eight  
8 (8) or more hours in a work day and who works two (2) hours beyond his or her  
9 regular quitting time is entitled to a second meal period.

10                  **2. Unpaid meal periods**

11                  Meal periods are on unpaid time unless the provisions of  
12 "Subsection 3" below apply.

13                       **a. Length of the meal period**

14                       Employees will be scheduled for a thirty (30) minute meal  
15 period unless they request and management approves a one-hour meal period.  
16 Management may rescind approval for a one-hour meal period, subject to the  
17 provisions for changing work schedules in "Section I" above.

18                       **b. Scheduling**

19                               i.       The meal period for employees working eight (8) or  
20 more hours will be scheduled in the middle of the work day whenever practicable.

21                               ii.       When a one-hour meal period is requested and  
22 approved, management will make adjustments to the employee's starting and/or  
23 quitting time, subject to the provisions for changing work schedules in "Section I"  
24 above.

25                   **3. Paid meal periods: continuous duty schedules**

26                   Management may assign employees performing duties which do  
27 not lend themselves to duty free breaks and meal periods to a continuous duty  
28 schedule. Any such assignment shall be in writing with a copy provided to the Union  
29 and the Labor Relations Manager. Meal periods for such employees will be on paid  
30 time. The scheduling of meal periods and breaks for affected employees will be

based solely on management judgment of the need for supervision of clients or involvement in other continuous duty, or may be on an "as time is available" basis. Continuous duty employees may not be relieved of duty during their work day, and may have to take their meals and their breaks while supervising clients or attending to other duties. Any meal periods or breaks may be interrupted or missed without additional compensation.

**V. Flexible Work Schedules**

**A. Exceptions to the Requirements of This Article**

Greater flexibility in work scheduling than is otherwise provided for in this article, which benefits employees and the County, may be implemented, provided that such schedules are in writing, and are agreed upon by the Union and the Labor Relations Manager. A copy of any such agreed upon schedules shall be provided to all directly affected employees.

**B. Employee Requests for Substitution of Hours Within a Work Week**

Employees may request to work fewer hours than scheduled on one day in an FLSA work week and make up for those hours by working an equivalent number of additional hours on another day or days in the same FLSA work week. Such scheduling is subject to the approval of management, and regardless of any other provisions of this Agreement, will not result in overtime pay.

**VI. Uniform Time Charging Provisions**

**A. Rounding Rule**

Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

1. 0 - 7 minutes rounds to 0 hours
2. 8 - 15 minutes rounds to 1/4 hour

**B. Applications**

**1. Lateness**

Employees who are less than 8 minutes late are not required to make up the missed minutes and shall be paid for a full shift without charge to a



1 leave account. Employees who are more than eight (8) minutes late may be  
2 charged paid leave for time late or may be allowed to flex time at the manager's  
3 discretion. Being late to work continues to be subject to discipline up to and  
4 including dismissal.

5  
6 **2. Working over**

7 An employee who works over less than eight (8) minutes shall  
8 not be compensated. An employee who works eight (8) to fifteen (15) minutes over  
9 shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in  
10 accordance with Article 14, Compensation.

11  
12 **3. Leaves**

13 Late and early return from leaves shall be subject to the same  
14 rounding practice as specified above.

15  
16 **4. Work day**

17 The above provisions shall not be construed as a right for  
18 management to extend the end of the working day beyond the normally scheduled  
19 ending time.

---

## ARTICLE 14

### COMPENSATION

---

#### ***I. Wage Adjustments***

##### **A. July 1, 2004**

Effective July 1, 2004, the rates and ranges of employees covered by this Agreement shall be increased two percent (2%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I. Wage Rates Effective July 1, 2004, which by this reference is incorporated herein. In the event Local 88 receives a larger COLA, then the JCSS will receive the same COLA effective 7/1/2004.

#### ***II. Pay Periods***

Employees shall be paid on a twice a month basis. The pay periods shall be the 1st through the 15th of each month and the 16th through the end of each month. Employees will be paid on the 15th of each month for hours worked during the second pay period of the preceding month, and on the last business day of each month for hours worked during the first pay period of that month; provided, however, that if either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

#### ***III. Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours***

##### **A. Reporting After Hours/Scheduled Day Off**

Any employee who returns to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off, shall be paid for a minimum of four (4) hours at the straight time, time-and-a-half, or double time rate according to the provisions of "Section IV" below; provided that an employee who stays at work at the end of his or her scheduled work day or who begins his or her scheduled work day early shall not be eligible for this minimum. It is the understanding of the

1 parties that the four-hour period for a Call-In commences with the acceptance of the  
2 call-in assignment and ends four (4) hours later.

3 **IV. Overtime**

4 **A. Time and One-Half**

5 Employees will be compensated at the rate of one and one-half (1-1/2)  
6 times their normal hourly rate of pay for additional time worked as follows:

7 1. In excess of eight (8) hours in any work day for a five (5) day, forty  
8 (40) hour a week employee; or

9 2. In excess of ten (10) hours in any work day for a four (4) day, forty  
10 (40) hour a week employee; or

11 3. In excess of forty (40) hours in any FLSA work week.

12 **B. Double Time**

13 All work performed on a full-time employee's scheduled second or third  
14 day of rest will be paid at the rate of two (2) times the employee's regular rate of pay,  
15 provided that an employee who has refused to work a full shift on the employee's first  
16 scheduled day of rest will be paid at the rate of one-and-one-half (1-1/2) times his or  
17 her normal rate.

18 **C. Overtime Administration**

19 1. **Computation of overtime - holidays and leaves**

20 When computing overtime, paid holidays and leaves with pay  
21 taken during the work week shall be considered as time worked.

22 2. **Equal distribution of overtime work**

23 Overtime work shall be distributed as equally as practicable  
24 among employees working within the same job classification within each work unit  
25 providing they have indicated in writing a desire to work overtime to their supervisor.

26 3. **No discrimination**

27 There shall be no discrimination against any employee who  
28 declines to work overtime. Overtime work shall be voluntary except in cases where the  
29 public health, safety and welfare may be jeopardized.

1                   4.     **Discipline for unauthorized overtime**

2                   Employees working unauthorized overtime may be subject to  
3 discipline.

4                   5.     **No suspending work to avoid overtime**

5                   Employees shall not be required to suspend work during regular  
6 hours to avoid overtime.

7                   6.     **Compensatory time**

8                   Compensatory time may be accrued by agreement between the  
9 County and the employee with the following limitations. Specifically, in lieu of overtime  
10 pay, an employee may with supervisory approval elect to accrue compensatory time off  
11 equal to the applicable overtime rate for each hour of overtime worked, provided:

12                   a.     The maximum allowable accumulation of compensatory  
13 time off shall be eighty (80) hours.

14                   b.     Accrued compensatory time off may be used at the  
15 discretion of the employee with the supervisor's consent.

16                   c.     In the event the employee terminates for any reason,  
17 accrued compensatory time shall be paid off in cash to the employee or his or her  
18 heirs.

19                   d.     Flexibility during the work week made at the employee's  
20 request is not subject to this section and is solely governed by Article 13, "Section  
21 V.B."

22     **V.     Shift Differential**

23             **A.     Payment of Shift Premiums**

24                   1.     **Hours and amounts**

25                   The County and the Union recognize that a workweek may  
26 contain three (3) different shifts: day, swing, and graveyard. The County agrees to pay  
27 the following shift premium pay in addition to the established wage rate to employees  
28 who are scheduled to work eight (8) or more hours in a workday:

29                   a.     **Swing shift premium**

**ARTICLE 14, COMPENSATION**

1                   An hourly premium of seventy-five cents (75¢) to  
2 employees for all hours worked on shifts beginning between the hours of twelve (12)  
3 noon and seven (7) p.m.; or

4                   **b. Graveyard shift premium**

5                   An hourly premium of one dollar (\$1.00) to employees for  
6 all hours worked on shifts beginning between the hours of seven (7) p.m. and six (6)  
7 a.m., provided that the employee was not called in early to a shift normally scheduled to  
8 begin after six (6) a.m.; or

9                   **c. Relief shift premium**

10                  An hourly premium of one dollar (\$1.00) to employees for  
11 all hours worked in the workweek while assigned to a relief shift.

12                  **2. Definition of relief shift**

13                  A relief shift occurs when an employee's workweek does not  
14 contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4)  
15 graveyard shifts. Employees assigned to a relief shift schedule are exempt from the  
16 provisions of Article 13, "Section I;" however, such employees must be given at least a  
17 twenty-four (24) hour notice of shift assignment.

18

19                  **B. Inclusion of Shift Differentials in Wages**

20                  **1. Inclusion in overtime rate**

21                  When computing the overtime rate due an employee receiving  
22 shift differential pay, such pay must be included in the overtime rate.

23                  **2. Inclusion in sick and vacation pay**

24                  Shift differentials shall continue to apply to all hours paid including  
25 sick leave or vacation hours if they occur during the employee's normally scheduled  
26 shift.

27                  **3. Shift pay disallowed for voluntary single shift change**

28                  Employees are not entitled to shift differential pay for a single  
29 shift change that is done at the request of and for the benefit of the employee.

**ARTICLE 14, COMPENSATION**

**VI. Auto Allowance and Compensation**

Auto allowance and compensation shall be paid pursuant to Addendum C.

**VII. Deferred Compensation Plan**

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee.

**VIII. Overpayments and Payments in Violation of Contract**

Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor

As soon as the overpayment is known, the County will make every effort to recover such over payments, by payroll deduction over a reasonable period of time as determined by the Labor Relations Manager.

Where an error occurs which results in a negative impact on the employee, upon notification by the employee, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

**IX. Voluntary Standby Pay**

Employees on a regular work schedule may volunteer to be placed on "standby" duty beyond their regularly scheduled workday or workweek and may be assigned an answering device for standby purposes to avail themselves of the opportunity to receive additional pay. Any such employee on voluntary standby status may refuse to report if called.

**X. Premium Pay and Computation**

When computing the overtime rate or vacation or sick leave pay due an employee receiving premium pay, including shift differential as provided above, such premium pay must be included when the employee is regularly assigned to premium work.

**XI. Waiver of State Overtime Requirements**

To the extent allowable by law, the provisions of this Article and other

1 provisions of this Agreement constitute an express waiver of ORS 279.340 as provided  
2 by ORS 279.342 (5)(b). Copies of the above cited statutes are available upon  
3 employee request to the Labor Relations Section.

4 **XII. Bilingual pay**

5 A differential of three percent (3%) over base rate will be paid to employees in  
6 positions which specifically require, and who have been directed to translate to and  
7 from English to another language (including the use of sign language), as a condition  
8 of employment. The proficiency level for interpretation and translation skills will be  
9 assigned by management and contained in an employee's individual position  
10 description.

---

1

2 **ARTICLE 15**

3 **CLASSIFICATIONS AND PAY RANGES**

---

4

5 ***I. Wage Schedule***

6 Employees covered by this Agreement shall be compensated in  
7 accordance with the Wage Schedule attached to this Agreement as Addendum  
8 A, which by this reference is incorporated herein, and as modified by Article 14.

9 ***II. Step Placement and Seniority Dates***

10 **A. New Employees and Rehires**

11 1. A rehire is an employee who has terminated permanent  
12 employment with the County, and is subsequently selected to occupy a  
13 permanent position from a civil service list. (Former employees who return to  
14 permanent County employment without being selected from a list are not rehired,  
15 but reinstated. See "Section II.D.1" below.)

16 2. New employees and rehires will be paid at the minimum rate  
17 in the range for their classification unless a higher rate is approved by the Central  
18 Human Resources Manager or his or her designee.

19 3. The seniority date and step increase date for wage  
20 increases for new employees will be the date of permanent appointment, and the  
21 date for rehires will be the most recent date of permanent appointment. However,  
22 the seniority date for new employees and rehires will be adjusted to reflect any  
23 additional seniority credit, such as credit for temporary service in classification,  
24 which they receive under the provisions of Article 21.

25 **B. Step Increases**

26 An employee not at the maximum of his/her pay range shall receive  
27 an anniversary step increase upon the completion of one year of service at the  
28 current step. Time in service is measured in accordance with Article 21. (Note



1 that Article 21, "Section II.B.1" provides, "Part-time work within the same or  
2 equivalent classification will count on a full-time basis.")

3 **C. Promotion**

4 **1. Definition**

5 A promotion is an appointment to a classification with a  
6 higher top step than in the preceding classification.

7 **2. Pay adjustments upon promotion**

8 **a.** The base pay of a newly promoted employee will be  
9 at least one step higher than his or her base pay in the lower classification,  
10 unless such an increase puts him or her beyond the top of the higher range. A  
11 one step increase is defined as the percentage difference between the final two  
12 steps of the lower range.

13 **b.** If the employee's base pay in the lower range plus  
14 one step increase is lower than the first step in the higher range, the employee  
15 will be paid at the first step rate.

16 **c.** If the employee's base pay in the lower range plus  
17 one step increase is higher than the top step in the higher range, the employee  
18 will be paid at the top step rate.

19 **d.** If the employee's base pay in the lower range plus  
20 one step increase falls within the higher range, the employee will be paid at the  
21 step rate which represents at least a one step increase, but less than a two step  
22 increase in base pay.

23 **e.** The rate of pay upon promotion for lead workers who  
24 have received lead pay continuously for a year or more immediately prior to the  
25 promotion will be calculated as if the lead pay were part of the base rate.

26 **3. Step increase ate upon promotion**

27 The employee's step increase date for wage increases will  
28 be the date of appointment to the higher classification, unless the employee  
29 receives additional seniority credit, such as credit for temporary service in the  
30 higher classification, per the provisions of Article 21.

1                   **4. Failure to complete probationary period after promotion**

2                   a. When a regular employee is promoted and does not  
3 complete the probationary period for that classification, he or she shall be  
4 reinstated to the Juvenile Custody Service Specialist Classification.

5                   b. The employee will be placed at the same step in the  
6 old range that he or she would have been on but for the promotion.

7                   c. The step increase date for wage increases will revert  
8 to the anniversary date in effect prior to the promotion.

9  
10                  **D. Reinstatement**

11                  **1. Step placement upon reinstatement**

12                  a. If an employee is reinstated from a recall list, after  
13 voluntary demotion, or after a leave of absence, the employee will be placed at  
14 the same step he or she was on when he or she left the classification.

15                  b. A former County employee who is not on a recall list  
16 may also be reinstated at the discretion of management and concurrence of the  
17 Central Human Resource Manager or designee provided that the reinstatement  
18 occurs within one (1) year of separation. If reinstated to the classification most  
19 recently held, the employee will be placed at the same step he or she was on  
20 when he or she left the classification.

21                  **2. Seniority dates upon reinstatement**

22                  The seniority dates and step increase dates of reinstated  
23 employees will be adjusted so that if the time spent away from the classification  
24 exceeds 30 days in duration, none of the time away will count.

25                  **III. Temporary Work in a Higher Classification**

26                  **A. Work Out of Class**

27                  **1. Definition**

28                  An employee works out of class when he or she is assigned  
29 in writing by a supervisor or designee to assume the major distinguishing duties  
30 of a position in a higher classification and/or to replace another employee in a

1 higher classification, and to perform a majority of the principal duties of that  
2 classification.

3 **2. Compensation for work out of class**

4 An employee working out of class will be compensated  
5 according to the promotional policy above. (See "Section II.C." Note that if the  
6 employee's pay range and the higher range overlap, the policy provides for an  
7 increase of approximately one step; if the ranges do not overlap, the policy  
8 generally provides for an increase to the first step of the higher range.)

9 **3. Paid leave and work out of class**

10 a. When an employee replaces another employee in a  
11 higher classification during all hours worked in a FLSA work week or longer  
12 period of time, the replacing employee will be paid the out of class rate for all  
13 hours in pay status on days in which he or she was on leave for less than half a  
14 shift.

15 b. An employee using leave while working out of class  
16 will be paid at his or her regular rate of pay for all hours in pay status on days in  
17 which he or she worked half or less of his or her scheduled hours.

18 **B. Temporary Appointments**

19 When management anticipates that an employee will be performing  
20 the principal duties of a higher classification for a period of more than 30 days,  
21 the employee may be given a temporary appointment to a position in the higher  
22 classification.

23

24 **1. Appointment to a non-bargaining unit classification**

25 When the appointment is to a non-bargaining unit  
26 classification, written verification of the temporary appointment will be placed in  
27 the employee's personnel file, and the employee will be notified of the  
28 appointment in writing. The following provisions will apply:

29 a. The employee's salary will be set according to the  
30 Personnel Rules governing promotions to exempt positions;

1                   **b.**     The employee is not eligible to receive overtime pay,  
2 shift differential, or other forms of pay not available to permanent employees in  
3 the exempt classification;

4                   **c.**     The employee's health and welfare benefits plan will  
5 not change;

6                   **d.**     The employee's accrual and use of paid leave will be  
7 governed by the rules applying to permanent employees in the exempt  
8 classification;

9                   **e.**     The employee has the right to return to his or her  
10 bargaining unit position at the end of the appointment without loss of seniority;  
11 and

12                   **f.**     The employee will pay Union dues or such  
13 alternatives as are provided by Article 5, and will continue to be represented by  
14 the Union in accordance with Article 3.

---

**ARTICLE 16**  
**PENSIONS**

---

***I. PERS Membership***

Employees shall be eligible for participation in the Oregon Public Employees' Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 238.680.

***II. Sick Leave in Application to Final Average Salary (PERS)***

In accordance with the terms and limitations of ORS 238.350 one half (1/2) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

***III. PERS Pick-up***

The County shall "pick up" the employee contribution to PERS as permitted by ORS 238.205(5) (A) and ORS 238.330. Should for any reason the ORS 238.205 (5) (A) or ORS 238.330 "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-PERS OPSRP members. Pursuant to ORS 238.205(6) and ORS 238A.335(1) and (2)(a), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

**IV. OPSRP Employer Contribution.**

Pursuant to ORS 238A.340, the employer agrees to make employer contributions to the individual account program of its OPSRP members in an amount equal to 6% of salary.

**V. Retiree Medical Insurance**

**A. Definitions**

For purposes of this section, a "retiree" refers to a person who retired from the County on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this section, a "member" refers to an active employee(s) in a position covered by this Agreement.

**B. Right to Participate**

Except as otherwise provided by this section, retirees may continue to participate in the County medical plan available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

**C. Choice of Plan**

To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as members.

**D. Retiree Responsibilities**

The retiree shall be responsible for promptly notifying the Benefits Administrator, in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

**E. Eligibility for County Payment of One Half of Premium**

The following terms related to benefit payments, service, and age requirements shall also apply:

**1. Payment at 58**

The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

a) five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or

b) ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

**2. Payment at 55 or earlier**

The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had:

a) Thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement; provided, however that employees employed on or before July 1, 1992, who are eligible for PERS regular retirement with 30 years of PERS service and twenty (20) years of County service shall be eligible for County payment of half the medical premium without waiting until age fifty-five (55) or

b) Ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

**F. Eligibility for Medicare**

Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under "Subsection E" of this section.

**G. Part-Time Prorating**

Part-time service in a regular budgeted position shall be pro-rated as half for purposes of the service requirements under "Subsection E" of this section. (For example, part-time service for two (2) months would equal one (1) month toward the applicable service requirement.)

**H. Requirement to Continuously Participate**

In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if the retiree has directed the County's collection agent to invoice or electronically transfer funds (EFT) from his or her account. The Central Human Resources Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

**I. State and Federal Tax Offset**

In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%) of



- 1 aggregate monthly retiree premium, the County's contribution shall be reduced to
- 2 40% of premium so that net County costs will remain unchanged.)

---

## ARTICLE 17

### DISCIPLINARY ACTION

---

#### ***I. Forms of Discipline for Cause and Notice Requirements***

Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the exempt supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. Oral or written reprimands do not require prior written notice.

#### ***II. Definition of Cause***

Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

#### ***III. Appeal Rights***

##### **A. Written Reprimand**

Any permanent, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure set out in Article 18.

##### **B. Reduction in Pay, Demotion, Suspension, or Dismissal**

Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve within fifteen (15) days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline. For example, if the discipline was imposed by the Department Director, the matter would be submitted directly to the Department Director at Step 2.

##### **C. Other**

Written documents (excluding performance evaluations) given to an

1 employee that addresses deficient work performance/conduct and is not discipline  
2 may be appealed to the department director. Such documents will not be placed in  
3 the employee's personnel file.

4 ***IV. Manner of Accomplishing Reprimands***

5 If the County has reason to reprimand an employee, every reasonable effort  
6 will be made to accomplish the reprimand in a manner that will not embarrass the  
7 employee before other employees or the public.

8 ***VI. No Abridgement of Rights***

9 Nothing in this contract shall be construed to abridge any employee's  
10 constitutional or civil rights. Employees have the right to Union representation. If the  
11 employee so desires, he or she shall be afforded Union representation.

---

## ARTICLE 18

### SETTLEMENT OF DISPUTES

---

#### ***I. Purpose***

Any grievance or dispute involving the application, meaning or interpretation of this Agreement shall be settled under the provisions of this article.

#### ***II. Filing a Grievance***

**A.** Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally.

**B.** A grievance is filed when the Grievant or his or her union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The Grievant may use a grievance form provided by the Union or submit a memorandum containing the following information:

1. Name of the Grievant(s),
2. The date of filing,
3. Relevant facts and explanation of the grievance,
4. A list of the articles of the contract allegedly violated, and
5. A description of remedy sought.

**C.** In order to be timely, grievances must be filed as follows:

**1.** Disciplinary grievances must be filed within fifteen (15) days after receipt of the letter imposing disciplinary action.

**2.** Non-disciplinary grievances must be filed within fifteen (15) days of the alleged violation of the contract, or within fifteen (15) days of the date on which either the Grievant or his or her representative became aware, or should have become aware, of its occurrence. Whether or not the Grievant or the Union were aware of the alleged violation, no grievance may be filed more than sixty (60) days from the date of its occurrence. However, the sixty (60) day limitation cited above is

not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

3. Grievances regarding the calculation of seniority will be timely filed according to the provisions of Article 21, Seniority and Layoff, "Section VIII.B.1."

4. For the purposes of this article, as in the rest of this Agreement, "days" means "calendar days," unless otherwise specified.

5. Submissions at each step of the grievance procedure will be considered timely if they are mailed or delivered by 11:59 p.m. of the last day. Timelines at any stage of the grievance procedure may be extended by mutual agreement between the County and the Union.

D. Grievances will be filed at Step 1 of the grievance procedure (see "Subsection 3" below) with the following exceptions:

1. The County and the Union mutually agree to filing at a higher step.

2. Disciplinary grievances will be filed with the manager or supervisor who imposed the discipline. If he or she is the department director, the grievance will be filed at Step 2.

3. The following types of grievances will be filed at Step 3:

a) Grievances regarding the calculation of seniority per Article 21, Seniority and Layoff, "Section VIII.B.1."

b) Grievances regarding reclassifications per Article 15, Classifications and Pay Ranges, "Section IV.D."

c) Grievances regarding changes in existing conditions per Article 24, General Provisions, "Section IV.C."

d) Grievances regarding work rules per Article 24, General Provisions, "Section III.D."

### ***III. The Steps of the Grievance Procedure***

#### **A. Step 1. The Immediate Supervisor:**

Grievances submitted at Step 1 will be filed with the Grievant's immediate supervisor. The Grievant's supervisor, or other manager or supervisor

1 appointed by the department, will respond in writing to the Grievant or his or her  
2 Union representative within seven days of receipt.

3 There will be a mandatory meeting either at Step 1 or at Step 2 of the  
4 grievance procedure to formally discuss the grievance. Unless an exception is  
5 agreed upon by the Union and the County, the meeting will be attended by the  
6 Grievant, the manager and/or supervisor designated by the County, and the steward  
7 and/or other Union representative. If the grievance is a class grievance, a  
8 representative employee shall be deemed the Grievant for the purposes of the  
9 mandatory meeting.

10 **B. Step 2. The Department Director:**

11 Grievances submitted at Step 2 and grievances unresolved at Step 1  
12 may be presented by the Grievant or his or her Union representative to the  
13 department director. Unresolved grievances must be submitted within fifteen (15)  
14 days after the response is due at Step 1. The department director will respond in  
15 writing to the Grievant or his or her Union representative within fifteen (15) days of  
16 receipt.

17 **C. Step 3. Labor Relations:**

18 Grievances submitted at Step 3 and grievances unresolved at Step 2  
19 may be presented by the Grievant or his or her Union representative to the Labor  
20 Relations Manager or his or her designee. Unresolved grievances must be submitted  
21 within fifteen (15) days after the response is due at Step 2. Labor Relations will  
22 respond in writing to the Grievant or his or her Union representative within fifteen (15)  
23 days of receipt.

24 **D. Step 4. Arbitration:**

25 If the grievance has not been answered or resolved at Step 3, the  
26 Union may, within fifteen (15) days after the expiration of the time limit specified in  
27 Step 3, request arbitration by written notice to the County.

28 After the grievance has been submitted to arbitration, the Union shall  
29 request a list of the names of seven (7) arbitrators from the State of Oregon  
30 Mediation and Conciliation Service. The Union and the County shall select an  
31 arbitrator from the list by mutual agreement. If they are unable to agree on a method,

1 the arbitrator will be chosen by the method of alternate striking of names, the order of  
2 striking to be determined by lot. One day shall be allowed for the striking of each  
3 name. The final name left on the list shall be the arbitrator. Nothing in this section  
4 shall prohibit the Union and the County from agreeing upon a permanent arbitrator or  
5 permanent list.

6 The Union and the County agree that no less than five (5) days prior to  
7 any scheduled arbitration hearing, they will mutually exchange copies of all exhibits  
8 intended to be offered at the hearing, except the work product of any attorney or  
9 authorized representative involved.

10 No less than five (5) days prior to the scheduled arbitration, the Union  
11 and the County shall submit to the designated arbitrator a signed stipulation of the  
12 issue before the arbitrator. In the event they are unable to stipulate the issue in  
13 dispute, each party shall, not later than four (4) days prior to the scheduled  
14 arbitration, submit to the arbitrator and the other party a signed statement of the issue  
15 that party asserts is in dispute.

16 The arbitrator shall be requested to begin taking evidence and  
17 testimony within twenty-five (25) days after submission of the request for arbitration;  
18 and the arbitrator shall be requested to issue his or her decision within thirty (30)  
19 days after the conclusion of testimony and argument. The Union and the County  
20 hereby vest the arbitrator with authority to compel the attendance of witnesses on  
21 behalf of either party by issuance of a subpoena, the cost of which shall be borne by  
22 the party requesting the subpoena.

23 The arbitrator's decision shall be final and binding, but he or she shall  
24 have no power to alter, modify, amend, add to, or detract from the terms of this  
25 Agreement. The arbitrator's decision shall be within the scope and terms of the  
26 Agreement and in writing. Any decision of the arbitrator may provide for retroactivity  
27 not exceeding sixty (60) days prior to the date the grievance was first filed, and it  
28 shall state the effective date of the award.

29 Expenses for the arbitrator shall be borne by the losing party. Each  
30 party shall be responsible for compensating its own representatives and witnesses. If  
31 either party desires a verbatim recording of the proceeding, it may cause such record

## ARTICLE 18, SETTLEMENT OF DISPUTES

1 to be made, on the condition that it pays for the record and makes copies available  
2 without charge to the other party and/or the arbitrator.

3 Any time limits specified in the grievance procedure may be waived by  
4 the mutual consent of the parties. A grievance may be terminated at any time upon  
5 receipt of a signed statement from the aggrieved party that the matter has been  
6 resolved.

#### 7 **IV. Representation of Employees**

##### 8 **A. The Union as Exclusive Representative**

9 1. The Union is the exclusive representative of bargaining unit  
10 employees with respect to conditions of employment governed by this Agreement  
11 under the State of Oregon Public Employees Collective Bargaining Act.

12 2. Attorneys who do not represent the Union or the County may  
13 appear at grievance meetings and hearings only at the mutual consent of the Union  
14 and the County.

15 3. An employee may file a grievance through Step 3 of the  
16 grievance procedure without the assistance of the Union; however, departure from  
17 the grievance procedure described herein shall automatically nullify the Union's  
18 obligation to process the grievance. Also, whether or not the employee seeks Union  
19 assistance, the Union must be given the opportunity to be present when a settlement  
20 offer is made, and any settlement must be consistent with the terms of this  
21 Agreement.

##### 22 **B. Stewards**

###### 23 **1. Definition and designation**

24 Employees selected by the Union as employee representatives  
25 shall be known as "Stewards." The names of the stewards and the names of other  
26 union representatives who may represent employees, shall be certified in writing to  
27 the County by the Union.

###### 28 **2. Processing of grievances by stewards**

29 a. Upon notification to the Grievant's supervisor of the name  
30 of the Grievant and the tentative cause of the grievance, or the name of the subject  
31 of a disciplinary investigatory interview, the steward(s) responsible for the Grievant's



1 work area may investigate and process a grievance(s) at the work site during working  
2 hours without loss of pay, or in the case of an investigatory interview, participate in  
3 such interview without loss of pay. All efforts will be made to avoid disruptions and  
4 interruptions of work.

5                   b. Employees meeting with their steward to process a  
6 grievance will also be permitted to do so without loss of pay during working hours.

7                   c. A steward may not process a grievance in any other work  
8 area than the one to which he or she is assigned by the Union unless mutually  
9 agreed by the Department and the Union.

10                   **3. Chief Steward**

11                   A chief steward shall be assigned by the Union for employees in  
12 the Division of Juvenile Custody Services. When there is no steward assigned to the  
13 Grievant's work area, the regular steward is unavailable, or by mutual agreement  
14 between the Union and the Division, the assigned chief steward may process a  
15 grievance in accordance with "Section IV.B" above. When a chief steward is  
16 unavailable or by mutual agreement between the Union and the Division, the Union  
17 may designate a Union officer to act as chief steward.

---

1  
2                                   **ARTICLE 19**  
3                   **MODIFICATION OF WORK PERFORMED**  
4                   **BY THE BARGAINING UNIT:**  
5           **CONTRACTING, INTERGOVERNMENTAL AGREEMENTS,**  
6           **AND USE OF VOLUNTEERS**

---

7   ***I. Contracting***

8       **A. Limitations on Contracting**

9           The County may contract or subcontract out work performed by  
10 employees in this bargaining unit regardless of impact on employees, including but  
11 not limited to layoff. In any instance in which such contracting or subcontracting  
12 would result in layoff, however, and the County is unable to find suitable or  
13 comparable alternative employment for the employees, this contracting or  
14 subcontracting will occur only if it was anticipated and considered as a part of the  
15 budgeting process and the Union Business Representative and/or President has  
16 been notified of the specific plan and its probable impact at least thirty (30) days prior  
17 to adoption of the annual budget, referred to as the "Adopted Budget", or formal  
18 Board consideration of budget modifications.

19       **B. Meeting with the Union**

20           The County agrees to meet with the Union to discuss the effect of  
21 proposed contracting out or sub-contracting, which would result in layoff prior to the  
22 presentation of the proposal to the Board for adoption. The County further agrees to  
23 meet with the Union, at its request, to explore the alternative of work force reduction  
24 by attrition.

25       **C. No Interference with Contract**

26           Any contracting out of bargaining unit work under the terms of this  
27 article shall be bound exclusively by the exercise of the discretion of the Board of  
28 County Commissioners, and any appropriate elected executive, subject only to the  
29 limitations of this article and laws in effect at the time of execution of this Agreement.

1 This exercise of discretion shall specifically not be bound by the requirements of any  
2 Initiative Petition, or law promulgated thereto, which becomes effective subsequent to  
3 the execution of this Agreement.

## 4 ***II. Intergovernmental Agreements***

5 The County agrees to notify the Local 88 Business Agent and/or President  
6 when an Intergovernmental agreement which would effect the transfer of employees  
7 to or from the County is placed on the Board agenda. The County also agrees to  
8 provide Union with a specific plan and its probable impact relative to  
9 Intergovernmental Agreements involving employee transfer, when such Agreements  
10 are anticipated, at least thirty (30) days prior to formal Board consideration of budget  
11 modifications or the Board's adoption of the annual budget related to such a transfer.

## 12 ***III. Rights and Benefits of Employees Involved in Consolidation, 13 Merger, and Acquisition of Positions***

14 A. The County and the Union recognize the provisions of ORS 236.610  
15 through 236.650 in the event an employee of the County is transferred to another  
16 public employer as defined under ORS 236.610(2) for reason of merger,  
17 consolidation or cooperation agreement.

18 B. All employees acquired by the County as a result of merger,  
19 consolidation, cooperation agreement, or acquisition of a facility, shall be entitled to  
20 all rights and benefits granted employees under this Agreement and ORS 236.610  
21 through 236.650.

## 22 ***IV. Volunteers***

23 The County shall have the right to use volunteers at any time for any purpose,  
24 provided, however:

25 A. Volunteers shall not be utilized for "guard" purposes as that term has  
26 been defined by the Employment Relations Board, i.e., keeping the incarcerated  
27 juveniles in, and under the control of, the Division of Juvenile Custody Services in a  
28 juvenile detention facility.

29 B. The implementation of a volunteer program or use of a volunteer shall  
30 not replace a Juvenile Custody Services Specialist.

---

**ARTICLE 20**  
**WORKLOAD AND STANDARDS,**  
**TRAINING, PERFORMANCE EVALUATION, AND ORGANIZATIONAL**  
**EXCELLENCE**

---

***I. Workloads and Standards***

It is the County's right to establish the workload for employees. In addressing the assigned workload the employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

***II. Employee Development and Training***

**A.** Any time an employee is specifically required by management to participate in any development and training program shall be considered time worked for pay purposes, and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the County.

**B.** The County may subsidize employee participation in non-mandatory training or education based on relevance to the employee's job, budgetary limitations, and managerial priorities.

**1.** The subsidy may be made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of the time required to attend.

**2.** Employees may obtain information on how to apply for training or educational subsidies from their Departmental Human Resource Office.

**3.** If approved prior to enrollment, reimbursements will be made within 30 days of successful completion of the training or coursework, provided the

1 employee has submitted verification as required under department policy.

2 **III. Performance Evaluation**

3 A. The County may implement and maintain performance evaluation  
4 processes involving members of the bargaining unit.

5 B. Employees will have the right to attach a response to any evaluations in  
6 their personnel files.

7 C. No evaluations or employee responses will be admissible in any  
8 disciplinary or arbitration hearing.

9 D. All performance evaluations shall be signed by the employee's exempt  
10 supervisor, who shall bear ultimate responsibility for the content of the evaluation.

11 **IV. Organizational Excellence**

12 The parties are committed to the continuation of Labor Management  
13 cooperation as represented by the ERC process, as well as support of the RESULTS  
14 Initiative. (RESULTS: Reaching Excellent Service Utilizing Leadership and Team  
15 Strategies.) To further support this process:

16 **A. Joint Training**

17 Joint training shall be provided on an annual basis to all shop stewards  
18 and representative managers and supervisors on matters related to contract  
19 administration and the management of problem employees and teams. The purpose  
20 of this training will be to develop mutual understanding of basic processes and roles.  
21 Additionally, to support team development and Quality initiatives, such training will  
22 involve appropriate group process and Quality components.

23 **B. Employee Participation and Teams**

24 It is understood that many of the terms of this Agreement are based on  
25 an individual rights and obligation model. The parties recognize that employees are  
26 increasingly involved in employee participation processes and working in teams. In  
27 such instances, as issues arise from these processes which may involve the terms of  
28 this Agreement, the parties will meet upon the request of either party to discuss any  
29 appropriate action. Mutually agreeable terms of any needed exceptions and  
30 understandings shall be in conformance with Article 26, Entire Agreement.

---

## ARTICLE 21

### SENIORITY AND LAYOFF

---

#### ***I. Definition of Seniority***

Seniority will be determined as follows:

1. The total length of continuous service within the bargaining Unit; if a tie occurs, then
2. Total length of continuous service within the County; if a tie occurs, then
3. Test score on the Civil Service Examination, if available, if a tie occurs or if the test scores are not available, then
4. It shall be broken by lot in a manner to be determined by the Central Human Resources Division.

#### ***II. Computation of Seniority***

**A. Seniority at contract signing:** Seniority from the signing date of this agreement shall be in accordance with Addendum "E", which by this reference is incorporated herein.

**B. Seniority for time served subsequent to contract signing.** Seniority for time served subsequent to the signing of this agreement shall be in accordance with the following rules:

1. Part-time work within the same or equivalent classification will count on a full-time basis.
2. Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.
3. Time on authorized leave taken with pay will count.
4. When an authorized leave without pay exceeds thirty days (30), no time spent on that leave will count.
5. Working out of class time in an exempt detention position that

exceeds ninety (90) days; no time spent in working out of class in a non-exempt detention position shall count .

6. When a layoff exceeds thirty days (30), no time spent on layoff will count.

7. When a layoff exceeds 30 days, no time on layoff will count.

8. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.

9. Time spent working for another government in an equivalent classification will count if the employee was transferred to Multnomah County pursuant to ORS 236.610 through 236.650.

10. Seniority shall be forfeited by discharge for cause, voluntary termination, or, after layoff, by removal from all recall lists pursuant to "Section IV" of this article, transfer or promotion out of the bargaining unit.

11. Service is broken for purposes of this Article by discharge; voluntary quit from employment with Multnomah County; promotion or transfer out of the bargaining unit except employees who have not completed a probationary period following promotion will be returned to the position previously held.; employees who do not complete a trial service period; or, expiration of the layoff list.

### **III. Layoff**

#### **Layoff**

A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

#### **Layoff Rules**

The County will notify employees affected by layoff of their reassignment or layoff, according to the provisions of this section

#### **A. Reassignment of Employees During a Layoff**

1. Reassignment to a position, or if the employee does not have enough seniority, then

1                   2.     Layoff

2            **B.     Non-Regular Employees During a Layoff**

3                   1.     Temporary, non-regular probationary, and other employees who  
4 do not have classified status and who are occupying budgeted positions will be  
5 terminated before employees with classified status are affected by layoff. Employees  
6 without status that are terminated will not be placed on recall lists and do not have  
7 bumping rights.

8                   2.     Probationary employees laid off will be placed on reinstatement  
9 lists for one year from the date of their layoff. They may, at the County's discretion,  
10 be reinstated if there are no employees who are on a recall list. Probationary  
11 employees who are reinstated will be treated as if they have been on a leave of  
12 absence for purposes of computing seniority and length of probationary period.

13            **C.     Layoff Processing for Employees on a Leave of Absence Without**  
14 **Pay**

15                   1.     **Employee notification**

16                         Employees who are on a leave of absence without pay which is  
17 scheduled to continue after the layoff effective date and are expected by the County  
18 to be affected by an upcoming layoff process will be notified in writing and given an  
19 option to return from leave.

20                   2.     **Use of positions during the layoff process**

21                         If no response is received by the County within five (5) days of  
22 written notification, or if the employee declines to return from leave of absence, or if  
23 the employee is unable to return from leave of absence, the position from which the  
24 employee is on leave of absence will be treated as a vacant position during the layoff  
25 process and will be available to be filled by another employee who is affected by the  
26 layoff process, according to the provisions of this article.

27                   3.     **Return from family medical leave without pay**

28                         After a layoff process affecting the employee's classification has  
29 occurred, employees who are on Family Medical Leave without pay immediately prior  
30 to returning to work will return to the position formerly held, and the employee



occupying that position will be reassigned according to seniority pursuant to this article.

**4. Return from other leave without pay**

After a layoff process affecting the employee's classification has occurred, employees not on Family Medical Leave without pay immediately prior to returning to work will be reassigned according to seniority pursuant to this article.

**5. Recalculation of seniority after leave of absence without pay**

All employees on leave of absence without pay that exceeds thirty (30) days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority per "Section II.B.4" of this article.

**IV. Bumping**

**Bumping Definition:** The replacement of an employee with less seniority by an employee with more seniority.

**The Bumping Process**

1. Vacancies that are created and approved by the Board of County Commissioners to be effective the day following the layoff date shall be treated as vacancies available during a layoff process.

2. Reassignment of employees to vacant positions, if available, will always take precedence over their bumping another employee; where multiple vacancies are available, the County will reassign the employee to one.

3. If bumping is necessary, the least senior employee will be bumped.

4. Shift assignment will not have an effect on the layoff process.

5. Employees who are reassigned to a position pursuant to these provisions and do not accept that position will be deemed to have resigned.

6. Employees may not be reassigned to positions under this article unless qualified to perform the duties of that position. Employees may be denied rights otherwise available under these provisions only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety

1 days. Employees may be required to take and pass qualifying examinations in order  
2 to establish their rights to specific positions.

3 **V. Notice and Recall List**

4 **A.** Employees who are subject to reassignment or layoff pursuant to the  
5 provisions of this article shall receive a notice in writing at least fifteen (15) days prior  
6 to such action. The notice shall state the reason for the action and shall further state  
7 that the action does not reflect discredit on the employee. The Union will be provided  
8 a copy of the notice.

9 **B.** Employees who are laid off or reassigned between full-time and part-  
10 time status will be placed on the recall lists, according to seniority. Employees will be  
11 placed on all the recall lists that meet the criteria below. (For example, employees  
12 who are reassigned from full-time to part-time will be placed on the recall lists for full-  
13 time appointment)

14 1. Employees who are laid off will be placed on the recall list.

15 2. Employees who are reassigned from full-time to part-time will be  
16 placed on the list for recall to full-time assignment.

17 3. Employees who are reassigned from part-time to full-time will be  
18 placed on the list for recall to part-time assignment.

19 **C.** Employees will remain on a recall list for twenty-four months from the  
20 date of placement on the list. Within that time period, employees will be removed  
21 from the recall list only under the following circumstances:

22 1. Upon written request of the employee; or

23 2. Upon their retirement; or

24 3. Upon acceptance of permanent recall from the list; or

25 4. Upon declining an offer of permanent recall; or

26 5. Upon the employee's failure to respond to a certified letter sent  
27 to the employee's last known address within fourteen days of mailing; or  
28 Disciplinary termination for cause.

29 **D.** Employees who are laid off and are on recall list(s) and return to  
30 permanent County employment for any reason will be treated as if they have been on

1 a leave of absence without pay for the purpose of computing seniority.

2 **VI. Recall**

3 A. Employees on a recall list will be certified in order of seniority, before  
4 applicants who qualify through examination, provided they are qualified to perform  
5 the duties of the position. Employees on a recall list shall be offered appointment to  
6 vacancies, in order of seniority, except when they lack knowledge, skills or abilities  
7 required for the position that are not easily learned on the job within ninety (90) days.  
8 Employees may be required to take and pass qualifying examinations in order to  
9 establish their rights to specific positions. The hiring manager is required to state in  
10 writing what qualification(s) the employee lacks that the position requires. The  
11 employee will remain on the recall list for certification to other vacancies during his or  
12 her term of eligibility.

13 B. Failure to recall an employee, except as provided above, will be  
14 deemed a dismissal of that employee for cause and will be reviewed and processed  
15 according to the provisions of Article 17, Disciplinary Action.

16 **VII. Seniority Application**

17 A. The above terms for determination of seniority shall apply not only to  
18 the layoff process, but also to other situations in which seniority is applied, including  
19 total service for the purpose of vacation accrual rates.

20 B. For purposes of vacation bidding, the employee's original date of hire  
21 with the County pursuant to "Section II.B" of this article, shall be used to determine  
22 vacation selection in accordance with Article 8, Vacation Leave, "Section V."

23 C. Seniority determinations shall have no application to retirement matters.

24 D. The County agrees to make available to the Union upon request copies  
25 of any personnel list the County maintains regarding seniority or classification  
26 changes.

27 **VIII. Posting Process**

28 A. Seniority List Posting

County agrees to maintain up to date seniority list posted at all time.  
Updated list will be mailed to the Union .

**B. Seniority List Appeal Process**

**1. Errors on new lists**

Employees who have concerns about the calculation of their seniority on any new list shall consult with management and the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure.

**IX. Seniority of and Bumping by Exempt Employees**

**A.** The only exempt employees, who may bump into the bargaining unit are those who are in the Classified service and who have previously been a member of the Juvenile Custody Service Specialist Bargaining Unit.

**B.** Only time served in Juvenile Custody Service Specialist Bargaining Unit shall apply for bumping purposes.

**X. Special Provisions to Save Employees From Layoff**

It is recognized by the parties that employees who are to be laid off or involuntarily demoted because of their seniority face difficult circumstances in being placed in alternative employment within the County. Any such employee who is placed in a classification not previously held or outside his or her promotional line shall be subject to a trial service period of ninety (90) days to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the County, are unsuccessful during this ninety (90) day trial service period will be removed from their new classification and placed on the appropriate recall list. Such employees shall continue to be eligible for placement under the provisions of this section as long as alternative employment opportunities are being explored by management for affected employees.

---

## ARTICLE 22

### SHIFT AND WORK ASSIGNMENT

---

#### ***I. Vacancy Defined***

A vacancy shall exist when:

A. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;

B. Additional budgeted positions are allocated;

C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;

D. When an employee is on unpaid leave that will exceed ninety (90) days. Vacancies are declared as part of an annual signup process.

#### ***II. Temporary Assignments***

Work assignments of ninety (90) days or less shall be solely at the discretion of management, provided that if an employee's schedule or shift is changed, the change shall be in accordance with the other provisions of this Agreement.

#### ***III. Permanent Assignments***

##### **A. Annual Signup**

No later than June 15 of each year the manager of Custody Services will post the shift grid with specifications of the qualifications for each position to be filled July 1 of that year. Employees shall in accordance with a sequencing procedure to be promulgated by the Manager, indicate their preference of positions to include shifts and days off.

##### **B. Selection**

1           If qualified, an employee will be granted his preference in the annual  
2   signup on the basis of seniority unless another employee is substantially more  
3   qualified.

4           **C.    Vacancies Following the Annual Signup**

5           Any vacancy except for annual signup as provided in Section A above  
6   will be filled at the discretion of management by new hires; provided, however, that  
7   management will give consideration upon written request by an employee to changes  
8   of assignment based on a major change of life circumstances; for example, a divorce  
9   which changed child care arrangements.

10   ***IV.   Change of Work Scheduling/Shift System and Signup***

11           It is recognized that the annual signup system in June of each year, except for  
12   new vacancies, implies that the employees know in advance the hours of work per  
13   day anticipated (e.g. four (4) ten (10) hour days) for each schedule/shift. Except for  
14   new vacancies, the County therefore agrees to make any changes in this  
15   scheduling/shift system in tandem with the annual signup. If a change in overall shift  
16   structure is contemplated as part of a budgetary process, the Union will be given  
17   thirty (30) days notice prior to final action by the Board on the budget or budget  
18   amendment. If no budgetary event is involved, the Union will be given at least thirty  
19   (30) days notice prior to the annual posting. The purpose of this notice is to provide  
20   the Union an opportunity to assess the impact, and suggest alternatives.

---

## ARTICLE 23

### PERSONNEL RULES AND RECORDS

---

#### ***I. Personnel Rules***

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

#### ***II. Personnel Records and Information***

##### **A. Definition**

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by the Employee Services Division and/or by the employee's department or division.

##### **B. Access to Personnel File Materials**

1. An employee or his or her representative, with the written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative will be given a copy of any materials in the employee's personnel file.

2. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

##### **C. Removal of File Materials**

##### **1. Letters of reprimand**

An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old. Oral reprimands will not be memorialized in writing and will not be placed in employee personnel files.

##### **2. Letters imposing other discipline**

1                    **a.     Single disciplinary acts**

2                    A single letter imposing discipline more severe than a  
3 letter of reprimand which is more than five (5) years old will be removed from an  
4 employee's personnel file upon his or her request.

5                    **b.     Multiple disciplinary acts**

6                    If there is more than one letter imposing discipline which  
7 is more severe than a letter of reprimand on file, none of the letters may be removed  
8 until the most recent letter is more than five (5) years old. At that time it and all  
9 previous disciplinary letters will be removed from the employee's personnel file upon  
10 request. For the purposes of this subsection "letter" includes all attachments.



---

**ARTICLE 24**  
**GENERAL PROVISIONS**

---

***I. No Discrimination***

**A. Contractually Prohibited Discrimination**

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, source of income or familial status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop stewards and the contents of Union bulletin boards.

**B. Legally Prohibited Discrimination and County Complaint Procedure**

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

***II. No Prejudicial Harassment***

**A. Prejudicial Acts Prohibited**

The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation or gender identity, or persons of a certain national origin, source of income or familial status.

**B. Sexual Harassment Prohibited**

1           No employee(s) shall be subjected to unwelcome sexual advances,  
2 requests for sexual favors, or any form of verbal or physical conduct of a sexual  
3 nature that is offensive, hostile or intimidating that interferes with the work  
4 performance of such employee(s).

5   **III.   Rules**

6           **A.**   All work rules shall be subject to discussion with the Union before  
7 becoming effective.

8           **B.**   The County will provide new employees a copy of the Agreement and  
9 applicable rules at time of hire.

10          **C.**   The County agrees to furnish each affected employee in the bargaining  
11 unit with a copy of all changes to work rules within thirty (30) days after they become  
12 effective.

13          **D.**   Any dispute as to the reasonableness of any new rule, or any dispute  
14 involving discrimination in the application of new or existing rules may be resolved  
15 through the grievance procedure beginning at Step 3.

16          **E.**   Except in emergencies, all work rules shall be posted on bulletin boards  
17 for a period of ten (10) consecutive work days prior to becoming effective.

18   **IV.   Changes in Existing Conditions**

19          **A.**   For the purpose of this Agreement, the term "existing working  
20 conditions," means practices which have been:

- 21                   1.   Consistent;  
22                   2.   Clearly acted upon; and  
23                   3.   Readily ascertainable over a reasonable period of time as  
24 mutually accepted by the parties.

25          **B.**   Existing working conditions shall be changed only after the Union has  
26 been afforded opportunity to make suggestions and shall not be for arbitrary or  
27 capricious reasons. The County shall post changes in existing working conditions  
28 prominently on all bulletin boards for a period of not less than fourteen (14) days  
29 before the changes are to be effective.

1           C.     Disputes regarding the change of existing working conditions shall be  
2 resolved through the grievance procedure beginning at Step 3.

3           D.     No payment of monies made in error, or not authorized by proper  
4 authority, shall be considered an existing condition. Such payments shall be  
5 governed by Article 14, "Section VIII."

6           E.     Conditions relative to and governing working conditions of a particular  
7 nature are contained in Addenda B through D to this Agreement, which are attached  
8 and by this reference made a part hereof as though fully set forth herein.

9     **V.     *Uniforms and Protective Clothing***

10           If an employee is required to wear a uniform, protective clothing, or any type of  
11 protective device, such uniform, protective clothing; or protective device shall be  
12 furnished by the County; the cost of initial tailoring and repair of the uniform or  
13 protective clothing, or device shall be paid by the County, in accordance with the  
14 current practice. The current practice of convening a committee of management and  
15 employees to select any article of clothing, which the County requires employees to  
16 wear, will continue.

17     **VI.    *Loss of Personal Property***

18           **A.     Procedure for Advancing Claims**

19           Employees who suffer a loss of personal property on County premises  
20 shall be provided a claims form by the Risk Management Division upon request.  
21 Premises, for this purpose, are defined as County facilities and vehicles. The Risk  
22 Management Division shall provide the requesting employee with a determination in  
23 writing by the County of the legal liability the County may have in the matter. The  
24 County will pay claims for which it determines it has legal liability.

25           **B.     Exclusion of Personal Vehicles**

26           Personal vehicles are expressly excluded from this provision. Loss or  
27 damage to employees' personal vehicles is the sole responsibility of the employee.

---

**ARTICLE 25**  
**SAVINGS CLAUSE AND FUNDING**

---

***I. Savings Clause***

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

***II. Funding***

The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to

- 1 obtain certification. Retroactive monetary adjustment shall be made if any scheduled
- 2 economic improvement is delayed due to a delay in certification, unless otherwise
- 3 precluded by State or Federal law or administrative regulation.

---

**ARTICLE 26**  
**ENTIRE AGREEMENT**

---

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code 3.10 or its successor and the Personnel Rules. The County and the Union for the life of the Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

---

**ARTICLE 27**  
**TERMINATION**

---

1  
2  
3  
4  
5       This Agreement shall be effective as of the first day of July, 2004 unless  
6 otherwise provided herein, and shall remain in full force and effect through the 30th  
7 day of June, 2005 and shall be automatically renewed from year-to-year thereafter,  
8 unless either party shall notify the other in writing no later than January 31, 2005, that  
9 it wishes to modify the contract for any reason. The contract shall remain in full force  
10 and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

MULTNOMAH COUNTY EMPLOYEES  
UNION, LOCAL 88, AFSCME, AFL-CIO:  
(Juvenile Custody Services Specialist Unit)

BOARD OF COUNTY COMMISSIONERS,  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Nick Buell

By \_\_\_\_\_  
Chair Diane M. Linn

By \_\_\_\_\_  
Alisa Stubblefield

By \_\_\_\_\_  
Commissioner Maria Rojo de Steffey

By \_\_\_\_\_  
Bruce Kosharek

By \_\_\_\_\_  
Commissioner Serena Cruz

By \_\_\_\_\_  
Bryan Lally  
Council Representative  
AFSCME Council 75

By \_\_\_\_\_  
Commissioner Lisa Naito

By \_\_\_\_\_  
Commissioner Lonnie Roberts

NEGOTIATED:

By \_\_\_\_\_  
County Auditor Suzanne Flynn

By \_\_\_\_\_  
Gail Parnell, HR Director  
Multnomah County, Oregon

By \_\_\_\_\_  
District Attorney Michael Schrunk

REVIEWED:

By \_\_\_\_\_  
Sheriff Bernie Guisto

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

By \_\_\_\_\_  
Kathryn A. Short, Assistant Co Attorney



---

**ADDENDUM A**  
**CLASSIFICATION INCLUDED IN THE BARGAINING UNIT WITH PAY RANGE**

---

***Table 1 Juvenile Custody Services Specialist Contract 07/01/2004 rates***

JCN TITLE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC		16.76	17.24	17.76	18.30	18.86	19.59	20.40	21.02	21.65	22.30

---

**ADDENDUM B**  
**LEADWORKER ASSIGNMENT AND PAY**

---

***I. Assignment and Selection***

Assignment and selection of lead workers shall be at the sole discretion of the County. Persons assigned as lead workers will not have the responsibility of initiating or effectively recommending formal discipline.

***II. Pay Rate***

The lead pay rate for the Juvenile Custody Services Specialist classification shall be calculated by increasing the base hourly pay rates by six and eight tenths percent (6.8%).

***III. Filling of Temporary Vacancies: Leadworker and Juvenile Custody Services Supervisor***

The County shall solicit the names of employees who are interested in working either as Leadworker or Juvenile Justice Supervisor in the event of temporary vacancies, e.g., due to illness. The County shall compile from such volunteers a list of employees it deems qualified and suitable to work on a temporary upgrade basis as either a Leadworker and/or Juvenile Justice Supervisor. Unless such assignment would result in payment of overtime, the County shall attempt to contact and select an employee from the appropriate list before making an offer to an on-call worker, provided that any attempt to contact employees on the list shall be limited to six (6) individuals. When an employee elects to work as a Leadworker or a Juvenile Justice Supervisor, and such election would require a change of shift of hours, the schedule change requirements of this agreement shall be deemed waived.

---

## ADDENDUM C

### AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES

---

#### ***I. Auto Allowance***

##### **A. Payment**

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be paid by the County under the terms of "Section B" through "Section D" below. In no event will payment be made later than the end of the fiscal year.

##### **B. Incidental Use**

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

#### **C. Condition of Employment Use**

##### **1. Designation**

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

##### **2. Payment**

Upon signing of this agreement an employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of forty dollars (\$40.00) per

1 month, twenty dollars (\$20.00) per month for part-time employees. On July 1, 2002  
2 the base rate reimbursement will be increased to fifty dollars (\$50.00) for full time  
3 employees and twenty-five (\$25.00) for part-time employees. To qualify for this  
4 reimbursement employees must be assigned to work in the field and to use his or her  
5 personal transportation. In no event, however, shall the aforementioned base  
6 payment be made in a month in which an employee drives no miles as a condition of  
7 employment.

8 **D. Payment Rules for Alterations in Work Site**

9 **1. Temporary reporting place**

10 Whenever an employee is temporarily required to report to work  
11 at any location more distant from his or her home than his or her permanent place of  
12 reporting, the employee shall be paid for the use of his or her personal transportation  
13 at the rate provided in "Section B" or "Section C" above as appropriate for additional  
14 miles traveled. This provision will not apply when there is a permanent change in  
15 reporting location as determined by management with ten (10) days written notice to  
16 the affected employees and the Union. In instances in which an employee has no  
17 permanent reporting place, the County will designate one (1) work site as a  
18 "permanent place of reporting" for purposes of mileage reimbursement.

19 **2. Secondary reporting place**

20 Whenever an employee reports to his or her permanent place of  
21 reporting and is required to use his or her personal transportation to report for work at  
22 another location, the employee shall be paid for the additional miles traveled to and  
23 from the secondary reporting place in accordance with "Section B" or "Section C"  
24 above as appropriate. The time involved in traveling from the permanent reporting  
25 place to and from the secondary reporting place to the permanent reporting place  
26 shall be considered time worked for pay purposes.

27 **II. Incidental Parking**

28 Subject to procedural regulation or supervisory direction as to time, place and  
29 circumstances of use, when employees on a non-commuter basis are required to use  
30 their automobile for driving into downtown Portland or elsewhere where parking is

1 charged, employees shall be reimbursed for such parking charges.

2 **III. Bus Pass**

3 **A. Statement of Purpose**

4 For the purposes of encouraging employees to use mass transit as part  
5 of the County's ride reduction program under the Oregon Department of  
6 Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well  
7 as part of the County's commitment to limiting traffic congestion and promoting clean  
8 air, effective September 2001 each employee shall be eligible to receive a bus pass  
9 entirely subsidized by the County for the employee's personal use .

10 **B. Scope of Subsidy**

11 1. The County will provide a 100% subsidy for employee bus  
12 passes. However, the County may require that the employee pay a percentage if the  
13 County subsidy exceeds the IRS standard for a de minimis employee benefit. It will be  
14 the employee's responsibility to obtain the necessary Photo ID from Tri-Met.  
15 Instructions for obtaining the photo ID will be available through Employee Benefits  
16 and will be included in the new hire packets.

17 2. This program is offered only by Tri-Met. However C-Tran will  
18 honor the Tri-Met all zone pass.

19 **C. Procedural Requirements**

20 The procedural requirements for payment and verification that the pass  
21 has been used solely by the employee shall be the same as apply to managerial  
22 employees. Such requirements may change from time to time to ensure efficient and  
23 effective implementation of the program.

---

**ADDENDUM D**  
**DRUG AND ALCOHOL POLICY**

---

***I. Drug Free Workplace Act***

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

***II. Holders of Commercial Drivers Licenses***

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

***III. Alcohol and Drug Policy Work Rules and Discipline***

**A. Conduct Warranting Discipline**

1. While on duty, or on County premises, or operating County vehicles, employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

**B. Work Rules**

1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

b. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.

c. Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.

d. Not possess or consume prescription medications without a valid prescription.

**2. Possession, consumption, and distribution of alcohol and drugs while off duty on County premises**

Employees shall:

a. Not use, possess, or distribute illegal drugs.

b. Not use or distribute alcohol without authorization.

**3. Fitness for duty**

Employees shall:

a. Not report for duty while "under the influence" of alcohol or drugs. An individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

b. Not render themselves unfit to fully perform work duties because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications.

1                   c.     Comply with legally mandated occupational requirements,  
2 whether or not they are specifically included in this policy. For example, by law  
3 holders of Commercial Drivers Licenses (CDL's) may not perform safety sensitive  
4 functions, such as driving, at or above the .02% level.

5                   d.     Not be absent from work because of the use of alcohol or  
6 illegal drugs, or because of the abuse of prescription or non-prescription medications,  
7 except when absent to participate in a bona fide assessment and rehabilitation  
8 program while on FMLA leave.

9                   e.     Inform themselves of the effects of any prescription or  
10 non-prescription medications by obtaining information from health care providers,  
11 pharmacists, medication packages and brochures, or other authoritative sources in  
12 advance of performing work duties.

13                  f.     Notify their supervisors in advance when their use of  
14 prescription or non-prescription medications may impair the employee's ability to  
15 perform the essential functions of their position that will result in a direct threat to  
16 others. Such employees include, but are not limited to, sworn officers, holders of  
17 Commercial Driver's License, and those handling hazardous equipment or materials.  
18 Employees who drive a motor vehicle as part of their job, whether a County vehicle or  
19 their personal vehicle should report when they are taking any medication that may  
20 impair their ability to drive.

#### 21                   4.     **Cooperation with Policy Administration**

22                   Employees shall:

23                  a.     Not interfere with the administration of this Drug Policy.  
24 Examples include, but are not limited to, the following: tainting, tampering, or  
25 substitution of urine samples; falsifying information regarding the use of prescribed  
26 medications or controlled substances; or failure to cooperate with any tests outlined  
27 in this policy to determine the presence of drugs or alcohol.

28                  b.     Provide within twenty four (24) hours of request a current  
29 valid prescription in the employee's name for any drug or medication which the



employee alleges gave rise to reasonable suspicion of being under the influence of alcohol or drugs.

c. Respond fully and accurately to inquiries from the County's Medical Review Officer (MRO); authorize MRO contact with treating health care providers upon request.

d. Complete any assessments or treatment programs required under this Policy.

e. Sign a waiver upon request authorizing treatment providers to disclose confidential information necessary to verify successful completion of any assessment or treatment program required under this Policy.

f. Disclose promptly (upon the next working day) and fully to his/her supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

### **C. Levels of Discipline**

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

1           3.     The Parties acknowledge that, all other things being equal,  
2     certain duties imply a higher standard of accountability for compliance with the  
3     requirements of this policy than others. These duties include, but are not limited to,  
4     the following:

- 5                   a.     Carrying firearms,
- 6                   b.     Work in the criminal justice system,
- 7                   c.     Responsibility for public safety or the safety of co-workers,
- 8                   d.     Handling narcotics or other controlled substances,
- 9                   e.     Handling hazardous equipment or materials,
- 10                  f.     Influencing the behavior of minors, and
- 11                  g.     Holding a Commercial Drivers License.

12           4.     In instances in which the County determines that an employee's  
13     conduct warrants termination, and the employee is diagnosed as having a chemical  
14     dependency by a Substance Abuse Professional (SAP) as provided for in "Section D"  
15     below, the County may offer the employee continued employment under the terms of  
16     a last chance agreement, an example of which is included as an attachment to this  
17     addendum.

18                   a.     Any Last Chance Agreement will include but not be limited  
19     to the following:

20                           i.     The requirement that the employee enroll,  
21     participate in, and successfully complete a treatment program as recommended by  
22     the Substance Abuse Professional;

23                           ii.    The right for the County to administer any number  
24     of unannounced follow up drug or alcohol tests at any time during the work day for a  
25     period of two (2) years from completion of any required treatment or education  
26     program;

27                           iii.   The signatures of the employee's supervisor, the  
28     employee, and the employee's Union representative.

29                   b.     The offer of a Last Chance Agreement will not set  
30     precedent for the discipline of other employees in the future. Any discipline

1 incorporated in a Last Chance Agreement may not be grieved under the provisions of  
2 Article 18, Grievance Procedure.

3 **D. Mandatory Assessment and Treatment**

4 1. Employees who are disciplined for conduct which is related to  
5 the use of alcohol or drugs may be required to undergo assessment and to complete  
6 a program of education and/or treatment prescribed by a Substance Abuse  
7 Professional selected by the County. Employees who test positive for alcohol or  
8 controlled substances will be required to undergo assessment at the earliest  
9 opportunity, regardless of whether disciplinary action has been taken.

10 2. The County will verify employees' attendance, and that the  
11 assessment and treatment have been completed. This verification and any other  
12 information concerning alcohol and drug dependency will be treated as confidential  
13 medical information per applicable state and federal law and County Administrative  
14 Procedures.

15 3. Policy on the use of leave for assessment and treatment will be  
16 the same as for any other illness.

17 **E. Return to Work Testing**

18 Employees who test positive for being "under the influence" of drugs  
19 may be required to test negative before returning to work. (Note that Federal law  
20 requires CDL holders performing safety sensitive functions to undergo return to work  
21 testing after a positive alcohol or drug test.)

22 **IV. Testing**

23 **A. Basis for Testing**

24 1. All employees may be tested:

25 a. Based on reasonable suspicion of being "under the  
26 influence" of alcohol or prohibited drugs;

27 b. Before returning to work after testing positive for being  
28 "under the influence" of alcohol or drugs, or

1                   c.     As part of a program of unannounced follow-up testing  
2 provided for in a Last Chance Agreement.

3                   2.     An employee applying for a different County position will be  
4 subject to testing on the same basis, and using the same procedures and methods,  
5 as outside applicants.

6                   3.     Holders of Commercial Drivers Licenses shall be subject to the  
7 testing requirements of federal law, in addition to the requirements herein which  
8 apply to all employees. For example, unlike other employees, CDL holders will be  
9 subject to legally required random testing and testing following certain kinds of  
10 accidents.

11           **B.     Establishing Reasonable Suspicion**

12                   1.     **Definition**

13                   a.     "Reasonable suspicion" is a set of objective and specific  
14 observations or facts which lead a supervisor to suspect that an employee is under  
15 the influence of drugs, controlled substances, or alcohol. Examples include, but are  
16 not limited to: slurred speech, alcohol on the breath, loss of balance or coordination,  
17 dilated or constricted pupils, apparent hallucinations, high absenteeism or a  
18 persistent pattern of unexplained absenteeism, erratic work performance, persistent  
19 poor judgment, difficulty concentrating, theft from office or from other persons,  
20 unexplained absences during office hours, or employee's admission of use of  
21 prohibited substances.

22                   b.     Lead workers who oversee day to day work activities are  
23 "supervisors" for the purposes of establishing reasonable suspicion and directing  
24 employees to be tested on that basis. This provision applies to lead workers who  
25 supervise or act as lead workers as part of their job description, (such as Corrections  
26 Records Supervisors and Maintenance Crew Leaders), as well as to those who  
27 receive premium pay under Addendum B, Lead Worker Assignment and Pay.

28                   2.     **Supervisory training**

29                   The County will provide training to all supervisors on establishing  
30 reasonable suspicion and the nature of alcohol and drug dependency. Supervisors

1 who have not been trained will not have the authority to direct employees to be  
2 tested on the basis of reasonable suspicion of being under the influence.

3 **3. Additional precautions**

4 Application of the "Reasonable Suspicion" standard to any  
5 employee in this bargaining unit shall include the following additional precautions:

6 a. The supervisor shall articulate orally a summary of the  
7 specific facts which form the basis for believing that the employee is under the  
8 influence of drugs or alcohol; and

9 b. The supervisor shall provide upon request within forty  
10 eight (48) hours of the oral determination of "reasonable suspicion" a written  
11 specification of the grounds for reasonable suspicion; and

12 c. Except in field or shift circumstances, which render  
13 contact difficult, no supervisor shall refer an employee for a drug or alcohol test  
14 based on "reasonable suspicion" unless the supervisor has consulted with another  
15 supervisor or exempt person regarding the grounds for the suspicion.

16 **C. Testing Methodology**

17 1. Testing procedures for all employees will be governed by the  
18 same standards as apply to CDL drivers under federal law. These standards include,  
19 but are not limited to, those governing sample acquisition, the chain of custody,  
20 laboratory selection, testing methods and procedures, and verification of test results.

21 2. In accordance with CDL standards, the County will contract with  
22 a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He  
23 or she will review preliminary positive test results with employees and any relevant  
24 health care providers before the results are reported to the County. Based on his or  
25 her professional judgment, he or she may change the preliminary test result to  
26 negative. The County will not be able to distinguish a test result that is negative by  
27 MRO intervention from any other negative result.

28 3. In addition to compliance with federal guidelines, the following  
29 safeguards will also be applied:

1                   a.     Test results will be issued by the MRO or the testing  
2 laboratory only to the investigatory or supervisory personnel designated by the  
3 County. The results will be sent by certified mail or hand-delivered to the employee  
4 within three working days of receipt of results by the County.

5                   b.     If an employee disagrees with the results of the alcohol or  
6 drug test, the employee may request, in writing within five (5) days of receipt of test  
7 results, that the sample be re-tested at the employee's expense by the testing  
8 laboratory. The result of any such retest will be deemed final and binding and not  
9 subject to any further test. Failure to make a timely written request for a retest shall  
10 be deemed acceptance of the test results. If an employee requests a retest, any  
11 disciplinary action shall be stayed pending the results of the re-testing.

12                  c.     Test reports are medical records, and will be handled  
13 according to applicable state and federal law and County Administrative Procedures  
14 which insure the confidentiality of such records.

## 15   **V.   Definitions**

### 16       **A.   Alcohol:**

17               Ethyl alcohol and all beverages or liquids containing ethyl alcohol.  
18 Levels of alcohol present in the body will be measured using a breathalyzer test.

### 19       **B.   Controlled Substance:**

20               All forms of narcotics, depressants, stimulants, analgesics,  
21 hallucinogens, and cannabis, as classified in Schedules I-V under the Federal  
22 Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035,  
23 whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

### 24       **C.   County:**

25               Multnomah County, Oregon.

### 26       **D.   Drug Paraphernalia:**

27               Drug paraphernalia means any and all equipment, products, and  
28 materials of any kind, as more particularly defined in ORS 475.525(2), which are or

1 can be used in connection with the production, delivery, or use of a controlled  
2 substance as that term is defined by ORS 475.005.

3 **E. Drug Test:**

4 A laboratory analysis of a urine sample to determine the presence of  
5 certain prohibited drugs or their metabolites in the body.

6 **F. Drugs:**

7 Controlled substances, designer drugs (drug substances not approved  
8 for medical or other use by the U.S. Drug Enforcement Administration or the U.S.  
9 Food and Drug Administration), and/or over-the-counter preparations available  
10 without a prescription from a medical doctor that are capable of impairing an  
11 employee's mental or physical ability to safely, efficiently, and accurately perform  
12 work duties.

13 **G. Medical Review Officer (MRO):**

14 A medical doctor trained in toxicology who contracts with employers  
15 primarily to review positive preliminary drug test results with employees. The MRO  
16 determines whether or not the results are likely to have been caused by factors other  
17 than drug abuse.

18 **H. On Duty:**

19 The period of time during which an employee is engaged in activities  
20 which are compensable as work performed on behalf of the County, or the period of  
21 time before or after work when an employee is wearing a uniform, badge, or other  
22 insignia provided by the County, or operating a vehicle or equipment which identifies  
23 Multnomah County.

24 **I. Prescription Medication:**

25 A medication for which an employee is required by law to have a valid,  
26 current prescription.

**J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:**

See "Section IV. B. 1. a" above.

**K. Substance Abuse Professional (SAP):**

A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

**L. Under the Influence of Alcohol:**

See "Section III. B. 3" above.

**M. Under the Influence of Drugs:**

See "Section III. B. 3" above.

---

**LAST CHANCE AGREEMENT**

---

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.
2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my



1 permission to verify my attendance at required meetings. If I do not continue in  
2 the aftercare program, I understand that my employment will be terminated.

3  
4 3. I understand that the signing of this agreement shall allow the Employer the  
5 right to communicate with my physician and/or counselors regarding my status  
6 and progress of rehabilitation and aftercare.

7  
8 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol  
9 testing (urinalysis or breath test) by the Employer for a period of 24 months  
10 from the date I return to work. (This time period will increase accordingly if I  
11 am absent from work, for any reason, for a cumulative period of one month or  
12 more.) I understand that if I refuse to take a drug test or if the test is positive,  
13 my employment will be terminated.

14  
15 5. I agree to return to work upon successful completion of the alcohol/drug  
16 rehabilitation program.

17  
18 6. It is understood that this agreement constitutes a final warning.

19  
20 7. I understand the Employee Assistance Program is available to me should  
21 personal problems arise in the future that may have an effect on my ability to  
22 remain in compliance with the Drug and Alcohol Policy and/or this agreement.

23  
24 8. I realize that violation of the Drug and Alcohol Rules and/or policies at any  
25 time in the future is cause for termination.

26  
27 9. I realize that my employment will be terminated if I fail to meet the  
28 expectations outlined in this Agreement and the letter attached.

**Disciplinary Action**

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88, Juvenile Custody Services Specialist Unit contract.

**Personal Commitment**

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

\_\_\_\_\_  
(Employee) (Date)

\_\_\_\_\_  
(Exempt Employee With (Date)  
Disciplinary Authority)\*\*

\_\_\_\_\_  
(Labor Representative ) (Date)

\_\_\_\_\_  
(Employee's Immediate ( Date)  
Exempt Supervisor\*\*\*)(optional)

\_\_\_\_\_  
(Multnomah County (Date)  
Labor Relations, if applicable\*)

1

2 Footnotes:

3 \* Necessary only if terms of the Labor Agreement are waived or excepted.

4 \*\* Always necessary.

5 \*\*\* Optional in cases in which immediate supervisor does not have termination  
6 authority.

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-11

**Est. Start Time:** 11:05 AM

**Date Submitted:** 07/13/04

---

**Requested Date:** 7/22/04

**Time Requested:** 5 minutes

**Department:** DBCS

**Division:** FPM

**Contact/s:** Wanda Yantis, Debra Crawford

**Phone:** 503-988-3322

**Ext.:** 84242

**I/O Address:** FPM/274

**Presenters:** Wanda Yantis, Debra Crawford, Jody Erickson, Scott Marcy

---

**Agenda Title:** Resolution Approving a Lease of Property Located at 912 NE Kelly, Suites 260 and 264, Gresham, Oregon, from 9th & Kelly LLC, for Office and Public Service Use by the District Attorney Support Enforcement Division

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

---

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services and the District Attorney-Support Enforcement Division request this Resolution be considered under an "expedited process" and allow an exception to the normal Agenda Placement Request timeline. An exception is requested because: 1) The process for negotiating this lease has been extensive; and 2) The District Attorney-Support Enforcement Division's previous lease with City of Gresham expired on June 30, 2004; and they remain in the premises under an approved holdover which must be vacated by July 31, 2004. This Agenda Placement Request, the Resolution, and the prepared Lease are being submitted to the Agenda Review Team requesting an exception to the normal Agenda Placement Request timeline for an expedited review process.

The Department of Business and Community Services requests the Board review the lease and the resolution approving the lease with 9<sup>th</sup> & Kelly LLC for office space in

suites 260 and 264 at 912 NE Kelly, Gresham, Oregon, and authorize the Chair to sign the lease agreement on behalf of the County. The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** District Attorney-Support Enforcement Division manager, Jodi Erickson, and fiscal manager Scott Marcy initiated contact with Dave Brugatto of the City of Gresham regarding their lease of space in the Gresham Public Safety & Schools Building that was expiring and were informed that the lease would not be renewed as the City needed the space. The City offered alternative space at the Gresham District Court building since the County was renegotiating that lease as well, but the District Court space was unacceptable for use by the District Attorney-Support Enforcement Division staff and clients due to location and building condition. District Attorney-Support Enforcement Division requested office space close to MAX, and within short distance to the Gresham District Court building to provide transportation access for clients and staff. Facilities & Property Management was unable to locate sufficient, acceptable, and available space in the East County/Gresham area within existing County owned buildings including Multnomah County East and Rockwood Health Clinic. A new office space lease was needed to provide District Attorney-Support Enforcement Division relocation opportunity before the City of Gresham lease expired.

The 9<sup>th</sup> & Kelly Building is conveniently located for the District Attorney-Support Enforcement Division staff and clients by being only one block north of Multnomah County East, the MAX lines and a Tri Met parking structure. The State Services Division offices are located on the 1<sup>st</sup> floor of the building, and co-location of the District Attorney-Support Enforcement Division on the 2<sup>nd</sup> floor provides convenience to the SED clients; many of whom already attend appointments with the State Services Division. The building is ADA compliant and IT enhanced, and the building owner has been accommodating with regard to improvements in the vacant 2<sup>nd</sup> floor office space for compliance with the District Attorney-Support Enforcement Division's federally mandated security requirements in order to lease the space to the County.

3. **Explain the fiscal impact (current year and ongoing).** Fiscal Year 2005 Impact: Lease payments for rent during the initial 3-year term of this lease agreement will be \$11.50 per square foot on approximately 2,299 square feet of leased space; which is approximately \$2,499.75 per month or approximately \$27,497 for 11 months rent in FY05. Rent includes the County's pro-rata share of estimated O&M expenses and the lease provides for annual reconciliation of O&M expenses. The two suites (#260 and #264) have been combined into one large suite at the District Attorney-Support Enforcement Division request via tenant improvements negotiated through Facilities and Property Management with the owner. Construction costs, estimated at approximately \$42,348, will be completed by July 30, 2004. Other costs related to the District Attorney-Support Enforcement Division move to the 9<sup>th</sup> & Kelly Building from the existing leased space at City of Gresham Public Works & Schools include IT and Herman Miller costs are estimated at \$41,554, and relocation and F/M project management costs estimated at \$11,500. The total estimated costs for tenant improvements and relocation is approximately \$95,402, and will be paid by District Attorney-Support Enforcement Division. If the estimated tenant improvement costs are added to the 3-year lease term

rent, the cost per square foot would be approximately \$17.64. Comparable market rents in Gresham were found to be \$16.50-\$18 per square foot depending upon terms and location. The 9<sup>th</sup> & Kelly Building lease provides the County with the option to renew for an additional 3-year term beginning 8/1/07 with the rent set at the greater of \$11.50 per square foot, or \$11.50/square foot plus the percentage change in the CPI-Portland index between 6/1/04-6/1/07.

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

**If a budget modification, explain: N/A**

- ❖ **What revenue is being changed and why? N/A**
- ❖ **What budgets are increased/decreased? N/A**
- ❖ **What do the changes accomplish? N/A**
- ❖ **Do any personnel actions result from this budget modification? Explain. N/A**
- ❖ **Is the revenue one-time-only in nature? N/A**
- ❖ **If a grant, what period does the grant cover? N/A**
- ❖ **When the grant expires, what are funding plans? N/A**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: N/A**

- ❖ **Why was the expenditure not included in the annual budget process? N/A**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure? N/A**
- ❖ **Why are no other department/agency fund sources available? N/A**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. N/A**
- ❖ **Has this request been made before? When? What was the outcome? N/A**

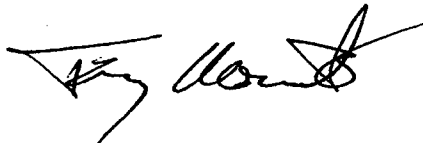
**If grant application/notice of intent, explain: N/A**

- ❖ **Who is the granting agency? N/A**
- ❖ **Specify grant requirements and goals. N/A**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment? N/A**
- ❖ **What are the estimated filing timelines? N/A**
- ❖ **If a grant, what period does the grant cover? N/A**
- ❖ **When the grant expires, what are funding plans? N/A**
- ❖ **How will the county indirect and departmental overhead costs be covered? N/A**

- 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.** Facilities & Property Management has involved the District Attorney's office, Property Managers for East County buildings, County IT, and Pacific Office Furnishings in the determination of surplus property status, tenant improvements, IT system support and relocation costs. Market rents and alternative leased space investigated through

American Property Management, KMO Consultants, and Co-Star Group Real Estate Information.

**Required Signatures:**



**Department/Agency Director:** \_\_\_\_\_

**Date:** 07/13/04

**Budget Analyst**



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

**Date:** 07/13/04

**Dept/Countywide HR**

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

**Date:**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Approving A Lease Of Property Located At 912 NE Kelly, Suites 260 and 264,  
Gresham, Oregon From 9<sup>th</sup> & Kelly LLC For Office and Public Service Use by the  
District Attorney Support Enforcement Division.

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

- a. Property located at 912 NE Kelly, Gresham, Oregon, (Property) has been identified as being necessary for use by the District Attorney Support Enforcement Division for offices and public service location for child support enforcement.
- b. The attached lease has been negotiated with the owner of the property.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

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

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

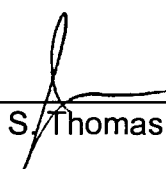
ADOPTED this 22nd day of July, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By  \_\_\_\_\_  
John S. Thomas, Assistant County Attorney



**LEASE**

Date: \_\_\_\_\_, 2004

Between: Multnomah County, Oregon ("Tenant")  
Facilities and Property Management  
Attn: Asset Management-Leases  
401 N. Dixon Street  
Portland, OR 97227  
Phone: 503-988-3322  
FAX: 503-988-5082

And: 9<sup>th</sup> & Kelly LLC ("Landlord")  
Attn: Steve Busk  
912 NE Kelly Avenue, Suite 201  
Gresham, OR 97030  
Phone: 503-481-1999

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 2,299 useable square feet as shown in Exhibit "A" of this Lease, commonly known as Executive Suites 260 and 264, in the building located at 912 NE Kelly Avenue, Gresham, OR.

Landlord shall operate and maintain a Common Area as shown on the attached Exhibit "A" for its intended purposes and may from time to time change the size, location, nature and use of the Common Area and make installations thereon and remove same; provided unless required by law or due to some other reason outside the control of Landlord, Landlord agrees not to materially change the size, location, nature or use of the Common Area without the prior written consent of Tenant, such consent not to be unreasonably withheld or delayed. Tenant and Tenant's employees, agents, representatives and invitees shall have the non-exclusive right to use the Common Area as designated by Landlord, subject to such reasonable rules and regulations as Landlord may impose. Landlord may at any time temporarily close the

Common Area to make repairs or changes and may do such other acts in and to the Common Area as in its judgment may be desirable.

## **Section 1.      Occupancy**

**1.1 Original Term.** The term of this lease shall commence on August 1, 2004 and continue through July 31, 2007, unless sooner terminated as hereinafter provided.

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on August 1, 2004.

**1.3 Renewal Option.** If the lease is not in default at the time this option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for an additional term of three (3) years, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent. Base Rent for the renewal term shall be the greater of (a) the base rent per square foot during the initial term, or (b) the initial term base rent per square foot increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index entitled Consumer Price Index - All Urban Consumers - Portland-Salem, OR-WA (1982-84 = 100) or the nearest comparable data on changes in the cost of living if such index is no longer published.

## **Section 2.      Rent**

**2.1 Rent.** Tenant shall pay to Landlord as rent the sum of \$2,466.75 per month for the initial lease term. Rent shall include the County's pro-rata share of operating, utility & maintenance expenses (O&M), excluding taxes and assessments.

Base rent will be calculated upon 2,574 rentable square feet of leased premises at a rate of \$8.50 per square foot base rent, plus \$3.00 per square foot (total of \$7722.00 per year) for estimated operating, utility & maintenance costs, more particularly described in Section 2.2. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord.

**2.2 Annual Reconciliation of Expenses.** Prior to August 31<sup>st</sup> of each year, Landlord will provide Tenant with an unaudited detailed statement of Landlord's operating, utility & maintenance costs and a statement of Tenant's prorata share of such costs. As used in this lease, "tenant's prorata share" means the fraction of the total expenses determined by dividing the area of tenant's rentable space by the total rentable space in the building. As used in this Lease, the term "operating, utility and maintenance costs" means the actual reasonable costs incurred by Landlord during the period August 1 through July 31 of each lease year for utilities and for operation and maintenance of the building. If the operating, utility and maintenance costs exceed \$7,722.00 Tenant shall pay Landlord the difference within 30 days of receipt of the reconciliation. If such costs are less than \$7,722.00, Landlord shall pay tenant the difference within 30 days of the date the reconciliation is to be provided to Tenant but not later than September 30.

**2.3 Audit** At any time after Landlord's statement of operating, utility and maintenance costs is due, whether or not it has been submitted and whether or not Tenant has accepted a refund or paid an increase, Tenant may request an audit of Landlord's expenses to be performed by Tenant at Tenant's expense. Landlord shall keep proper books of account and other records pertaining to operating, utility and maintenance costs and make them available at a location reasonably accessible to Tenant, who may inspect and copy all such books and records at all reasonable times to verify actual expenses.

**2.4 Additional Rent.** Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

**2.5 Rent Commencement.** The rent shall commence on August 1, 2004, and continue through June 30, 2007, unless sooner terminated as hereinafter provided.

### **Section 3. Use of the Premises**

**3.1 Permitted Use.** The Premises shall be used for office and public service use by the District Attorney Support Enforcement and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

**3.2 Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

**3.3 Hazardous Substances.** Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous

Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**3.4 Parking.** Lease of the Premises does not include on-site parking. Tenant, its employees and clientele will refrain from using parking spaces in the building parking lot which are reserved for the existing State office tenant. Tenant shall not be responsible for unauthorized use of the parking spaces by Tenant's clients.

#### **Section 4. Repairs and Maintenance**

**4.1 Maintenance and Repair of Premises.** Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing dead, damaged or diseased plant materials when Landlord determines the necessity to do so. Carpets shall be repaired and replaced as determined necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes. Landlord shall be given a reasonable time period to complete repairs necessitated under this section. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by tenant or if landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises broom clean and in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

**4.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

**4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

**4.4 Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

## **Section 5. Alterations**

**5.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Requests for alterations shall be made to Landlord in writing from Tenant. Landlord will perform such alterations at Tenant's expense.

**5.2 Tenant Improvements.** Landlord shall construct the tenant improvements described on the attached **Exhibit B** ("Tenant  
Page 6 of 15

Improvements 912 NE Kelly Ave, Suites 260 & 264"). Tenant shall pay Landlord \$42,348 within 30 days upon completion of construction, and acceptance of the work by Tenant. The tenant improvements shall be done in a good and workmanlike manner and shall be to 9<sup>th</sup> & Kelly Building tenant finish standards.

The Landlord will commence construction and complete all tenant improvements by July 31, 2004 as provided in the construction schedule attached as **Exhibit C**.

Tenant shall provide Landlord with a copy of its authorized work order for the tenant improvements, attached as **Exhibit D**.

**5.3 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise, or by other agreement between Landlord and Tenant. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

## **Section 6. Insurance**

**6.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

**6.2 Liability Insurance.** Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, and shall name Landlord as an additional insured.

**6.3 Insurance Documentation; Self-insurance.** Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property. If Tenant is self-insured for liability, in lieu of providing the insurance required by paragraph 6.2, Tenant shall provide a letter to Landlord stating that fact.

**6.4 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## **Section 7. Taxes**

**7.1 Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises.

**7.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

**7.3 Contest of Taxes.** Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

**7.4 Proration of Taxes.** Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.



**7.5 Exemption from Real Property Taxes.** Tenant is a public Body and is eligible for real property tax exemption as provided for by ORS 307.112, and will apply for said exemption. The rent payable by Tenant under terms of the lease agreement has been established to reflect the savings resulting from the exemption from taxation.

## **Section 8. Services and Utilities.**

**8.1 Landlord and Tenant Responsibilities.** Landlord will cause the following utilities and services to be furnished to the Premises: Water, sewer, electricity, gas, garbage service, janitorial service and supplies, interior and exterior window washing and snow and ice removal.

**8.2 Recycling Materials.** Landlord shall support the policy for recycling materials as provided in ORS 279.560 to the extent possible by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available.

## **Section 9. Damage and Destruction**

**9.1 Partial Damage.** If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

**9.2 Destruction.** If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except

Page 9 of 15

for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

**9.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**9.4 Damage Late in Term.** If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

## **Section 10. Liability and Indemnity**

### **10.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**10.2 Indemnification.** Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or

under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

**10.3 Oregon Tort Claims Act.** Any covenant herein by the Tenant to defend, indemnify or hold harmless the Landlord, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and the monetary limits in ORS 30.270.

## **Section 11. Quiet Enjoyment; Mortgage Priority**

### **11.1 Landlord's Warranties.**

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements at the date of execution of the Lease for occupancy by Tenant, for the permitted uses under this Lease, and to the extent enforceable at the date of execution of this lease, meet the requirements of the Americans With Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.233.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector, qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

## **Section 12. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be

unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

### **Section 13. Default**

The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

**13.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**13.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

**Section 14. Remedies on Default.** In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

### **Section 15. Surrender at Expiration**

**15.1 Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

### **15.2 Fixtures**

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

### **15.3 Holdover**

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and rental rate, which Landlord may increase commensurate with increases in operating and maintenance expenses for the Premises. Failure of

Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 16. Miscellaneous**

**16.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**16.2 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16.5 Entry for Inspection.** Landlord shall, subject to the provisions of paragraph 4.3, have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises. Landlord agrees to give 24 hour written notice to tenant before entry for inspection under this clause.

**16.6 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of ten

Page 14 of 15

percent (10%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

**16.7 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

**16.8 Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

**16.9 Early Termination.** Landlord or Tenant may terminate this Lease for any reason with minimum one hundred twenty (120) day written notice to the other prior to the date of termination.

For Landlord:

Steve Busk  
Steve Busk, Owner

Date: 7/14/2004

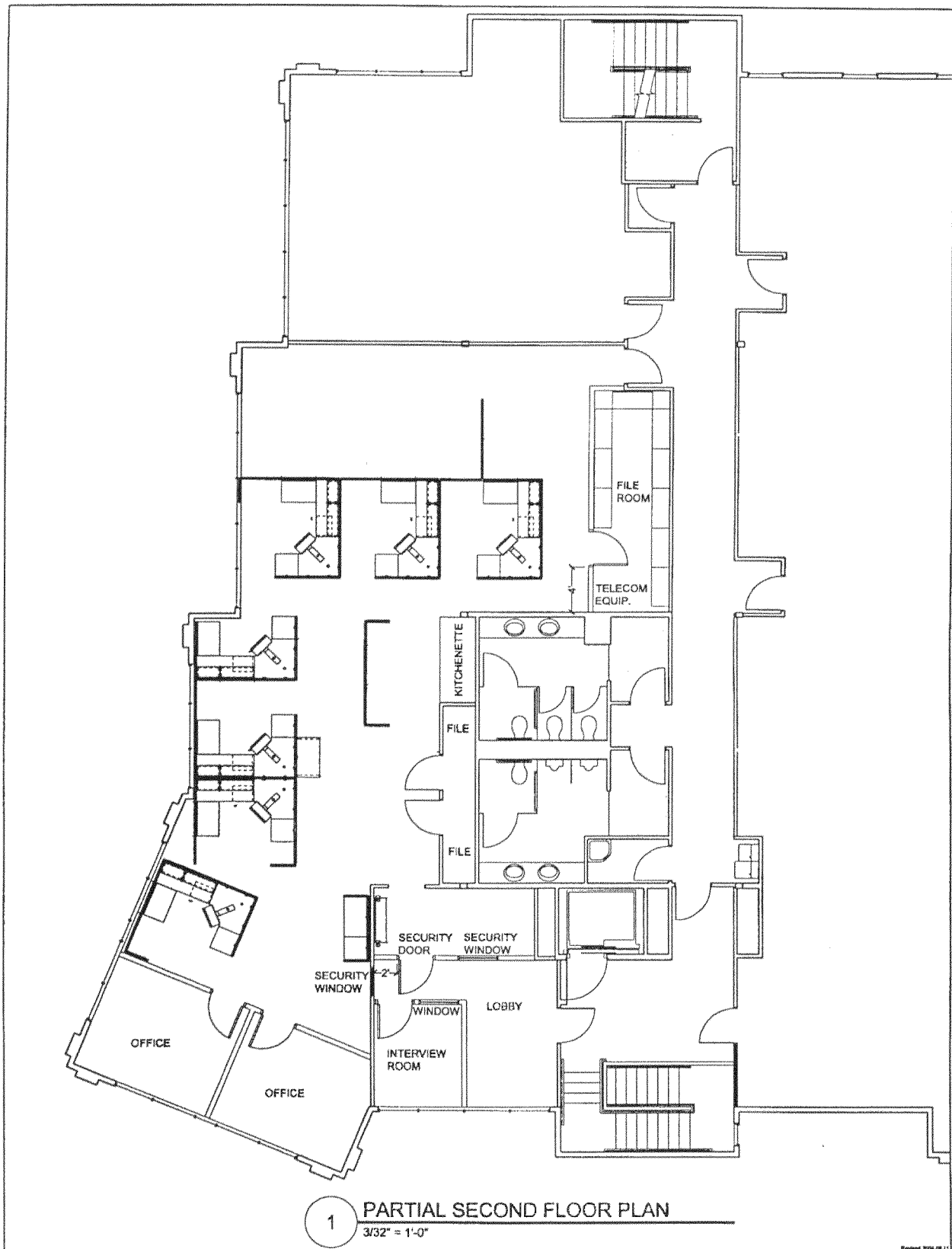
For Tenant:  
Multnomah County, Oregon

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
By: Diane M. Linn, County Chair

Reviewed By:

John S. Thomas Date 7/14/04  
Assistant County Attorney for Multnomah County

# EXHIBIT A





# **EXHIBIT B**

## **TENANT IMPROVEMENTS**

### **912 NE KELLY AVE.**

### **SUITES 260 & 264**

The following are specifications for the tenant improvements as per the Multnomah County notification:

#### **Demo and prep:**

Remove and dispose of the demising wall between 260 & 264 suites. Modify the ceiling grid at that intersection to comply with seismic requirements. Supply and install matching carpet where the void will occur.

#### **Hard wall office separation:**

Supply and install steel studding, insulation and 5/8" sheet rock to create two private office spaces, one interview room, and a secured separation wall at the reception area and a secured file room area as per Sam Lasko's plan. (See Revisions from the original). Insulation will be S&I in the walls and in the ceiling to minimize noise. The file room walls are to extend above the ceiling grid to the roof deck. Both the reception secured wall and the new file wall are to be reinforced on one side with plywood as requested. The wall finish is to be smooth wall with paint to match the existing wall surfaces. All new wall bases to have rubber base to match existing. The two new offices will have doors with 6" by 2' glass fixed in them. The interview room will have a 3' by 4' fixed window on the new north wall. New spaces will be equipped with switches to individually operate the ceiling lights. Lights will be relocated and added for adequate and uniform lighting. (6) New light fixtures will be supplied and installed.

#### **Kitchenette:**

Owner will supply and install base cabinets and plastic countertop to conform to ADA requirements in the space as per drawing. A 5" deep stainless single sink with single handle valve will be installed as per code. GFCI outlet will be supplied and installed at counter. Microwave and Refrigerator will have outlets and circuits. Tenant will provide appliances. No exhaust venting was requested. Cabinets to have one bank of drawers and the remaining to be doors. Note ADA requires the sink compartment to be exposed. Owner to S&I white tile back splash.

#### **Electrical and fire alarm:**

Owner to S&I (14) dedicated 20 amp 120 volt branch circuits & receptacles for the following: Computer UPS system, Computer Main Frame, Microwave, under counter Refrigerator, coffee maker, copier, Herman Miller office furniture, file room voice and data and new hard wall space as required. Owner to add (4) new

fire alarm smoke detectors to bring the new space to compliance. (3) New strobes and horns will be S&I to comply. Plenum wiring will be used as required.

**Doors and Locking Hardware:**

New 7'x3' solid core birch doors will be installed where diagramed on the drawing with the addition of another in the reception closet. Two entry area doors will be replaced to conform to the hinging requirement and no glass requirement. The entry / egress doors and the file room will have dead bolt locks. Locking and entry hardware to be levered Falcon series with Schalge C keyways. The keying will be adopted into the master system with the exception of the secured file room key. The file room doors will have metal vents to allow air circulation but disallow unauthorized entry. The secured wall door will have a dedicated circuit ran to it to accommodate a mag lock system provided by the tenant.

**Security Pass thru Window:**

Owner will S&I in the security wall and the adjacent existing wall two Bullet resisting transaction windows using GE Lexgard level 3 material that will meet the Federal regulations. The reception wall window will be four foot in width and three feet high and the adjacent wall to be two foot by three foot. .

**HVAC:**

Return air and conditioned air ductwork and grills will be reconfigured to adapt to the new space as designed.

**Closet Shelving:**

The two existing closet spaces will have shelving installed for the tenant's use. The doors on the closets will be equipped with passage hardware to access smoke dampers.

Herman Miller and other furniture to be supplied by tenant.

Owner to purchase permits and obtains final inspections.

The total of the labor and materials as specified in the above description and the attached drawing is \$42,348.00.

Owner requests a pre-construction conference prior to authorization of the contracted work. Any alterations of the contracted work will require an authorized change order.

Thank you,

Steve Busk,  
Owner / Operator

## EXHIBIT C- CONSTRUCTION SCHEDULE

From: Steve Busk To: Debra Crawford

Date: 6/4/04 Time: 1:32:50 PM

Page 3 of 5

### 912 NE KELLY AVE. SUITES 260 & 264 TENANT IMPROVEMENT CONSTRUCTION SCHEDULE

6-2-2004

Attention: Sam Lasco

I made the revisions as we discussed on site last week. The changes are as follows: Delete one interview room and seven additional ceiling lights above the Herman Miller spaces. Add a second level 3 secured transaction window (4 foot by 3 foot), add a 3 foot by 4 foot fixed window in the remaining interview room, add a dedicated electrical circuit for the secured door at the reception desk to power the mag lock by the County and add two door widows in the new private office spaces.

The tenant improvements will begin upon the Counties execution of an authorized work order and will be completed on or before August 1<sup>st</sup> 2004. The work schedule will commence as follows: Demo, framing and seismic revisions will be completed in the first week. Rough in plumbing and electrical will be complete during the second week. During the third week the wall surfaces will be sheeted and mudded. Finish coats and rubber base will be complete on week four. Cabinetry, windows and doors will be installed the following week. Ceiling tiles and top out of the plumbing and electrical will be done week six with final inspections approved the final week making the move in and operations ready for August 1, 2004.

Thank you,  
Steve Busk, owner

# EXHIBIT D- WORK ORDER



## F & PM SERVICE REQUEST TEMPLATE

[FOR ROUTINE MAINTENANCE / REPAIRS CALL 503 988-3779]

Required Fields Are Highlighted In **BOLD Text**

<b>DATE:</b> 05/26/04	<b>ORIGINATOR</b> DA'S OFFICE	<b>BLDG/FLOOR</b> 106 / 15	<b>Phone:</b> 988-3610 Mobile #	<b>NEW W/O #</b> (LEAVE BLANK) 2008859
<b>DEPT/DIV</b> DA	<b>SEND BILLING TO:</b> DA'S OFFICE	<b>BLDG/FLOOR</b> 106 / 15	<b>CONTACT ON-SITE:</b> JODI ERICKSON	<b>PHONE:</b> 988-3610
<b>BUILDING NAME:</b> NE 9 <sup>TH</sup> & KELLY-CITY OF GRESHAM			<b>ROOM #</b> 2 <sup>ND</sup> FLR	
<b>BRIEF DESCRIPTION OF WORK REQUESTED:</b> TENANT IMPROVEMENT			<b>REQUESTED COMPLETION DATE:</b> JULY 31, 04	
<b>COST CENTER, WBS ELEMENT, OR ORDER</b> DA SED.66			<b>ADD TO EXISTING ORDER #:</b>	

**WORK REQUESTED: (PLEASE USE ALL CAPS, & NUMBER EACH SEPARATE ITEM)**  
RELOCATION AND TENANT IMPROVEMENTS COST FROM GRESHAM PUPIC SAFETY & SCHOOLS BUILDING IN CITY OF GRESHAM TO NEW SITE AT NE 9<sup>TH</sup> & KELLY IN CITY OF GRESHAM. PLEASE SEE ATTACHMENT OF TENANT SPECIFICATIONS. TWO PAGES OF SPECIFICATIONS AND COST, ONE PAGE FLOOR PLAN LAYOUT AND ONE PAGE ON AVT BULLET RESISTING TRANSACTION WINDOW SPECIFICATION.

APPROVED BY:

*Jodi Erickson*  
Operations Administrator 988-3610

**E-MAIL (AS ATTACHMENT) TO FMDISPATCH**  
SEND ANY DRAWINGS WITH COMPLETED FORM TO BLDG 274/DISPATCH  
Optional: FAX TO 503 988-6159 (OR X86159)

### FACILITIES & PROPERTY MANAGEMENT USE ONLY:

**REVIEWED BY FSM:** SAM LASKO

**DATE:** 05/26/04

**SVRQ** ☒

**BASE** ☐ **ESTIMATE ONLY** ☐

**CIP** ☐

**ASSIGN TO TRADE:**

**FSM:** ☒

**PROJECT MGR** ☐

**PLANNING** ☐

**CIP:** ☐

**COMMENTS:** OWNER TO PROVIDE TENANT IMPROVEMENTS AT CLIENT'S REQUEST.  
WORK TO BE COMPLETED BY OR BEFORE JULY 31, 2004

## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-12

**Est. Start Time:** 11:10 AM

**Date Submitted:** 07/13/04

---

**Requested Date:** July 22, 2004

**Time Requested:** 5 minutes

**Department:** DBCS

**Division:** Facilities and Property Mgmt

**Contact/s:** Doug Butler, Wanda Yantis

**Phone:** 503-988-3322

**Ext.:** 84242

**I/O Address:** 274 / FPM

**Presenters:** Doug Butler, Peter Tryon

---

**Agenda Title:** RESOLUTION Declaring a Portion of the Leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Housecall Providers.

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services and the Department of County Human Services request this Resolution be considered under an "expedited process" and allow an exception to the normal Agenda Placement Request timeline. An exception is requested because: 1) The process for negotiating this Sublease has been extensive; and 2) The Sublessee's previous Sublease of this property expired on December 31, 2003; and they remain in the premises under a Holdover Provision. This Agenda Placement Request, the Resolution, and the prepared Sublease are being submitted to the Agenda Review Team requesting an exception to the normal Agenda Placement Request timeline and an expedited review process.

The Department of Business and Community Services, Facilities and Property Management Division, and the Department of County Human Services recommend Approval of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** Multnomah County has leased the property located at

4610 SE Belmont Street, Portland, Oregon, known as Tabor Square, for the past ten years, from 1993 to 2003. The Department of County Human Services Aging and Disability Services, (DCHS-ADS), and its predecessors, have occupied Tabor Square for the full ten year lease term and has used Tabor Square for a Senior Services Center. Multnomah County Facilities and Property Management (FPM) and American Property Management Corporation, (APM), as agent for and on behalf of Weston Investment Company, LLC, negotiated a Second Amendment to Lease for a five-year Lease Extension from January 2004 to December 2008, which was approved by the Board by Resolution 04-063, on May 13, 2004.

DCHS-ADS has used Tabor Square for a Senior Services Center which includes County programs and non-governmental partners including Housecall Providers, which has been a sublessee in the building for approximately seven years. DCHS-ADS states Housecall Providers is a good non-County partner for its Senior Services Center and directed (FPM) to negotiate with Housecall Providers for a new five year Sublease at Tabor Square. FPM negotiated Sublease terms which meet the requirements and needs of DCHS-ADS and Housecall Providers. DCHS-ADS has reviewed the Sublease and finds the Sublease acceptable and that it meets their requirements.

The property Master Lease from APM includes space for the non-County partners. This space is not needed for County uses and must be declared surplus to any County use for the County to enter into this Sublease.

3. **Explain the fiscal impact (current year and ongoing).** The Sublease rental rate is set to cover the initial rental rate of the Master Lease and provides for annual rental adjustments during the term as provided in the Master Lease.

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

**If a budget modification, explain: NONE REQUIRED**

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: NONE REQUIRED**

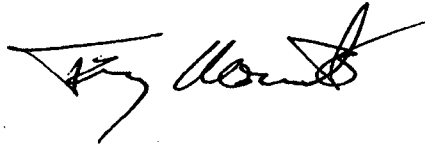
- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain: NONE REQUIRED

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. NONE known at this time..
5. Explain any citizen and/or other government participation that has or will take place. NONE has been required.

**Required Signatures:**



Department/Agency Director: \_\_\_\_\_ Date: 07/13/04

Budget Analyst



By: \_\_\_\_\_ Date: 07/13/04

Dept/Countywide HR

By: Not Required for this Resolution Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Declaring A Portion Of The Leased Property Located At 4610 SE Belmont Street, Portland, Oregon, 97215 To Be Surplus And Approving A Real Property Sublease To Housecall Providers.

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

- a. By Resolution 04-063, the Board approved a lease of the property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) known as Tabor Square, from American Property Management.
- b. A portion of the leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, is, at this time, surplus to any County use.
- c. The attached sublease has been negotiated with Housecall Providers.
- d. It is in the best interests of the County to sublease the Property on the terms and conditions set forth in the attached sublease.

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

1. The Board approves the attached sublease. The County Chair is authorized to execute the sublease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the sublease and to execute amendments to the sublease without further Board action.

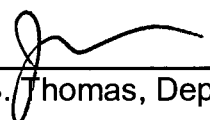
ADOPTED this 22<sup>nd</sup> day of July, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By  \_\_\_\_\_  
John S. Thomas, Deputy County Attorney



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-106**

Declaring a Portion of the Leased Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Housecall Providers

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

- a. By Resolution 04-063, the Board approved a lease of the property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) known as Tabor Square, from American Property Management.
- b. A portion of the leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, is, at this time, surplus to any County use.
- c. The attached sublease has been negotiated with Housecall Providers.
- d. It is in the best interests of the County to sublease the Property on the terms and conditions set forth in the attached sublease.

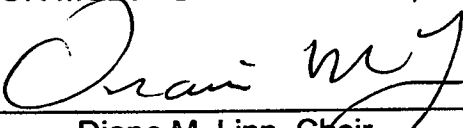
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached sublease. The County Chair is authorized to execute the sublease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the sublease and to execute amendments to the sublease without further Board action.

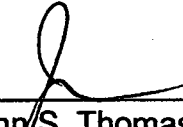
ADOPTED this 22nd day of July, 2004.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John S. Thomas, Deputy County Attorney

## SUBLEASE

Date: August 1, 2004

Between: Multnomah County, Oregon ("Sublessor")  
Facilities and Property Management  
401 North Dixon Street  
Portland, Oregon, 97227-1865

And: House Call Providers ("Sublessee")  
4610 SE Belmont Street  
Portland, Oregon, 97215

Sublessor leases to Sublessee and Sublessee leases from Sublessor the following described property (the "Premises") on the terms and conditions stated below:

Approximately 1,398 square feet of exclusive office space in the building known as Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon, 97215 and as shown on the attached **Exhibit A**.

### Section 1. Master Lease

Sublessor is the lessee of the Premises by virtue of a lease, hereinafter the "Master Lease", wherein American Property Management Corp. (APM) is lessor, hereinafter the "Master Lessor". This Sublease is and shall be at all times subject and subordinate to the Master Lease and Amendments to the Master Lease, attached hereto and made a part of the Sublease as **Exhibit C**.

### Section 2. Occupancy

**2.1 Original Term.** The term of this sublease shall commence August 1, 2004, and continue through December 31, 2008, unless sooner terminated as hereinafter provided.

**2.2 Possession.** Sublessee's right to possession and obligations under this sublease shall commence on August 1, 2004. Sublessor shall have no liability for delays in delivery of possession and Sublessee will not have the right to terminate this sublease because of delay in delivery of possession except as hereinafter provided.

**2.3 Early Termination.** Either party may terminate this sublease upon written notice to the other party given not less than 180 days from the termination date.

**2.4 Renewal Option.** If the Sublessee is not in default at the time the option is exercised or at the time the renewal term is to commence, Sublessee shall have the option to renew this sublease for one term of five years, as follows:

- (1) The renewal term shall commence on the day following expiration of the preceding

term.

(2) The option may be exercised by written notice to Sublessor given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the sublease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the sublease for each renewal term shall be identical with the original term except for rent and except that Sublessee will no longer have any option to renew this Sublease. Rent shall be determined as provided in paragraph 3.2

(4) The right of renewal shall be valid only for the term the Master Lease is in full force and effect, and in the event the Master Lease is terminated for any reason, so shall be this Sublease.

### **Section 3. Rent**

**3.1 Rent.** During the first year of the original term, Sublessee shall pay to Sublessor as rent the sum of \$1,579.74 per month. All rent shall be payable without deduction or setoff of any kind on the first day of each month in advance at the address for Sublessor first above stated or at such place as may be designated by Sublessor. Rent for any partial calendar month shall be prorated based on a 30-day month.

**3.2 Rent Adjustment.** Rent during the term of this sublease and during the option period, if any, shall be adjusted as provided in the Master Lease.

### **Section 4. Use of the Premises.**

**4.1 Permitted Use.** The Premises shall be used for office and public service uses and for no other purpose without the consent of Sublessor and the Master Lessor. Such uses shall be subject to such reasonable rules and regulations as Sublessor may impose.

**4.2 Restrictions on Use.** In connection with the use of the Premises, Sublessee shall:

- (1) Conform to all requirements of the Master Lease and refrain from any activity that would be a breach of the Master Lease.
- (2) Conform to all applicable laws and regulations of any public authority affecting the Premises and correct at Sublessee's expense any failure of compliance created through Sublessee's fault or by reason of Sublessee's use.
- (3) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Sublessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Sublessor to obtain reduced premium rates for long-term fire insurance policies, unless Sublessee pays the additional cost of the insurance.

- (4) Refrain from any use that would be reasonably offensive to other sublessees or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the property.
- (5) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Sublessor.
- (6) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof without the written consent of Sublessor.

**4.3 Hazardous Substances.** Sublessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Sublessee may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 4.1. Sublessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Sublessee's reasonably anticipated needs. Sublessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Sublease, Sublessee shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**4.4 Parking.** Sublessee, its employees, and clientele shall have the use of parking as determined by Sublessor in accordance with **Exhibit B**.

## **Section 5. Repairs and Maintenance**

### **5.1. Sublessor and Sublessee Responsibilities**

(1) Sublessor shall require Master Lessor to provide such maintenance and repairs as are imposed on Master Lessor under the Master Lease. Sublessor shall have met this obligation if, upon receipt of written notice from Sublessee of a condition requiring maintenance and repair, Sublessor shall have forwarded such notice to the Master Lessor with a request that the work described in the notice be done.

(2) Sublessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Sublease, excepting only reasonable wear attributable to Sublessee's use.

(3) Sublessee shall make any repairs necessitated by the negligence of Sublessee, its agents, employees, and invitees.

**5.2 Inspection of Premises.** Sublessor shall have the right to enter upon the Premises at any time to determine Sublessee's compliance with this sublease, to make necessary repairs or to show the Premises to any prospective sublessee, and in addition shall have the right, at any time during the last two months of the term of this sublease, to place and maintain upon the Premises notices for leasing the Premises.

## **Section 6. Condition of Premises; Alterations**

**6.1 Condition; Improvements.** Sublessee accepts the Premises AS IS. Sublessee acknowledges and agrees that neither Sublessor nor Master Lessor has undertaken any obligation to make nor agreed to make any alteration or improvement to the Premises for Sublessee's use or occupancy thereof. If Sublessee desires to alter or improve the Premises in any way, Sublessee shall first obtain Sublessor's and Master Lessor's prior written consent to any such alteration or improvement, and any such alterations or improvements shall be made in accordance with the Master Lease.

**6.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Sublessor or Sublessee shall be the property of Sublessor when installed unless the applicable Sublessor's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Sublessee shall, at Sublessor's option, be removed by Sublessee at Sublessee's expense and the Premises restored unless the applicable Sublessor's consent specifically provides otherwise.

## **Section 7. Insurance**

**7.1 Insurance Required.** Sublessee, at its expense, shall maintain at all times during the Term of this Sublease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Sublessor.

**7.2 Increase in Coverage.** Sublessor may from time to time require that the amount of commercial general liability insurance be increased so that the amount adequately protects Sublessor's interests.

**7.3 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

## **Section 8. Taxes**

**8.1 Property Taxes.** Sublessee shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation, or rental of the Premises, other than taxes on the net income of Sublessee.

**8.2 Sublessee Responsibility for Filing Claim for Exemption.** If Sublessee is entitled to an exemption from payment of taxes, Sublessee shall be responsible for obtaining the appropriate exemption. Sublessee shall provide proof of such exemption to Sublessor upon receipt of notice of approval of the exemption.

**8.3 Special Assessments.** If an assessment for a public improvement is made against the Premises, Sublessor may elect to cause the assessment to be treated the same as general real property taxes under section 8.1.

**8.4 Contest of Taxes.** Sublessee may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Sublessor's interest in the Premises.

**8.5 No Proration of Taxes.** Sublessee shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

**8.6 New Charges or Fees.** If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Sublessee shall pay such charge or fee. However, Sublessee has no obligation to pay any charge or fee based on the income derived by Sublessor from this lease.

**Section 9. Services and Utilities.** Sublessee shall not be responsible for payment of utilities janitorial supplies and services, window washing, trash removal, recycling or snow removal.

## **Section 10. Sublessee's and Sublessor's Representations**

**10.1** Sublessee acknowledges the provisions of the Master Lease and agrees to take the Premises subject to all the terms and conditions of the Master Lease, to use the Premises within the restrictions provided by the Master Lease, and to comply with all terms of the Master Lease, as if Sublessee were the tenant and Sublessor were the landlord under the Master Lease, except that Sublessee's rent shall be equal to the amount set forth in Section 3 of this Sublease.

**10.2** Sublessor represents and warrants that **Exhibit C** contains a true, correct, and complete copy of the Master Lease and all amendments to the Master Lease. Sublessee acknowledges and agrees that it has read and is familiar with the terms of the Master Lease and all amendments to the Master Lease.

## **Section 11. Liens**

**11.1** Except with respect to activities for which Sublessor is responsible, Sublessee

shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Sublessee fails to pay any such claims or to discharge any lien, Sublessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Sublessor and shall be payable on demand. Such action by Sublessor shall not constitute a waiver of any right or remedy, which Sublessor may have on account of Sublessee's default.

**11.2** Sublessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Sublessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Sublessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Sublessor cash or sufficient corporate surety bond or other surety satisfactory to Sublessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**Section 12. Indemnification.** Sublessee hereby agrees to indemnify, defend, protect, and hold harmless Sublessor and Master Lessor from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Sublessee's failure to perform its obligations under this Sublease or arising out of use of the Premises by Sublessee or its agents, employees, contractors, customers, or invitees.

**Section 13. Assignment and Subletting.** Sublessee shall not assign its interest under the Sublease nor sublet all or any portion of the Premises without first obtaining Sublessor's and Master Lessor's prior written consent. If Master Lessor approves further subleasing or assignment by Sublessee, Sublessor shall not unreasonably withhold its consent. No assignment or sublease shall release Sublessee from its obligations under this Sublease.

**Section 14. Default.** The following shall be events of default:

**14.1 Default in Rent.** Failure of Sublessee to pay rent or other charge within 10 days after it is due.

**14.2 Default in Other Covenants.** Failure of Sublessee to comply with any term or condition or fulfill any obligation of this sublease (other than the payment of rent or other charges) within 20 days after written notice by Sublessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Sublessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**14.3 Insolvency.** Insolvency of Sublessee; an assignment by Sublessee for the benefit of creditors; the filing by Sublessee of a voluntary petition in bankruptcy; an adjudication that Sublessee is bankrupt or the appointment of a receiver of the properties of Sublessee; the filing of any involuntary petition of bankruptcy and failure of Sublessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Sublessee to secure discharge of the attachment or release of the levy of

execution within 10 days shall constitute a default. If Sublessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Sublessor that they have unconditionally acquired the interest of the one causing the default. If this sublease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Sublessee under this sublease.

**Section 15. Remedies on Default.** In the event of default by Sublessee, this Sublease may be terminated at the option of Sublessor by written notice to Sublessee. Whether or not this Sublease is terminated by the election of Sublessor, Sublessor shall be entitled to pursue any remedies available to Sublessor under applicable law.

**Section 16. Surrender at Expiration,**

**16.1 Condition of Premises on Termination.** Upon expiration of the sublease term or earlier termination on account of default, Sublessee shall deliver all keys to Sublessor and surrender the Premises in first-class condition and broom clean. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Sublessee is responsible shall be completed to the latest practical date prior to such surrender.

**16.2 Removal of Possessions.** Prior to expiration or other termination of the sublease term Sublessee shall remove all furnishings, furniture, and trade fixtures that remain its property. If Sublessee fails to do so, this shall be an abandonment of the property, and Sublessor may retain the property and all rights of Sublessee with respect to it shall cease or, by notice in writing given to Sublessee within 20 days after removal was required, Sublessor may elect to hold Sublessee to its obligation of removal. If Sublessor elects to require Sublessee to remove, Sublessor may effect a removal and place the property in public storage for Sublessee's account. Sublessee shall be liable to Sublessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Sublessor.

**16.3 Holdover**

- (1) If Sublessee does not vacate the Premises at the time required, Sublessor shall have the option to treat Sublessee as a sublessee from month to month, subject to all of the provisions of this sublease. Failure of Sublessee to remove fixtures, furniture, furnishings, or trade fixtures that Sublessee is required to remove under this sublease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another sublessee or with occupancy by Sublessor for any purpose including preparation for a new sublessee.
- (2) If a month-to-month tenancy results from a holdover by Sublessee under this



Section 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Sublessor given not less than 20 days prior to the termination date which shall be specified in the notice. Sublessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 17. Miscellaneous**

**17.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**17.2 Notices.** Any notice required or permitted under this sublease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this sublease or to such other address as may be specified from time to time by either of the parties in writing.

**17.3 Recordation.** This sublease shall not be recorded without the written consent of Sublessor.

**17.4 Risk of Loss.** Sublessee shall be fully responsible for and shall assume all risk of loss of its personal property, furniture, fixtures, equipment, and furnishings in the Premises.

**17.5 Time of Essence.** Time is of the essence of the performance of each of Sublessee's obligations under this sublease.

**17.6 Confidentiality of Business Information.** Sublessor and Sublessee acknowledge that Sublessor's use of the Premises and Sublessee's permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature, and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. Sublessor and Sublessee, for themselves, their agents, employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. Sublessor and Sublessee acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the Sublease, for which the non-violating party may terminate the Sublease and for which additional remedies may also be available.

**17.7 Master Lessor's Consent to Sublease.** The Master Lessor under the Master Lease, hereby consents to the foregoing Sublease without waiver of any restriction in the Master Lease concerning further assignment of subletting. Master Lessor certifies that, as of the date of Master Lessor's execution hereof, Sublessor, is not in default or breach of any of the provisions

of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the foregoing Sublease. Sublessee's agreement to perform such obligations shall not release Sublessor of its primary and unconditional liability for payment of rental and other charges and performance of Sublessor's obligations as Tenant under the Master Lease during the full term of the Master Lease.

Sublessor:  
MULTNOMAH COUNTY

By:   
Diane Linn, County Chair

Sublessee:  
HOUSE CALL PROVIDERS

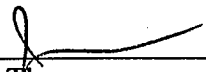
By: Benneth Husted DO

Title: Executive Medical Director

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

Master Lessor:  
AMERICAN PROPERTY  
MANAGEMENT CORP.

By:   
John S. Thomas  
Deputy County Attorney

By: \_\_\_\_\_  
Douglas D. Lindholm  
Vice President of Commercial Property

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-12 DATE 07.22.04  
DEBORAH L. BOGSTAD, BOARD CLERK

Occupant Information

① Space 1  
1,398 SqFt  
House Call Providers  
Exclusive Use Space

**Tabor Square Office Building - 409**

4610 SE Belmont Street  
Portland, Oregon 97215

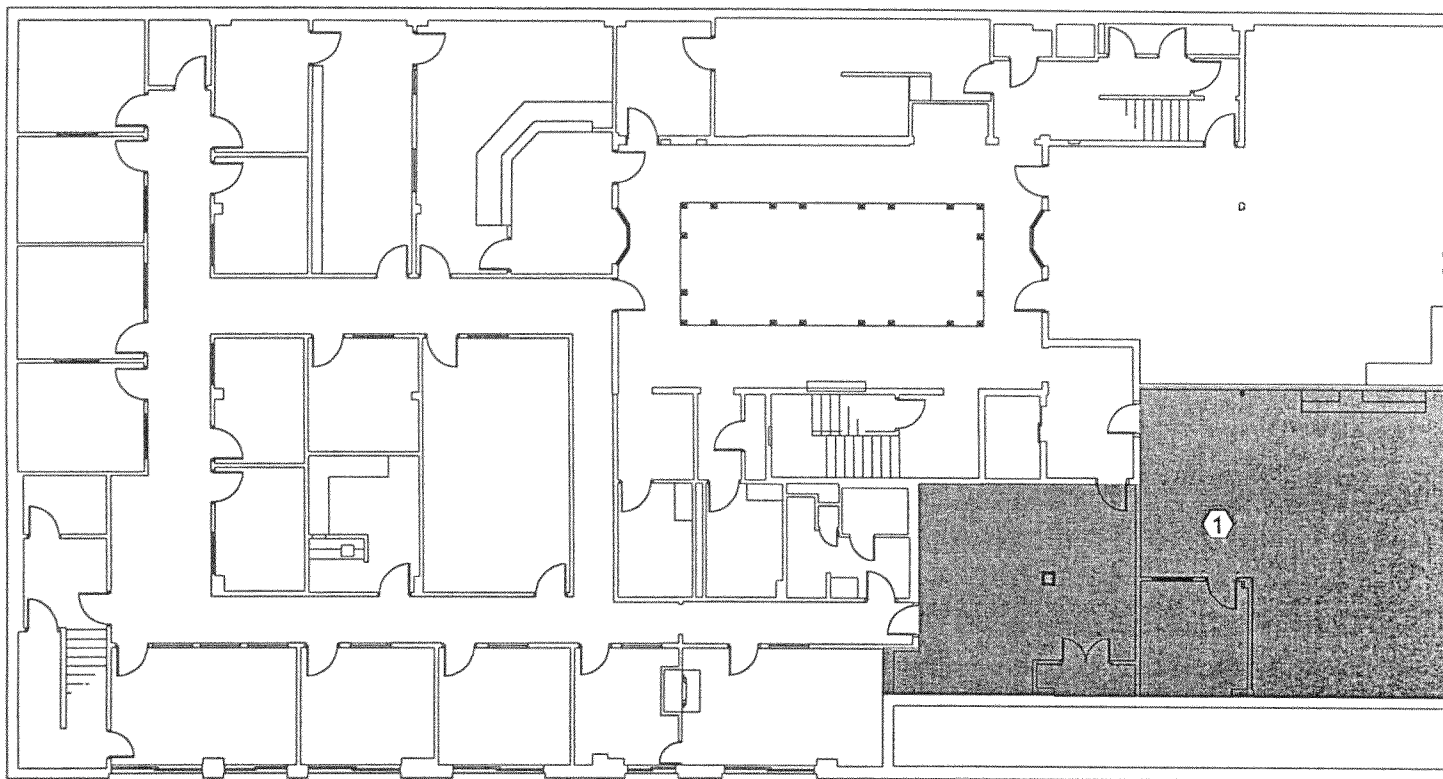


Exhibit A

Lower Level 1

Measured by: Brett Taute  
Date: 29 June 2004  
Control # X-05-014



## EXHIBIT B

### TABOR SQUARE BUILDING: PARKING PLAN FOR SUBLESSOR AND SUBLESSEES AUGUST 2004

1. Guiding Principles for Parking Allocation and Assignment:
  - Client and Guest parking is the priority.
  - No staff parking in client areas at any time.
  - Parking will be managed on an ongoing basis, by the County DCHS.
2. Tabor Building Adjacent Building Parking Lots:
  - Allocation, assignment, and marking of parking spaces in the two parking lots adjacent to the building will be by the County DCHS.
  - Distribution and location of parking for Disabled, Handicapped, Special Assistance, Tri-Met Lift-Buses, and Loaves & Fishes "MOW" drivers will be determined by County DCHS.
  -
3. Tabor Building Satellite Parking Lot:
  - Allocation, assignment, and marking of parking spaces in the satellite parking lot will be as follows:
    - All parking spaces (43 spaces) will be available to all County, DCHS-Partners, Tabor Square clients and guests on a "first-come" basis.
    - If parking congestion or conflicts occur, the County DCHS will study the situation and then allocate, assign, and mark parking spaces as necessary.
4. Parking Plan Review:
  - The Tabor Square Parking Plan will be reviewed in July of each year by the County DCHS.
  - Allocation, assignment, and marking of parking spaces will be assessed and modified as necessary based upon parking needs and parking issues.

**EXHIBIT C**

**MASTER LEASE AND AMENDMENTS**



## MULTNOMAH COUNTY OREGON

---

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

---

**TABOR SQUARE BUILDING**  
**4610 SE BELMONT STREET**  
**PORTLAND, OR 97215**

**AMERICAN PROPERTY MANAGEMENT**  
**AGENT FOR WESTON INVESTMENT CO.**

**ORIGINAL LEASE:**

August 1, 1993 to December 31, 2003

**FIRST AMENDMENT:**

June 24, 1997 to December 31, 2003

**SECOND AMENDMENT:**

January 1, 2004 to December 31, 2008  
(Executed May 13, 2004)

# MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

LEASE TYPE: Revenue ☐ Expense ☒ County Owned ☐ Renewal ☒  
Tax Exemption Filing: XX Yes No

**COPY**

LEASE NAME: TABOR SQUARE BUILDING (APM: #C-01-285-6688-02) (MC: L-04 / B-409)  
LEASE AGREEMENT, July 8, 1993  
FIRST AMENDMENT, June 24, 1997  
SECOND AMENDMENT, April 21, 2004 (BCC Resolution 04-063, May 13, 2004)

LESSOR: AMERICAN PROPERTY MANAGEMENT CORP., Agent for Weston Investment Co. LLC  
Local Address: 2154 NE Broadway, Portland, OR, 97232  
P.O. Box 12127, Portland, OR 97212  
Contact: Jackie Mullen, Doug Lindholm Phone: 503-281-7779 Fax: 503-460-2616  
LESSOR Taxpayer ID: 93-1173413 VENDOR No: 15999

LESSEE: MULTNOMAH COUNTY, OREGON  
Address: 401 N. Dixon Street, Portland, Oregon, 97227-1865  
Phone: 503-988-3322  
COUNTY: Department of County Human Services, Aging & Disability Services Section  
Contact: Steve Bullock, X26344 Scott Henderson, X22798  
Address of lease and purpose: 4610 SE Belmont Street, Portland, OR 97215  
DCHS-ADS Offices and Senior Services Center

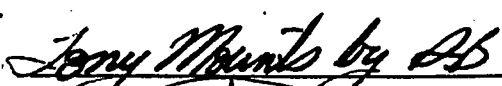

LEASE Commencement Date: August 1, 1993 Expiration: December 31, 2003  
2<sup>nd</sup> AMENDMENT Commencement Date: January 1, 2004 Expiration: December 31, 2008  
Execution Date: May 13, 2004

Monthly Payment Terms:	Base Rents/mo	Other Charges/mo	FY Annual Total
FY 03-04 Jan-Jun	\$27,115.46	\$000	\$162,693
est.*: FY 04-05	\$27,900	\$000	\$334,800
est.*: FY 05-06	\$28,750	\$000	\$345,000
est.*: FY 06-07	\$29,650	\$000	\$355,800
est.*: FY 07-08	\$30,500	\$000	\$366,000
est.*: FY 08-09 Jul-Dec	\$31,500	\$000	\$189,000
Total Amount of Lease Agreement:			\$1,753,293

\*est.: 2<sup>nd</sup> Amendment, Article 5: Rental Adjustment in August will be based on May CPI, US City Average

Business Area	Cost Center/WBS	Project/File Number	CO. Bldg #/Name
3505	B409 BASE / 60210	L-04	MC 00079 / B-409

## Required Signatures

		Date:
Department Head		5/21/04
Property Management		5/20/04
County Counsel	See Executed Lease Amendment	May 13, 2004
County Chair	See Executed Lease Amendment	May 13, 2004

Contract Number: 4600001465 (from SAP O/A #) Req# N/A



# AMERICAN PROPERTY MANAGEMENT CORP.

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone 503-281-7779 Fax 503-460-2616

## SECOND AMENDMENT TO LEASE LEASE EXTENSION

April 21, 2004

# COPY

AMERICAN PROPERTY MANAGEMENT Account #C-01-285-6688-02  
MULTNOMAH COUNTY Lease # L-04 / Building # B-409

It is mutually agreed that the Lease Agreement dated July 9, 1993 and the First Amendment to Lease, dated June 24, 1997, ("collectively the "LEASE"), between AMERICAN PROPERTY MANAGEMENT CORP. as agent for and on behalf of WESTON INVESTMENT CO., L.L.C. ("LESSOR"), and Multnomah County Oregon, a political subdivision of the State of Oregon ("LESSEE"), for 4610 SE Belmont Street, consisting of approximately 26,984 rentable square feet ("Premises") in the Tabor Square Office Building located at 4610 SE Belmont Street, Portland, Oregon 97215 ("Building") is hereby modified as follows:

If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this Second Amendment to Lease shall control.

### Article 1: LEASE TERM

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the Lease term shall be extended for a period of five (5) years and shall terminate December 31, 2008 ("Extension Term").

### Article 2: INITIAL BASE RENTAL

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the initial base rental for the Extension Term shall be \$27,115.46 per month.

The LESSEE shall submit with this signed Second Amendment to Lease, the base rent for the first month of the Extension Term equal to \$27,115.46.

### Article 3: REPAIRS AND IMPROVEMENTS

Section 6.1 of the LEASE, "Repairs and Improvements," shall be amended with the addition of the following:

6.1(a) For Building operations, maintenance, and repairs, LESSEE shall provide notice under this Section to LESSOR'S Commercial Property Manager ("LCPM"). For purposes of this Section, LESSEE shall designate one individual employee to be the LESSEE'S Facility Property Manager, ("FPM"), and shall provide LESSOR with the



name of the FPM. LESSEE reserves the right to designate another FPM if the original FPM is reassigned or leaves LESSEE'S employ. In the event the designated FPM is unavailable, LESSEE reserves the right to assign another FPM as contact.

6.1(b) HVAC seasonal adjustments and other HVAC system repair and maintenance shall be performed by LESSOR at LESSOR'S sole cost, as needed after LESSEE'S FPM contacts LESSOR'S LCPM. The LCPM shall respond at the Premises by the next business day after receipt of notice by the FPM during business hours. For purposes of this Section receipt of notice shall be established by confirmation by LESSEE that notice sent was received at LESSOR'S Fax Number or personal delivery to LESSOR. Business days and hours for HVAC system issues shall be defined as Monday at 8:00am through Friday at 5:00pm (except holidays). After assessing the situation the LCPM will prepare a work order for the LESSOR'S service department, who will perform the work order within three (3) business days, provided the necessary parts are readily available.

6.1(c) Notwithstanding anything provided herein to the contrary, if the HVAC, Mechanical, Plumbing, Electrical, or other necessary system or major component or equipment thereof fails or is non-operational, LESSOR'S LCPM and service department shall respond within the same day of LESSEE'S notice if possible, if not possible no later than the next business day from receipt of notice. LESSOR shall use its best efforts to immediately assess repairs necessary and commence and complete repairs with all deliberate speed

#### **Article 4:     PARKING**

Section 21.1 of the LEASE, "Parking", shall be replaced with the following:

LESSEE shall have the use of the following parking spaces:

##### **Tabor Square Satellite Lot:**

The 43 exclusive regular spaces on a portion of the off-site satellite parking lot located approximately one block west of the building on SE Belmont Avenue and SE 43rd; as shown on the original LEASE Exhibit B-1,

##### **Tabor Square On-Site East Lot:**

The eight (8) exclusive spaces in the east parking lot adjacent to the building; as shown on the original LEASE Exhibit B-2

##### **Tabor Square On-Site South Lot:**

The 13 exclusive spaces in the parking lot directly behind the building; as shown on the original LEASE Exhibit B-3,

The six (6) non-exclusive spaces rented month to month by the LESSOR for the exclusive use of the LESSEE. In the event the LESSOR'S month to month lease for the six parking spaces is terminated, the LESSOR shall reduce the LESSEE'S rental obligation in an amount consistent with the LESSOR'S actual cost to rent the lost parking spaces. The four (4) non-exclusive spaces, as of January 1, 2004, should be available on a first come, first serve basis as shown on the original LEASE Exhibit B-3 and the attached Exhibit B-4. In the event of a dispute with the adjacent property owner, LESSOR will do everything possible to assure LESSEE use of said four non-exclusive spaces.

The LESSEE shall be allowed to re-stripe the exclusive parking spaces to meet LESSEE'S needs with LESSOR'S consent in writing, which shall not unreasonably be withheld.

#### **Article 5: RENTAL ADJUSTMENT**

Section 29.1 of the LEASE, "Rental Adjustment", shall be replaced with the following:

The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), as of May 2003 and the same Consumer Price Index May 2004, and on the same month of each year of the LEASE term thereafter. Such information will be secured from the U.S. Bureau of Labor Statistics. Base rent will be increased by the annual Consumer Price Index increase, not to exceed 5%, on every Rental Adjustment Date (30.1) thereafter during the five (5) year extension term.

#### **Article 6: RENTAL ADJUSTMENT DATES**

Section 30.1 of the LEASE, "Rental Adjustment Dates", shall be amended with the following:

The rental adjustment dates will be:

August 1, 2004

August 1, 2005

August 1, 2006

August 1, 2007

August 1, 2008

#### **Article 7: INTERIOR DESIGN & MODIFICATION**

Section 34.1 of the LEASE, "Interior Design & Modification", and Section 40.1 of the LEASE, "LESSOR Agreed Tenant Improvements", shall be amended with the following:

See Exhibit "D-1," "D-2," and "D-3" Floor Plan and Exhibit "E-1" Interior Space Work Agreement, incorporated herein by reference.

The LESSOR shall provide the Tenant Improvements as described in Exhibits "D-1", "D-2", "D-3", and "E-1" at the LESSOR'S sole expense. The LESSOR shall be responsible for coordinating the tenant improvements after receiving prior written notice from LESSEE no later than twelve (12) months after the Commencement Date. If written notice is not received by December 31, 2004, this Article 7 will become null and void and of no further cause or effect. The LESSEE'S contact person for scheduling tenant improvements is the FPM. If LESSOR arrives to perform tenant improvements on a mutually agreed date and LESSEE is unable to proceed at such time, the LESSOR shall have the option to reschedule at least thirty (30) days out and charge LESSEE a \$150.00 rescheduling fee.

If any provisions contained in this Exhibit "E-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE, the provisions contained in this Exhibit "E-1" Interior Space Work Agreement shall control.

Exhibit "G" Wheelchair Access G1/G2

## **Article 8: JANITORIAL SPECIFICATIONS**

The LEASE shall be amended by the addition of the following as Subsection 5.1(b):  
Janitorial specifications are attached as Exhibit "H."

## **Article 9: ICE SNOW AND DEBRIS REMOVAL**

The Lease shall be amended by the addition of the following as 5.1(c) :

LESSOR will be responsible for the removal of ice, snow or other debris from the areas identified in the attached Exhibit "I" as the debris removal area. In addition, LESSOR shall be responsible for the removal of ice, and snow from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B" in the same manner as described above, except LESSEE shall reimburse LESSOR for the reasonable costs incurred. LESSOR shall be responsible for the regular maintenance, including the removal of debris from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B."

LESSOR will maintain a first response automatic deployment contract with a snow and ice control company through the LEASE term.

## **Article 10: EXPIRATION OF OFFER**

This offer to extend LESSEE'S LEASE shall expire at the sole option of the LESSOR if this Second Amendment to Lease is not signed by the LESSEE and delivered to the LESSOR with no changes and accompanied by appropriate pre-paid monies by May 14, 2004.

The signing of this Second Amendment to Lease by the parties hereto constitutes a Lease between them incorporating all of the terms and conditions contained in the original LEASE heretofore made between LESSEE and LESSOR, or LESSOR'S predecessor in interest, except as modified by the terms of this Second Amendment to Lease. If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the original LEASE, the provisions in this Second Amendment to Lease shall control. This Second Amendment to Lease is to be attached to the original LEASE, which is to be deemed a part of it. This Second Amendment to Lease shall not be binding at the sole option of the LESSOR if, as of the commencement date of the Extension Term herein, the LESSEE is in default under any of the provisions of the original LEASE above described.

## **Article 11: CONFIDENTIALITY OF BUSINESS INFORMATION**

LESSOR and LESSEE acknowledge that LESSEE'S permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. LESSOR and LESSEE, for themselves, their agents, employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. LESSOR and LESSEE acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the LEASE, for which the non-violating party may terminate the LEASE and for which additional remedies may also be available.

#### **Article 12: WAIVER OF SUBROGATION**

Neither LESSOR nor LESSEE shall be liable to the other for any loss arising out of damage to or destruction of the Leased Premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage. All such claims against one another for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of its respective agents, servants, or employees. Each party shall fully provide its own property damage insurance protection at its own expense, and each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, the insurance carriers involved shall not be entitled to subrogation under any circumstance.

#### **Article 13: TENANT IMPROVEMENTS**

The attached Exhibit "E-1" provides specifications and plans for various improvements to the Premises. Notwithstanding Section 39.1 LESSOR shall be responsible for the costs of the identified repairs and renovations detailed in Exhibit "E-1", unless otherwise provided therein.

#### **Article 14: ATTACHMENTS INCLUDED**

This Second Amendment to Lease shall include all of the following attachments hereby incorporated by this reference:

Exhibit "B-4" Tabor Square On-Site South Parking Lot  
Exhibit "D-1" First Floor Plan  
Exhibit "D-2" Second Floor Plan  
Exhibit "D-3" Lower Level Floor Plan  
Exhibit "E-1" Interior Space Work Agreement  
Exhibit "G-1" Wheel Chair Lift  
Exhibit "G-2" Wheel Chair Lift  
Exhibit "H" Janitorial Specifications  
Exhibit "I" Ice and Snow Removal

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day, the month, and the year herein below written, any corporation signature being by authority of its Board of Directors.

**LESSOR:**

**AMERICAN PROPERTY MANAGEMENT CORP.**

as agent for and on behalf of  
WESTON INVESTMENT CO., L.L.C.

By: 

Douglas D. Lindholm

Vice President of Commercial Property

Date: 5.19.04

**LESSEE:**

**Multnomah County Oregon,**

a political subdivision of the State of Oregon

By: 

Diane M. Linn

County Chair

Date: 5.13.04

**COPY**

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: 

Matthew O. Ryan,

Assistant County Attorney

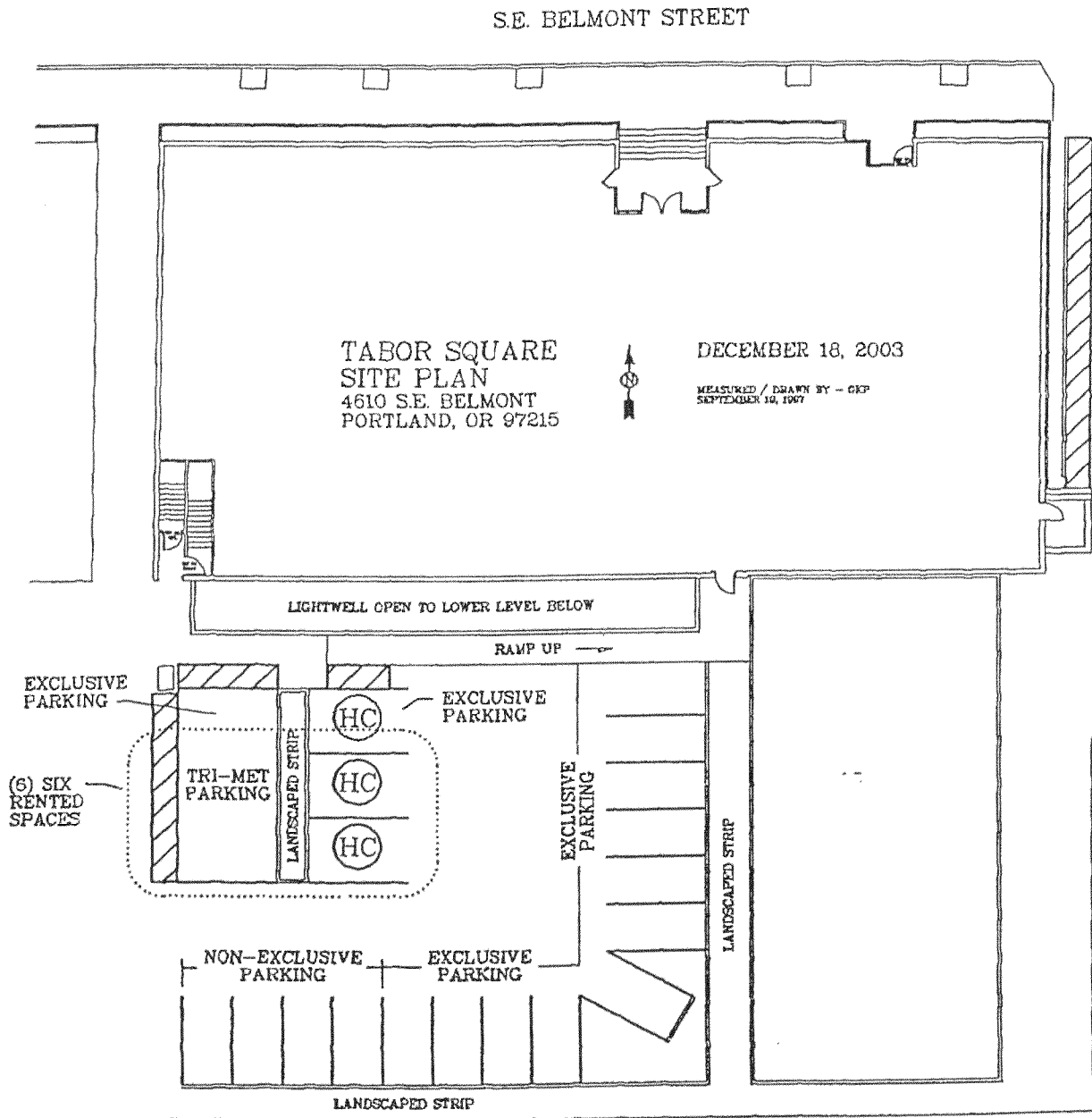
APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # 2.15 DATE 05.13.04

DEBORAH L. BOGSTAD, BOARD CLERK

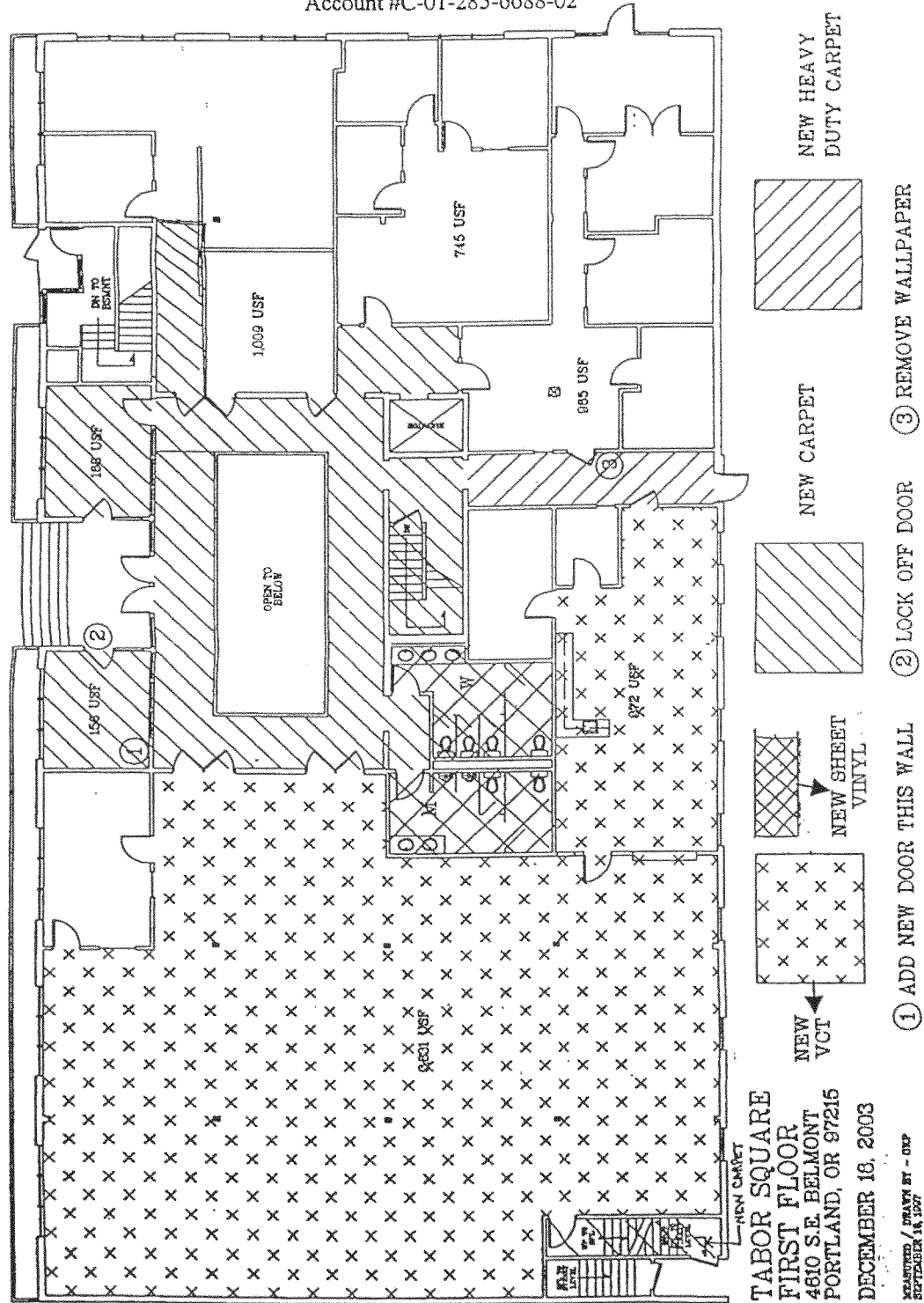
# EXHIBIT "B-4" TABOR SQUARE ON-SITE SOUTH LOT

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



# EXHIBIT "D-1" FIRST FLOOR PLAN

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

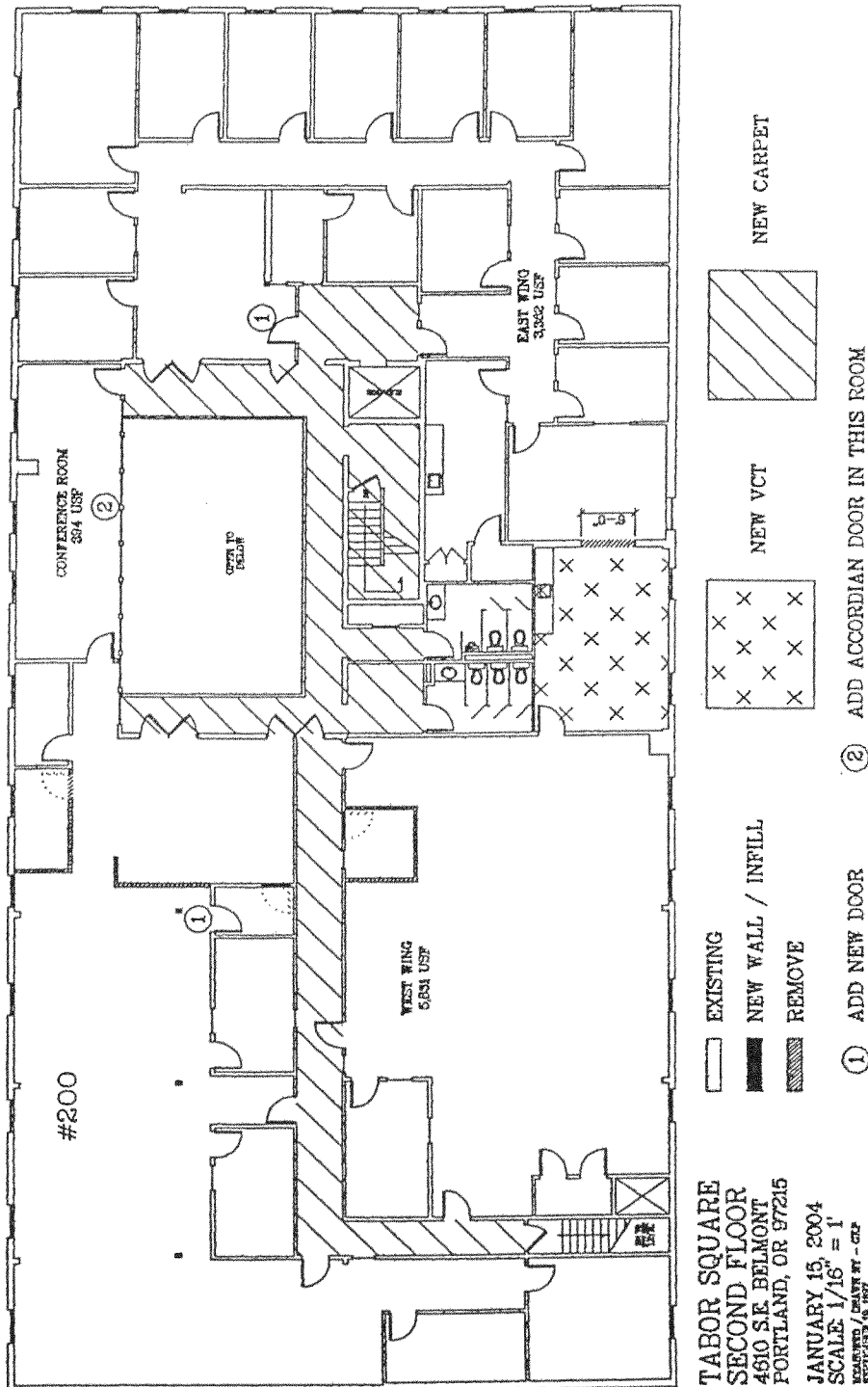


Any changes to this Exhibit "D-1" Floor Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

# EXHIBIT "D-2" SECOND FLOOR PLAN

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



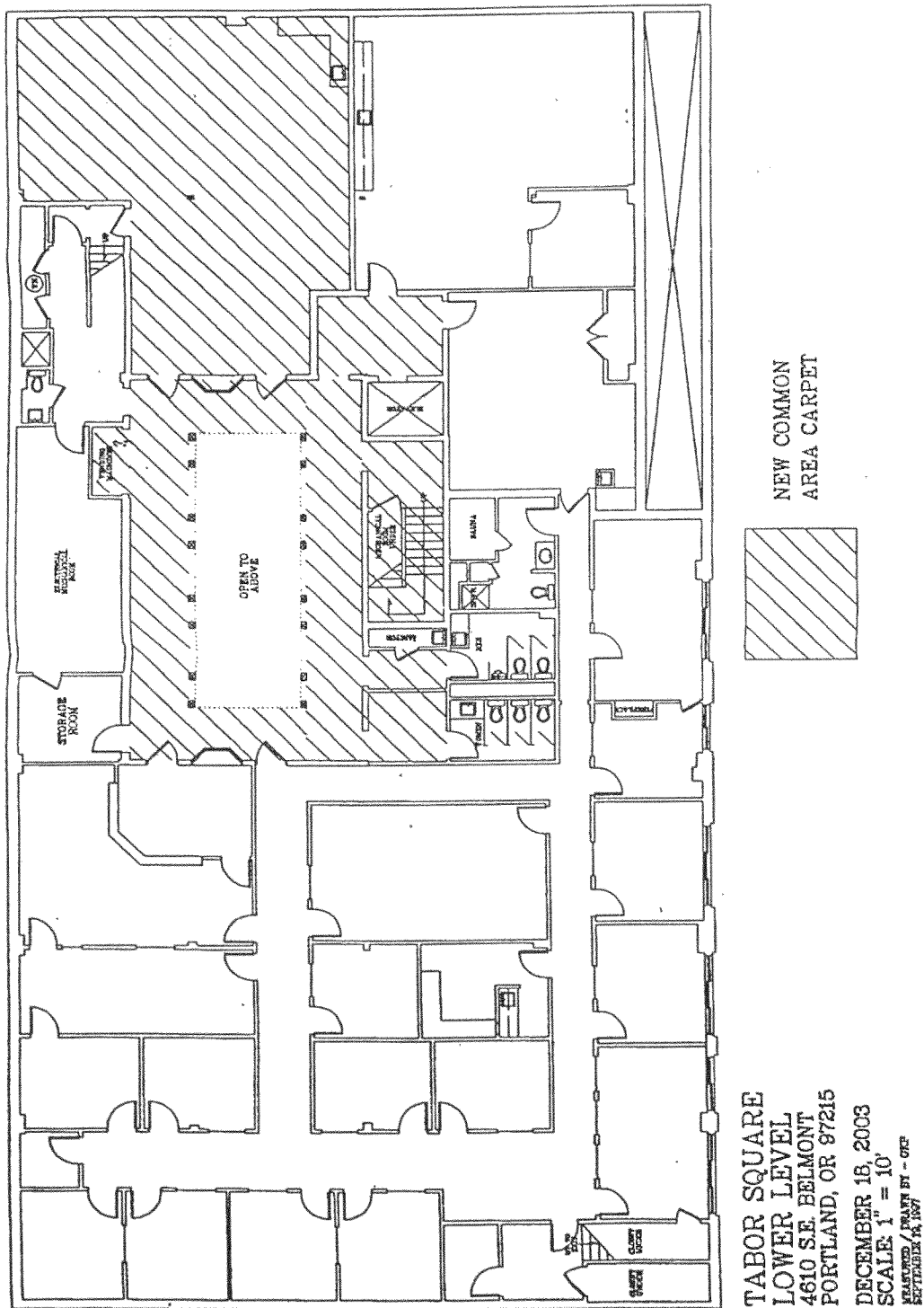
Any changes to this Exhibit "D-2" Floor Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.



# EXHIBIT "D-3" LOWER LEVEL FLOOR PLAN

Multnomah County Oregon, a political subdivision of the State of Oregon  
 Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
 Account #C-01-285-6688-02



Any changes to this Exhibit "D-3" Space Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

# EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

## FLOORCOVERING: X

All existing carpet in the areas identified in Exhibits "D-1," "D-2," and "D-3." will be replaced with a carpet upgrade from the normal building standard as per the specifications agreed between the parties.. " It is agreed the areas to receive new carpet include the stairways that are currently carpeted, and the large lower level meeting room in the northeast corner, and the two rooms adjacent to the front entry, and the second floor west hall to west fire exit. The hallway from the rear entrance to the central stairway will receive a more durable walk off carpet. The lower level floor tiles will remain as is. See Exhibits "D-1," "D-2," and "D-3." The carpet replacement work will be scheduled immediately after a renewal agreement is fully executed. Carpet shall be loop-pile, building standard, commercial grade, direct glue-down with no pad. LESSOR will provide carpet samples LESSEE: has chosen the following: Carpet: "Picket Fence" and Cove Base: "Royal Purple"

All heavy traffic carpet not replaced shall be shampooed. The LESSOR will shampoo the heavy traffic portions of the carpet in the Building every 24 months upon request by the LESSEE. .

LESSOR will repair the "lumpy" floors within the areas where the carpet is replaced prior to laying the new carpet. The lumpy floor identified in other areas will remain as is except 1) In the southwest wing of the second floor where the existing carpet will be lifted in one area along an internal circulation path between furniture partitions. 2) The second floor and lower level meeting and conference rooms in specific lumpy areas identified by LESSEE.

## RESTROOMS: X

LESSOR warrants that the first level restrooms, referenced in Exhibit "D-1," are in compliance with all applicable local, State, and Federal compliance requirements and regulations including the American With Disabilities Act (ADA). The restrooms will be renovated to include:

1. Install new vinyl flooring. Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"
2. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4630-60 "Cloud Nebula"
3. Install new metal toilet partitions.
4. Repaint existing walls to match existing color. See "New Paint".
5. Install grab bars.

Provided the second floor restrooms, referenced in Exhibit "D-2", are not necessary to be accessible as public restrooms, LESSOR shall remove one toilet fixture in each restroom in order to provide an ADA sized stall and renovate to include items 1-6 below. Otherwise, LESSOR shall bring the second floor restrooms, referenced in Exhibit "D-2," in compliance with all applicable local, State, and Federal compliance requirements and regulations including the ADA, with the understanding that each restroom will have one less toilet. The restrooms will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. See "New Paint".
4. Remaining toilet fixtures to remain.
5. Install grab bars.

# EXHIBIT "E-I" INTERIOR SPACE WORK AGREEMENT (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

## RESTROOMS, continued: X

6. The floor will be repaired where partitions are removed. Floor and wall tiles will be replaced as necessary. These restrooms are currently marked "staff only."

The lower level restrooms, referenced in Exhibit "D-3," will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. : See "New Paint".
4. Floor tile to remain.
5. Existing toilet fixtures to remain.

The third "extra" restroom on the lower level, referenced in Exhibit "D-3", shall be identified as a unisex restroom and renovated to include:

1. Grab bars will be provided in order to accommodate wheelchair visitors.
2. Repaint the existing walls to match existing color. See "New Paint".
3. The sauna and shower will remain. No other improvements will be made.

## FRONT ENTRANCE: X

LESSOR shall reconfigure the easterly Building entrance off Belmont Street to provide a disabled lift/elevator access to the Building's first floor in compliance with all applicable local, State, Federal requirements including ADA for that type of disabled access. The entrance/access will shall be built to standard sufficient to accommodate a wheelchair or a scooter consistent with the plans and specifications set forth in Exhibits "G-1" and "G-2." LESSOR will work with LESSEE to relocate existing interior walls and doors to accommodate new access hallway and access to existing offices.

The LESSOR will provide an allowance of \$100 towards LESSEE'S installation of a card key access for this new entrance renovation.

## HALL LIGHTING: X

LESSOR will remove the existing thirty-one (31) hall "wall" light fixtures and replace them with wall sconces with a low profile and round curves that are in compliance with City of Portland Building Code. LESSOR shall provide LESSEE an opportunity to review and comment on the proposed replacement light fixtures.

## EXHIBIT "E-I" INTERIOR SPACE WORK AGREEMENT (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### REMODEL BREAKROOM - SUITE #200:

X

LESSOR will repaint throughout as provided herein. If the wall between the Breakroom and the room to the east is not a load bearing wall and there is no mechanical system (e.g. plumbing, ventilation, etc) in the wall, the wall shall be removed. If the wall is not removed LESSOR shall create a 6 foot-wide walk-through opening in the wall with a sheetrock painted finish. LESSOR will install new vinyl floor in the Breakroom.

Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

### LOAVES & FISHES:

X

LESSOR shall install building standard 12" x 12" VCT tile in the Loaves and Fishes area including the kitchen and eating area, see Exhibit "D-1". Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

### NEW PAINT:

X

LESSOR will paint all existing painted walls and ceilings (except the atrium ceiling) to match the existing colors. The wallpaper in the rear building entrance hall will be removed and the wall will be painted.  
Wall color: Match the existing colors.

LESSOR will paint all interior wood trim and all metal trim currently painted, (including railings, doors, and windows) a new color. LESSOR will use water based latex paint. Painting will be performed during business hours. The color of the trim shall be selected by LESSEE from LESSOR provided paint selection.  
Trim color selected by LESSEE: Rodda Paint #8273 "Grand Bay"

### FIRST FLOOR GLASS MEETING ROOM:

X

LESSOR shall install a new interior door to the room adjacent to the main Belmont Building entry in compliance with all applicable Building Code requirements; If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change. The existing exterior door will remain and will be locked off. The LESSOR shall replace the existing electric wall heater. LESSOR shall cover with suitable material the exposed plumbing in the room before painting.

# EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 4 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

**SECOND FLOOR**  
**MEETING ROOM:**

**X**

LESSOR shall install a low noise coefficient accordion door to a specification and in a location mutually agreed to.

**PARTITIONS, DOORS AND FRAMES:**

**X**

- Second floor, Office #200: LESSOR shall remove non-bearing walls as described in Exhibit "D-2" Floor Plan. In addition, LESSOR shall add one door and remove two doors where described in Exhibit "D-2" Floor Plan.
- Second floor, Elevator Lobby: LESSOR shall add one door to elevator lobby where indicated in Exhibit "D-2" Floor Plan in compliance with all applicable Building Code requirements, If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change.

**MISCELLANEOUS**

**RELIGHTS:** **X** **None**

**LOCKS/HARDWARE:**

**X**

Provide lock set on new ADA entry door and interior doors

**X**

Provide \$100 allowance for new ADA entry door card key access

**X**

**WINDOW**

**COVERINGS:** **X** **None**

**TELEPHONE:** **X** **None**

**TENANT IMPROVEMENTS SCHEDULE:**

LESSOR shall start Tenant Improvements upon the execution of this LEASE Amendment, which shall be upon the signatures of the parties. The LESSOR and LESSEE will coordinate the Tenant Improvement Schedule in advance to accommodate the LESSEE'S activities. Except for the new building ADA entrance on Belmont Street as discussed herein, all other LESSOR tenant improvement work described in this Exhibit "E-1" will be completed by August 15, 2004. The new Belmont Street entrance will be completed no later than September 15, 2004.

Note: LESSEE acknowledges that LESSOR will be performing the above described work during normal business hours. LESSEE agrees to move all furniture and equipment at least three (3) feet away from work areas.

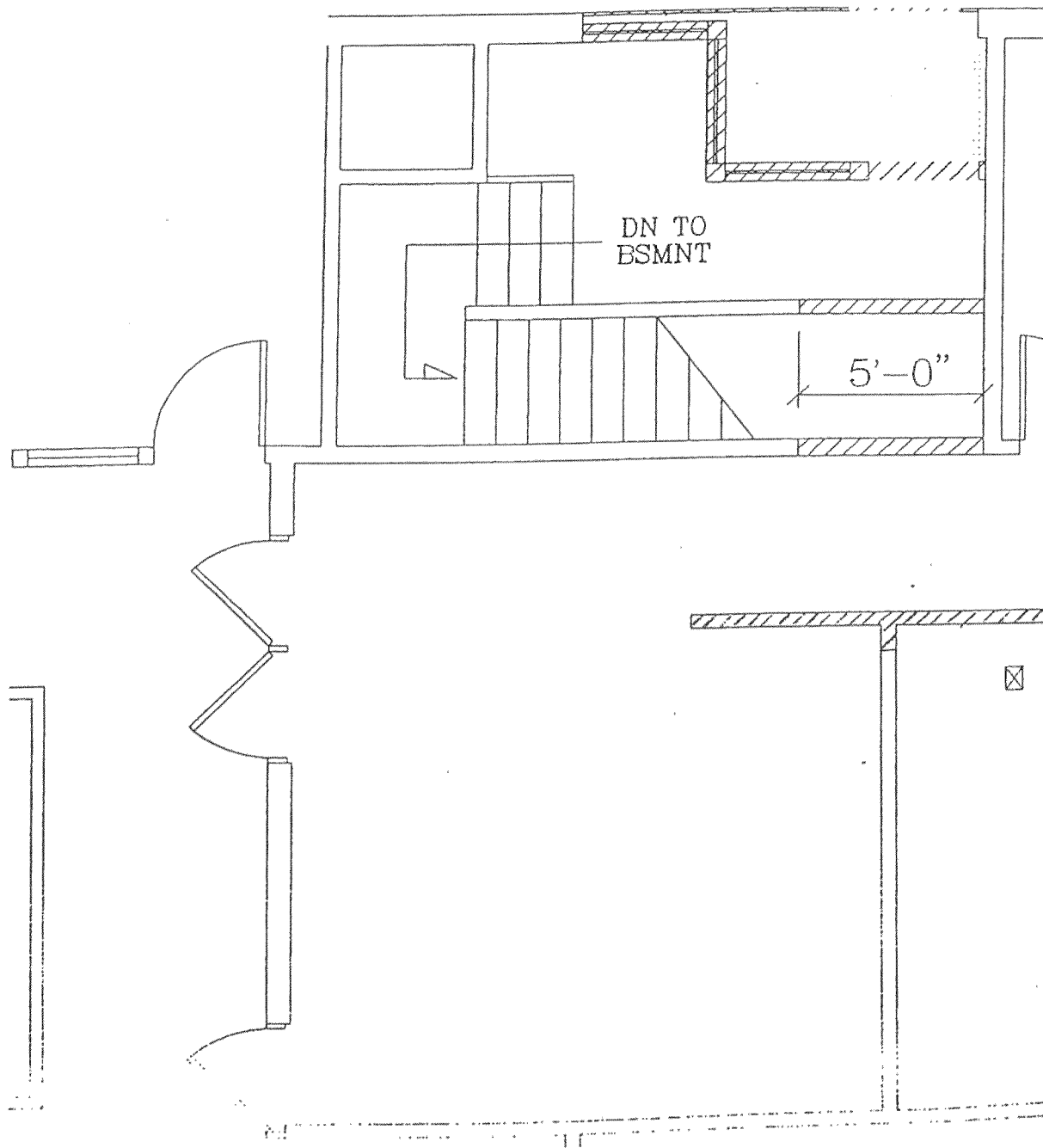
If LESSEE is modifying their existing space layout, or expanding their leased premises, it is understood and agreed that all LESSOR Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE (ie: Exhibit "D-1," "D-2" or "D-3" Floor Plan), the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

## EXHIBIT "G-1" WHEEL CHAIR LIFT (page 1 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

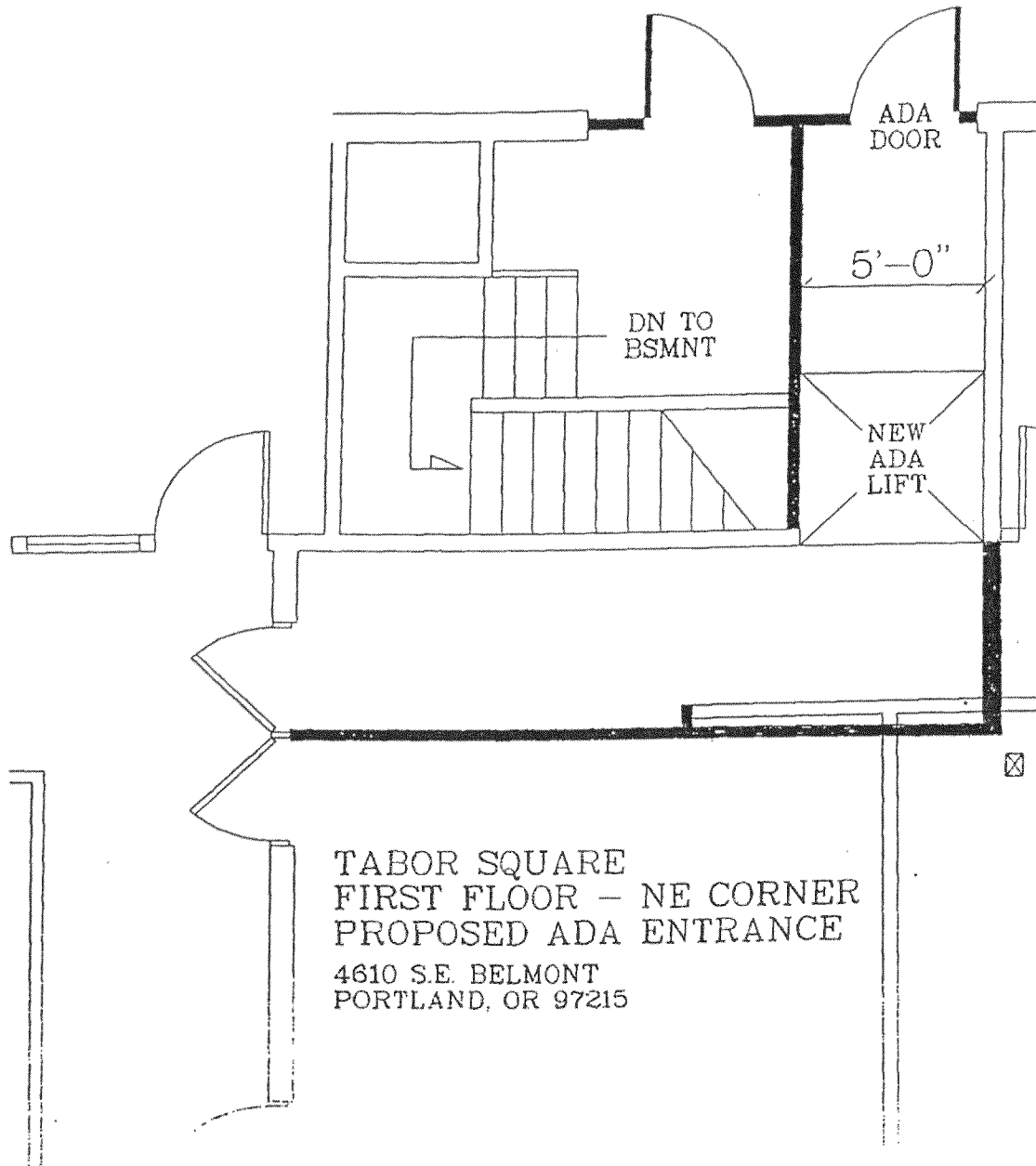
### NEW ADA ACCESS EXISTING CONDITIONS & DEMOLITION PLAN



## EXHIBIT "G-2" WHEEL CHAIR LIFT (page 2 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### NEW ADA ACCESS



## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

Exhibit "H" is for information purposes only and is not negotiable in this LEASE. This information is currently an enforceable agreement between LESSOR and janitorial service provider.

---

Tabor Square Office Building

---

4610 SE Belmont Street

---

Portland, OR 97215

---

### CLEANING SPECIFICATIONS

5 Nights per week: Sunday through Thursday

Cleanable Square Footage: 31,630

Supervision: Janitorial Contractor shall maintain and show evidence of adequate Management Supervision.

Paper Product: Customer will provide all product for soap, paper towel, toilet paper dispensers, seat covers, liners, sanitary sacks and toilet blocks.

Contractor: Shall provide all necessary cleaning supplies and equipment.

Term: Three (3) years



## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### A. Nightly Services:

- \*Secure all locks as soon as possible each night.
- \*Vacuum all carpeted areas and spot clean as needed.
- \*Sweep and mop all hard surface floors.
- \*Vacuum all carpeted stairways. Spot clean all carpet as needed.
- \*Remove all fingerprints, smudge marks and graffiti on entry glass doors, glass partitions, windows, light switches and walls.
- \*Remove all fingerprints, smudge marks and graffiti on metal surfaces (i.e. doorknobs, push plates, thresholds, etc.)
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Dust all office equipment, desks and conference room tables that are clear of paperwork. Papers and folders on desks are not to be moved and return chairs to proper positions.
- \*Wipe down or vacuum chairs in conference rooms.
- \*Wipe down hand rails on stairways.
- \*Dust all vertical and horizontal surfaces under 72 inches.
- \*Spot clean all chrome bright work including swinging door hardware, kickplates, base, partition tops, planters, elevator call button plates, fire hose cabinets, and elevator chrome clad partitions and doors.
- \*Clean, sanitize and polish drinking fountains.
- \*Polish all service stairwells and all interior public corridor planters.
- \*Janitorial staff will use only the lights that are needed for each area that is being cleaned. They will check all doors, and turn off all lights before leaving the facility.
- \*Alarm systems will be disarmed and armed according to the policy of American Property Management.
- \*Janitorial service will report all maintenance situations to the client as they are found (light bulbs, leaks, etc.).

### Restrooms:

- \*Sweep and mop all hard surface floors.
- \*Clean and sanitize toilets, sinks, counters, urinals, handles, seats, dispensers, tape, drains and all areas directly surrounding each.
- \*Clean and fill all dispensers.
- \*Spot clean walls, cove base, trim, doors, fixtures, outlets, and partition doors, etc.
- \*Dust top of stalls and vents.
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Clean mirrors.
- \*Machine scrub floors.

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### B. Weekly Services:

- \*Damp wipe all kick plates, baseboards, windowsills, doorway frames and vinyl cove bases.
- \*Dust all low-reach areas including, but not limited to, chair rungs, structural and furniture ledges, base boards, window sills, door louvers, wood paneling, molding and miniblinds top to bottom.
- \*Dust inside of all doorjambes and relights.
- \*Clean and polish all metal door thresholds.
- \*Wipe clean and polish all bright work.
- \*Sweep all service stairwells.
- \*Dust all vinyl cove bases.
- \*Edge vacuum all carpeted areas.
- \*Clean and spray buff all building standard resilient, composition and/or travertine flooring.
- \*Sanitize all telephone receivers.

### C. Monthly Services:

- \*Dust all blinds under 72 inches.
- \*Wipe clean all incandescent cab lamps inside elevator.
- \*Wipe clean all lanterns in common area halls.

## STOREROOMS AND SINK CLOSETS

### A. Nightly Services:

- \*Remove trash from area.
- \*Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and service sink closets.
- \*Maintain an orderly arrangement of all equipment stored in these areas, such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.

### B. Weekly Services:

- \*Sweep and damp mop all storeroom and service sink closet floors. Deodorize and disinfect as required.
- \*Clean and disinfect service sinks.
- \*Sweep storeroom floors.

## **EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 4 of 4)**

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### **EXTERIOR STRUCTURE AND GROUNDS SERVICES SPECIFICATIONS**

#### **A. Nightly Services:**

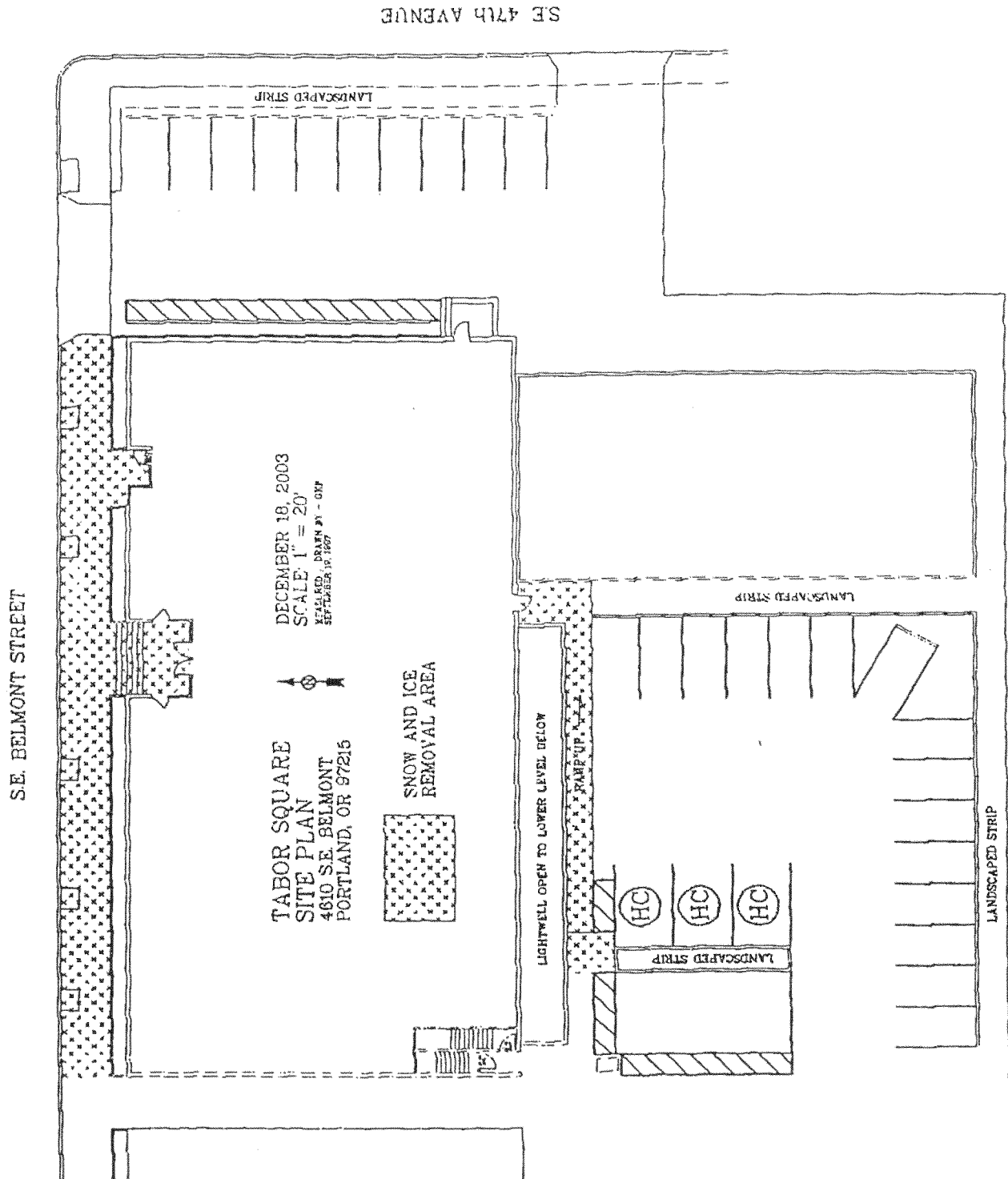
- \*Empty all ashtrays and urns. Clean and sanitize as required.
- \*Service all walk-off mats as required.
- \*Empty all waste receptacles and remove trash to designated areas.
- \*Spot clean all exterior glass at Building Entrances.

#### **B. Weekly Services:**

- \*Sweep outside front and rear entrance of building (weekly or as needed).

# EXHIBIT "I" ICE AND SNOW REMOVAL

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-063**

Approving a Lease of Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215, from American Property Management Corporation, as Agent for Weston Investment Company, LLC, for the Department of County Human Services, Aging and Disability Services

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

- a. Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) has been identified as being necessary for use by the Department of County Human Services for Aging and Disability Services.
- b. The attached lease has been negotiated with the agent for the owner of the property.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

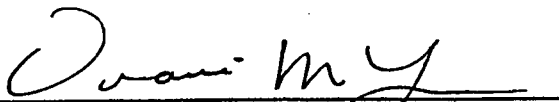
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 13th day of May 2004.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



COPY

2-4

# MULTNOMAH COUNTY OREGON

## REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue  
☒ Expense

☐ Rent Free Agreement  
☐ County Owned

☐ Taxpayer ID (lessor)  
☐ Renewal of Lease      Amendment of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 6-30-97  
Division Requesting Lease Aging Services Division  
Contact Person Jean Demaster Phone 248-3000

Lessor Name American Property Mgmt.  
Mailing Address P.O. Box 12127  
Portland. OR 97212-0127  
Phone 284-2147  
Lessee name Multnomah County  
Mailing Address 2505 SE 11th Avenue  
Portland. OR 97202  
Phone 248-3322  
Address of 4610 SE Belmont  
Lease Property Portland, Oregon  
Purpose of Lease ASD/SE Senior Center

Effective Date August 1, 1993  
Termination Date December 31, 2003  
Total Amount of Agreement \$ 2,995,308.20  
Payment Terms No change in monthly rental.  
☐ Annual \$ \_\_\_\_\_ ☒ Monthly \$ 23,129.52  
☒ Other \$ 12.962.20  
Payable before July 1, 1997 for tenant improvements in excess of building standard.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170		monthly rental		
100	011	1980	HAH			(\$12,962.20)		1759

### REQUIRED SIGNATURES:

Department Head William F. Nicholas/uo Date 7/1/97  
County Counsel [Signature] Date 7/1/97  
Property Management Robert Oberst Date 7-1-97  
County Executive/Sheriff [Signature] Date 7/1/97

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	300374-2										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE



# COPY American Property Management

2154 N.E. Broadway • Portland, Oregon 97232-1590  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212-0127  
Phone (503) 284-2147 • FAX (503) 287-1587

Professional Management of:

- Apartments
- Office Buildings
- Commercial Properties
- Industrial Properties
- Shopping Centers
- Mini-Storage

## FIRST AMENDMENT TO LEASE

June 24, 1997

AMERICAN PROPERTY MANAGEMENT Account #C-6688-02

The following First Amendment to the original Lease (LEASE) dated July 8, 1993 between AMERICAN PROPERTY MANAGEMENT CORP. as managing agent and on behalf of WESTON INVESTMENT CO. (LESSOR) and MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon (LESSEE) at 4610 SE Belmont Street, Portland, Oregon 97215.

If any provisions contained in this First Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this First Amendment to Lease shall control, unless otherwise provided in this First Amendment to Lease.

The LEASE shall be amended as follows:

LESSOR, at a cost to LESSEE of \$12,962.20, shall provide tenant improvements as indicated on the Exhibit "B-1" and Exhibit "B-2" Space Plans and Exhibit "C-1" Interior Space Work Agreement. LESSEE shall submit to LESSOR full payment for improvement work with this signed First Amendment to Lease no later than July 1, 1997. Tenant Improvement work shall be completed within thirty (30) days after receipt by LESSEE of signed First Amendment to Lease, payment, and reception area wall lengths/post design.

All other terms and conditions of the LEASE shall apply.

LESSOR:  
AMERICAN PROPERTY MANAGEMENT CORP.  
As agent for and on behalf of  
WESTON INVESTMENT CO..

LESSEE:  
MULTNOMAH COUNTY, OREGON  
a political subdivision of the State of Oregon

X Keith R. Vernon  
Keith R. Vernon  
Senior Vice President

X Beverly Stein  
Beverly Stein  
County Chair

Date: 7/2/97

Date: 7/1/97

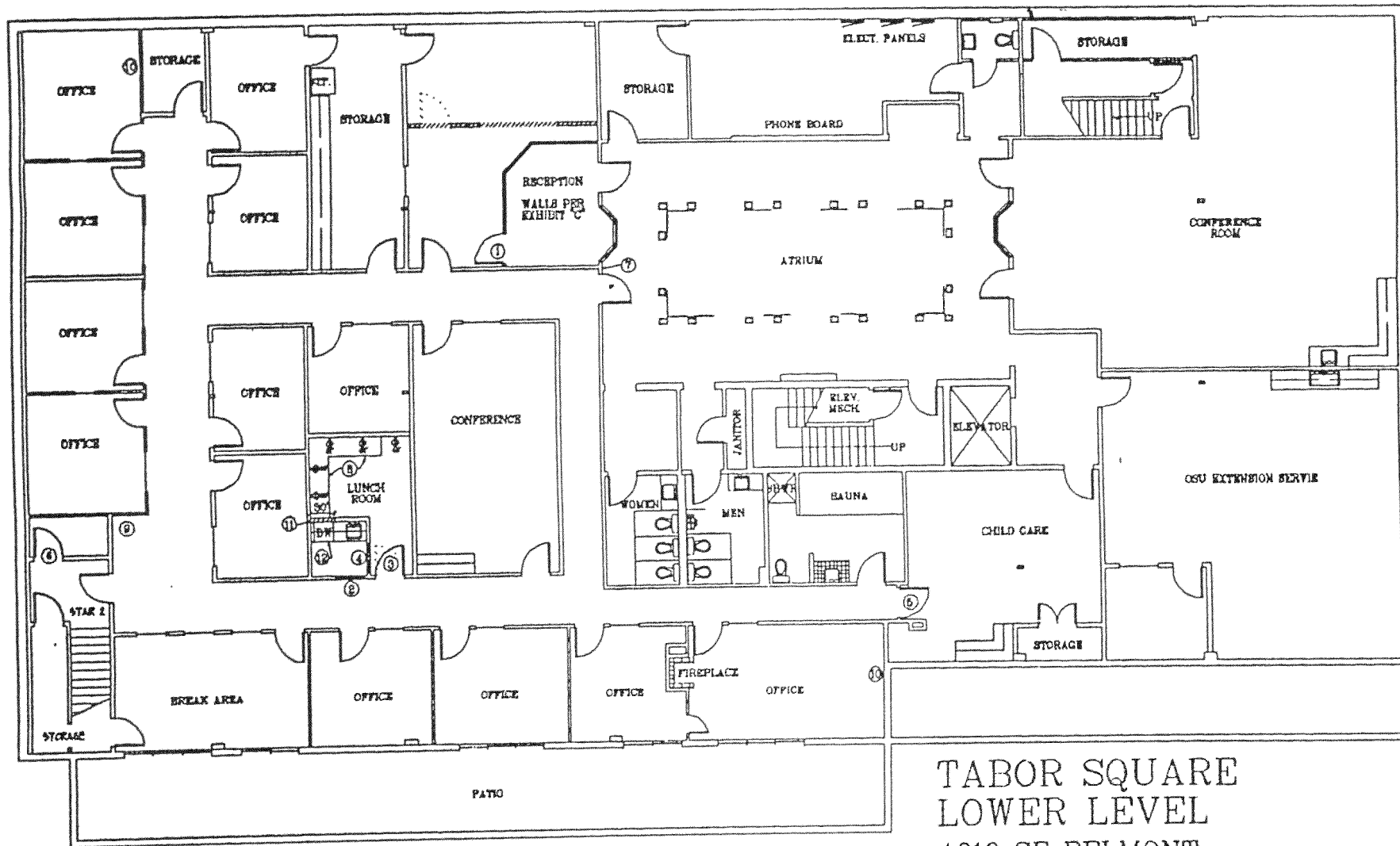
668802.amd(05/23/97)c)

REVIEWED

By Matthew D. Ryan  
MULTNOMAH COUNTY COUNCIL

Ask our tenants about us™

**EXHIBIT "B-1" SPACE PLAN**  
**MULTNOMAH COUNTY, OREGON**, a political subdivision of the State of Oregon  
 4610 SE Belmont Street, Suite 10  
 Portland, Oregon 97215  
 Account #C-6688-02



**TABOR SQUARE  
 LOWER LEVEL**  
 4610 SE BELMONT  
 PORTLAND, OR 97215

JUNE 18, 1997  
 SCALE: 1/16" = 1'

— EXISTING TO REMAIN  
 — ADD NEW WALL  
 — REMOVE

- ① ADD DOOR
- ② REMOVE DOOR & INFILL
- ③ REVERSE DOOR SWING
- ④ ADD 2070 FRAMED OPENING
- ⑤ ADD DOUBLE-SIDED DEADBOLT LOCK
- ⑥ REMOVE ALL DOOR-LOCKS
- ⑦ REPLACE EXISTING LIGHT SWITCH w/KEY TYPE SWITCH

- ⑧ ADD BASE CABINETS & COUNTER-TOP
- ⑨ EXISTING SHELVES TO BE RELOCATED TO ⑩
- ⑩ NEW SITS FOR SHELVES RELOCATED FROM ⑨
- ⑪ ADD PASS-THRU WINDOW OPENING
- ⑫ ADD DISHWASHER
- ⑬ ADD 110V OUTLET @ 42" A.F.F.

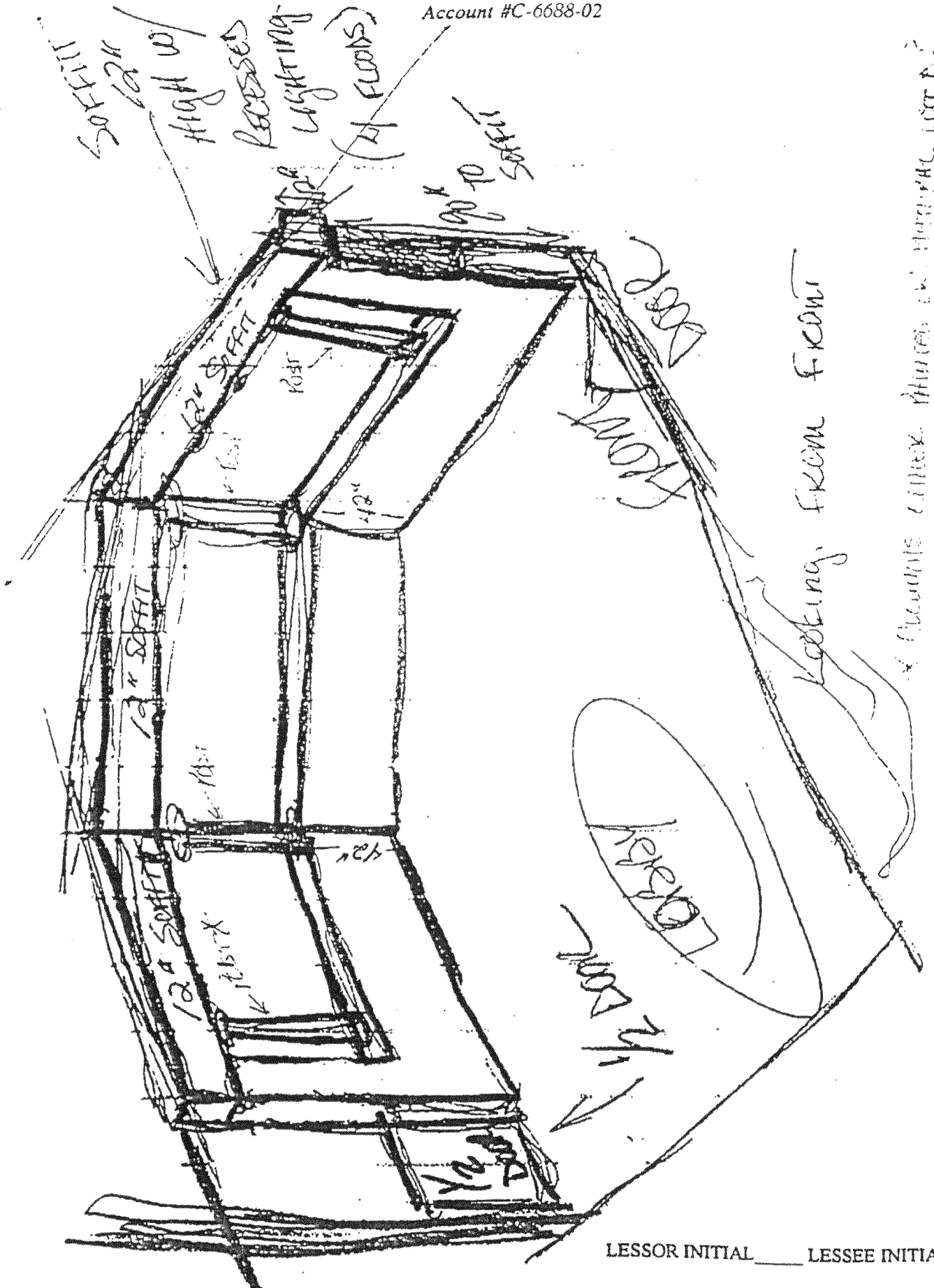
LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_



MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon  
4610 SE Belmont Street, Suite 10  
Portland, Oregon 97215  
Account #C-6688-02

MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon  
4610 SE Belmont Street, Suite 10  
Portland, Oregon 97215  
Account #C-6688-02

Account #C-6688-02



LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

**EXHIBIT "B-3" SPACE PLAN**

MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon

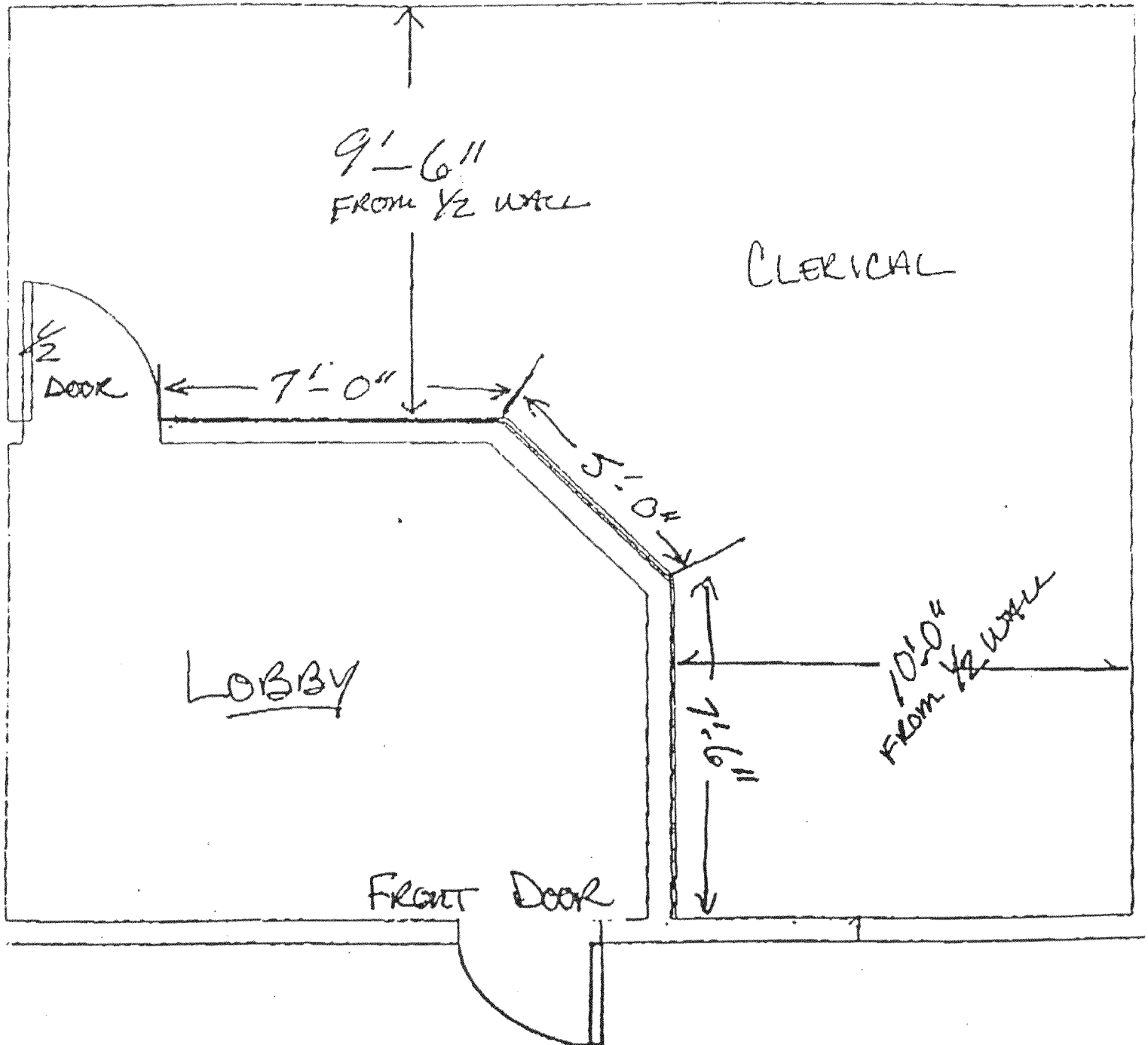
4610 SE Belmont Street, Suite 10

Portland, Oregon 97215

Account #C-6688-02

MEASUREMENTS (FOR  $\frac{1}{2}$  WALL -  $\frac{1}{2}$ " HIGH) —  
ARE FOR THE CLERICAL SIDE  
OF THE WALL.

Door



LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

**EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT**  
**LESSEE: MULTNOMAH COUNTY - ADULT CARE HOME PROGRAM**  
**ACCOUNT #: C-6688-02 BUILDING/SUITE #: Tabor Square/Suite 10**

<u>ITEM</u>	<u>ACCEPTED</u> <u>AS-IS</u>	<u>AGREED</u> <u>IMPROVEMENTS</u>	<u>LESSOR</u> <u>EXPENSE</u>	<u>LESSEE</u> <u>EXPENSE</u>
<b>PAINTING:</b> (Building Standard Color)	___	Paint walls throughout. Color to be Weston White. Tape and mud where door removed in kitchen area and new walls in reception area. Wood posts in reception area to have finish matching existing office wood color.	___	___X___
<b>FLOORCOVERING:</b> (Building Standard Carpet Color/Cove Base Color)	___	Install new carpet throughout. Color to be Shaw Wild Dunes II, Wild Flower. Install base in newly carpeted areas. Lessor to control color.	___X___	___
<b>VINYL FLOORCOVERING:</b> (Building Standard Vinyl)	___X___	NONE	___	___
<b>LIGHTING:</b> (Building Standard Fixtures)	___	Install four (+/-) flood lights in reception area soffit.	___	___X___
<b>ELECTRICAL:</b> (Building Standard 110 Volt)	___	Kitchen Area: Provide two (2) duplex electrical outlets per wall section above new counter top and one (1) duplex outlet for refrigerator in proper location. Add electrical for new dishwasher. Reception Area: Provide standard electric service in new walls. Move existing voice/data terminals to new walls. Move control for electric door latch to new walls. • Install key-type light switch on exterior wall.	___	___X___
<b>CEILING:</b> (Building Standard Acoustical Tile)	___	Paint stained ceiling tiles; replace damaged ceiling tiles.	___X___	___
<b>PARTITIONS/ DOOR &amp; FRAMES:</b> (Building Standard Sheetrock/ Building Standard Quality)	___	Kitchen Area: Remove hallway door and fill in with dry wall. Add doorway in existing north/south wall. Reverse swing of existing remaining hallway door. Cut "pass through" into wall behind dishwasher and over counter top. Reception Area: Remove existing remaining wall and door. Add 42" high wall in three(3) attached sections with 12" wide counter top. Counter top to be centered over walls. Lessee to supply exact wall lengths prior to work commencing. Add approximately 42" high "half door" at south edge of rear wall; 12" high soffit with recessed flood lights at ceiling level supported on ends by extensions of base wall and at angles by architectural wood posts; two (2) additional posts	___	___X___

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT (cont.)

PARTITIONS/  
DOOR & FRAMES:  
(Building Standard Sheetrock/  
Building Standard Quality)

at south and east ends of base wall; new wall  
approximately per attached drawing. Lessee to  
supply sample of post design prior to work commencing.

LOCKS/HARDWARE  
(Building Standard Quality)

All interior doors are to be supplied   X    
with passage door knobs only (no locks).  
Add double sided deadbolt to east hallway  
door. Lessor to retain all keys to this lock.  
Install passage type lock in store room door.

RELIGHTS:   X    
(Building Standard Interior)

WINDOWCOVERING:   X    
(Building Standard Exterior)

TELEPHONE:  
(Building Standard Mud Rings)

Move existing voice/data terminals   X    
to new walls in reception area.

SHELVES:

Relocate two (2) sections of existing  
four (4) section shelves in southwest  
corner of space to one office in northwest  
corner of space and the other two (2) sections  
to the southeast corner of space.

BASE CABINETS:

Kitchen Area: Add building standard  
base cabinets and counter top to  
north and west walls.

DISHWASHER:

Install dishwasher in kitchen area.

TOTAL LESSEE EXPENSE:

\$12,962.20

If LESSEE is modifying the existing space layout, or expanding their Premises, it is understood and agreed that all Lessor Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

If any provisions contained in this Exhibit "C-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (i.e.: Exhibit "B-1", "B-2", or "B-3" Space Plan), the provisions contained in this Exhibit "C" Interior Space Work Agreement shall control.

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_



# COPY

## MULTNOMAH COUNTY OREGON

### REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue  
☒ Expense

☐ Rent Free Agreement  
☐ County Owned

☒ Taxpayer ID (lessor) 93-0787569  
☐ Renewal of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 7-15-93

Division Requesting Lease Aging Services  
Contact Person Jim McConnell Phone 248-3441

Lessor Name American Property Management Corp  
Mailing Address P.O. Box 12127  
Portland, Or. 97212-0127  
Phone 284-2147  
Lessee name Multnomah County  
Mailing Address 2505 S.E. 11th Avenue  
Portland, Or. 97202  
Phone 248-3322

Address of 4610 S.E. Belmont St.  
Lease Property Portland, Or.  
Purpose of Lease Aging Services Southeast  
and Senior Center

Effective Date August 1, 1993  
Termination Date December 31, 2003  
Total Amount of Agreement \$2,982,346. maximum  
Payment Terms  
☐ Annual \$ \_\_\_\_\_  
☒ Monthly \$ 21,291.00 plus annual CPI adjustments.  
☐ Other \$ \_\_\_\_\_

Four month phase-in to full rental payments.  
Call Bob Oberst for schedule.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	010	1905		6170				1727
		1940	A501					

#### REQUIRED SIGNATURES:

Department Head [Signature] Date 7/27/93  
County Counsel [Signature] Date 7-15-93  
Property Management [Signature] Date 7-26-93  
County Executive/Sheriff [Signature] Date 7-26-93

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	300374								<b>COPY</b>		

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE



**American Property Management  
Commercial Division**

2154 N.E. Broadway • Portland, Oregon 97212  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone(503)284-2147 • FAX(503)287-1587

**OFFICE LEASE COPY**

*This lease, made and entered into at Portland, Oregon*

*this July 8, 1993*

*by and between*

**AMERICAN PROPERTY MANAGEMENT CORP., as LESSOR, and**

**MULTNOMAH COUNTY, OREGON,  
a political subdivision of the State of Oregon, as LESSEE.**

**AMERICAN PROPERTY MANAGEMENT CORP. Account #C-6688-01**

*LESSOR hereby leases to LESSEE the following:*

*4610 S.E. Belmont St., Portland, Oregon 97215 (the premises) consisting of 26,894 rentable square feet  
(as measured from the center of the tenant demising walls)*

*This measurement includes a load factor for the building of 0%*

*in the Tabor Square Office Building*

*(the Building) at 4610 S.E. Belmont St, Portland, Oregon 97215*

*for a term commencing August 1, 1993 \**

*and continuing through December 31, 2003;*

*at a Base Rental of \$21,291.00 \* (U.S.) per month*

*payable in advance on the first day of each month at*

*2154 N.E. Broadway, Suite #200, Portland, Oregon 97232-1561*

*commencing August 1, 1993 \**

*\* See Section 37.1 for phased in occupancy dates and rent payment schedules.*

LESSOR INITIAL C

LESSEE INITIAL RJC

**COPY**

LESSOR and LESSEE covenant and agree as follows:

## 1.1 DELIVERY OF POSSESSION

Should LESSOR be unable to deliver possession of the Premises on the date fixed for the commencement date of the term, commencement will be deferred and LESSEE shall owe no rent until receiving notice from LESSOR tendering possession to LESSEE. If possession is not so tendered within 45 days following commencement of the term, then LESSEE may elect to cancel this lease by providing written notice to LESSOR within 10 days following expiration of the 45 day period. LESSOR shall have no liability to LESSEE for delay in delivering possession, nor shall such delay extend the term of this lease in any manner. See Section 37.1 for phased in occupancy dates.

## 2.1 RENT PAYMENT

LESSEE shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset except as otherwise herein provided. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that LESSEE occupies the Premises based on a thirty (30) day month/365 day year. Rent not paid when due shall bear interest at the rate of one-and-one-half percent (1 1/2%) per month until paid in full. LESSOR may at its option impose a late charge of .05 for each \$1 of rent or \$50.00, whichever is greater, for rent payments made more than 10 days after its due date in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

## 3.1 LEASE CONSIDERATION

No Lease Consideration Deposit required.

## 4.1 USE

LESSEE shall use the Premises for office and public service use only with no retail sales or manufacturing and for no other purpose without LESSOR'S consent. In connection with its use, LESSEE shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of the other tenants of the Building. LESSEE shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. LESSEE shall not conduct any activities that will increase LESSOR'S insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building. See Section 38.1 for restricted uses by LESSEE.

## 4.2 EQUIPMENT

LESSEE shall install in the Premises only such ~~office~~ equipment as is customary for general office and public service use and shall not overload the weight capacity of the floors or the capacity of the electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. LESSOR must approve, in advance, the location and manner of installing any electrical heat generating or communication equipment or exceptionally heavy articles. Any additional conditioning required because of heat generating equipment or special lighting installed by the LESSOR shall be installed at LESSEE'S expense.

LESSOR INITIAL   V   LESSEE INITIAL   RJD

### 4.3 SIGNS

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without LESSOR'S reasonable written approval as to design, size, location and color. All signs installed by LESSEE shall comply with LESSOR'S standards for signs and all applicable codes and ordinances and all signs and sign hardware shall be removed upon termination of this LEASE with the sign location restored to its former state unless LESSOR elects to retain all or any portion thereof.

### 5.1 UTILITIES AND SERVICES

except the senior center area of approximately 5,000 square feet which shall be 70 to 75 degree fahrenheit,

LESSOR shall furnish heat, electricity, elevator service, and air conditioning during the normal Buildings hours of 7:00 A.M. to 6:00 P.M., Monday through Friday, except holidays and 7:00 A.M. to 2:00 P.M. Saturdays, except holidays. The acceptable temperature range for the Premises is between 67 degrees to 75 degrees fahrenheit, as measured from the thermostat level which is approximately sixty inches (60") above the floor, unless there are extreme weather conditions which create an unusually hot or cold condition. The building ventilation system shall provide a minimum fresh air circulation of 20 cubic feet per minute per occupant. Janitorial service and supplies will be provided on a five day per week basis in accordance with the regular schedule of the Building, which schedule and service may change from time to time and such janitorial service will be that performed for a standard Class "B" office building. LESSEE shall comply with all government laws and regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of LESSEE'S use and possession of the Premises, render LESSOR liable to LESSEE for damages, or relieve LESSEE from performance of LESSEE'S obligations under this LEASE, but LESSOR shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Any extermination required as a result of LESSEE serving food on the premises will be at LESSEE'S sole cost and expense.

### 5.2 EXTRA USAGE

If LESSEE uses excessive amounts of LESSOR provided utilities and/or services of any kind because of operation during normal Building hours and/or outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting or any other cause, LESSOR may impose a reasonable charge for supplying such extra utilities and/or services, which charge shall be payable monthly by LESSEE in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, LESSOR shall designate a qualified independent engineer whose decision shall be conclusive on both parties. LESSOR and LESSEE shall each pay one-half of the cost of such determination.

and Lessee

### 6.1 MAINTENANCE AND REPAIRS

made in a reasonable time and manner

LESSOR shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by LESSEE and LESSOR fails to commence efforts to remedy the problem in a reasonable time and manner. LESSOR shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and LESSOR shall have no liability for interference with LESSEE'S use because of repairs and installations, nor shall LESSOR be required to provide LESSEE with advance written notice of LESSOR'S access to the Premises.

LESSOR INITIAL

*R*

LESSEE INITIAL

*RMD*



LESSEE shall have no claim against LESSOR for any interruption or reduction of services or interference with LESSEE'S occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of LESSEE. Repair of damage caused by negligent or intentional acts or breach of this lease by LESSEE, its employees, or invitees shall be at LESSEE'S expense.

## 6.2 ALTERATIONS

LESSEE shall not make any alterations, additions, or improvements to the Premises, change the color or character of the interior, or install any wall or floor covering without LESSOR'S prior written consent and such consent not to be unreasonably withheld. Any such additions, alterations, or improvements, except for removable machinery and unattached moveable trade fixtures shall at once become part of the realty and belong to LESSOR. LESSOR may at its option require that LESSEE remove any alterations and restore the Premises to the original condition upon termination of this LEASE. LESSOR shall have the right to approve the contractor used by LESSEE for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by LESSEE in the Premises. LESSEE agrees that any building or fixture modifications within the LESSEE'S leased space that is required to accommodate the LESSEE, employees or invitees of the LESSEE, as required by the Americans with Disabilities Act (ADA), will be at the expense of the LESSEE, except such modifications described in Section 40.1 hereof to be provided by LESSOR. See Section 39.1 regarding the American with Disabilities Act (ADA).

## 7.1 INDEMNITY

LESSEE shall not allow any liens to attach to the Building or LESSEE'S interest in the Premises as a result of its activities. LESSEE shall indemnify and defend LESSOR from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by LESSEE, its agents, or invitees or resulting from LESSEE'S failure to comply with any term or condition of this LEASE. LESSOR shall have no liability to LESSEE because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties.

## 7.2 INSURANCE

LESSEE is self insured for liability and will provide a letter to LESSOR stating that fact and that Multnomah County will provide no less than \$1,000,000.00 coverage to the LESSORS, AMERICAN PROPERTY MANAGEMENT and WESTON INVESTMENT COMPANY.

## 7.3 INDEMNITY - OREGON TORT CLAIMS ACT

Any covenant herein by LESSEE to indemnify, defend or hold harmless the LESSOR shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

## 8.1 FIRE OR CASUALTY

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent (25%) of pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, LESSOR may elect to terminate this LEASE by notice in writing to LESSEE within 30 days after such date. If this LEASE is not terminated following Major

LESSOR INITIAL   *Q*   LESSEE INITIAL   *R/M*

Damage, LESSOR shall promptly restore the Premises to the condition existing just prior to the damage. LESSEE shall promptly restore all damage to tenant improvements or alterations installed by LESSEE or pay the cost of such restoration to LESSOR if LESSOR elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by LESSOR is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by LESSEE.

## 8.2 WAIVER OF SUBROGATION

LESSEE shall be responsible for insuring its personal property and trade fixtures located on the Premises. Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage caused by fire, water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

## 9.1 EMINENT DOMAIN

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for LESSEE'S use, then either party may elect to terminate this LEASE effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in the area of the Premises caused by the taking. All condemnation proceeds shall belong to LESSOR, and LESSEE shall have no claim against LESSOR or the condemnation award because of the taking.

## 10.1 ASSIGNMENT AND SUBLETTING

This LEASE shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that LESSEE shall not assign its interest under this LEASE or sublet all or any portion of the Premises without first obtaining LESSOR'S consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of LESSEE. No assignment or subletting shall relieve LESSEE of its obligation to pay rent or perform other obligations required by this LEASE, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. LESSOR shall not unreasonably withhold its consent to any assignment, or to subletting.

## 11.1 DEFAULT

Any of the following shall constitute a default by LESSEE under this LEASE:

(a) LESSEE'S failure to pay rent or any other charge under this LEASE within 10 days after it is due, or failure to comply with any other term or condition within 10 days following written notice from LESSOR specifying the noncompliance. If such noncompliance cannot be cured within this 10 day period, the provision shall be satisfied if LESSEE commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence in the performance of this LEASE.

(b) LESSEE'S insolvency, business failure, or assignment for the benefit of its creditors. LESSEE'S commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to

LESSOR INITIAL   C   LESSEE INITIAL   RJC

obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for LESSEE'S properties.

(c) Assignment or subletting by LESSEE in violation of Paragraph 10.1.

(d) Vacation or abandonment of the Premises without the written consent of LESSOR.

## 11.2 REMEDIES FOR DEFAULT

In case of default as described in Paragraph 11.1, LESSOR shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) LESSOR may terminate the LEASE and retake possession of the Premises. Following such retaking of possession, efforts by LESSOR to relet the Premises shall be sufficient if LESSOR follows its usual procedure for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If LESSOR has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to LESSOR'S claim to damages or loss of rental from LESSEE.

(b) LESSOR may recover all damages caused by LESSEE'S default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this LEASE, the unamortized cost of any tenant improvements installed by LESSOR to meet LESSEE'S special requirements and the cost of any clean up, refurbishing, lock changes and removal of the LESSEE'S property and fixtures. LESSOR may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. LESSOR may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this LEASE and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rates on judgments.

(c) LESSOR may make any payment or perform any obligation which LESSEE has failed to perform, in which case LESSOR shall be entitled to recover from LESSEE upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent (1 1/2%) per month. Any such payment or performance by LESSOR shall not waive LESSEE'S default.

## 12.1 SURRENDER

On expiration or early termination of this LEASE, LESSEE shall deliver all keys to LESSOR to avoid a minimum lock change charge of \$45.00 per lock and surrender the Premises broom clean and in the same condition as at the commencement date of the term subject only to reasonable wear from ordinary use. LESSEE shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property and LESSOR may dispose of it in any manner without liability and LESSEE shall pay a reasonable charge for such removal and disposal. If LESSEE fails to vacate the Premises when required, including failure to remove all its personal property, LESSOR may elect either: (1) to treat LESSEE as a tenant from month to month, subject to all the provisions of this LEASE except that rent shall be one-and-one-half (1 1/2) times the total rent being charged when the lease term expired; or (2) to eject LESSEE from the Premises and recover damages caused by wrongful holdover. During the period of sixty (60) days prior to the termination date of this LEASE, the

LESSOR INITIAL RL LESSEE INITIAL RMC

LESSOR may post on said premises or in the windows thereof signs of appropriate size notifying the public that the premises are "For Lease."

### 13.1 REGULATIONS

In the event that LESSEE is no longer the sole tenant of the building, LESSOR shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this LEASE for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this LEASE.

### 14.1 ACCESS

LESSOR shall have the right to enter upon the Premises at any time by passkey or otherwise to determine LESSEE'S compliance with this LEASE, to perform necessary repairs to the Building or the Premises, examine the condition of the Leased Space, to show the Premises to any prospective tenant or purchasers or for any other lawful purpose. Except in the case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by LESSEE.

### 14.2 FURNITURE AND BULKY ARTICLES

Use of the elevator to move items of 1,000 pounds or greater shall require LESSOR'S approval.

### 15.1 NOTICES

Notices between the parties relating to this LEASE shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this LEASE or to such other address as either party may specify by written notice to the other. Notice to LESSEE may always be delivered to the Premises. Rent shall be payable to LESSOR at the LESSOR'S address and in the same manner, but shall be considered paid only when received.

**16.1 SUBORDINATION** however, a copy of any such notice shall be simultaneously sent to Lessee at its address stated in this Lease.

This LEASE shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At LESSOR'S option this LEASE shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and LESSEE shall execute such documents as may reasonably be requested by LESSOR or the holder of the encumbrance to evidence this subordination.

### 16.2 TRANSFER OF BUILDING

If the Building is sold or otherwise transferred by LESSOR or any successor, LESSEE shall attorn to the purchaser or transferee and recognize it as the LESSOR under this LEASE, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

LESSOR INITIAL Co LESSEE INITIAL RJC

### 16.3 ESTOPPELS

Either party will within 20 days after written notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this LEASE has been modified and is in full force and effect; whether there are any modifications or alleged breaches by any other party; the dates to which rent has been paid in advance, and the amount of any security deposit, LEASE CONSIDERATION, or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any Encumbrance, or any ground, LESSOR, LESSEE will agree to give such holder or LESSOR notice of and an opportunity to cure any default by LESSOR under this LEASE.

### ***17.1 ATTORNEYS FEES***

*In any litigation arising out of this LEASE, the prevailing party shall be entitled to recover, in addition to costs and disbursements, attorneys' fees at trial and on any appeal.*

### 18.1 QUIET ENJOYMENT

LESSOR warrants that so long as LESSEE complies with all terms of this LEASE, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by LESSOR. LESSOR shall have no liability to LESSEE for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building., except such loss or damage which results from negligence of the Lessor,

### 19.1 COMPLETE AGREEMENT

*This LEASE and the attached Exhibits and Schedules constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither LESSOR nor LESSEE is relying on any representations other than those expressly set forth herein.*

**201 CHAIR MATS**

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXX, is encouraged but not required XXXX XXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX~~  
~~desk rolling chairs within the leased space and will be responsible XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX~~  
~~which could have been avoided by the use of chair mats.~~

## 21.1 PARKING

*LESSEE shall have the exclusive use of all parking spaces located on the on-site parking lot and on the off-site satellite parking lot located at S.E. 43rd and Belmont Street in Portland, Oregon,' as shown in Exhibit B attached hereto.*

LESSOR INITIAL E LESSEE INITIAL RJO

## 22.1 COMMON AREA

N/A Deleted in its  
Entirety

~~Where the Building has a common entrance or meeting room, the LESSEE may use these facilities at no cost on a first come, first serve basis by contacting the LESSOR and reserving the room in advance. Abusing the privilege of the rooms may result in the loss of said use.~~

## 23.1 NOTICE OF NON-RENEWAL

N/A Deleted in its  
Entirety

~~The LESSEE shall give the LESSOR written notice of LESSEE'S intent regarding the expiration of the LEASE not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this LEASE. In the event the LESSEE fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional six (6) month term. The same notice requirement shall apply to the new expiration date of the LEASE. In the event that LESSEE again fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional one (1) year term. It is agreed that the extension shall not be considered a holdover and that the LESSEE'S rent would be adjusted as per the LEASE. In the event there is no provision for adjustment, the LEASE shall be adjusted by the Consumer Price Index (CPI) for all U.S. Cities average for the previous 12 month period or the established marketed building rental rate for a one (1) year lease term, whichever is greater. An equal amount shall be paid to bring the LEASE CONSIDERATION up to an equal amount of the current months rent.~~

## 24.1 NOTICE TO OWNERS, BUYERS, AND TENANTS REGARDING HAZARDOUS WASTES OR SUBSTANCES UNDERGROUND STORAGE TANKS

Comprehensive Federal and State laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Superfund Act", provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, owners, buyers and tenants are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as all other aspects of the proposed transaction. If hazardous wastes or substances have been, or are going to be used, stored, handled or disposed of on the property, or if the property has or may have underground storage tanks, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protections are necessary or desirable. It may also be important to obtain expert assistance for site investigations as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

Although AMERICAN PROPERTY MANAGEMENT CORP. will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground

LESSOR INITIAL   L   LESSEE INITIAL   RJO

storage tanks on the property, AMERICAN PROPERTY MANAGEMENT CORP. has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document signed by AMERICAN PROPERTY MANAGEMENT CORP. AMERICAN PROPERTY MANAGEMENT CORP. makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to petroleum base products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is therefore meant to apply to any transaction involving any type of real property, whether improved or unimproved. Lessee shall have no liability or responsibility for removal of any hazardous wastes, or substances brought or placed upon the premises leased by another person, provided that the person is not a sub lessee of the named LESSEE of this Lease.

LESSOR INITIAL

LESSEE INITIAL

## 25.1 MODIFICATION

This LEASE may not be modified except by endorsement in writing attached to this LEASE, dated and signed by all the parties hereto, and neither party shall be bound by any oral or written statement of any servant, agent, or employee modifying this LEASE.

## 26.1 PARTIES AFFECTED

The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this LEASE permit, assigns of the parties hereto, and the words "LESSOR" and "LESSEE" and their accompanying verbs or pronouns, wherever used in this LEASE, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

## 27.1 SECURITY

LESSEE and not LESSOR, is responsible for security of the Leased Space. Any breach in security of the Leased Space, common areas, common access doors, and/or elevators shall not constitute an eviction of the LESSEE or relieve LESSEE from any of LESSEE'S obligations under this LEASE.

## 28.1 RIGHT TO RELOCATE

N/A Deleted in its Entirety

~~LESSOR hereby reserves the right at any time during the term hereof to change the location of the LEASED Premises in the building or other acceptable property as may be required. In the event LESSOR elects to exercise the foregoing option it shall advise LESSEE by sixty (60) days prior written notice of its intention and LESSEE hereby agrees to be bound by such election and, further, to execute upon receipt from LESSOR, whatever amendments or other instruments may be required to correctly reflect the foregoing changes and/or alterations. LESSOR shall relocate LESSEE at LESSOR'S sole expense. LESSEE shall be relocated to a premise of like land and quality.~~

LESSOR INITIAL

LESSEE INITIAL

## 29.1 RENTAL ADJUSTMENT

The rental will be adjusted on the annual anniversary date of the LEASE if the LEASE is for a term of one (1) year or longer. On said anniversary date the rental adjustment will be the lowest of the following two (2) factors:

(A) A five percent (5%) increase over the yearly rental rate paid the current year term now expiring.

(B) The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), which as of May 1993 was 144.2 and the same Cost Price Index as of May, 1994, and on the same month of each year of the LEASE term. Such information will be secured from the U.S. Bureau of Labor Statistics.

## 30.1 RENTAL ADJUSTMENT DATES

August 1, 1994, August 1, 1995, August 1, 1996,  
August 1, 1997, August 1, 1998, August 1, 1999,  
August 1, 2000, August 1, 2001, August 1, 2002,  
August 1, 2003

## 31.1 SMOKING - ENTIRE NON-SMOKING BUILDING

The building in which the LEASED space is located has been designated as an entire NON-SMOKING building. This includes all areas of the building, both common areas as well as individual tenant spaces. Thus, smoking in the LEASED area is not permitted. Because of the fact that some tenants' leases were in existence prior to the adoption of the entire building non-smoking policy, these tenants have the right, if they choose, to smoke in their LEASED space only, but do have a LEASE obligation to provide smokeless ashtrays and/or an air purification system that will filter air within the space to the extent that it is economically feasible. LEASES for all new tenants moving into the building will incorporate the entire non-smoking building policy and will prohibit these new tenants under their LEASE from smoking in all areas of the building.

## 32.1 WAIVER

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant otherwise.

## 33.1 PERSONAL GUARANTY

See Exhibit "A"

  X   None Required

LESSOR INITIAL   C   LESSEE INITIAL   RMC



### 34.1 INTERIOR DESIGN & MODIFICATION

See Section 40.1

### 35.1 PROPERTY TAX EXEMPTION

Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the LESSEE by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate; this rental offset shall be divided by the number of lease months remaining from November through the next following month of June and applying the reduction to the rent payments due in each of the said lease months.

### 36.1 CANCELLATION OF AGREEMENT BY LESSEE

It is understood and agreed that LESSEE may cancel this agreement effective as of any June 30 during the term of this agreement commencing July 30, 1995 by giving LESSOR not less than one hundred twenty (120) days prior written notice of such cancellation, in the event that the program funding to maintain the Aging Services Division Southeast Branch is not provided by the Multnomah County Board of Commissioners. The provisions of this Paragraph 36.1 will not be used for the purpose of leasing alternative space where services would be provided at the same level as in the premises.

In the event that LESSEE cancels this agreement as provided in this Paragraph 36.1, LESSEE shall pay to LESSOR upon the effective date of such cancellation, or as soon as determined, the following:

(a) an amount equal to the cost of tenant improvements paid by LESSOR for improvement of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

(b) an amount equal to the real estate agents' commissions paid by LESSOR in connection with leasing of the premises being vacated by LESSEE, multiplied by the percentage of lease term remaining at the effective date of cancellation, which commissions were based upon 6.75% of base rental for the first five years of the term and 3.75% of base rental for the second five years of the term; plus

(c) an amount equal to two months' base rental of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

reasonable industry charged  
(d) reletting commission costs incurred by LESSOR for reletting the premises being vacated by LESSEE for the period of the term of this agreement remaining at the effective date of cancellation.

LESSOR INITIAL

LESSEE INITIAL

If LESSOR, upon cancellation of this agreement by LESSEE as provided in the Paragraph 36.1, exercises LESSOR'S option to have any of the LESSEE'S subleases of the premises assigned to LESSOR in accordance with Paragraphs 10.1 and 43.1 of this agreement, or if any of LESSEE'S sublessees are allowed by agreement with LESSOR to remain in the premises after such cancellation,

LESSOR INITIAL   C   LESSEE INITIAL   JH

the effective date of cancellation with regard to such sublessee's portion of the premises shall be the date of expiration of such sublease or the end of the period such sublessee is allowed to remain in the premises after cancellation by LESSEE.

### 37.1 PHASED IN OCCUPANCY DATES/RENT PAYMENT SCHEDULE

LESSEE agrees to take occupancy and commence with monthly rental payments under the following schedule:

<u>MINIMUM FOOTAGE TO BE OCCUPIED</u>	<u>POSSESSION DATE</u>	<u>RENT COMMENCEMENT DATE</u>	<u>MONTHLY PAYMENT AMOUNT</u>
9,400	08/01/93	10/01/93	\$ 7,441.60
2,800	09/01/93	11/01/93	\$ 2,216.66
2,000	10/01/93	12/01/93	\$ 1,583.33
<u>12,694</u>	<u>11/01/93</u>	<u>01/01/94</u>	<u>\$10,049.41</u>
TOTALS: 26,894			\$21,291.00

Effective January 1, 1994 LESSEE shall pay total combined monthly rent of \$21,291.00 for the 26,894 total square feet leased. The \$21,291.00 total combined monthly rent payment shall be used as the base amount which shall be adjusted annually pursuant to Sections 29.1 and 30.1 of this Lease Agreement. It is agreed that the gross square footage of the building is 31,630 square feet.

### 38.1 RESTRICTED USES BY LESSEE

LESSEE shall be restricted from the following uses on the lease premises:

LESSOR INITIAL Q (A) No on-site food preparation, except- limited food preparation in connection with  
LESSEE INITIAL A (B) No drug treatment services Lessee's allowed uses under Section 4.1, not for  
(C) No alcohol treatment services restaurant or general distribution purposes. No  
commercial kitchen hood or fire system to be installed for permitted  
39.1 AMERICAN WITH DISABILITIES ACT (ADA) cooking purposes, except  
activities described in the letter dated July 30, 1993,  
attached as exhibit 1.

Any further modifications required in addition to the ADA improvements provided by LESSOR as part of the initial tenant improvements agreed to between LESSEE and LESSOR shall be installed by LESSEE at LESSEE'S sole cost and expense.

### 40.1 TENANT IMPROVEMENTS

Because LESSEE shall occupy the leased premises in phases as indicated in Section 37.1 of this Lease Agreement, LESSEE shall provide to LESSOR all mutually agreed upon floor plans for LESSEE or for LESSEE'S sub-tenant no later than 45 days prior to the agreed occupancy dates. LESSOR will provide building standard interior space improvements including building standard sheet rocked walls, building standard floor covering, building standard lighting, building standard electrical, building standard doors/frames/hardware, building standard re-lights, building standard window covering and building standard telephone mud rings. Attached and made a part hereto of this Lease Agreement are the Exhibit "A" Building Diagrams, which show each floor of the entire building as they exist at the time of the execution of this Lease Agreement and prior to any agreed tenant improvements. All interior building lobbies as shown on Exhibit "A" are to remain unchanged.

LESSOR INITIAL Q LESSEE INITIAL RJC

*LESSOR will not provide and/or install any plumbing or kitchen type improvements or any special electrical, computer, communications or surveillance wiring of any type.*

*Any improvements above the building standard or building standard improvements requested after the agreed occupancy date will be at LESSEE'S sole cost and expense and LESSOR will not be obligated to perform any above standard tenant improvements if LESSOR desires not to do so, and if LESSOR agrees to provide said non-standard building improvements the LESSEE and LESSOR are to agree in writing as to the costs.*

#### **41.1 SUBLEASE RIGHTS**

*LESSEE is allowed the right to sublease in accordance with Sections 10.1 and 36.1 of this Lease Agreement. In the event that LESSEE elects to sublease space, LESSEE agrees that the sublease tenants shall be under the direct control of the LESSEE and sublease tenants shall have no correspondence with LESSOR nor shall LESSOR have any responsibility to enforce or respond to any provisions of this Lease Agreement with regard to the sublease tenants.*

#### **42.1 VENDING MACHINES**

*Any vending machines that are placed in the common areas of the building will be at the sole expense, discretion and control of the LESSOR.*

#### **43.1 OPTION TO RENEW**

*Provided that LESSEE has not defaulted with regard to any of the terms and conditions of this Lease Agreement, LESSEE shall have the option to renew this lease for two (2) consecutive terms of five (5) years each under the same terms and conditions of the expiring lease with the exception of the monthly rental which shall be adjusted at the beginning of each five (5) year term to the then prevailing market rental rate for similar office space located in the close proximity of the Tabor Square Office Building and subject to an annual CPI adjustments not to exceed five percent (5%).*

LESSOR INITIAL C LESSEE INITIAL RJD

In construing of this LEASE, it is understood that the LESSOR or the LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.

LESSOR:  
AMERICAN PROPERTY MANAGEMENT CORP.  
(Federal Tax ID# 93-0787569\*)

\*Lessee need not supply Lessor a Federal 1099 Form

Address for Notices:

P.O. Box 12127  
Portland, Oregon 97212-0127  
2154 N.E. Broadway, #200  
Portland, Oregon 97232-1561

By: [Signature]  
Name: Steven L. Blank  
Title: Senior Vice President  
of Operations

DATE: 7/30/93

LESSEE:  
MULTNOMAH COUNTY

REVIEWED

By

[Signature]  
MULTNOMAH COUNTY COUNCIL

Address for Notices:

2505 S.E. 11th Avenue  
Portland, Oregon 97202

By: [Signature]  
Name: \_\_\_\_\_

Title: County Chair

DATE: \_\_\_\_\_

**COPY**

NOTARY:

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this 30 day of July, 1993, by the above-named Henry Higgins  
to be his/her voluntary act and deed.

[Signature]  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

C:\WP51\LEASES\MULTCOUN.LSE

LESSOR INITIAL [Signature] LESSEE INITIAL [Signature]



# MULTNOMAH COUNTY OREGON

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

July 30, 1993

Mr. Peter C. Brown  
American Property Management  
2154 N.E. Broadway  
Portland, Oregon 97212

Subject: Lease of Tabor Square Property at 4610 SE Belmont

Dear Mr. Brown:

A substantial amount of discussion during our negotiation of the lease of the Tabor Square property to Multnomah County has involved Section 38.1 of the proposed lease and the nature of the on-site food preparation and kitchen facilities allowable under the restrictions of Section 38.1.

We believe that the language of Section 38.1 contained in the present lease proposal is consistent with the intended on-site food preparation activities and kitchen facilities of the County and its probable sublessees.

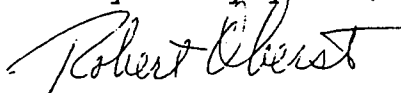
The general nature of the intended activities is outlined below for the information of American Property Management in order that these will be understood by both parties to the lease to be allowable within the language of the lease.

It is anticipated that a kitchen facility will be constructed in the premises in connection with the planned senior center for the purpose of preparation of a limited number of meals, which will be served at the site a maximum of two to three times per week. On other days, meals prepared at an outside location would be brought to the kitchen to be warmed and served at the site.

The kitchen would not be designed for the capacity of commercial food service operations, such as restaurants or other institutions

for sale or distribution of meals to the general public, and would not be used for such commercial food service operations. The kitchen at the premises would have ventilation capacity and fire safety systems as required for safe operation for the purposes stated in the last paragraph above.

Very truly yours,



Robert Oberst  
Property Manager

CC: Jim McConnell  
Bob Coltrane

**ADDITIONAL LANGUAGE REQUIRED BY LESSOR:**

LESSOR makes no representation as to the space being able to be used as a kitchen. All necessary alterations, permits and approvals with regard to the use of this area shall be performed by LESSEE at LESSEE'S expense.

LESSOR INITIAL



LESSEE INITIAL

\_\_\_\_\_

LEASE ADDENDUM NO. 1

This is a an addendum to the lease dated July 8, 1993,  
between American Property Management Corp., as Lessor, and  
Multnomah County, as Lessee, for lease of real property at 4610  
S.E. Belmont, Portland, Oregon.

The following is added to and made a part of the lease:

Option to Purchase

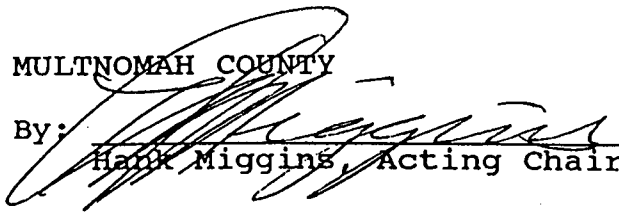
During the lease term or any extension thereof, Lessor shall  
not offer the leased premises for sale without first  
notifying Lessee of Lessor's intention to sell. Lessee  
shall have 10 days after receipt of Lessor's notice of  
intention to sell in which to give notice to Lessor by  
certified mail of Lessee's intention to purchase the  
property on terms to be negotiated by the parties. If  
Lessee fails to give notice to Lessor of Lessee's intention  
to purchase within 10 days, Lessor may sell the property  
free of any obligations under this paragraph.

AMERICAN PROPERTY MANAGEMENT CORP.

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

Date: 7/30/93

MULTNOMAH COUNTY

By:  \_\_\_\_\_  
Hank Miggins, Acting Chair

Date: 7-30-93

REVIEWED:

Laurence Kressel  
County Counsel

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



## MULTNOMAH COUNTY OREGON

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

July 29, 1993

Mr. Steven Blank, Sr. V.P.  
American Property Management  
2154 N.E. Broadway  
Portland, Oregon 97212

Dear Mr. Blank:

Upon final execution of documents leasing the Tabor Square property to Multnomah County, the County will immediately proceed to requisition a check in the amount of \$7,441.60 payable to American Property Management. Said check shall be applied toward the first month's rental which is October 1993.



Very truly yours,

Robert Oberst  
Property Manager

CC: Jim McConnell



N ↑

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1587

LESSEE INITIAL



2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1587

[illegible]

EXHIBIT "A" Page 2 of 3  
ACCOUNT #C-6688-01 :  
MULTNOMAH COUNTY, OREGON

LESSOR INITIAL \_\_\_\_\_

**SECRET INFO**

Tabor Square  
4610 S.E. Belmont  
Portland, Oregon



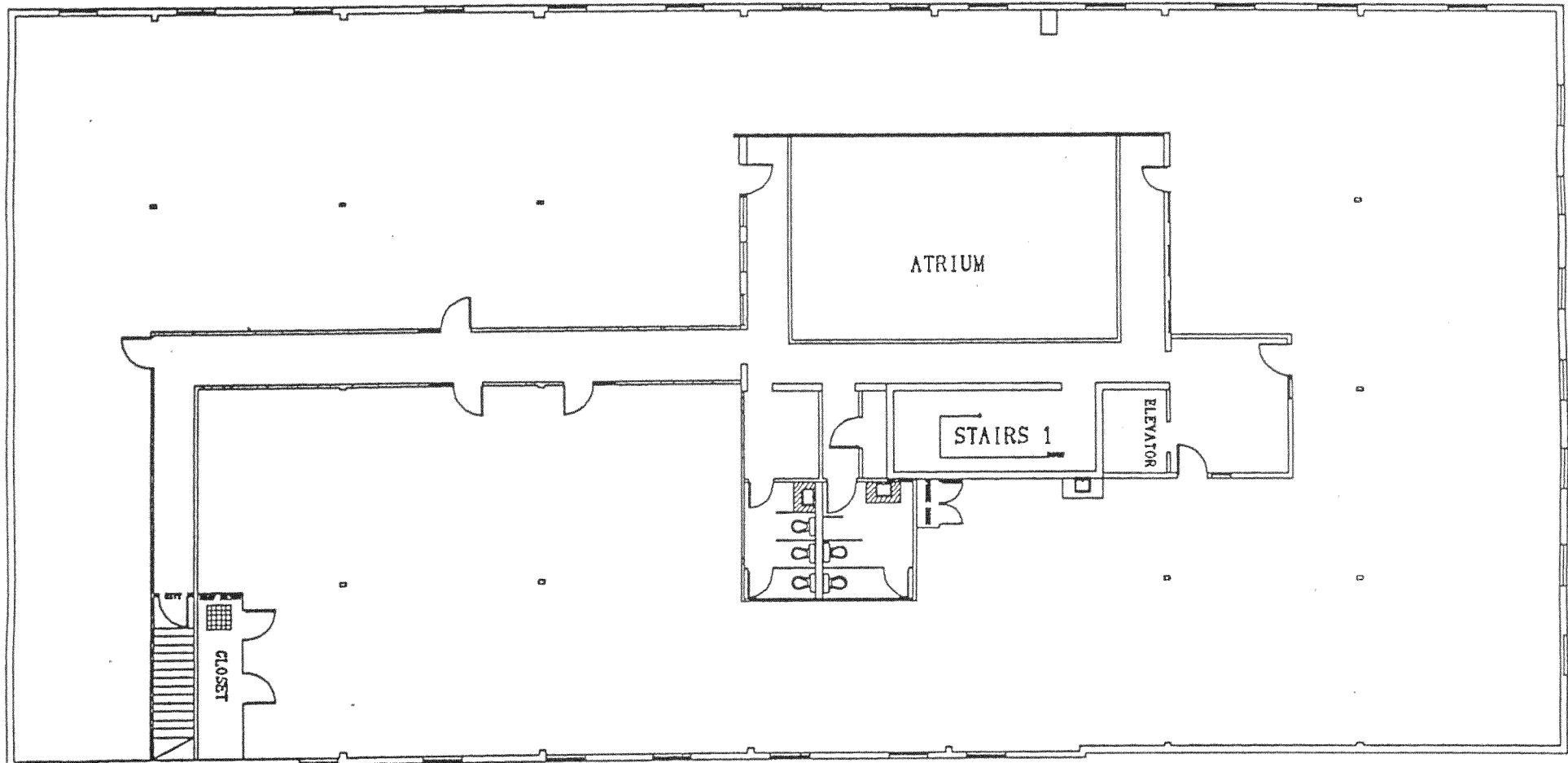
## American Property Management

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1587

Second Floor Area  
11,437 S.F. (Inside)  
- 1,100 S.F. Atrium  
- 386 S.F. Stairs  

---

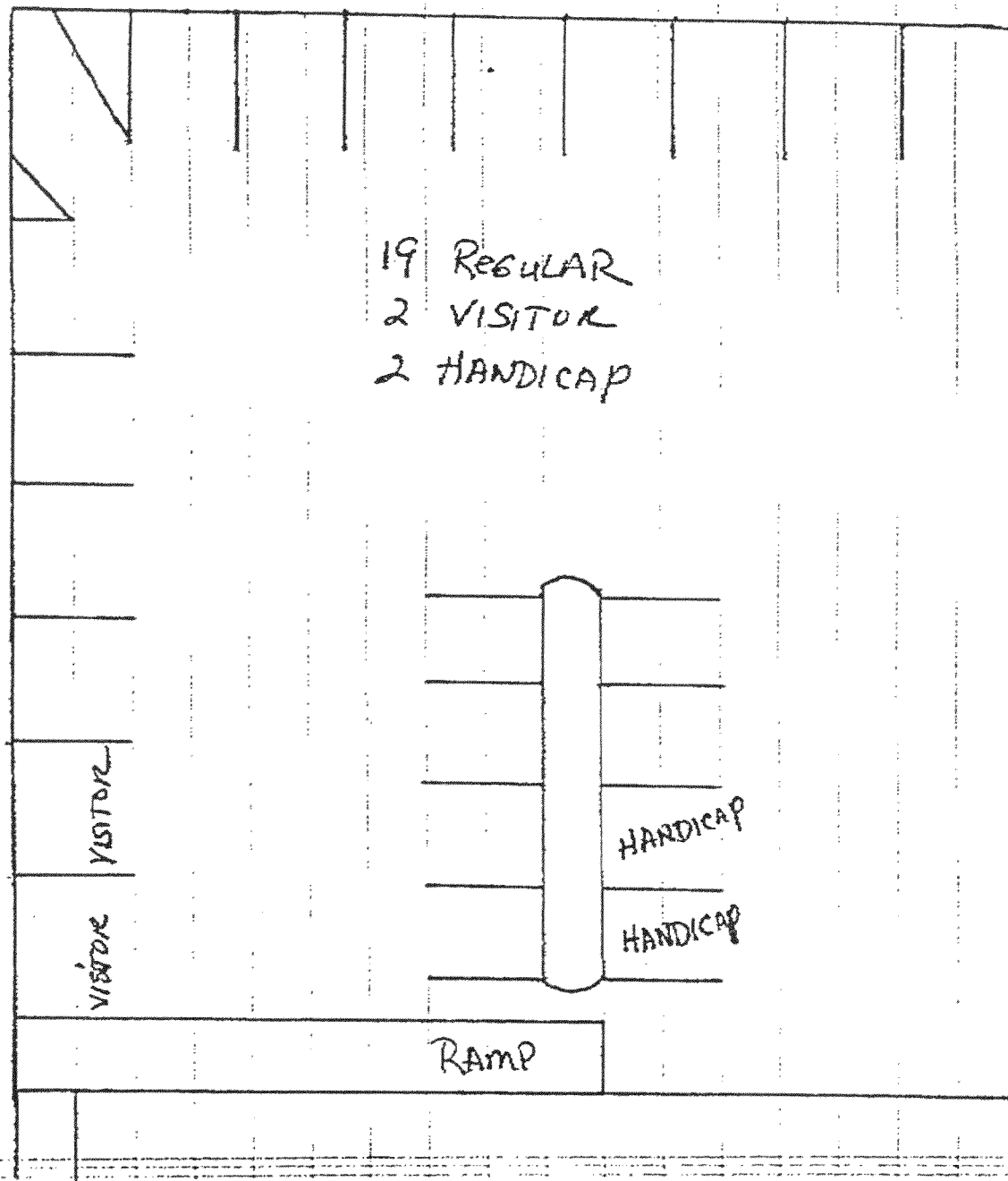
9,951 S.F. Available



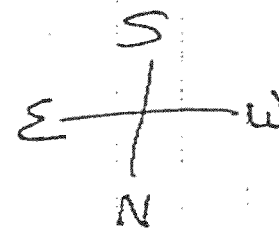
LESSOR INITIAL

LESSEE INITIAL

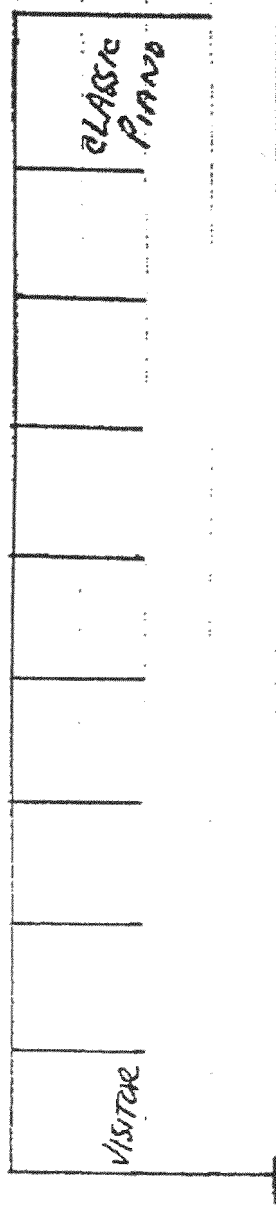
EXHIBIT B



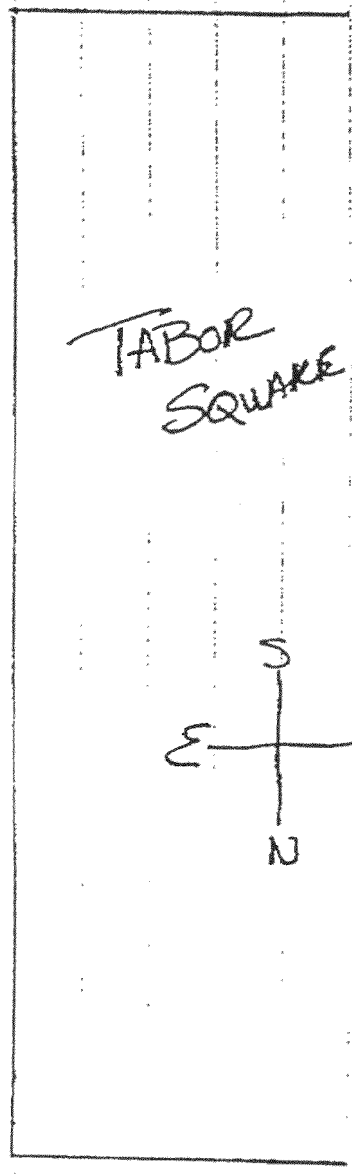
Tabor Square South Lot



LADI LOI

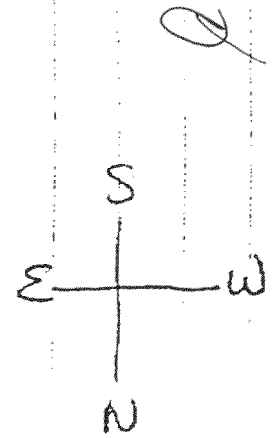
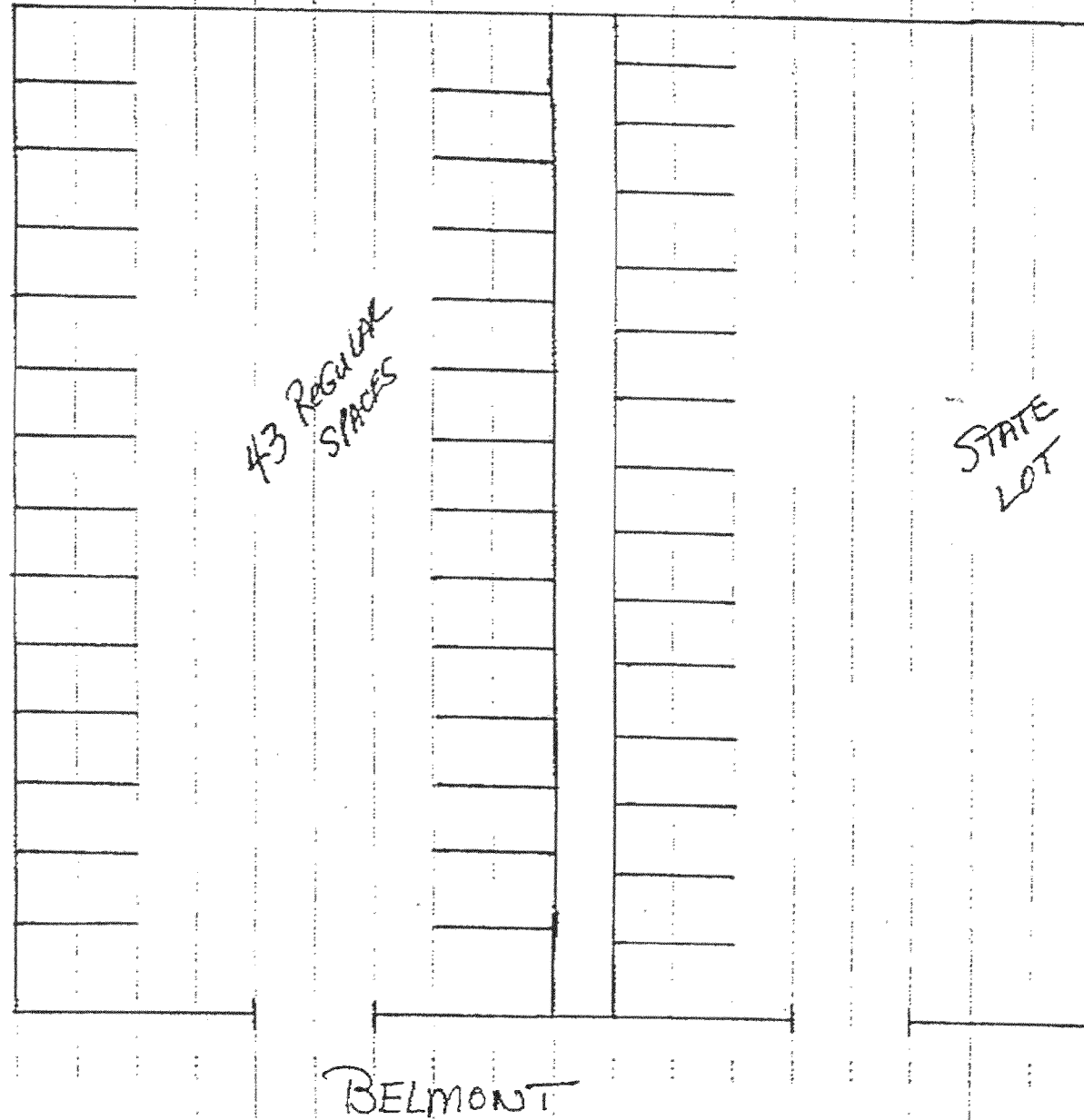


7 REGULAR  
1 VISITOR



9

1 BLOCK SQUARE AUXILIARY LOT 1



## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-13

**Est. Start Time:** 11:15 AM

**Date Submitted:** 07/13/04

---

**Requested Date:** July 22, 2004

**Time Requested:** 5 minutes

**Department:** DBCS

**Division:** Facilities and Property Mgmt

**Contact/s:** Doug Butler, Wanda Yantis

**Phone:** 503-988-3322

**Ext.:** 84242

**I/O Address:** 274 / FPM

**Presenters:** Doug Butler, Peter Tryon

---

**Agenda Title:** RESOLUTION Declaring a Portion of the Leased Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Loaves and Fishes Centers, Inc.

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services and the Department of County Human Services request this Resolution be considered under an "expedited process" and allow an exception to the normal Agenda Placement Request timeline. An exception is requested because: 1) The process for negotiating this Sublease has been extensive; and 2) The Sublessee's previous Sublease of this property expired on December 31, 2003; and they remain in the premises under a Holdover Provision. This Agenda Placement Request, the Resolution, and the prepared Sublease are being submitted to the Agenda Review Team requesting an exception to the normal Agenda Placement Request timeline and an expedited review process.

The Department of Business and Community Services, Facilities and Property Management Division, and the Department of County Human Services recommend Approval of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** Multnomah County has leased the property located at

4610 SE Belmont Street, Portland, Oregon, known as Tabor Square, for the past ten years, from 1993 to 2003. The Department of County Human Services Aging and Disability Services, (DCHS-ADS), and its predecessors, have occupied Tabor Square for the full ten year lease term and has used Tabor Square for a Senior Services Center. Multnomah County Facilities and Property Management (FPM) and American Property Management Corporation, (APM), as agent for and on behalf of Weston Investment Company, LLC, negotiated a Second Amendment to Lease for a five-year Lease Extension from January 2004 to December 2008, which was approved by the Board by Resolution 04-063, on May 13, 2004.

DCHS-ADS has used Tabor Square for a Senior Services Center which includes County programs and non-governmental partners including Loaves & Fishes Centers, which has been a sublessee in the building for approximately nine years. DCHS-ADS states Loaves & Fishes Centers is a good non-County partner for its Senior Services Center and directed (FPM) to negotiate with Loaves & Fishes Centers for a new five year Sublease at Tabor Square. FPM negotiated Sublease terms which meet the requirements and needs of DCHS-ADS and Loaves & Fishes Centers. DCHS-ADS has reviewed the Sublease and finds the Sublease acceptable and that it meets their requirements.

The property Master Lease from APM includes space for the non-County partners. This space is not needed for County uses and must be declared surplus to any County use for the County to entered into this Sublease.

3. **Explain the fiscal impact (current year and ongoing).** The Sublease rental rate is set to cover the initial rental rate of the Master Lease and provides for annual rental adjustments during the term as provided in the Master Lease.

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

**If a budget modification, explain: NONE REQUIRED**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: NONE REQUIRED**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

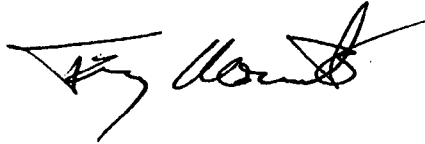


If grant application/notice of intent, explain: NONE REQUIRED

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. NONE known at this time..
5. Explain any citizen and/or other government participation that has or will take place. NONE has been required.

**Required Signatures:**



Department/Agency Director: \_\_\_\_\_

Date: 07/13/04

Budget Analyst



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

Date: 07/13/04

Dept/Countywide HR

By: Not Required for this Resolution

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Declaring A Portion Of The Leased Property Located At 4610 SE Belmont Street, Portland, Oregon, 97215 To Be Surplus And Approving A Real Property Sublease To Loaves & Fishes Centers, Inc.

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

- a. By Resolution 04-063, the Board approved a lease of the property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) known as Tabor Square, from American Property Management.
- b. A portion of the leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, is, at this time, surplus to any County use.
- c. The attached sublease has been negotiated with Loaves & Fishes Centers, Inc.
- d. It is in the best interests of the County to sublease the Property on the terms and conditions set forth in the attached sublease.

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

1. The Board approves the attached sublease. The County Chair is authorized to execute the sublease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the sublease and to execute amendments to the sublease without further Board action.

ADOPTED this 22<sup>nd</sup> day of July, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
\_\_\_\_\_  
John S. Thomas, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-107**

Declaring a Portion of the Leased Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Loaves and Fishes Centers, Inc.

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

- a. By Resolution 04-063, the Board approved a lease of the property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) known as Tabor Square, from American Property Management.
- b. A portion of the leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, is, at this time, surplus to any County use.
- c. The attached sublease has been negotiated with Loaves & Fishes Centers, Inc.
- d. It is in the best interests of the County to sublease the Property on the terms and conditions set forth in the attached sublease.

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

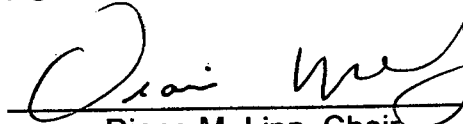
1. The Board approves the attached sublease. The County Chair is authorized to execute the sublease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the sublease and to execute amendments to the sublease without further Board action.

ADOPTED this 22nd day of July, 2004.

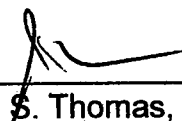


REVIEWED

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John S. Thomas, Deputy County Attorney

## SUBLEASE

Date: August 1, 2004

Between: Multnomah County, Oregon ("Sublessor")  
Facilities and Property Management  
401 North Dixon Street  
Portland, Oregon, 97227-1865

And: Loaves and Fishes Centers, Inc. ("Sublessee")  
7710 SW 31<sup>st</sup> Avenue  
Portland, Oregon, 97219  
P.O. Box 19477  
Portland, Oregon, 97280-0477

Sublessor leases to Sublessee and Sublessee leases from Sublessor the following described property (the "Premises") on the terms and conditions stated below:

Approximately 901 square feet of exclusive office and kitchen space in the building known as Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon, 97215 and as shown on the attached **Exhibit A**.

Sublessor further leases to Sublessee the following premises ("the Non-exclusive Premises") for the non-exclusive use of Sublessee as further described below:

Approximately 3,808 square feet of non-exclusive space in the Tabor Square Building known as the first-floor multi-use room and as shown on the attached **Exhibit A-1**.

### **Section 1. Master Lease**

Sublessor is the lessee of the Premises and Non-exclusive Premises by virtue of a lease, hereinafter the "Master Lease", wherein American Property Management Corp. (APM) is lessor, hereinafter the "Master Lessor". This Sublease is and shall be at all times subject and subordinate to the Master Lease and Amendments to the Master Lease, attached hereto and made a part of the Sublease as **Exhibit C**.

### **Section 2. Occupancy**

**2.1 Original Term.** The term of this sublease shall commence August 1, 2004, and continue through December 31, 2008, unless sooner terminated as hereinafter provided.

**2.2 Possession.** Sublessee's right to possession and obligations under this sublease shall commence on August 1, 2004. Sublessor shall have no liability for delays in delivery of possession and Sublessee will not have the right to terminate this sublease because of delay in delivery of possession except as hereinafter provided.

**2.3 Early Termination.** Either party may terminate this sublease upon written notice to the other party given not less than 180 days from the termination date.

**2.4 Renewal Option.** If the Sublessee is not in default at the time the option is exercised or at the time the renewal term is to commence, Sublessee shall have the option to renew this sublease for one term of five years, as follows:

(1) The renewal term shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Sublessor given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the sublease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the sublease for each renewal term shall be identical with the original term except for rent and except that Sublessee will no longer have any option to renew this Sublease. Rent shall be determined as provided in paragraph 3.2

(4) The right of renewal shall be valid only for the term the Master Lease is in full force and effect, and in the event the Master Lease is terminated for any reason, so shall be this Sublease.

### **Section 3. Rent**

**3.1 Rent.** During the first year of the original term, Sublessee shall pay to Sublessor as rent the sum of \$1,018.13 per month. All rent shall be payable without deduction or setoff of any kind on the first day of each month in advance at the address for Sublessor first above stated or at such place as may be designated by Sublessor. Rent for any partial calendar month shall be prorated based on a 30-day month.

**3.2 Rent Adjustment.** Rent during the term of this sublease and during the option period, if any, shall be adjusted as provided in the Master Lease.

### **Section 4. Use of the Premises.**

**4.1 Permitted Use.** The Premises shall be used for office and public service uses, including food preparation, and for no other purpose without the consent of Sublessor and the Master Lessor. Sublessee shall have the non-exclusive use of the Non-exclusive Premises for such uses as Sublessor in Sublessor's sole discretion shall deem appropriate. Such uses shall be subject to such reasonable rules and regulations as Sublessor may impose. Sublessor may at any time temporarily close the Non-exclusive Premises to make repairs or changes and may do such other acts in and to the Non-exclusive Premises as in its judgment may be desirable.

**4.2 Restrictions on Use.** In connection with the use of the Premises and the Non-Exclusive Premises, Sublessee shall:

- (1) Conform to all requirements of the Master Lease and refrain from any activity that would be a breach of the Master Lease.

- (2) Conform to all applicable laws and regulations of any public authority affecting the Premises and the Non-Exclusive Premises and correct at Sublessee's expense any failure of compliance created through Sublessee's fault or by reason of Sublessee's use.
- (3) Refrain from any activity that would make it impossible to insure the Premises and Non-exclusive Premises against casualty, would increase the insurance rate, or would prevent Sublessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Sublessor to obtain reduced premium rates for long-term fire insurance policies, unless Sublessee pays the additional cost of the insurance.
- (4) Refrain from any use that would be reasonably offensive to other sublessees or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the property.
- (5) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Sublessor.
- (6) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof without the written consent of Sublessor.

**4.3 Hazardous Substances.** Sublessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises and Non-exclusive Premises. Sublessee may use or otherwise handle on the Premises and Non-exclusive Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 4.1. Sublessee may store such Hazardous Substances on the Premises and Non-exclusive Premises only in quantities necessary to satisfy Sublessee's reasonably anticipated needs. Sublessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises and Non-exclusive Premises. Upon the expiration or termination of this Sublease, Sublessee shall remove all Hazardous Substances from the Premises and Non-exclusive Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**4.4 Parking.** Sublessee, its employees, and clientele shall have the use of parking as determined by Sublessor in accordance with **Exhibit B**.

## **Section 5. Repairs and Maintenance**

### **5.1. Sublessor and Sublessee Responsibilities**

(1) Sublessor shall require Master Lessor to provide such maintenance and repairs as are imposed on Master Lessor under the Master Lease. Sublessor shall have met this obligation if, upon receipt of written notice from Sublessee of a condition requiring maintenance and repair, Sublessor shall have forwarded such notice to the Master Lessor with a request that the work described in the notice be done.

(2) Sublessee shall take good care of the interior of the Premises and Non-exclusive Premises and at the expiration of the term surrender the Premises and Non-exclusive Premises in as good condition as at the commencement of this Sublease, excepting only reasonable wear attributable to Sublessee's use.

(3) Sublessee shall make any repairs necessitated by the negligence of Sublessee, its agents, employees, and invitees.

**5.2 Inspection of Premises.** Sublessor shall have the right to enter upon the Premises and the Non-exclusive Premises at any time to determine Sublessee's compliance with this sublease, to make necessary repairs or to show the Premises or Non-exclusive Premises to any prospective sublessee, and in addition shall have the right, at any time during the last two months of the term of this sublease, to place and maintain upon the Premises and Non-exclusive Premises notices for leasing the Premises.

## **Section 6. Condition of Premises; Alterations**

**6.1 Condition; Improvements.** Sublessee accepts the Premises and Non-exclusive Premises AS IS. Sublessee acknowledges and agrees that neither Sublessor nor Master Lessor has undertaken any obligation to make nor agreed to make any alteration or improvement to the Premises and Non-exclusive Premises for Sublessee's use or occupancy thereof. If Sublessee desires to alter or improve the Premises and Non-exclusive Premises in any way, Sublessee shall first obtain Sublessor's and Master Lessor's prior written consent to any such alteration or improvement, and any such alterations or improvements shall be made in accordance with the Master Lease.

**6.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises and Non-exclusive Premises by either Sublessor or Sublessee shall be the property of Sublessor when installed unless the applicable Sublessor's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Sublessee shall, at Sublessor's option, be removed by Sublessee at Sublessee's expense and the Premises and Non-exclusive Premises restored unless the applicable Sublessor's consent specifically provides otherwise.

## **Section 7. Insurance**

**7.1 Insurance Required.** Sublessee, at its expense, shall maintain at all times during the Term of this Sublease commercial general liability insurance in respect of the Premises and Non-exclusive Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit

coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Sublessor.

**7.2 Increase in Coverage.** Sublessor may from time to time require that the amount of commercial general liability insurance be increased so that the amount adequately protects Sublessor's interests.

**7.3 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

## **Section 8. Taxes**

**8.1 Property Taxes.** Sublessee shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation, or rental of the Premises, other than taxes on the net income of Sublessee.

**8.2 Sublessee Responsibility for Filing Claim for Exemption.** If Sublessee is entitled to an exemption from payment of taxes, Sublessee shall be responsible for obtaining the appropriate exemption. Sublessee shall provide proof of such exemption to Sublessor upon receipt of notice of approval of the exemption.

**8.3 Special Assessments.** If an assessment for a public improvement is made against the Premises, Sublessor may elect to cause the assessment to be treated the same as general real property taxes under section 8.1.

**8.4 Contest of Taxes.** Sublessee may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Sublessor's interest in the Premises.

**8.5 No Proration of Taxes.** Sublessee shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

**8.6 New Charges or Fees.** If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Sublessee shall pay such charge or fee. However, Sublessee has no obligation to pay any charge or fee based on the income derived by Sublessor from this lease.

**Section 9. Services and Utilities.** Sublessee shall not be responsible for payment of utilities janitorial supplies and services, window washing, trash removal, recycling or snow removal.



## **Section 10. Sublessee's and Sublessor's Representations**

**10.1** Sublessee acknowledges the provisions of the Master Lease and agrees to take the Premises and Non-exclusive Premises subject to all the terms and conditions of the Master Lease, to use the Premises and Non-exclusive Premises within the restrictions provided by the Master Lease, and to comply with all terms of the Master Lease, as if Sublessee were the tenant and Sublessor were the landlord under the Master Lease, except that Sublessee's rent shall be equal to the amount set forth in Section 3 of this Sublease.

**10.2** Sublessor represents and warrants that **Exhibit C** contains a true, correct, and complete copy of the Master Lease and all amendments to the Master Lease. Sublessee acknowledges and agrees that it has read and is familiar with the terms of the Master Lease and all amendments to the Master Lease.

## **Section 11. Liens**

**11.1** Except with respect to activities for which Sublessor is responsible, Sublessee shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises and Non-exclusive Premises free from any liens. If Sublessee fails to pay any such claims or to discharge any lien, Sublessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Sublessor and shall be payable on demand. Such action by Sublessor shall not constitute a waiver of any right or remedy, which Sublessor may have on account of Sublessee's default.

**11.2** Sublessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Sublessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Sublessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Sublessor cash or sufficient corporate surety bond or other surety satisfactory to Sublessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**Section 12. Indemnification.** Sublessee hereby agrees to indemnify, defend, protect, and hold harmless Sublessor and Master Lessor from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Sublessee's failure to perform its obligations under this Sublease or arising out of use of the Premises or Non-exclusive Premises by Sublessee or its agents, employees, contractors, customers, or invitees.

**Section 13. Assignment and Subletting.** Sublessee shall not assign its interest under the Sublease nor sublet all or any portion of the Premises and Non-exclusive Premises without first obtaining Sublessor's and Master Lessor's prior written consent. If Master Lessor approves further subleasing or assignment by Sublessee, Sublessor shall not unreasonably withhold its consent. No assignment or sublease shall release Sublessee from its obligations under this Sublease.

**Section 14. Default.** The following shall be events of default:

Tabor Square Sublease: R-12E Loaves & Fishes

**14.1 Default in Rent.** Failure of Sublessee to pay rent or other charge within 10 days after it is due.

**14.2 Default in Other Covenants.** Failure of Sublessee to comply with any term or condition or fulfill any obligation of this sublease (other than the payment of rent or other charges) within 20 days after written notice by Sublessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Sublessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**14.3 Insolvency.** Insolvency of Sublessee; an assignment by Sublessee for the benefit of creditors; the filing by Sublessee of a voluntary petition in bankruptcy; an adjudication that Sublessee is bankrupt or the appointment of a receiver of the properties of Sublessee; the filing of any involuntary petition of bankruptcy and failure of Sublessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Sublessee to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Sublessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Sublessor that they have unconditionally acquired the interest of the one causing the default. If this sublease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Sublessee under this sublease.

**Section 15. Remedies on Default.** In the event of default by Sublessee, this Sublease may be terminated at the option of Sublessor by written notice to Sublessee. Whether or not this Sublease is terminated by the election of Sublessor, Sublessor shall be entitled to pursue any remedies available to Sublessor under applicable law.

#### **Section 16. Surrender at Expiration,**

**16.1 Condition of Premises on Termination.** Upon expiration of the sublease term or earlier termination on account of default, Sublessee shall deliver all keys to Sublessor and surrender the Premises and Non-exclusive Premises in first-class condition and broom clean. Depreciation and wear from ordinary use for the purpose for which the Premises and Non-exclusive Premises are leased shall be excepted but repairs for which Sublessee is responsible shall be completed to the latest practical date prior to such surrender.

**16.2 Removal of Possessions.** Prior to expiration or other termination of the sublease term Sublessee shall remove all furnishings, furniture, and trade fixtures that remain its property. If Sublessee fails to do so, this shall be an abandonment of the property, and Sublessor may retain the property and all rights of Sublessee with respect to it shall cease or, by notice in writing given to Sublessee within 20 days after removal was required, Sublessor may elect to hold Sublessee to its obligation of removal. If Sublessor elects to require Sublessee to remove, Sublessor may effect a removal and place the property in public storage for Sublessee's account. Sublessee shall be liable to Sublessor for the cost of removal, transportation to storage, and

storage, with interest at the legal rate on all such expenses from the date of expenditure by Sublessor.

### **16.3 Holdover**

- (1) If Sublessee does not vacate the Premises and Non-exclusive Premises at the time required, Sublessor shall have the option to treat Sublessee as a sublessee from month to month, subject to all of the provisions of this sublease. Failure of Sublessee to remove fixtures, furniture, furnishings, or trade fixtures that Sublessee is required to remove under this sublease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises and Non-exclusive Premises by another sublessee or with occupancy by Sublessor for any purpose including preparation for a new sublessee.
- (2) If a month-to-month tenancy results from a holdover by Sublessee under this Section 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Sublessor given not less than 20 days prior to the termination date which shall be specified in the notice. Sublessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

### **Section 17. Miscellaneous**

**17.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**17.2 Notices.** Any notice required or permitted under this sublease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this sublease or to such other address as may be specified from time to time by either of the parties in writing.

**17.3 Recordation.** This sublease shall not be recorded without the written consent of Sublessor.

**17.4 Risk of Loss.** Sublessee shall be fully responsible for and shall assume all risk of loss of its personal property, furniture, fixtures, equipment, and furnishings in the Premises and Non-exclusive Premises.

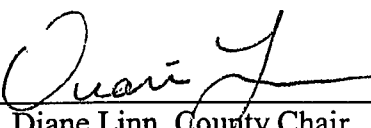
**17.5 Time of Essence.** Time is of the essence of the performance of each of Sublessee's obligations under this sublease.

**17.6 Confidentiality of Business Information.** Sublessor and Sublessee acknowledge that Sublessor's use of the Premises and Sublessee's permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature, and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. Sublessor and Sublessee, for themselves, their agents,

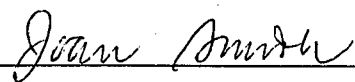
employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. Sublessor and Sublessee acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the Sublease, for which the non-violating party may terminate the Sublease and for which additional remedies may also be available.

**17.7 Master Lessor's Consent to Sublease.** The Master Lessor under the Master Lease, hereby consents to the foregoing Sublease without waiver of any restriction in the Master Lease concerning further assignment of subletting. Master Lessor certifies that, as of the date of Master Lessor's execution hereof, Sublessor, is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the foregoing Sublease. Sublessee's agreement to perform such obligations shall not release Sublessor of its primary and unconditional liability for payment of rental and other charges and performance of Sublessor's obligations as Tenant under the Master Lease during the full term of the Master Lease.

Sublessor:  
MULTNOMAH COUNTY

By:   
Diane Linn, County Chair

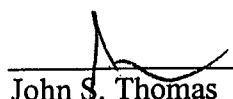
Sublessee:  
LOAVES & FISHES CENTERS, INC.

By:   
Title: Exec. Director

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

Master Lessor:  
AMERICAN PROPERTY  
MANAGEMENT CORP.

By:   
John S. Thomas  
Deputy County Attorney

By: \_\_\_\_\_  
Douglas D. Lindholm  
Vice President of Commercial Property

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-13 DATE 07-22-04  
DEBORAH L. BOGSTAD, BOARD CLERK

# Occupant Information

① Space 1  
901 SqFt  
Loaves & Fishes  
Exclusive Use Space

## Tabor Square Office Building - 409

4610 SE Belmont Street  
Portland, Oregon 97215

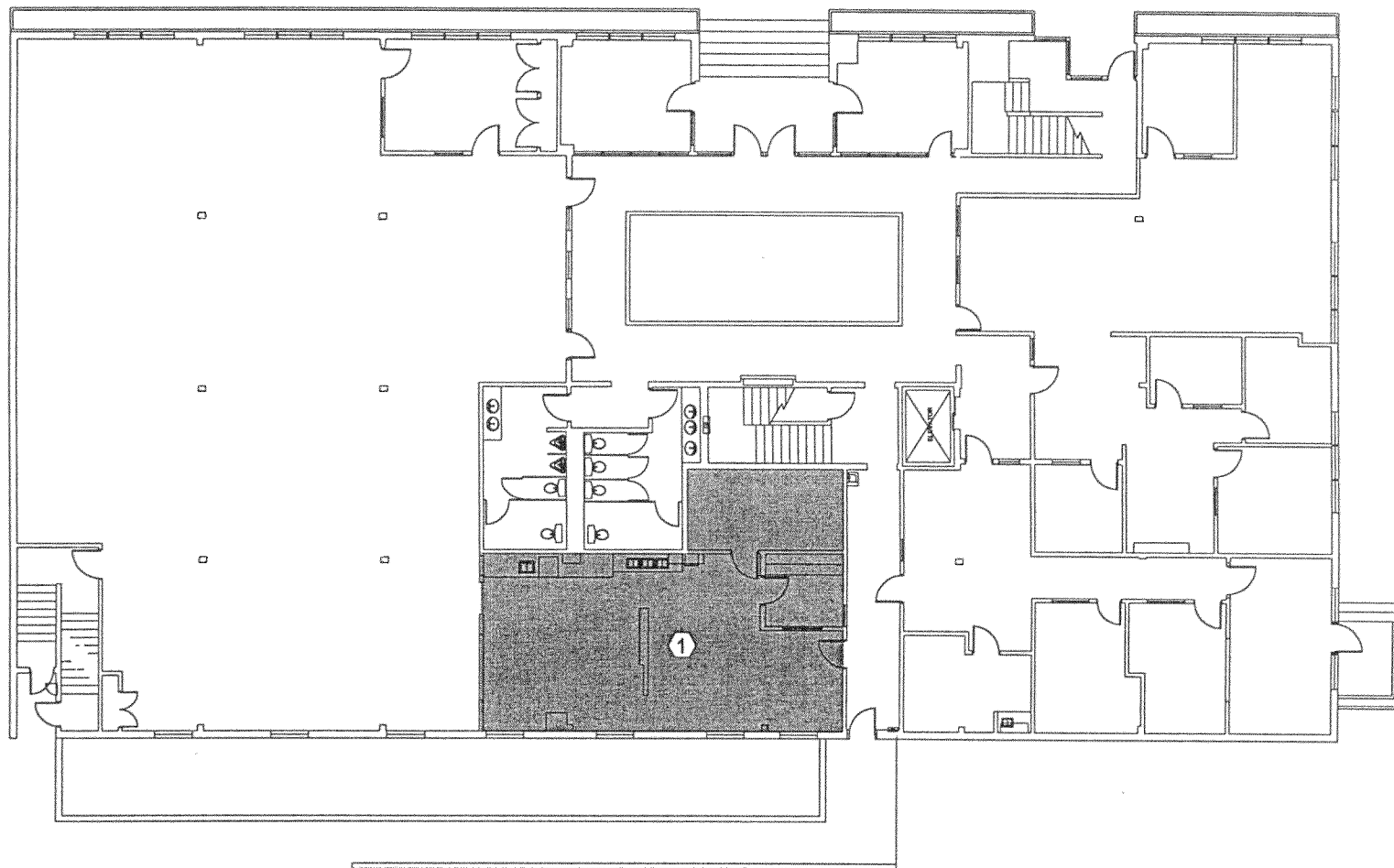


Exhibit A

First Floor

Measured by: Brett Taute  
Date: 29 June 2004  
Control # X-05-012



Occupant Information

① Space 1  
3,808 SqFt  
Multi-Use Room  
Non-Exclusive Space

Tabor Square Office Building - 409  
4610 SE Belmont Street  
Portland, Oregon 97215

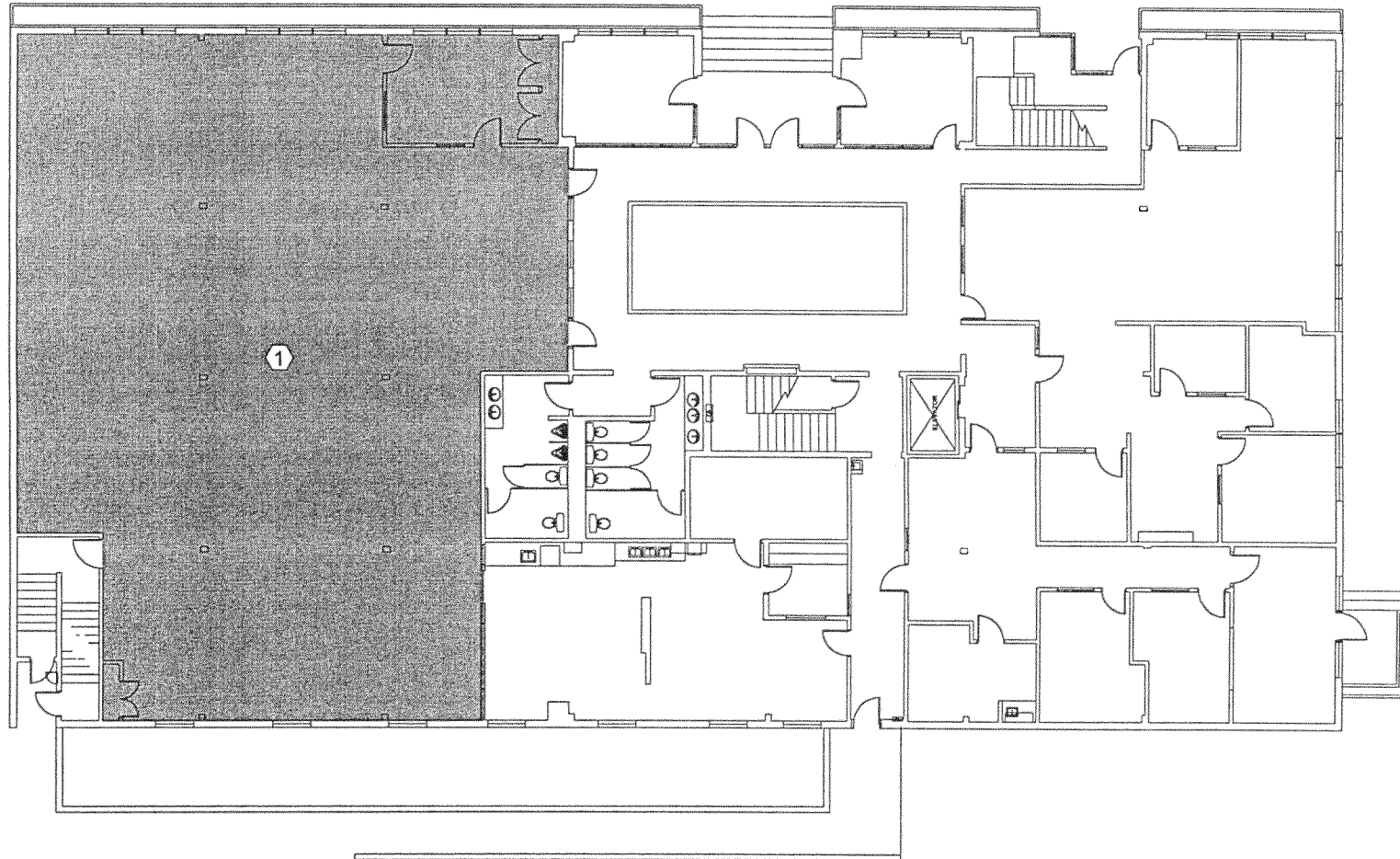


Exhibit A-1

First Floor

Measured by: Brett Taute  
Date: 29 June 2004  
Control #X-05-011



## EXHIBIT B

### TABOR SQUARE BUILDING: PARKING PLAN FOR SUBLESSOR AND SUBLESSEES AUGUST 2004

1. Guiding Principles for Parking Allocation and Assignment:
  - Client and Guest parking is the priority.
  - No staff parking in client areas at any time.
  - Parking will be managed on an ongoing basis, by the County DCHS.
2. Tabor Building Adjacent Building Parking Lots:
  - Allocation, assignment, and marking of parking spaces in the two parking lots adjacent to the building will be by the County DCHS.
  - Distribution and location of parking for Disabled, Handicapped, Special Assistance, Tri-Met Lift-Buses, and Loaves & Fishes "MOW" drivers will be determined by County DCHS.
  -
3. Tabor Building Satellite Parking Lot:
  - Allocation, assignment, and marking of parking spaces in the satellite parking lot will be as follows:
    - All parking spaces (43 spaces) will be available to all County, DCHS-Partners, Tabor Square clients and guests on a "first-come" basis.
    - If parking congestion or conflicts occur, the County DCHS will study the situation and then allocate, assign, and mark parking spaces as necessary.
4. Parking Plan Review:
  - The Tabor Square Parking Plan will be reviewed in July of each year by the County DCHS.
  - Allocation, assignment, and marking of parking spaces will be assessed and modified as necessary based upon parking needs and parking issues.

**EXHIBIT C**  
**MASTER LEASE AND AMENDMENTS**





## MULTNOMAH COUNTY OREGON

---

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

---

**TABOR SQUARE BUILDING**  
**4610 SE BELMONT STREET**  
**PORTLAND, OR 97215**

**AMERICAN PROPERTY MANAGEMENT**  
**AGENT FOR WESTON INVESTMENT CO.**

**ORIGINAL LEASE:**

**August 1, 1993 to December 31, 2003**

**FIRST AMENDMENT:**

**June 24, 1997 to December 31, 2003**

**SECOND AMENDMENT:**

**January 1, 2004 to December 31, 2008**  
**(Executed May 13, 2004)**

# MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

LEASE TYPE: Revenue ☐ Expense ☒ County Owned ☐ Renewal ☒  
Tax Exemption Filing: XX Yes No

# COPY

LEASE NAME: TABOR SQUARE BUILDING (APM: #C-01-285-6688-02) (MC: L-04 / B-409)  
LEASE AGREEMENT, July 8, 1993  
FIRST AMENDMENT, June 24, 1997  
SECOND AMENDMENT, April 21, 2004 (BCC Resolution 04-063, May 13, 2004)

LESSOR: AMERICAN PROPERTY MANAGEMENT CORP., Agent for Weston Investment Co. LLC  
Local Address: 2154 NE Broadway, Portland, OR, 97232  
P.O. Box 12127, Portland, OR 97212  
Contact: Jackie Mullen, Doug Lindholm Phone: 503-281-7779 Fax: 503-460-2616  
LESSOR Taxpayer ID: 93-1173413 VENDOR No: 15999

LESSEE: MULTNOMAH COUNTY, OREGON  
Address: 401 N. Dixon Street, Portland, Oregon, 97227-1865  
Phone: 503-988-3322  
COUNTY: Department of County Human Services, Aging & Disability Services Section  
Contact: Steve Bullock, X26344 Scott Henderson, X22798  
Address of lease and purpose: 4610 SE Belmont Street, Portland, OR 97215  
DCHS-ADS Offices and Senior Services Center

LEASE Commencement Date: August 1, 1993 Expiration: December 31, 2003  
2<sup>nd</sup> AMENDMENT Commencement Date: January 1, 2004 Expiration: December 31, 2008  
Execution Date: May 13, 2004

Monthly Payment Terms:	Base Rents/mo	Other Charges/mo	FY Annual Total
FY 03-04 Jan-Jun	\$27,115.46	\$000	\$162,693
est.*: FY 04-05	\$27,900	\$000	\$334,800
est.*: FY 05-06	\$28,750	\$000	\$345,000
est.*: FY 06-07	\$29,650	\$000	\$355,800
est.*: FY 07-08	\$30,500	\$000	\$366,000
est.*: FY 08-09 Jul-Dec	\$31,500	\$000	\$189,000
Total Amount of Lease Agreement:			\$1,753,293

\*est.: 2<sup>nd</sup> Amendment, Article 5: Rental Adjustment in August will be based on May CPI, US City Average

Business Area	Cost Center/WBS	Project/File Number	CO. Bldg #/Name
3505	B409 BASE / 60210	L-04	MC 00079 / B-409

## Required Signatures

Date:

Department Head

*[Signature]*

5/21/04

Property Management

*[Signature]*

5/20/04

County Counsel

See Executed Lease Amendment

May 13, 2004

County Chair

See Executed Lease Amendment

May 13, 2004

Contract Number: 4600001465

(from SAP O/A #) Req# N/A



# AMERICAN PROPERTY MANAGEMENT CORP.

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone 503-281-7779 Fax 503-460-2616

## SECOND AMENDMENT TO LEASE LEASE EXTENSION

April 21, 2004

**COPY**

AMERICAN PROPERTY MANAGEMENT Account #C-01-285-6688-02  
MULTNOMAH COUNTY Lease # L-04 / Building # B-409

It is mutually agreed that the Lease Agreement dated July 9, 1993 and the First Amendment to Lease, dated June 24, 1997, ("collectively the "LEASE"), between AMERICAN PROPERTY MANAGEMENT CORP. as agent for and on behalf of WESTON INVESTMENT CO., L.L.C. ("LESSOR"), and Multnomah County Oregon, a political subdivision of the State of Oregon ("LESSEE"), for 4610 SE Belmont Street, consisting of approximately 26,984 rentable square feet ("Premises") in the Tabor Square Office Building located at 4610 SE Belmont Street, Portland, Oregon 97215 ("Building") is hereby modified as follows:

If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this Second Amendment to Lease shall control.

### Article 1: LEASE TERM

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the Lease term shall be extended for a period of five (5) years and shall terminate December 31, 2008 ("Extension Term").

### Article 2: INITIAL BASE RENTAL

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the initial base rental for the Extension Term shall be \$27,115.46 per month.

The LESSEE shall submit with this signed Second Amendment to Lease, the base rent for the first month of the Extension Term equal to \$27,115.46.

### Article 3: REPAIRS AND IMPROVEMENTS

Section 6.1 of the LEASE, "Repairs and Improvements," shall be amended with the addition of the following:

6.1(a) For Building operations, maintenance, and repairs, LESSEE shall provide notice under this Section to LESSOR'S Commercial Property Manager ("LCPM"). For purposes of this Section, LESSEE shall designate one individual employee to be the LESSEE'S Facility Property Manager, ("FPM"), and shall provide LESSOR with the

name of the FPM. LESSEE reserves the right to designate another FPM if the original FPM is reassigned or leaves LESSEE'S employ. In the event the designated FPM is unavailable, LESSEE reserves the right to assign another FPM as contact.

6.1(b) HVAC seasonal adjustments and other HVAC system repair and maintenance shall be performed by LESSOR at LESSOR'S sole cost, as needed after LESSEE'S FPM contacts LESSOR'S LCPM. The LCPM shall respond at the Premises by the next business day after receipt of notice by the FPM during business hours. For purposes of this Section receipt of notice shall be established by confirmation by LESSEE that notice sent was received at LESSOR'S Fax Number or personal delivery to LESSOR. Business days and hours for HVAC system issues shall be defined as Monday at 8:00am through Friday at 5:00pm (except holidays). After assessing the situation the LCPM will prepare a work order for the LESSOR'S service department, who will perform the work order within three (3) business days, provided the necessary parts are readily available.

6.1(c) Notwithstanding anything provided herein to the contrary, if the HVAC, Mechanical, Plumbing, Electrical, or other necessary system or major component or equipment thereof fails or is non-operational, LESSOR'S LCPM and service department shall respond within the same day of LESSEE'S notice if possible, if not possible no later than the next business day from receipt of notice. LESSOR shall use its best efforts to immediately assess repairs necessary and commence and complete repairs with all deliberate speed

#### **Article 4:     PARKING**

Section 21.1 of the LEASE, "Parking", shall be replaced with the following:

LESSEE shall have the use of the following parking spaces:

##### **Tabor Square Satellite Lot:**

The 43 exclusive regular spaces on a portion of the off-site satellite parking lot located approximately one block west of the building on SE Belmont Avenue and SE 43rd; as shown on the original LEASE Exhibit B-1,

##### **Tabor Square On-Site East Lot:**

The eight (8) exclusive spaces in the east parking lot adjacent to the building; as shown on the original LEASE Exhibit B-2

##### **Tabor Square On-Site South Lot:**

The 13 exclusive spaces in the parking lot directly behind the building; as shown on the original LEASE Exhibit B-3,

The six (6) non-exclusive spaces rented month to month by the LESSOR for the exclusive use of the LESSEE. In the event the LESSOR'S month to month lease for the six parking spaces is terminated, the LESSOR shall reduce the LESSEE'S rental obligation in an amount consistent with the LESSOR'S actual cost to rent the lost parking spaces. The four (4) non-exclusive spaces, as of January 1, 2004, should be available on a first come, first serve basis as shown on the original LEASE Exhibit B-3 and the attached Exhibit B-4. In the event of a dispute with the adjacent property owner, LESSOR will do everything possible to assure LESSEE use of said four non-exclusive spaces.

The LESSEE shall be allowed to re-stripe the exclusive parking spaces to meet LESSEE'S needs with LESSOR'S consent in writing, which shall not unreasonably be withheld.

#### **Article 5: RENTAL ADJUSTMENT**

Section 29.1 of the LEASE, "Rental Adjustment", shall be replaced with the following:

The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), as of May 2003 and the same Consumer Price Index May 2004, and on the same month of each year of the LEASE term thereafter. Such information will be secured from the U.S. Bureau of Labor Statistics. Base rent will be increased by the annual Consumer Price Index increase, not to exceed 5%, on every Rental Adjustment Date (30.1) thereafter during the five (5) year extension term.

#### **Article 6: RENTAL ADJUSTMENT DATES**

Section 30.1 of the LEASE, "Rental Adjustment Dates", shall be amended with the following:

The rental adjustment dates will be:

August 1, 2004  
August 1, 2005  
August 1, 2006  
August 1, 2007  
August 1, 2008

#### **Article 7: INTERIOR DESIGN & MODIFICATION**

Section 34.1 of the LEASE, "Interior Design & Modification", and Section 40.1 of the LEASE, "LESSOR Agreed Tenant Improvements", shall be amended with the following:

See Exhibit "D-1," "D-2," and "D-3" Floor Plan and Exhibit "E-1" Interior Space Work Agreement, incorporated herein by reference.

The LESSOR shall provide the Tenant Improvements as described in Exhibits "D-1", "D-2", "D-3", and "E-1" at the LESSOR'S sole expense. The LESSOR shall be responsible for coordinating the tenant improvements after receiving prior written notice from LESSEE no later than twelve (12) months after the Commencement Date. If written notice is not received by December 31, 2004, this Article 7 will become null and void and of no further cause or effect. The LESSEE'S contact person for scheduling tenant improvements is the FPM. If LESSOR arrives to perform tenant improvements on a mutually agreed date and LESSEE is unable to proceed at such time, the LESSOR shall have the option to reschedule at least thirty (30) days out and charge LESSEE a \$150.00 rescheduling fee.

If any provisions contained in this Exhibit "E-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE, the provisions contained in this Exhibit "E-1" Interior Space Work Agreement shall control.

Exhibit "G" Wheelchair Access G1/G2

## **Article 8: JANITORIAL SPECIFICATIONS**

The LEASE shall be amended by the addition of the following as Subsection 5.1(b):  
Janitorial specifications are attached as Exhibit "H."

## **Article 9: ICE SNOW AND DEBRIS REMOVAL**

The Lease shall be amended by the addition of the following as 5.1(c) :

LESSOR will be responsible for the removal of ice, snow or other debris from the areas identified in the attached Exhibit "I" as the debris removal area. In addition, LESSOR shall be responsible for the removal of ice, and snow from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B" in the same manner as described above, except LESSEE shall reimburse LESSOR for the reasonable costs incurred. LESSOR shall be responsible for the regular maintenance, including the removal of debris from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B."

LESSOR will maintain a first response automatic deployment contract with a snow and ice control company through the LEASE term.

## **Article 10: EXPIRATION OF OFFER**

This offer to extend LESSEE'S LEASE shall expire at the sole option of the LESSOR if this Second Amendment to Lease is not signed by the LESSEE and delivered to the LESSOR with no changes and accompanied by appropriate pre-paid monies by May 14, 2004.

The signing of this Second Amendment to Lease by the parties hereto constitutes a Lease between them incorporating all of the terms and conditions contained in the original LEASE heretofore made between LESSEE and LESSOR, or LESSOR'S predecessor in interest, except as modified by the terms of this Second Amendment to Lease. If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the original LEASE, the provisions in this Second Amendment to Lease shall control. This Second Amendment to Lease is to be attached to the original LEASE, which is to be deemed a part of it. This Second Amendment to Lease shall not be binding at the sole option of the LESSOR if, as of the commencement date of the Extension Term herein, the LESSEE is in default under any of the provisions of the original LEASE above described.

## **Article 11: CONFIDENTIALITY OF BUSINESS INFORMATION**

LESSOR and LESSEE acknowledge that LESSEE'S permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. LESSOR and LESSEE, for themselves, their agents, employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. LESSOR and LESSEE acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the LEASE, for which the non-violating party may terminate the LEASE and for which additional remedies may also be available.

## **Article 12: WAIVER OF SUBROGATION**

Neither LESSOR nor LESSEE shall be liable to the other for any loss arising out of damage to or destruction of the Leased Premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage. All such claims against one another for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of its respective agents, servants, or employees. Each party shall fully provide its own property damage insurance protection at its own expense, and each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, the insurance carriers involved shall not be entitled to subrogation under any circumstance.

## **Article 13: TENANT IMPROVEMENTS**

The attached Exhibit "E-1" provides specifications and plans for various improvements to the Premises. Notwithstanding Section 39.1 LESSOR shall be responsible for the costs of the identified repairs and renovations detailed in Exhibit "E-1", unless otherwise provided therein.

## **Article 14: ATTACHMENTS INCLUDED**

This Second Amendment to Lease shall include all of the following attachments hereby incorporated by this reference:

Exhibit "B-4" Tabor Square On-Site South Parking Lot  
Exhibit "D-1" First Floor Plan  
Exhibit "D-2" Second Floor Plan  
Exhibit "D-3" Lower Level Floor Plan  
Exhibit "E-1" Interior Space Work Agreement  
Exhibit "G-1" Wheel Chair Lift  
Exhibit "G-2" Wheel Chair Lift  
Exhibit "H" Janitorial Specifications  
Exhibit "I" Ice and Snow Removal

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day, the month, and the year herein below written, any corporation signature being by authority of its Board of Directors.

**LESSOR:**

**AMERICAN PROPERTY MANAGEMENT CORP.**

as agent for and on behalf of  
WESTON INVESTMENT CO., L.L.C.

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

Douglas D. Lindholm

Vice President of Commercial Property

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

5.19.04

**LESSEE:**

**Multnomah County Oregon,**

a political subdivision of the State of Oregon

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

Diane M. Linn

County Chair

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

5.13.04

**COPY**

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

Matthew O. Ryan,

Assistant County Attorney

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

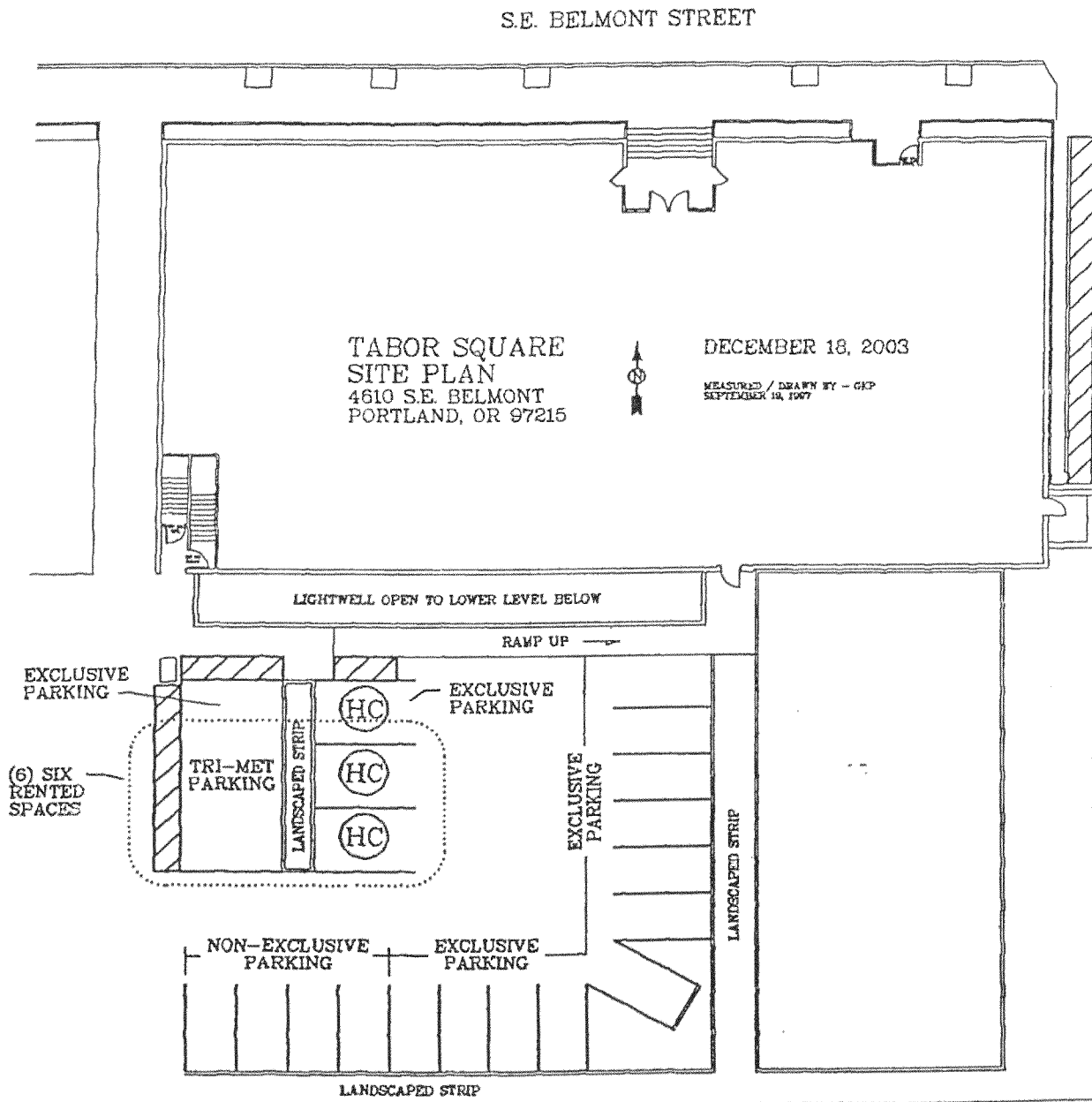
AGENDA # R-15 DATE 05.13.04

DEBORAH L. BOGSTAD, BOARD CLERK



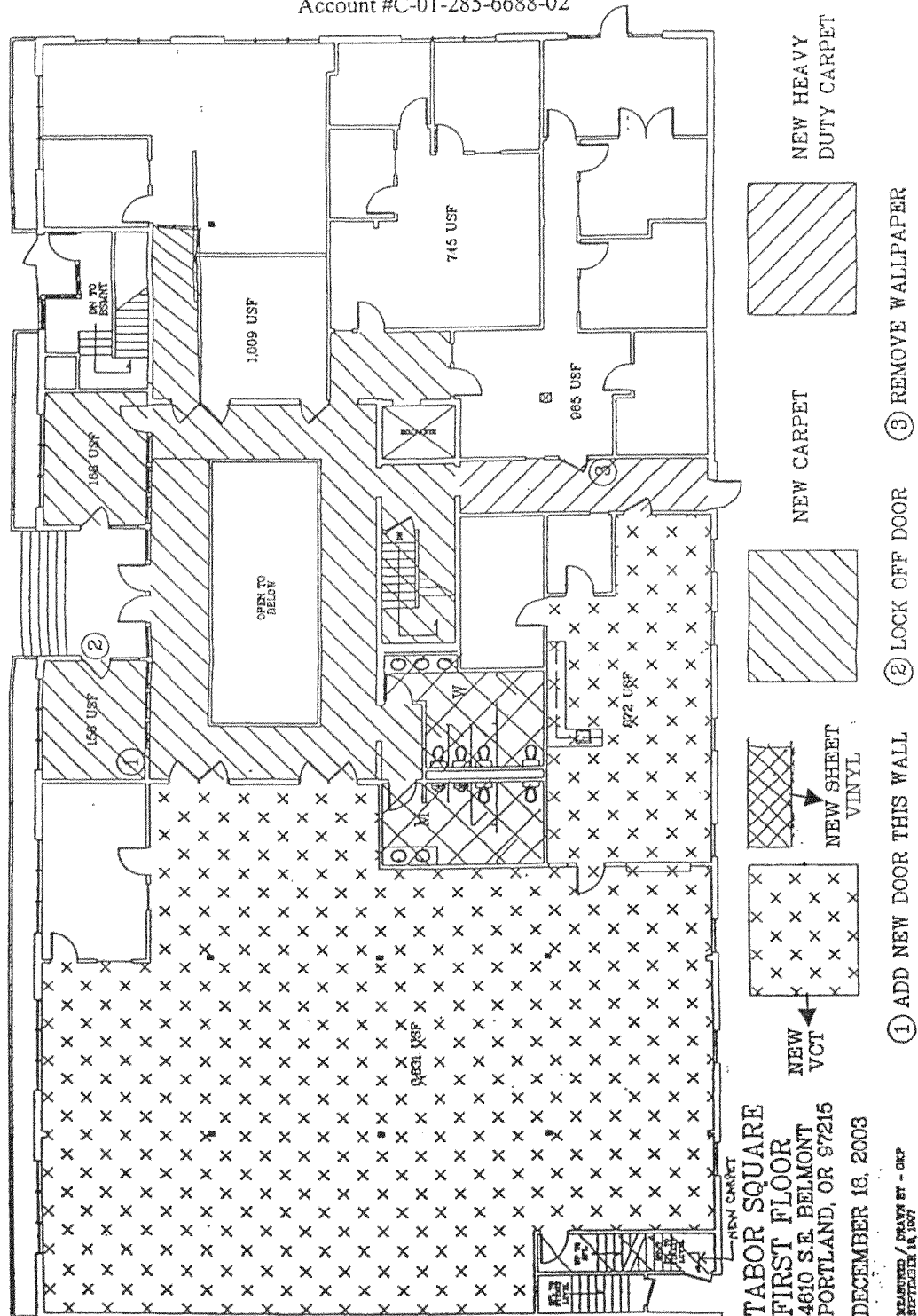
# EXHIBIT "B-4" TABOR SQUARE ON-SITE SOUTH LOT

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



# EXHIBIT "D-1" FIRST FLOOR PLAN

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

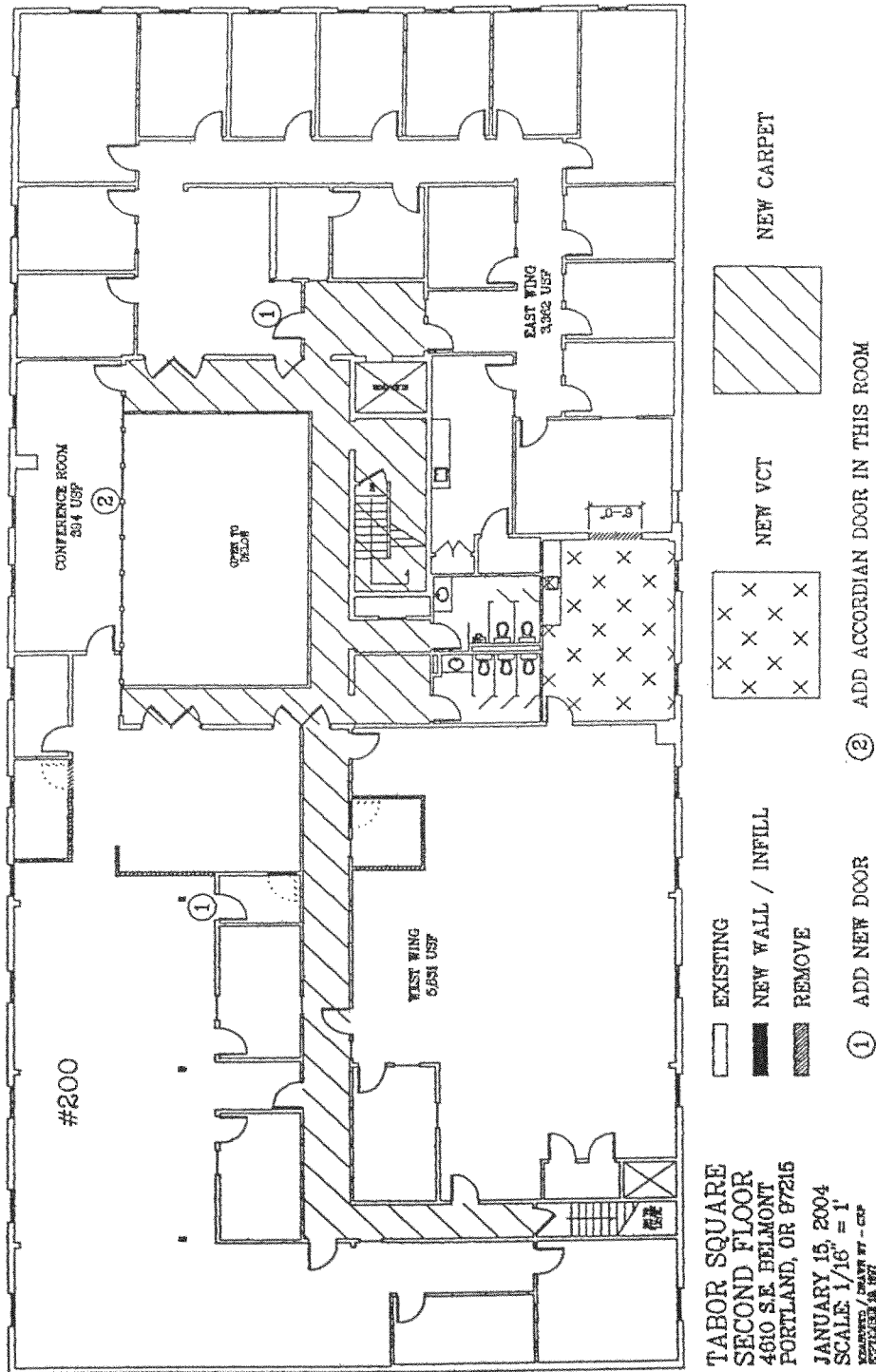


Any changes to this Exhibit "D-1" Floor Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

# EXHIBIT "D-2" SECOND FLOOR PLAN

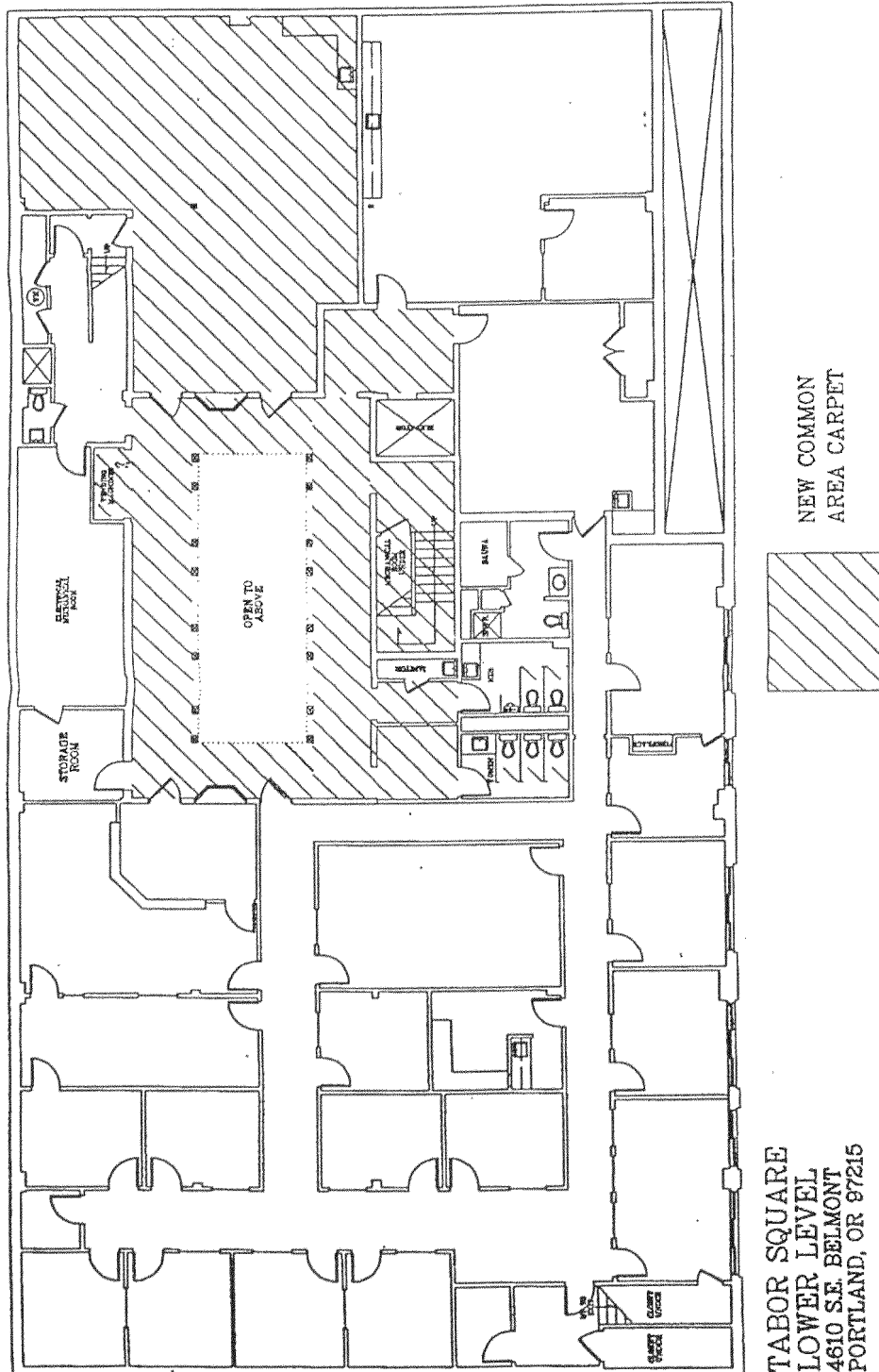
Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



Any changes to this Exhibit "D-2" Floor Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

# EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

**FLOORCOVERING:** X

All existing carpet in the areas identified in Exhibits "D-1," "D-2," and "D-3." will be replaced with a carpet upgrade from the normal building standard as per the specifications agreed between the parties.. " It is agreed the areas to receive new carpet include the stairways that are currently carpeted, and the large lower level meeting room in the northeast corner, and the two rooms adjacent to the front entry, and the second floor west hall to west fire exit. The hallway from the rear entrance to the central stairway will receive a more durable walk off carpet. The lower level floor tiles will remain as is. See Exhibits "D-1," "D-2," and "D-3." The carpet replacement work will be scheduled immediately after a renewal agreement is fully executed. Carpet shall be loop-pile, building standard, commercial grade, direct glue-down with no pad. LESSOR will provide carpet samples LESSEE: has chosen the following: Carpet: "Picket Fence" and Cove Base: "Royal Purple"

All heavy traffic carpet not replaced shall be shampooed. The LESSOR will shampoo the heavy traffic portions of the carpet in the Building every 24 months upon request by the LESSEE. .

LESSOR will repair the "lumpy" floors within the areas where the carpet is replaced prior to laying the new carpet. The lumpy floor identified in other areas will remain as is except 1) In the southwest wing of the second floor where the existing carpet will be lifted in one area along an internal circulation path between furniture partitions. 2) The second floor and lower level meeting and conference rooms in specific lumpy areas identified by LESSEE.

**RESTROOMS:** X

LESSOR warrants that the first level restrooms, referenced in Exhibit "D-1," are in compliance with all applicable local, State, and Federal compliance requirements and regulations including the American With Disabilities Act (ADA). The restrooms will be renovated to include:

1. Install new vinyl flooring. Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"
2. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4630-60 "Cloud Nebula"
3. Install new metal toilet partitions.
4. Repaint existing walls to match existing color. See "New Paint".
5. Install grab bars.

Provided the second floor restrooms, referenced in Exhibit "D-2", are not necessary to be accessible as public restrooms, LESSOR shall remove one toilet fixture in each restroom in order to provide an ADA sized stall and renovate to include items 1-6 below. Otherwise, LESSOR shall bring the second floor restrooms, referenced in Exhibit "D-2," in compliance with all applicable local, State, and Federal compliance requirements and regulations including the ADA, with the understanding that each restroom will have one less toilet. The restrooms will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. See "New Paint".
4. Remaining toilet fixtures to remain.
5. Install grab bars.

## EXHIBIT "E-I" INTERIOR SPACE WORK AGREEMENT (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### RESTROOMS, continued: X

6. The floor will be repaired where partitions are removed. Floor and wall tiles will be replaced as necessary. These restrooms are currently marked "staff only."

The lower level restrooms, referenced in Exhibit "D-3," will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. : See "New Paint".
4. Floor tile to remain.
5. Existing toilet fixtures to remain.

The third "extra" restroom on the lower level, referenced in Exhibit "D-3", shall be identified as a unisex restroom and renovated to include:

1. Grab bars will be provided in order to accommodate wheelchair visitors.
2. Repaint the existing walls to match existing color. See "New Paint".
3. The sauna and shower will remain. No other improvements will be made.

### FRONT ENTRANCE: X

LESSOR shall reconfigure the easterly Building entrance off Belmont Street to provide a disabled lift/elevator access to the Building's first floor in compliance with all applicable local, State, Federal requirements including ADA for that type of disabled access. The entrance/access will shall be built to standard sufficient to accommodate a wheelchair or a scooter consistent with the plans and specifications set forth in Exhibits "G-1" and "G-2." LESSOR will work with LESSEE to relocate existing interior walls and doors to accommodate new access hallway and access to existing offices.

The LESSOR will provide an allowance of \$100 towards LESSEE'S installation of a card key access for this new entrance renovation.

### HALL LIGHTING: X

LESSOR will remove the existing thirty-one (31) hall "wall" light fixtures and replace them with wall sconces with a low profile and round curves that are in compliance with City of Portland Building Code. LESSOR shall provide LESSEE an opportunity to review and comment on the proposed replacement light fixtures.

## EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

REMODEL BREAKROOM -  
SUITE #200:

X

LESSOR will repaint throughout as provided herein. If the wall between the Breakroom and the room to the east is not a load bearing wall and there is no mechanical system (e.g. plumbing, ventilation, etc) in the wall, the wall shall be removed. If the wall is not removed LESSOR shall create a 6 foot-wide walk-through opening in the wall with a sheetrock painted finish. LESSOR will install new vinyl floor in the Breakroom.

Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

LOAVES & FISHES:

X

LESSOR shall install building standard 12" x 12" VCT tile in the Loaves and Fishes area including the kitchen and eating area, see Exhibit "D-1". Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

NEW PAINT:

X

LESSOR will paint all existing painted walls and ceilings (except the atrium ceiling) to match the existing colors. The wallpaper in the rear building entrance hall will be removed and the wall will be painted.

Wall color: Match the existing colors.

LESSOR will paint all interior wood trim and all metal trim currently painted, (including railings, doors, and windows) a new color. LESSOR will use water based latex paint. Painting will be performed during business hours. The color of the trim shall be selected by LESSEE from LESSOR provided paint selection.

Trim color selected by LESSEE: Rodda Paint #8273 "Grand Bay"

FIRST FLOOR GLASS  
MEETING ROOM:

X

LESSOR shall install a new interior door to the room adjacent to the main Belmont Building entry in compliance with all applicable Building Code requirements; If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change. The existing exterior door will remain and will be locked off. The LESSOR shall replace the existing electric wall heater. LESSOR shall cover with suitable material the exposed plumbing in the room before painting.

## EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 4 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

<u>SECOND FLOOR</u>			
<u>MEETING ROOM:</u>			<u>X</u>

LESSOR shall install a low noise coefficient accordion door to a specification and in a location mutually agreed to.

<u>PARTITIONS, DOORS AND FRAMES:</u>			<u>X</u>
--------------------------------------	--	--	----------

- Second floor, Office #200: LESSOR shall remove non-bearing walls as described in Exhibit "D-2" Floor Plan. In addition, LESSOR shall add one door and remove two doors where described in Exhibit "D-2" Floor Plan.
- Second floor, Elevator Lobby: LESSOR shall add one door to elevator lobby where indicated in Exhibit "D-2" Floor Plan in compliance with all applicable Building Code requirements, If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change.

### MISCELLANEOUS

<u>RELIGHTS:</u>	<u>X</u>	<u>None</u>
------------------	----------	-------------

<u>LOCKS/HARDWARE:</u>		<u>X</u>
------------------------	--	----------

Provide lock set on new ADA entry door and interior doors		<u>X</u>
---	--	----------

Provide \$100 allowance for new ADA entry door card key access		<u>X</u>
--	--	----------

### WINDOW

<u>COVERINGS:</u>	<u>X</u>	<u>None</u>
-------------------	----------	-------------

<u>TELEPHONE:</u>	<u>X</u>	<u>None</u>
-------------------	----------	-------------

### TENANT IMPROVEMENTS SCHEDULE:

LESSOR shall start Tenant Improvements upon the execution of this LEASE Amendment, which shall be upon the signatures of the parties. The LESSOR and LESSEE will coordinate the Tenant Improvement Schedule in advance to accommodate the LESSEE'S activities. Except for the new building ADA entrance on Belmont Street as discussed herein, all other LESSOR tenant improvement work described in this Exhibit "E-1" will be completed by August 15, 2004. The new Belmont Street entrance will be completed no later than September 15, 2004.

Note: LESSEE acknowledges that LESSOR will be performing the above described work during normal business hours. LESSEE agrees to move all furniture and equipment at least three (3) feet away from work areas.

If LESSEE is modifying their existing space layout, or expanding their leased premises, it is understood and agreed that all LESSOR Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

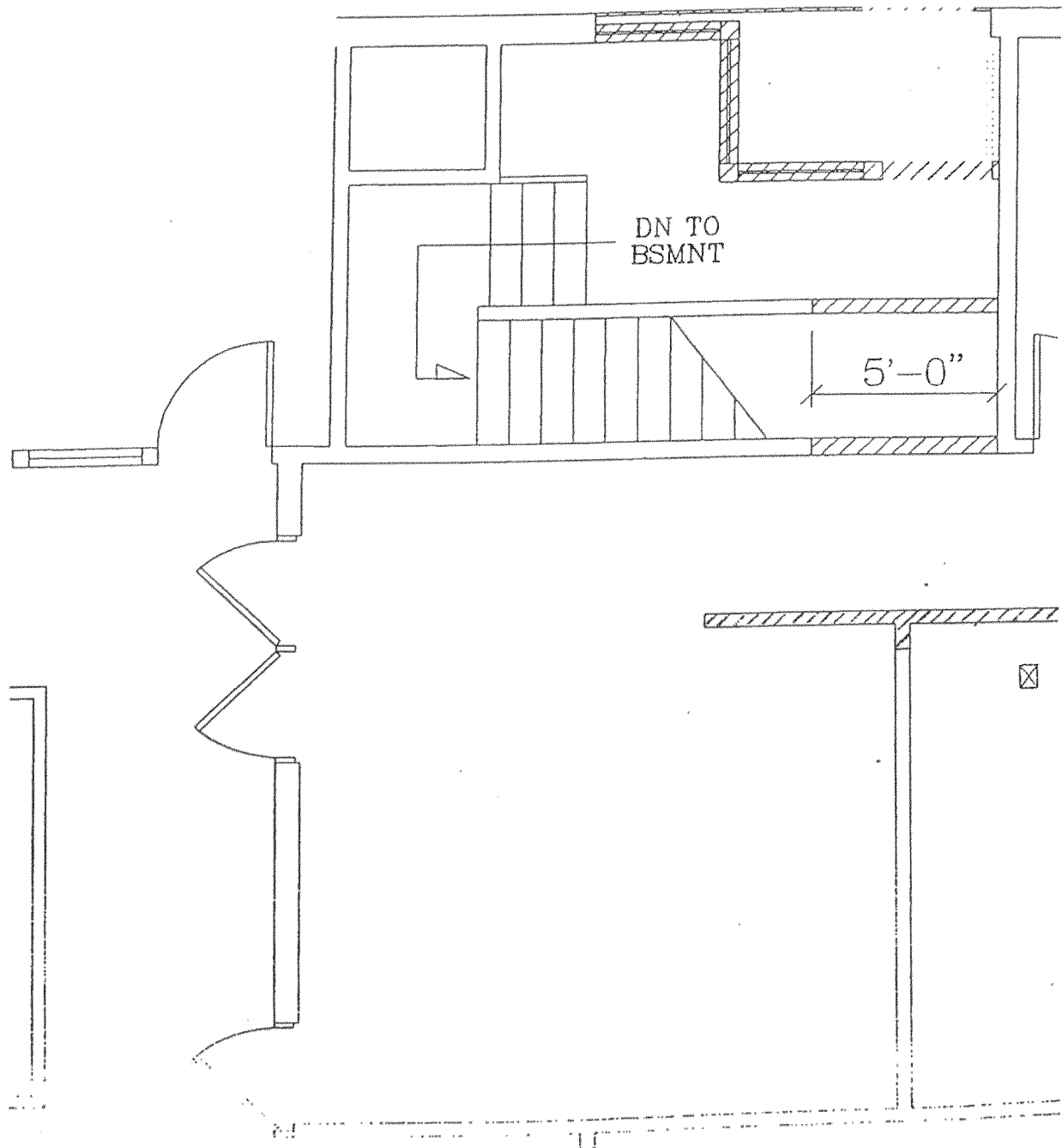
If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE (ie: Exhibit "D-1," "D-2" or "D-3" Floor Plan), the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.



## EXHIBIT "G-1" WHEEL CHAIR LIFT (page 1 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

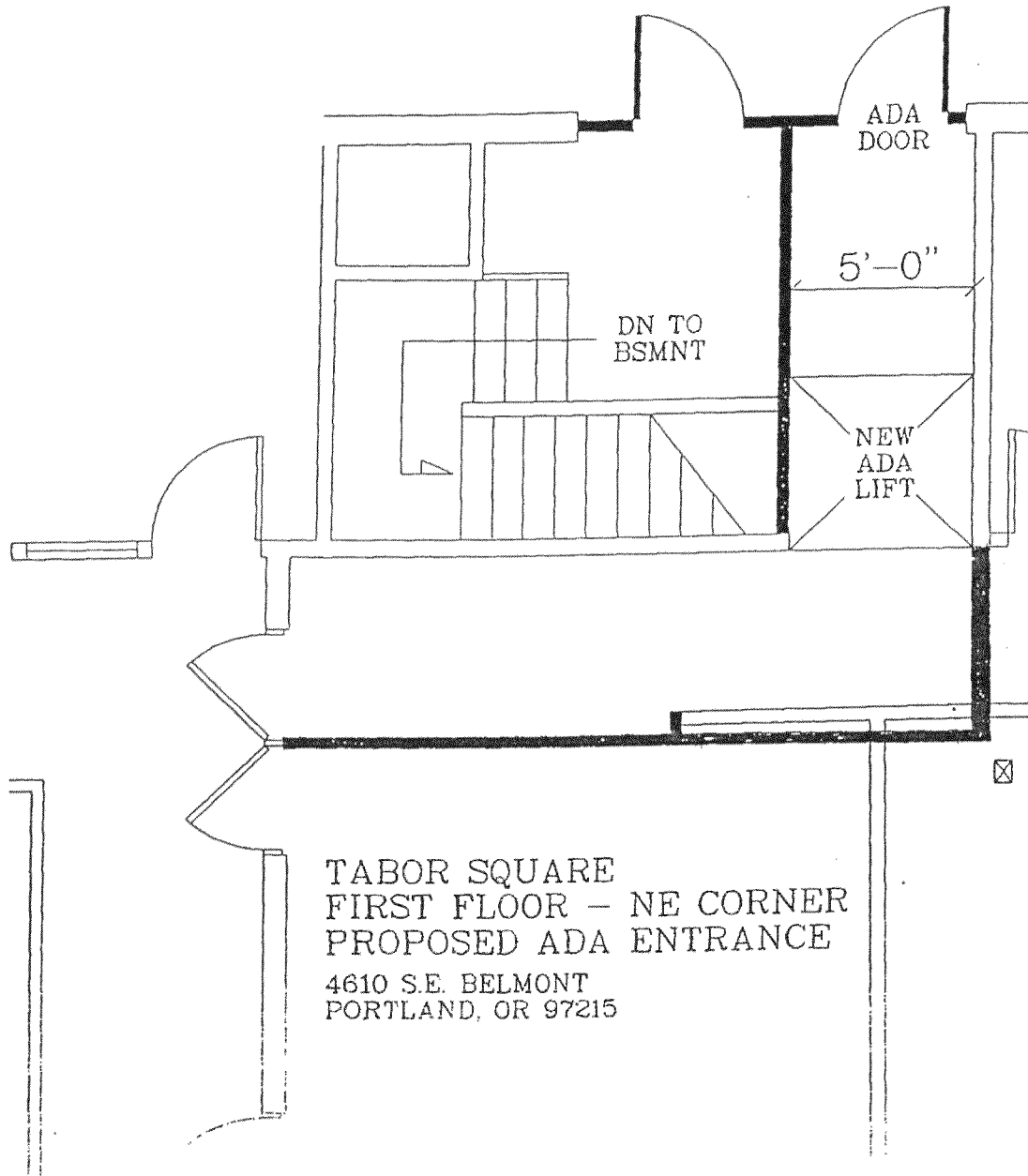
### NEW ADA ACCESS EXISTING CONDITIONS & DEMOLITION PLAN



## EXHIBIT "G-2" WHEEL CHAIR LIFT (page 2 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### NEW ADA ACCESS



## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

Exhibit "H" is for information purposes only and is not negotiable in this LEASE. This information is currently an enforceable agreement between LESSOR and janitorial service provider.

---

Tabor Square Office Building

---

4610 SE Belmont Street

---

Portland, OR 97215

---

CLEANING SPECIFICATIONS

5 Nights per week: Sunday through Thursday

Cleanable Square Footage: 31,630

Supervision: Janitorial Contractor shall maintain and show evidence of adequate Management Supervision.

Paper Product: Customer will provide all product for soap, paper towel, toilet paper dispensers, seat covers, liners, sanitary sacks and toilet blocks.

Contractor: Shall provide all necessary cleaning supplies and equipment.

Term: Three (3) years

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### A. Nightly Services:

- \*Secure all locks as soon as possible each night.
- \*Vacuum all carpeted areas and spot clean as needed.
- \*Sweep and mop all hard surface floors.
- \*Vacuum all carpeted stairways. Spot clean all carpet as needed.
- \*Remove all fingerprints, smudge marks and graffiti on entry glass doors, glass partitions, windows, light switches and walls.
- \*Remove all fingerprints, smudge marks and graffiti on metal surfaces (i.e. doorknobs, push plates, thresholds, etc.)
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Dust all office equipment, desks and conference room tables that are clear of paperwork. Papers and folders on desks are not to be moved and return chairs to proper positions.
- \*Wipe down or vacuum chairs in conference rooms.
- \*Wipe down hand rails on stairways.
- \*Dust all vertical and horizontal surfaces under 72 inches.
- \*Spot clean all chrome bright work including swinging door hardware, kickplates, base, partition tops, planters, elevator call button plates, fire hose cabinets, and elevator chrome clad partitions and doors.
- \*Clean, sanitize and polish drinking fountains.
- \*Polish all service stairwells and all interior public corridor planters.
- \*Janitorial staff will use only the lights that are needed for each area that is being cleaned. They will check all doors, and turn off all lights before leaving the facility.
- \*Alarm systems will be disarmed and armed according to the policy of American Property Management.
- \*Janitorial service will report all maintenance situations to the client as they are found (light bulbs, leaks, etc.).

### Restrooms:

- \*Sweep and mop all hard surface floors.
- \*Clean and sanitize toilets, sinks, counters, urinals, handles, seats, dispensers, tape, drains and all areas directly surrounding each.
- \*Clean and fill all dispensers.
- \*Spot clean walls, cove base, trim, doors, fixtures, outlets, and partition doors, etc.
- \*Dust top of stalls and vents.
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Clean mirrors.
- \*Machine scrub floors.

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### B. Weekly Services:

- \*Damp wipe all kick plates, baseboards, windowsills, doorway frames and vinyl cove bases.
- \*Dust all low-reach areas including, but not limited to, chair rungs, structural and furniture ledges, base boards, window sills, door louvers, wood paneling, molding and miniblinds top to bottom.
- \*Dust inside of all doorjamb and relights.
- \*Clean and polish all metal door thresholds.
- \*Wipe clean and polish all bright work.
- \*Sweep all service stairwells.
- \*Dust all vinyl cove bases.
- \*Edge vacuum all carpeted areas.
- \*Clean and spray buff all building standard resilient, composition and/or travertine flooring.
- \*Sanitize all telephone receivers.

### C. Monthly Services:

- \*Dust all blinds under 72 inches.
- \*Wipe clean all incandescent cab lamps inside elevator.
- \*Wipe clean all lanterns in common area halls.

## STOREROOMS AND SINK CLOSETS

### A. Nightly Services:

- \*Remove trash from area.
- \*Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and service sink closets.
- \*Maintain an orderly arrangement of all equipment stored in these areas, such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.

### B. Weekly Services:

- \*Sweep and damp mop all storeroom and service sink closet floors. Deodorize and disinfect as required.
- \*Clean and disinfect service sinks.
- \*Sweep storeroom floors.

## **EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 4 of 4)**

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### **EXTERIOR STRUCTURE AND GROUNDS SERVICES SPECIFICATIONS**

#### **A. Nightly Services:**

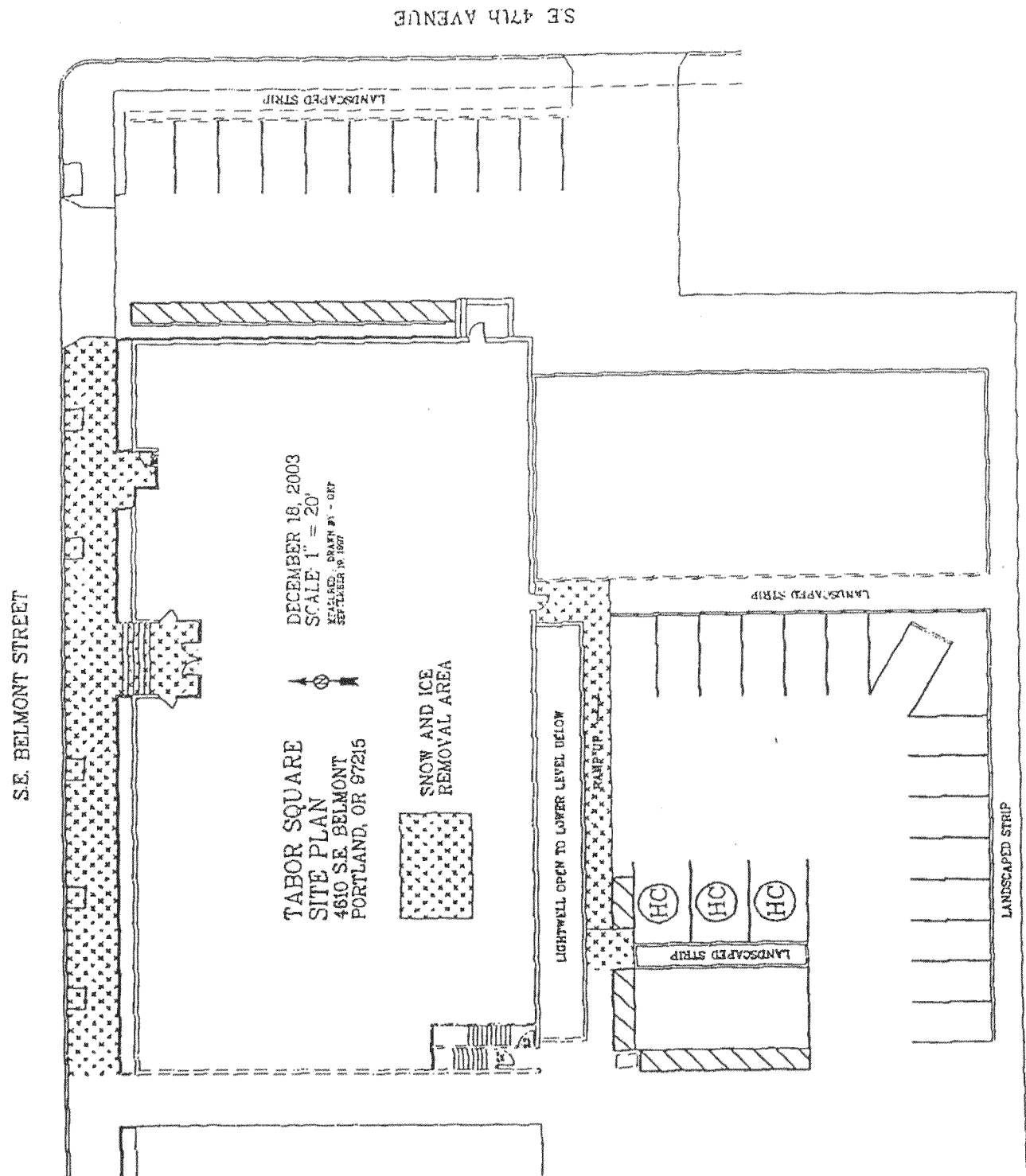
- \*Empty all ashtrays and urns. Clean and sanitize as required.
- \*Service all walk-off mats as required.
- \*Empty all waste receptacles and remove trash to designated areas.
- \*Spot clean all exterior glass at Building Entrances.

#### **B. Weekly Services:**

- \*Sweep outside front and rear entrance of building (weekly or as needed).

# EXHIBIT "I" ICE AND SNOW REMOVAL

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-063**

Approving a Lease of Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215, from American Property Management Corporation, as Agent for Weston Investment Company, LLC, for the Department of County Human Services, Aging and Disability Services

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

- a. Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) has been identified as being necessary for use by the Department of County Human Services for Aging and Disability Services.
- b. The attached lease has been negotiated with the agent for the owner of the property.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

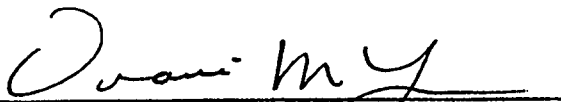
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 13th day of May 2004.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



**COPY****MULTNOMAH COUNTY OREGON****REAL PROPERTY  
LEASE DESCRIPTION FORM**☐ Revenue  
☒ Expense☐ Rent Free Agreement  
☐ County Owned☐ Taxpayer ID (lessor) \_\_\_\_\_  
☐ Renewal of Lease      Amendment of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 6-30-97  
Division Requesting Lease Aging Services Division  
Contact Person Jean Demaster Phone 248-3000

Lessor Name American Property Mgmt.  
Mailing Address P.O. Box 12127  
Portland, OR 97212-0127  
Phone 284-2147  
Lessee name Multnomah County  
Mailing Address 2505 SE 11th Avenue  
Portland, OR 97202  
Phone 248-3322  
Address of 4610 SE Belmont  
Lease Property Portland, Oregon  
Purpose of Lease ASD/SE Senior Center

Effective Date August 1, 1993  
Termination Date December 31, 2003  
Total Amount of Agreement \$ 2,995,308.20  
Payment Terms No change in monthly rental.  
☐ Annual \$ \_\_\_\_\_ ☒ Monthly \$ 23,129.52  
☒ Other \$ 12,962.20

Payable before July 1, 1997 for tenant improvements in excess of building standard.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170		monthly rental		
100	011	1980	HAH			(\$12,962.20		1759

**REQUIRED SIGNATURES:**

Department Head [Signature] Date 7/1/97  
County Counsel [Signature] Date 7/1/97  
Property Management Robert Oberst Date 7-1-97  
County Executive/Sheriff [Signature] Date 7/1/97

CODE _____						FOR ACCOUNTING / PURCHASING ONLY							
VENDOR NAME _____						YEAR _____				AUTHORIZATION NOTICE		ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.		
	300374-2												

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE



# COPY American Property Management

2154 N.E. Broadway • Portland, Oregon 97232-1590  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212-0127  
Phone (503) 284-2147 • FAX (503) 287-1587

Professional Management of:

- Apartments
- Office Buildings
- Commercial Properties
- Industrial Properties
- Shopping Centers
- Mini-Storage

## FIRST AMENDMENT TO LEASE

June 24, 1997

AMERICAN PROPERTY MANAGEMENT Account #C-6688-02

The following First Amendment to the original Lease (LEASE) dated July 8, 1993 between AMERICAN PROPERTY MANAGEMENT CORP. as managing agent and on behalf of WESTON INVESTMENT CO. (LESSOR) and MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon (LESSEE) at 4610 SE Belmont Street, Portland, Oregon 97215.

If any provisions contained in this First Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this First Amendment to Lease shall control, unless otherwise provided in this First Amendment to Lease.

The LEASE shall be amended as follows:

LESSOR, at a cost to LESSEE of \$12,962.20, shall provide tenant improvements as indicated on the Exhibit "B-1" and Exhibit "B-2" Space Plans and Exhibit "C-1" Interior Space Work Agreement. LESSEE shall submit to LESSOR full payment for improvement work with this signed First Amendment to Lease no later than July 1, 1997. Tenant Improvement work shall be completed within thirty (30) days after receipt by LESSEE of signed First Amendment to Lease, payment, and reception area wall lengths/post design.

All other terms and conditions of the LEASE shall apply.

LESSOR:

AMERICAN PROPERTY MANAGEMENT CORP.  
As agent for and on behalf of  
WESTON INVESTMENT CO..

LESSEE:

MULTNOMAH COUNTY, OREGON  
a political subdivision of the State of Oregon

X Keith R. Vernon  
Keith R. Vernon  
Senior Vice President

X Beverly Stein  
Beverly Stein  
County Chair

Date: 7/2/97

Date: 7/1/97

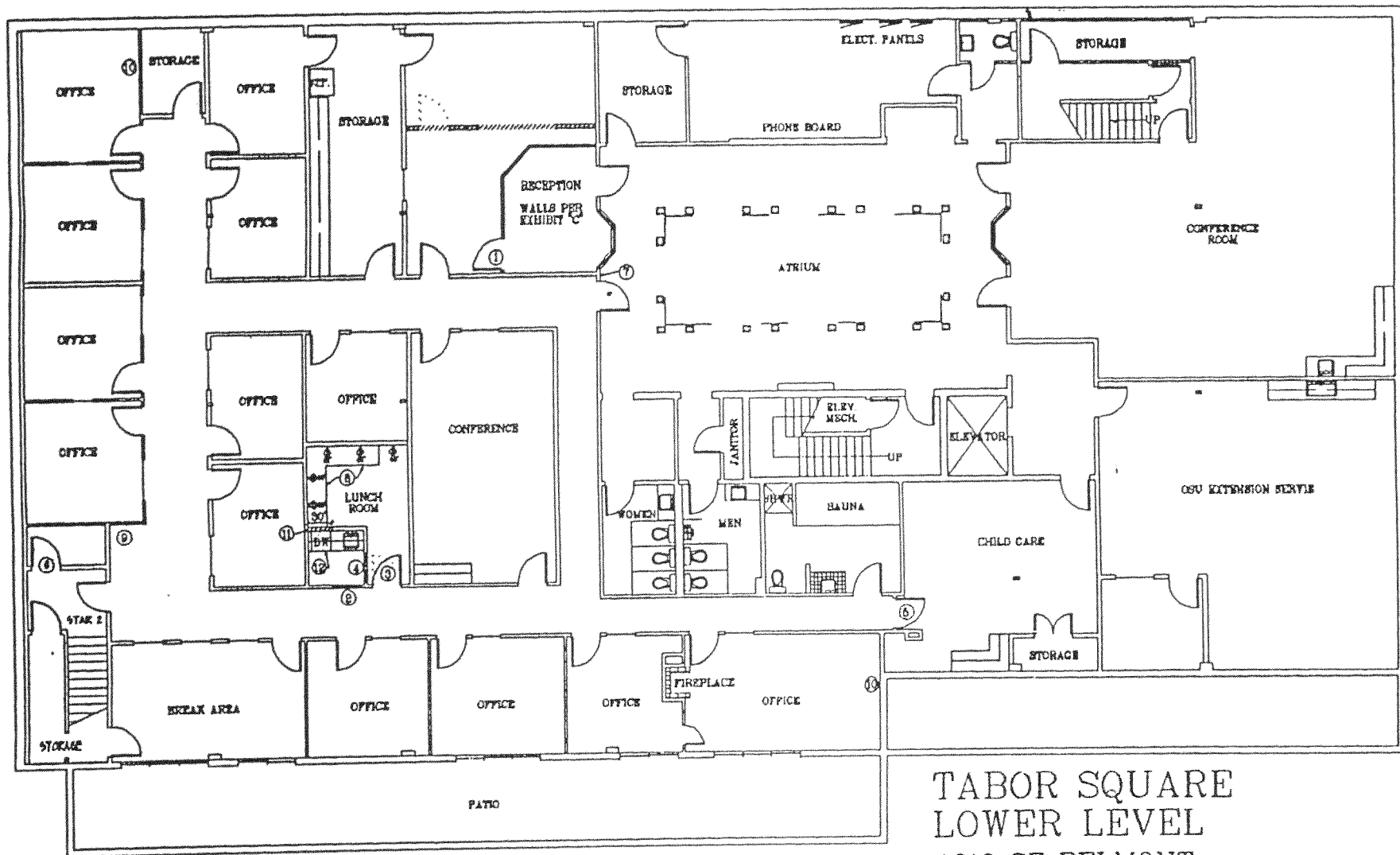
668802.amd(05/23/97lc)

REVIEWED

By Multnomah County Council  
MULTNOMAH COUNTY COUNCIL

Ask our tenants about us™

**EXHIBIT "B-1" SPACE PLAN**  
 MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon  
 4610 SE Belmont Street, Suite 10  
 Portland, Oregon 97215  
 Account #C-6688-02



**TABOR SQUARE**  
**LOWER LEVEL**  
 4610 SE BELMONT  
 PORTLAND, OR 97215

JUNE 18, 1997  
 SCALE: 1/16" = 1'

— EXISTING TO REMAIN  
 — ADD NEW WALL  
 // REMOVE

- ① ADD DOOR
- ② REMOVE DOOR & INFILL
- ③ REVERSE DOOR SWING
- ④ ADD 3070 FRAMED OPENING
- ⑤ ADD DOUBLE-SIDED DEADBOLT LOCK
- ⑥ REMOVE ALL DOOR-LOCKS
- ⑦ REPLACE EXISTING LIGHT SWITCH w/KEY TYPE SWITCH

- ⑧ ADD BASE CABINET & COUNTER-TOP
- ⑨ EXISTING SHELVES TO BE RELOCATED TO ⑩
- ⑩ NEW SITE FOR SHELVES RELOCATED FROM ⑨
- ⑪ ADD PASS-THRU WINDOW OPENING
- ⑫ ADD DISHWASHER
- ⑬ ADD 110V OUTLET @ 42" A.P.F.

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

**EXHIBIT "B-2" SPACE PLAN**

MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon

4610 SE Belmont Street, Suite 10

Portland, Oregon 97215

Account #C-6688-02

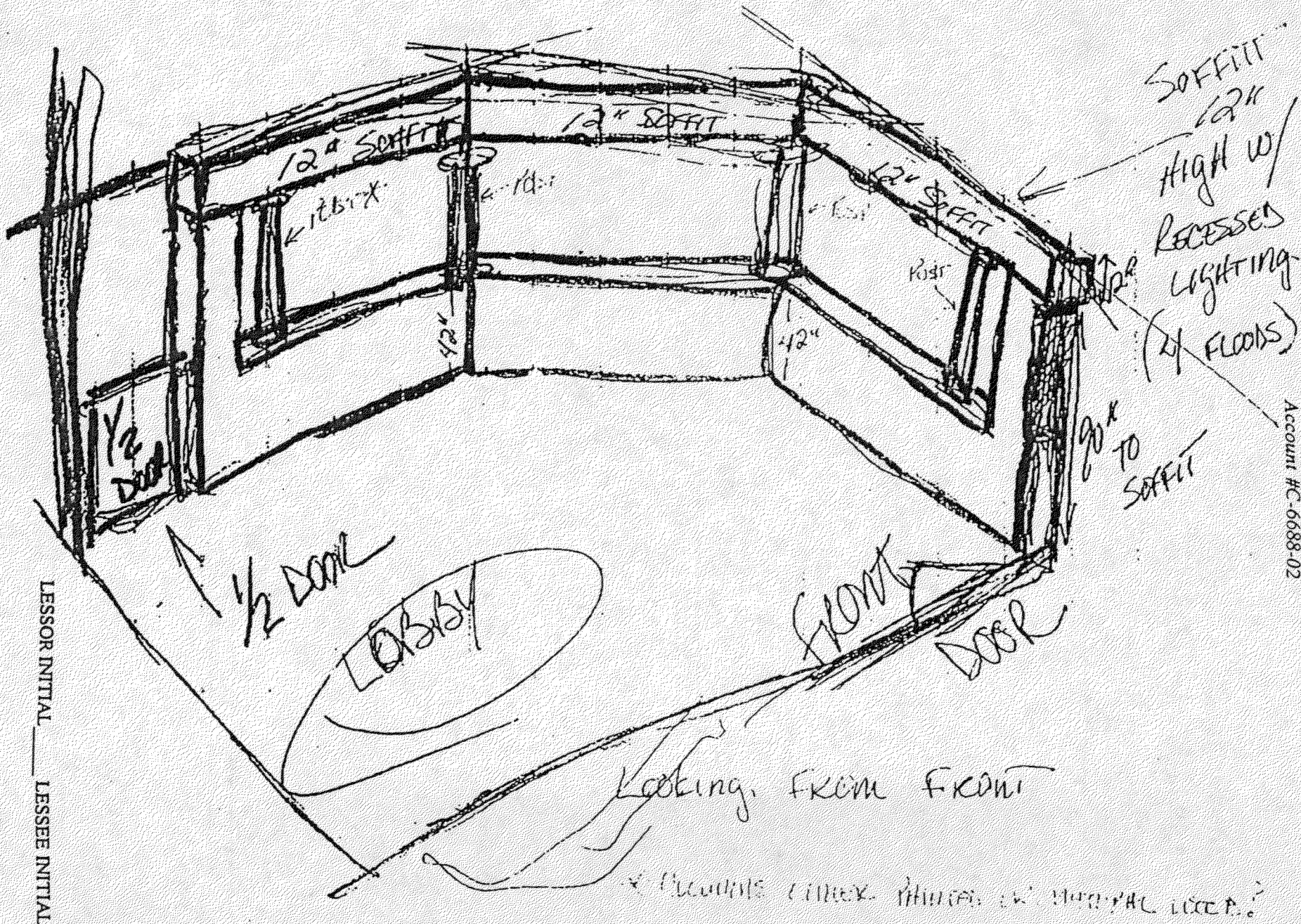
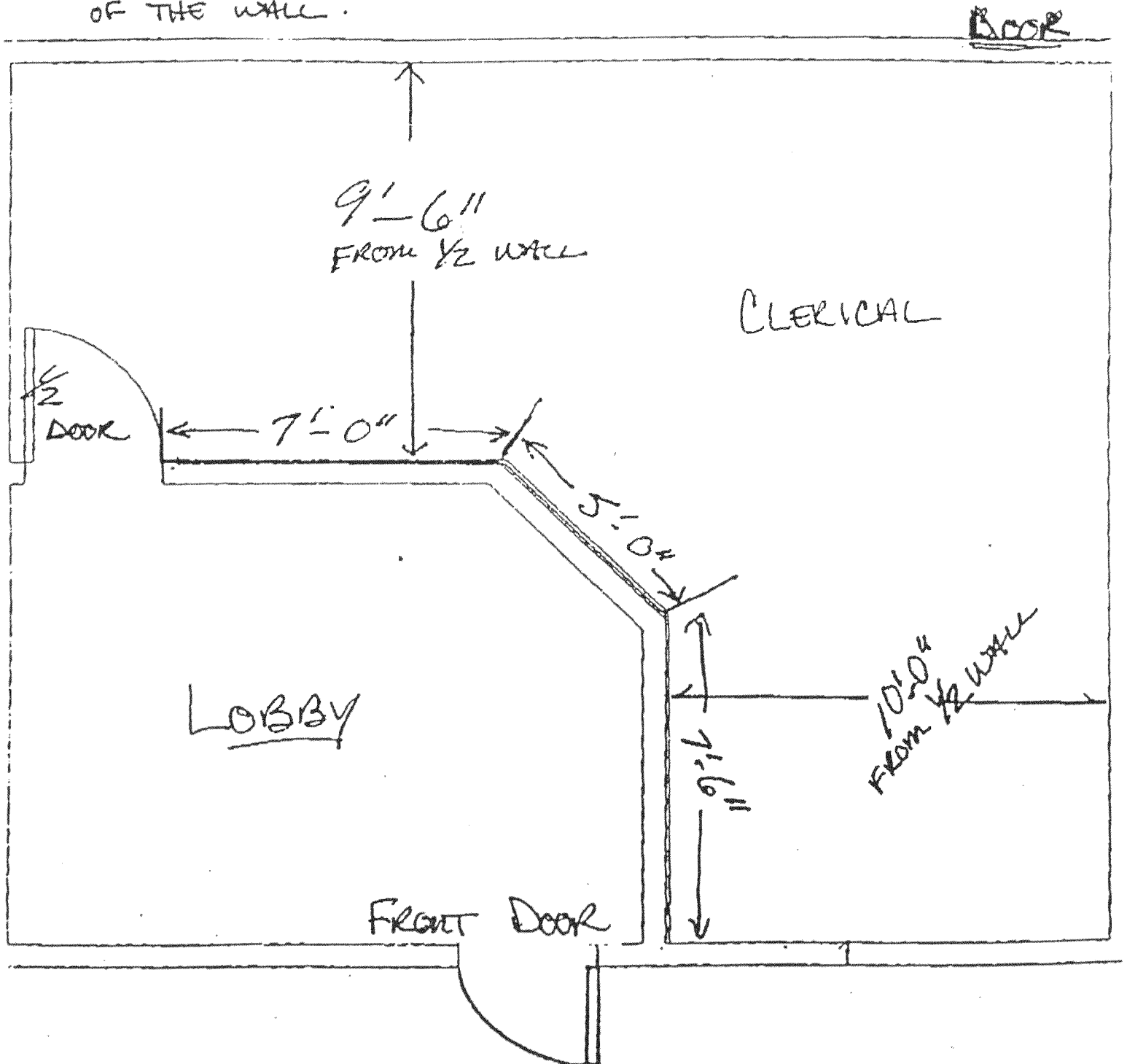


EXHIBIT "B-3" SPACE PLAN

MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon  
4610 SE Belmont Street, Suite 10  
Portland, Oregon 97215  
Account #C-6688-02

MEASUREMENTS (FOR  $\frac{1}{2}$  WALL -  $\frac{1}{2}$ " HIGH -)  
ARE FOR THE CLERICAL SIDE  
OF THE WALL.



LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

**EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT**  
**LESSEE: MULTNOMAH COUNTY - ADULT CARE HOME PROGRAM**  
**ACCOUNT #: C-6688-02 BUILDING/SUITE #: Tabor Square/Suite 10**

<u>ITEM</u>	<u>ACCEPTED</u> <u>AS-IS</u>	<u>AGREED</u> <u>IMPROVEMENTS</u>	<u>LESSOR</u> <u>EXPENSE</u>	<u>LESSEE</u> <u>EXPENSE</u>
<b>PAINTING:</b> (Building Standard Color)	___	Paint walls throughout. Color to be Weston White. Tape and mud where door removed in kitchen area and new walls in reception area. Wood posts in reception area to have finish matching existing office wood color.	___	___X___
<b>FLOORCOVERING:</b> (Building Standard Carpet Color/Cove Base Color)	___	Install new carpet throughout. Color to be Shaw Wild Dunes II, Wild Flower. Install base in newly carpeted areas. Lessor to control color.	___X___	___
<b>VINYL FLOORCOVERING:</b> (Building Standard Vinyl)	___X___	NONE	___	___
<b>LIGHTING:</b> (Building Standard Fixtures)	___	Install four (+/-) flood lights in reception area soffit.	___	___X___
<b>ELECTRICAL:</b> (Building Standard 110 Volt)	___	Kitchen Area: Provide two (2) duplex electrical outlets per wall section above new counter top and one (1) duplex outlet for refrigerator in proper location. Add electrical for new dishwasher. Reception Area: Provide standard electric service in new walls. Move existing voice/data terminals to new walls. Move control for electric door latch to new walls. • Install key-type light switch on exterior wall.	___	___X___
<b>CEILING:</b> (Building Standard Acoustical Tile)	___	Paint stained ceiling tiles; replace damaged ceiling tiles.	___X___	___
<b>PARTITIONS/ DOOR &amp; FRAMES:</b> (Building Standard Sheetrock/ Building Standard Quality)	___	Kitchen Area: Remove hallway door and fill in with dry wall. Add doorway in existing north/south wall. Reverse swing of existing remaining hallway door. Cut "pass through" into wall behind dishwasher and over counter top. Reception Area: Remove existing remaining wall and door. Add 42" high wall in three(3) attached sections with 12" wide counter top. Counter top to be centered over walls. Lessee to supply exact wall lengths prior to work commencing. Add approximately 42" high "half door" at south edge of rear wall; 12" high soffit with recessed flood lights at ceiling level supported on ends by extensions of base wall and at angles by architectural wood posts; two (2) additional posts	___	___X___

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

**EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT (cont.)**

<b>PARTITIONS/</b>		at south and east ends of base wall; new wall	
<b>DOOR &amp; FRAMES:</b>		approximately per attached drawing. Lessee to	
(Building Standard Sheetrock/ Building Standard Quality)		supply sample of post design prior to work commencing.	
<b>LOCKS/HARDWARE</b>	___	All interior doors are to be supplied	<u>  X  </u>
(Building Standard Quality)		with passage door knobs only (no locks).	
		Add double sided deadbolt to east hallway	<u>  X  </u>
		door. Lessor to retain all keys to this lock.	
		Install passage type lock in store room door.	
<b>RELIGHTS:</b>	<u>  X  </u>		
(Building Standard Interior)			
<b>WINDOWCOVERING:</b>	<u>  X  </u>		
(Building Standard Exterior)			
<b>TELEPHONE:</b>	___	Move existing voice/data terminals	<u>  X  </u>
(Building Standard Mud Rings)		to new walls in reception area.	
<b>SHELVES:</b>	___	Relocate two (2) sections of existing	<u>  X  </u>
		four (4) section shelves in southwest	
		corner of space to one office in northwest	
		corner of space and the other two (2) sections	
		to the southeast corner of space.	
<b>BASE CABINETS:</b>	___	Kitchen Area: Add building standard	<u>  X  </u>
		base cabinets and counter top to	
		north and west walls.	
<b>DISHWASHER:</b>	___	Install dishwasher in kitchen area.	<u>  X  </u>
		<b>TOTAL LESSEE EXPENSE:</b>	<b>\$12,962.20</b>

If LESSEE is modifying the existing space layout, or expanding their Premises, it is understood and agreed that all Lessor Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

If any provisions contained in this Exhibit "C-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (i.e.: Exhibit "B-1", "B-2", or "B-3" Space Plan), the provisions contained in this Exhibit "C" Interior Space Work Agreement shall control.

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_



# COPY

## MULTNOMAH COUNTY OREGON

### REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue  
☒ Expense

☐ Rent Free Agreement  
☐ County Owned

☒ Taxpayer ID (lessor) 93-0787569  
☐ Renewal of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 7-15-93

Division Requesting Lease Aging Services  
Contact Person Jim McConnell Phone 248-3441

Lessor Name American Property Management Corp  
Mailing Address P.O. Box 12127  
Portland, Or. 97212-0127  
Phone 284-2147  
Lessee name Multnomah County  
Mailing Address 2505 S.E. 11th Avenue  
Portland, Or. 97202  
Phone 248-3322

Address of 4610 S.E. Belmont St.  
Lease Property Portland, Or.  
Purpose of Lease Aging Services Southeast  
and Senior Center

Effective Date August 1, 1993  
Termination Date December 31, 2003  
Total Amount of Agreement \$2,982,346. maximum

#### Payment Terms

☐ Annual \$ \_\_\_\_\_  
☒ Monthly \$ 21,291.00  
plus annual CPI adjustments.

Four month phase-in to full rental payments.  
Call Bob Oberst for schedule.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	010	1905		6170				1727
		1940	A501					

#### REQUIRED SIGNATURES:

Department Head [Signature] Date 7/27/93  
County Counsel [Signature] Date 7-15-93  
Property Management [Signature] Date 7-26-93  
County Executive/Sheriff [Signature]

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	300374								<b>COPY</b>		





**American Property Management**  
**Commercial Division**

2154 N.E. Broadway • Portland, Oregon 97212  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone(503)284-2147 • FAX(503)287-1587

**OFFICE LEASE COPY**

*This lease, made and entered into at Portland, Oregon*

*this July 8, 1993*

*by and between*

*AMERICAN PROPERTY MANAGEMENT CORP., as LESSOR, and*

*MULTNOMAH COUNTY, OREGON,  
a political subdivision of the State of Oregon, as LESSEE.*

*AMERICAN PROPERTY MANAGEMENT CORP. Account #C-6688-01*

*LESSOR hereby leases to LESSEE the following:*

*4610 S.E. Belmont St., Portland, Oregon 97215 (the premises) consisting of 26,894 rentable square feet*

*(as measured from the center of the tenant demising walls)*

*This measurement includes a load factor for the building of 0%*

*in the Tabor Square Office Building*

*(the Building) at 4610 S.E. Belmont St, Portland, Oregon 97215*

*for a term commencing August 1, 1993 \**

*and continuing through December 31, 2003;*

*at a Base Rental of \$21,291.00 \* (U.S.) per month*

*payable in advance on the first day of each month at*

*2154 N.E. Broadway, Suite #200, Portland, Oregon 97232-1561*

*commencing August 1, 1993 \**

*\* See Section 37.1 for phased in occupancy dates and rent payment schedules.*

LESSOR INITIAL C LESSEE INITIAL Ryo

**COPY**

LESSOR and LESSEE covenant and agree as follows:

## 1.1 DELIVERY OF POSSESSION

Should LESSOR be unable to deliver possession of the Premises on the date fixed for the commencement date of the term, commencement will be deferred and LESSEE shall owe no rent until receiving notice from LESSOR tendering possession to LESSEE. If possession is not so tendered within 45 days following commencement of the term, then LESSEE may elect to cancel this lease by providing written notice to LESSOR within 10 days following expiration of the 45 day period. LESSOR shall have no liability to LESSEE for delay in delivering possession, nor shall such delay extend the term of this lease in any manner. See Section 37.1 for phased in occupancy dates.

## 2.1 RENT PAYMENT

LESSEE shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset except as otherwise herein provided. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that LESSEE occupies the Premises based on a thirty (30) day month/365 day year. Rent not paid when due shall bear interest at the rate of one-and-one-half percent (1 1/2%) per month until paid in full. LESSOR may at its option impose a late charge of .05 for each \$1 of rent or \$50.00, whichever is greater, for rent payments made more than 10 days after its due date in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

## 3.1 LEASE CONSIDERATION

No Lease Consideration Deposit required.

## 4.1 USE

LESSEE shall use the Premises for office and public service use only with no retail sales or manufacturing and for no other purpose without LESSOR'S consent. In connection with its use, LESSEE shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of the other tenants of the Building. LESSEE shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. LESSEE shall not conduct any activities that will increase LESSOR'S insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building. See Section 38.1 for restricted uses by LESSEE.

## 4.2 EQUIPMENT

LESSEE shall install in the Premises only such office equipment as is customary for general office and public service use and shall not overload the weight capacity of the floors or the capacity of the electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. LESSOR must approve, in advance, the location and manner of installing any electrical heat generating or communication equipment or exceptionally heavy articles. Any additional conditioning required because of heat generating equipment or special lighting installed by the LESSOR shall be installed at LESSEE'S expense.

LESSOR INITIAL   V   LESSEE INITIAL   RJD

## 4.3 SIGNS

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without LESSOR'S reasonable written approval as to design, size, location and color. All signs installed by LESSEE shall comply with LESSOR'S standards for signs and all applicable codes and ordinances and all signs and sign hardware shall be removed upon termination of this LEASE with the sign location restored to its former state unless LESSOR elects to retain all or any portion thereof.

## 5.1 UTILITIES AND SERVICES

except the senior center area of approximately 5,000 square feet which shall be 70 to 75 degree fahrenheit,

LESSOR shall furnish heat, electricity, elevator service, and air conditioning during the normal Buildings hours of 7:00 A.M. to 6:00 P.M., Monday through Friday, except holidays and 7:00 A.M. to 2:00 P.M. Saturdays, except holidays. The acceptable temperature range for the Premises is between 67 degrees to 75 degrees fahrenheit, as measured from the thermostat level which is approximately sixty inches (60") above the floor, unless there are extreme weather conditions which create an unusually hot or cold condition. The building ventilation system shall provide a minimum fresh air circulation of 20 cubic feet per minute per occupant. Janitorial service and supplies will be provided on a five day per week basis in accordance with the regular schedule of the Building, which schedule and service may change from time to time and such janitorial service will be that performed for a standard Class "B" office building. LESSEE shall comply with all government laws and regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of LESSEE'S use and possession of the Premises, render LESSOR liable to LESSEE for damages, or relieve LESSEE from performance of LESSEE'S obligations under this LEASE, but LESSOR shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Any extermination required as a result of LESSEE serving food on the premises will be at LESSEE'S sole cost and expense.

## 5.2 EXTRA USAGE

If LESSEE uses excessive amounts of LESSOR provided utilities and/or services of any kind because of operation during normal Building hours and/or outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting or any other cause, LESSOR may impose a reasonable charge for supplying such extra utilities and/or services, which charge shall be payable monthly by LESSEE in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, LESSOR shall designate a qualified independent engineer whose decision shall be conclusive on both parties. LESSOR and LESSEE shall each pay one-half of the cost of such determination.

and Lessee

## 6.1 MAINTENANCE AND REPAIRS

made in a reasonable time and manner

LESSOR shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by LESSEE and LESSOR fails to commence efforts to remedy the problem in a reasonable time and manner. LESSOR shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and LESSOR shall have no liability for interference with LESSEE'S use because of repairs and installations, nor shall LESSOR be required to provide LESSEE with advance written notice of LESSOR'S access to the Premises.

LESSOR INITIAL R

LESSEE INITIAL RJO

LESSEE shall have no claim against LESSOR for any interruption or reduction of services or interference with LESSEE'S occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of LESSEE. Repair of damage caused by negligent or intentional acts or breach of this lease by LESSEE, its employees, or invitees shall be at LESSEE'S expense.

## 6.2 ALTERATIONS

LESSEE shall not make any alterations, additions, or improvements to the Premises, change the color or character of the interior, or install any wall or floor covering without LESSOR'S prior written consent and such consent not to be unreasonably withheld. Any such additions, alterations, or improvements, except for removable machinery and unattached moveable trade fixtures shall at once become part of the realty and belong to LESSOR. LESSOR may at its option require that LESSEE remove any alterations and restore the Premises to the original condition upon termination of this LEASE. LESSOR shall have the right to approve the contractor used by LESSEE for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by LESSEE in the Premises. LESSEE agrees that any building or fixture modifications within the LESSEE'S leased space that is required to accommodate the LESSEE, employees or invitees of the LESSEE, as required by the Americans with Disabilities Act (ADA), will be at the expense of the LESSEE, except such modifications described in Section 40.1 hereof to be provided by LESSOR. See Section 39.1 regarding the American with Disabilities Act (ADA).

## 7.1 INDEMNITY

LESSEE shall not allow any liens to attach to the Building or LESSEE'S interest in the Premises as a result of its activities. LESSEE shall indemnify and defend LESSOR from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by LESSEE, its agents, or invitees or resulting from LESSEE'S failure to comply with any term or condition of this LEASE. LESSOR shall have no liability to LESSEE because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties.

## 7.2 INSURANCE

LESSEE is self insured for liability and will provide a letter to LESSOR stating that fact and that Multnomah County will provide no less than \$1,000,000.00 coverage to the LESSORS, AMERICAN PROPERTY MANAGEMENT and WESTON INVESTMENT COMPANY.

## 7.3 INDEMNITY - OREGON TORT CLAIMS ACT

Any covenant herein by LESSEE to indemnify, defend or hold harmless the LESSOR shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

## 8.1 FIRE OR CASUALTY

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent (25%) of pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, LESSOR may elect to terminate this LEASE by notice in writing to LESSEE within 30 days after such date. If this LEASE is not terminated following Major

LESSOR INITIAL   *W*   LESSEE INITIAL   *RJC*

Damage, LESSOR shall promptly restore the Premises to the condition existing just prior to the damage. LESSEE shall promptly restore all damage to tenant improvements or alterations installed by LESSEE or pay the cost of such restoration to LESSOR if LESSOR elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by LESSOR is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by LESSEE.

## 8.2 WAIVER OF SUBROGATION

LESSEE shall be responsible for insuring its personal property and trade fixtures located on the Premises. Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage caused by fire, water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

## 9.1 EMINENT DOMAIN

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for LESSEE'S use, then either party may elect to terminate this LEASE effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in the area of the Premises caused by the taking. All condemnation proceeds shall belong to LESSOR, and LESSEE shall have no claim against LESSOR or the condemnation award because of the taking.

## 10.1 ASSIGNMENT AND SUBLETTING

This LEASE shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that LESSEE shall not assign its interest under this LEASE or sublet all or any portion of the Premises without first obtaining LESSOR'S consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of LESSEE. No assignment or subletting shall relieve LESSEE of its obligation to pay rent or perform other obligations required by this LEASE, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. LESSOR shall not unreasonably withhold its consent to any assignment, or to subletting.

## 11.1 DEFAULT

Any of the following shall constitute a default by LESSEE under this LEASE:

(a) LESSEE'S failure to pay rent or any other charge under this LEASE within 10 days after it is due, or failure to comply with any other term or condition within 10 days following written notice from LESSOR specifying the noncompliance. If such noncompliance cannot be cured within this 10 day period, the provision shall be satisfied if LESSEE commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence in the performance of this LEASE.

(b) LESSEE'S insolvency, business failure, or assignment for the benefit of its creditors. LESSEE'S commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to

LESSOR INITIAL C LESSEE INITIAL RJC 5

obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for LESSEE'S properties.

(c) Assignment or subletting by LESSEE in violation of Paragraph 10.1.

(d) Vacation or abandonment of the Premises without the written consent of LESSOR.

## 11.2 REMEDIES FOR DEFAULT

In case of default as described in Paragraph 11.1, LESSOR shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) LESSOR may terminate the LEASE and retake possession of the Premises. Following such retaking of possession, efforts by LESSOR to relet the Premises shall be sufficient if LESSOR follows its usual procedure for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If LESSOR has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to LESSOR'S claim to damages or loss of rental from LESSEE.

(b) LESSOR may recover all damages caused by LESSEE'S default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this LEASE, the unamortized cost of any tenant improvements installed by LESSOR to meet LESSEE'S special requirements and the cost of any clean up, refurbishing, lock changes and removal of the LESSEE'S property and fixtures. LESSOR may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. LESSOR may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this LEASE and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rates on judgments.

(c) LESSOR may make any payment or perform any obligation which LESSEE has failed to perform, in which case LESSOR shall be entitled to recover from LESSEE upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent (1 1/2%) per month. Any such payment or performance by LESSOR shall not waive LESSEE'S default.

## 12.1 SURRENDER

On expiration or early termination of this LEASE, LESSEE shall deliver all keys to LESSOR to avoid a minimum lock change charge of \$45.00 per lock and surrender the Premises broom clean and in the same condition as at the commencement date of the term subject only to reasonable wear from ordinary use. LESSEE shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property and LESSOR may dispose of it in any manner without liability and LESSEE shall pay a reasonable charge for such removal and disposal. If LESSEE fails to vacate the Premises when required, including failure to remove all its personal property, LESSOR may elect either: (1) to treat LESSEE as a tenant from month to month, subject to all the provisions of this LEASE except that rent shall be one-and-one-half (1 1/2) times the total rent being charged when the lease term expired; or (2) to eject LESSEE from the Premises and recover damages caused by wrongful holdover. During the period of sixty (60) days prior to the termination date of this LEASE, the

LESSOR INITIAL RL LESSEE INITIAL RMC

LESSOR may post on said premises or in the windows thereof signs of appropriate size notifying the public that the premises are "For Lease."

### 13.1 REGULATIONS

In the event that LESSEE is no longer the sole tenant of the building, LESSOR shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this LEASE for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this LEASE.

### 14.1 ACCESS

LESSOR shall have the right to enter upon the Premises at any time by passkey or otherwise to determine LESSEE'S compliance with this LEASE, to perform necessary repairs to the Building or the Premises, examine the condition of the Leased Space, to show the Premises to any prospective tenant or purchasers or for any other lawful purpose. Except in the case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by LESSEE.

### 14.2 FURNITURE AND BULKY ARTICLES

Use of the elevator to move items of 1,000 pounds or greater shall require LESSOR'S approval.

### 15.1 NOTICES

Notices between the parties relating to this LEASE shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this LEASE or to such other address as either party may specify by written notice to the other. Notice to LESSEE may always be delivered to the Premises. Rent shall be payable to LESSOR at the LESSOR'S address and in the same manner, but shall be considered paid only when received.

### 16.1 SUBORDINATION

however, a copy of any such notice shall be simultaneously sent to Lessee at its address stated in this Lease.

This LEASE shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At LESSOR'S option this LEASE shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and LESSEE shall execute such documents as may reasonably be requested by LESSOR or the holder of the encumbrance to evidence this subordination.

### 16.2 TRANSFER OF BUILDING

If the Building is sold or otherwise transferred by LESSOR or any successor, LESSEE shall attorn to the purchaser or transferee and recognize it as the LESSOR under this LEASE, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

LESSOR INITIAL Co LESSEE INITIAL RJC

### 16.3 ESTOPPELS

Either party will within 20 days after written notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this LEASE has been modified and is in full force and effect; whether there are any modifications or alleged breaches by any other party; the dates to which rent has been paid in advance, and the amount of any security deposit, LEASE CONSIDERATION, or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any Encumbrance, or any ground, LESSOR, LESSEE will agree to give such holder or LESSOR notice of and an opportunity to cure any default by LESSOR under this LEASE.

### 17.1 ATTORNEYS FEES

*In any litigation arising out of this LEASE, the prevailing party shall be entitled to recover, in addition to costs and disbursements, attorneys' fees at trial and on any appeal.*

### 18.1 QUIET ENJOYMENT

LESSOR warrants that so long as LESSEE complies with all terms of this LEASE, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by LESSOR. LESSOR shall have no liability to LESSEE for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building, except such loss or damage which results from negligence of the Lessor,

### 19.1 COMPLETE AGREEMENT

the direct

*This LEASE and the attached Exhibits and Schedules constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither LESSOR nor LESSEE is relying on any representations other than those expressly set forth herein.*

## 20x1x CHAIR MATS

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXX, is encouraged but not required XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
~~desk rolling chairs within the leased space and will be responsible for any damage caused by such~~  
~~which could have been avoided by the use of chair mats.~~

## 21.1 PARKING

LESSEE shall have the exclusive use of all parking spaces located on the on-site parking lot and on the off-site satellite parking lot located at S.E. 43rd and Belmont Street in Portland, Oregon,' as shown in Exhibit B attached hereto.

LESSOR INITIAL

LESSOR INITIAL C LESSEE INITIAL RJO



## 22.1 COMMON AREA

N/A Deleted in its  
Entirety

~~Where the Building has a common entrance or meeting room, the LESSEE may use these facilities at no cost on a first come, first serve basis by contacting the LESSOR and reserving the room in advance. Abusing the privilege of the rooms may result in the loss of said use.~~

## 23.1 NOTICE OF NON-RENEWAL

N/A Deleted in its  
Entirety

~~The LESSEE shall give the LESSOR written notice of LESSEE'S intent regarding the expiration of the LEASE not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this LEASE. In the event the LESSEE fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional six (6) month term. The same notice requirement shall apply to the new expiration date of the LEASE. In the event that LESSEE again fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional one (1) year term. It is agreed that the extension shall not be considered a holdover and that the LESSEE'S rent would be adjusted as per the LEASE. In the event there is no provision for adjustment, the LEASE shall be adjusted by the Consumer Price Index (CPI) for all U.S. Cities average for the previous 12 month period or the established marketed building rental rate for a one (1) year lease term, whichever is greater. An equal amount shall be paid to bring the LEASE CONSIDERATION up to an equal amount of the current months rent.~~

## 24.1 NOTICE TO OWNERS, BUYERS, AND TENANTS REGARDING HAZARDOUS WASTES OR SUBSTANCES UNDERGROUND STORAGE TANKS

Comprehensive Federal and State laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Superfund Act", provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, owners, buyers and tenants are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as all other aspects of the proposed transaction. If hazardous wastes or substances have been, or are going to be used, stored, handled or disposed of on the property, or if the property has or may have underground storage tanks, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protections are necessary or desirable. It may also be important to obtain expert assistance for site investigations as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

Although AMERICAN PROPERTY MANAGEMENT CORP. will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground

LESSOR INITIAL   L   LESSEE INITIAL   RJC

storage tanks on the property, AMERICAN PROPERTY MANAGEMENT CORP. has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document signed by AMERICAN PROPERTY MANAGEMENT CORP. AMERICAN PROPERTY MANAGEMENT CORP. makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to petroleum base products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is therefore meant to apply to any transaction involving any type of real property, whether improved or unimproved. Lessee shall have no liability or responsibility for removal of any hazardous wastes, or substances brought or placed upon the premises leased by another person, provided that the person is not a sub lessee of the named LESSEE of this Lease.

LESSOR INITIAL

LESSEE INITIAL

## 25.1 MODIFICATION

This LEASE may not be modified except by endorsement in writing attached to this LEASE, dated and signed by all the parties hereto, and neither party shall be bound by any oral or written statement of any servant, agent, or employee modifying this LEASE.

## 26.1 PARTIES AFFECTED

The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this LEASE permit, assigns of the parties hereto, and the words "LESSOR" and "LESSEE" and their accompanying verbs or pronouns, wherever used in this LEASE, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

## 27.1 SECURITY

LESSEE and not LESSOR, is responsible for security of the Leased Space. Any breach in security of the Leased Space, common areas, common access doors, and/or elevators shall not constitute an eviction of the LESSEE or relieve LESSEE from any of LESSEE'S obligations under this LEASE.

## 28.1 RIGHT TO RELOCATE

N/A Deleted in its Entirety

~~LESSOR hereby reserves the right at any time during the term hereof to change the location of the LEASED Premises in the building or other acceptable property as may be required. In the event LESSOR elects to exercise the foregoing option it shall advise LESSEE by sixty (60) days prior written notice of its intention and LESSEE hereby agrees to be bound by such election and, further, to execute upon receipt from LESSOR, whatever amendments or other instruments may be required to correctly reflect the foregoing changes and/or alterations. LESSOR shall relocate LESSEE at LESSOR'S sole expense. LESSEE shall be relocated to a premise of like kind and quality.~~

LESSOR INITIAL

LESSEE INITIAL

## 29.1 RENTAL ADJUSTMENT

The rental will be adjusted on the annual anniversary date of the LEASE if the LEASE is for a term of one (1) year or longer. On said anniversary date the rental adjustment will be the lowest of the following two (2) factors:

(A) A five percent (5%) increase over the yearly rental rate paid the current year term now expiring.

(B) The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), which as of May 1993 was 144.2 and the same Cost Price Index as of May, 1994, and on the same month of each year of the LEASE term. Such information will be secured from the U.S. Bureau of Labor Statistics.

## 30.1 RENTAL ADJUSTMENT DATES

August 1, 1994, August 1, 1995, August 1, 1996,  
August 1, 1997, August 1, 1998, August 1, 1999,  
August 1, 2000, August 1, 2001, August 1, 2002,  
August 1, 2003

## 31.1 SMOKING - ENTIRE NON-SMOKING BUILDING

The building in which the LEASED space is located has been designated as an entire NON-SMOKING building. This includes all areas of the building, both common areas as well as individual tenant spaces. Thus, smoking in the LEASED area is not permitted. Because of the fact that some tenants' leases were in existence prior to the adoption of the entire building non-smoking policy, these tenants have the right, if they choose, to smoke in their LEASED space only, but do have a LEASE obligation to provide smokeless ashtrays and/or an air purification system that will filter air within the space to the extent that it is economically feasible. LEASES for all new tenants moving into the building will incorporate the entire non-smoking building policy and will prohibit these new tenants under their LEASE from smoking in all areas of the building.

## 32.1 WAIVER

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant otherwise.

## 33.1 PERSONAL GUARANTY

See Exhibit "A"

  X   None Required

LESSOR INITIAL   C   LESSEE INITIAL   RMC   11

### 34.1 INTERIOR DESIGN & MODIFICATION

See Section 40.1

### 35.1 PROPERTY TAX EXEMPTION

Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the LESSEE by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate; this rental offset shall be divided by the number of lease months remaining from November through the next following month of June and applying the reduction to the rent payments due in each of the said lease months.

### 36.1 CANCELLATION OF AGREEMENT BY LESSEE

It is understood and agreed that LESSEE may cancel this agreement effective as of any June 30 during the term of this agreement commencing July 30, 1995 by giving LESSOR not less than one hundred twenty (120) days prior written notice of such cancellation, in the event that the program funding to maintain the Aging Services Division Southeast Branch is not provided by the Multnomah County Board of Commissioners. The provisions of this Paragraph 36.1 will not be used for the purpose of leasing alternative space where services would be provided at the same level as in the premises.

In the event that LESSEE cancels this agreement as provided in this Paragraph 36.1, LESSEE shall pay to LESSOR upon the effective date of such cancellation, or as soon as determined, the following:

- (a) an amount equal to the cost of tenant improvements paid by LESSOR for improvement of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus
- (b) an amount equal to the real estate agents' commissions paid by LESSOR in connection with leasing of the premises being vacated by LESSEE, multiplied by the percentage of lease term remaining at the effective date of cancellation, which commissions were based upon 6.75% of base rental for the first five years of the term and 3.75% of base rental for the second five years of the term; plus
- (c) an amount equal to two months' base rental of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus
- (d) reasonable industry charged reletting commission costs incurred by LESSOR for reletting the premises being vacated by LESSEE for the period of the term of this agreement remaining at the effective date of cancellation.

LESSOR INITIAL   C  

LESSEE INITIAL   TH  

If LESSOR, upon cancellation of this agreement by LESSEE as provided in the Paragraph 36.1, exercises LESSOR'S option to have any of the LESSEE'S subleases of the premises assigned to LESSOR in accordance with Paragraphs 10.1 and 43.1 of this agreement, or if any of LESSEE'S sublessees are allowed by agreement with LESSOR to remain in the premises after such cancellation,

LESSOR INITIAL   C   LESSEE INITIAL   RJ

the effective date of cancellation with regard to such sublessee's portion of the premises shall be the date of expiration of such sublease or the end of the period such sublessee is allowed to remain in the premises after cancellation by LESSEE.

### 37.1 PHASED IN OCCUPANCY DATES/RENT PAYMENT SCHEDULE

LESSEE agrees to take occupancy and commence with monthly rental payments under the following schedule:

<u>MINIMUM FOOTAGE TO BE OCCUPIED</u>	<u>POSSESSION DATE</u>	<u>RENT COMMENCEMENT DATE</u>	<u>MONTHLY PAYMENT AMOUNT</u>
9,400	08/01/93	10/01/93	\$ 7,441.60
2,800	09/01/93	11/01/93	\$ 2,216.66
2,000	10/01/93	12/01/93	\$ 1,583.33
<u>12,694</u>	<u>11/01/93</u>	<u>01/01/94</u>	<u>\$10,049.41</u>
TOTALS: 26,894			\$21,291.00

Effective January 1, 1994 LESSEE shall pay total combined monthly rent of \$21,291.00 for the 26,894 total square feet leased. The \$21,291.00 total combined monthly rent payment shall be used as the base amount which shall be adjusted annually pursuant to Sections 29.1 and 30.1 of this Lease Agreement. It is agreed that the gross square footage of the building is 31,630 square feet.

### 38.1 RESTRICTED USES BY LESSEE

LESSEE shall be restricted from the following uses on the lease premises:

- LESSOR INITIAL Q  
LESSEE INITIAL A
- (A) No on-site food preparation, except- limited food preparation in connection with  
(B) No drug treatment services Lessee's allowed uses under Section 4.1, not for  
(C) No alcohol treatment services restaurant or general distribution purposes. No  
commercial kitchen hood or fire system to be installed for permitted  
39.1 AMERICAN WITH DISABILITIES ACT (ADA) cooking purposes, except  
activities described in the letter dated July 30, 1993,  
attached as exhibit 1.

Any further modifications required in addition to the ADA improvements provided by LESSOR as part of the initial tenant improvements agreed to between LESSEE and LESSOR shall be installed by LESSEE at LESSEE'S sole cost and expense.

### 40.1 TENANT IMPROVEMENTS

Because LESSEE shall occupy the leased premises in phases as indicated in Section 37.1 of this Lease Agreement, LESSEE shall provide to LESSOR all mutually agreed upon floor plans for LESSEE or for LESSEE'S sub-tenant no later than 45 days prior to the agreed occupancy dates. LESSOR will provide building standard interior space improvements including building standard sheet rocked walls, building standard floor covering, building standard lighting, building standard electrical, building standard doors/frames/hardware, building standard re-lights, building standard window covering and building standard telephone mud rings. Attached and made a part hereto of this Lease Agreement are the Exhibit "A" Building Diagrams, which show each floor of the entire building as they exist at the time of the execution of this Lease Agreement and prior to any agreed tenant improvements. All interior building lobbies as shown on Exhibit "A" are to remain unchanged.

LESSOR INITIAL Q LESSEE INITIAL RJC 13

*LESSOR will not provide and/or install any plumbing or kitchen type improvements or any special electrical, computer, communications or surveillance wiring of any type.*

*Any improvements above the building standard or building standard improvements requested after the agreed occupancy date will be at LESSEE'S sole cost and expense and LESSOR will not be obligated to perform any above standard tenant improvements if LESSOR desires not to do so, and if LESSOR agrees to provide said non-standard building improvements the LESSEE and LESSOR are to agree in writing as to the costs.*

#### **41.1 SUBLEASE RIGHTS**

*LESSEE is allowed the right to sublease in accordance with Sections 10.1 and 36.1 of this Lease Agreement. In the event that LESSEE elects to sublease space, LESSEE agrees that the sublease tenants shall be under the direct control of the LESSEE and sublease tenants shall have no correspondence with LESSOR nor shall LESSOR have any responsibility to enforce or respond to any provisions of this Lease Agreement with regard to the sublease tenants.*

#### **42.1 VENDING MACHINES**

*Any vending machines that are placed in the common areas of the building will be at the sole expense, discretion and control of the LESSOR.*

#### **43.1 OPTION TO RENEW**

*Provided that LESSEE has not defaulted with regard to any of the terms and conditions of this Lease Agreement, LESSEE shall have the option to renew this lease for two (2) consecutive terms of five (5) years each under the same terms and conditions of the expiring lease with the exception of the monthly rental which shall be adjusted at the beginning of each five (5) year term to the then prevailing market rental rate for similar office space located in the close proximity of the Tabor Square Office Building and subject to an annual CPI adjustments not to exceed five percent (5%).*

LESSOR INITIAL C LESSEE INITIAL RJD

In construing of this LEASE, it is understood that the LESSOR or the LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.

LESSOR:  
AMERICAN PROPERTY MANAGEMENT CORP.  
(Federal Tax ID# 93-0787569\*)  
\*Lessee need not supply Lessor a Federal 1099 Form  
Address for Notices:  
P.O. Box 12127  
Portland, Oregon 97212-0127  
2154 N.E. Broadway, #200  
Portland, Oregon 97232-1561

By: [Signature]  
Name: Steven L. Blank  
Title: Senior Vice President  
of Operations

DATE: 7/30/93

LESSEE:  
MULTNOMAH COUNTY

REVIEWED  
By [Signature]  
MULTNOMAH COUNTY COUNCIL

Address for Notices:  
2505 S.E. 11th Avenue  
Portland, Oregon 97202

By: [Signature]  
Name: \_\_\_\_\_  
Title: County Chair

COPY

DATE: \_\_\_\_\_

NOTARY:  
STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this 30 day of July, 1993 by the above-named Henry Higgins  
to be his/her voluntary act and deed.

[Signature]  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



# MULTNOMAH COUNTY OREGON

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

July 30, 1993

Mr. Peter C. Brown  
American Property Management  
2154 N.E. Broadway  
Portland, Oregon 97212

Subject: Lease of Tabor Square Property at 4610 SE Belmont

Dear Mr. Brown:

A substantial amount of discussion during our negotiation of the lease of the Tabor Square property to Multnomah County has involved Section 38.1 of the proposed lease and the nature of the on-site food preparation and kitchen facilities allowable under the restrictions of Section 38.1.

We believe that the language of Section 38.1 contained in the present lease proposal is consistent with the intended on-site food preparation activities and kitchen facilities of the County and its probable sublessees.

The general nature of the intended activities is outlined below for the information of American Property Management in order that these will be understood by both parties to the lease to be allowable within the language of the lease.

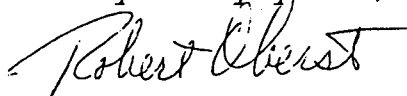
It is anticipated that a kitchen facility will be constructed in the premises in connection with the planned senior center for the purpose of preparation of a limited number of meals, which will be served at the site a maximum of two to three times per week. On other days, meals prepared at an outside location would be brought to the kitchen to be warmed and served at the site.

The kitchen would not be designed for the capacity of commercial food service operations, such as restaurants or other institutions



for sale or distribution of meals to the general public, and would not be used for such commercial food service operations. The kitchen at the premises would have ventilation capacity and fire safety systems as required for safe operation for the purposes stated in the last paragraph above.

Very truly yours,



Robert Oberst  
Property Manager

CC: Jim McConnell  
Bob Coltrane

**ADDITIONAL LANGUAGE REQUIRED BY LESSOR:**

LESSOR makes no representation as to the space being able to be used as a kitchen. All necessary alterations, permits and approvals with regard to the use of this area shall be performed by LESSEE at LESSEE'S expense.

LESSOR INITIAL



LESSEE INITIAL

\_\_\_\_\_

LEASE ADDENDUM NO. 1


This is a an addendum to the lease dated July 8, 1993,  
between American Property Management Corp., as Lessor, and  
Multnomah County, as Lessee, for lease of real property at 4610  
S.E. Belmont, Portland, Oregon.

The following is added to and made a part of the lease:

Option to Purchase

During the lease term or any extension thereof, Lessor shall not offer the leased premises for sale without first notifying Lessee of Lessor's intention to sell. Lessee shall have 10 days after receipt of Lessor's notice of intention to sell in which to give notice to Lessor by certified mail of Lessee's intention to purchase the property on terms to be negotiated by the parties. If Lessee fails to give notice to Lessor of Lessee's intention to purchase within 10 days, Lessor may sell the property free of any obligations under this paragraph.

AMERICAN PROPERTY MANAGEMENT CORP.

By: 

Date: 7/30/93

MULTNOMAH COUNTY

By:   
Hank Miggins, Acting Chair

Date: 7-30-93

REVIEWED:

Laurence Kressel  
County Counsel

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



## MULTNOMAH COUNTY OREGON

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

July 29, 1993

Mr. Steven Blank, Sr. V.P.  
American Property Management  
2154 N.E. Broadway  
Portland, Oregon 97212

Dear Mr. Blank:

Upon final execution of documents leasing the Tabor Square property to Multnomah County, the County will immediately proceed to requisition a check in the amount of \$7,441.60 payable to American Property Management. Said check shall be applied toward the first month's rental which is October 1993.

Very truly yours,

Robert Oberst  
Property Manager

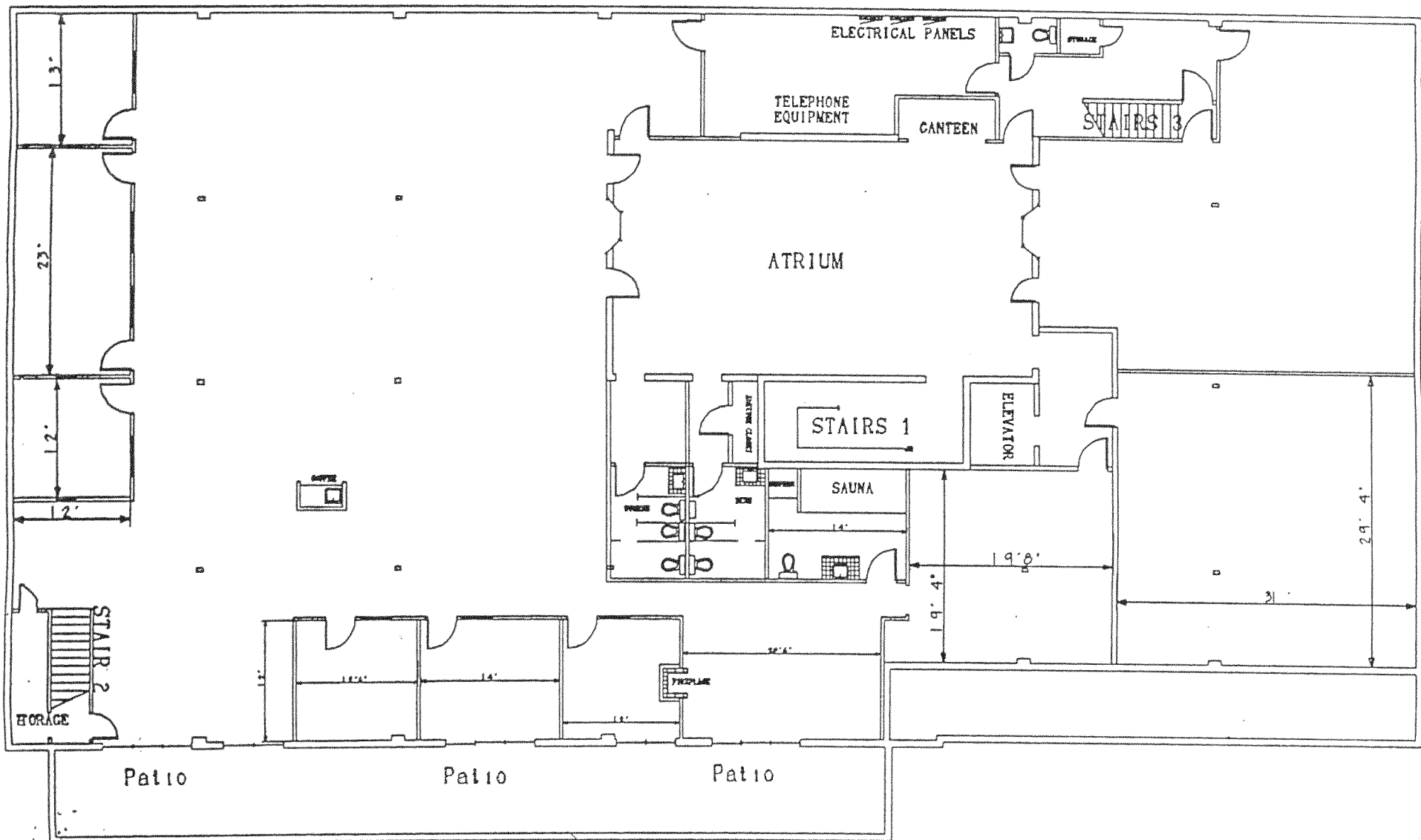
CC: Jim McConnell

Tabor Square  
4610 S.E. Belmont  
Portland, Oregon



**American Property Management**  
2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1587

Lower Level  
10,040 S.F. (Inside)  
- 1,100 S.F. Atrium  
- 480 S.F. Stairs  
8,460 S.F. Available

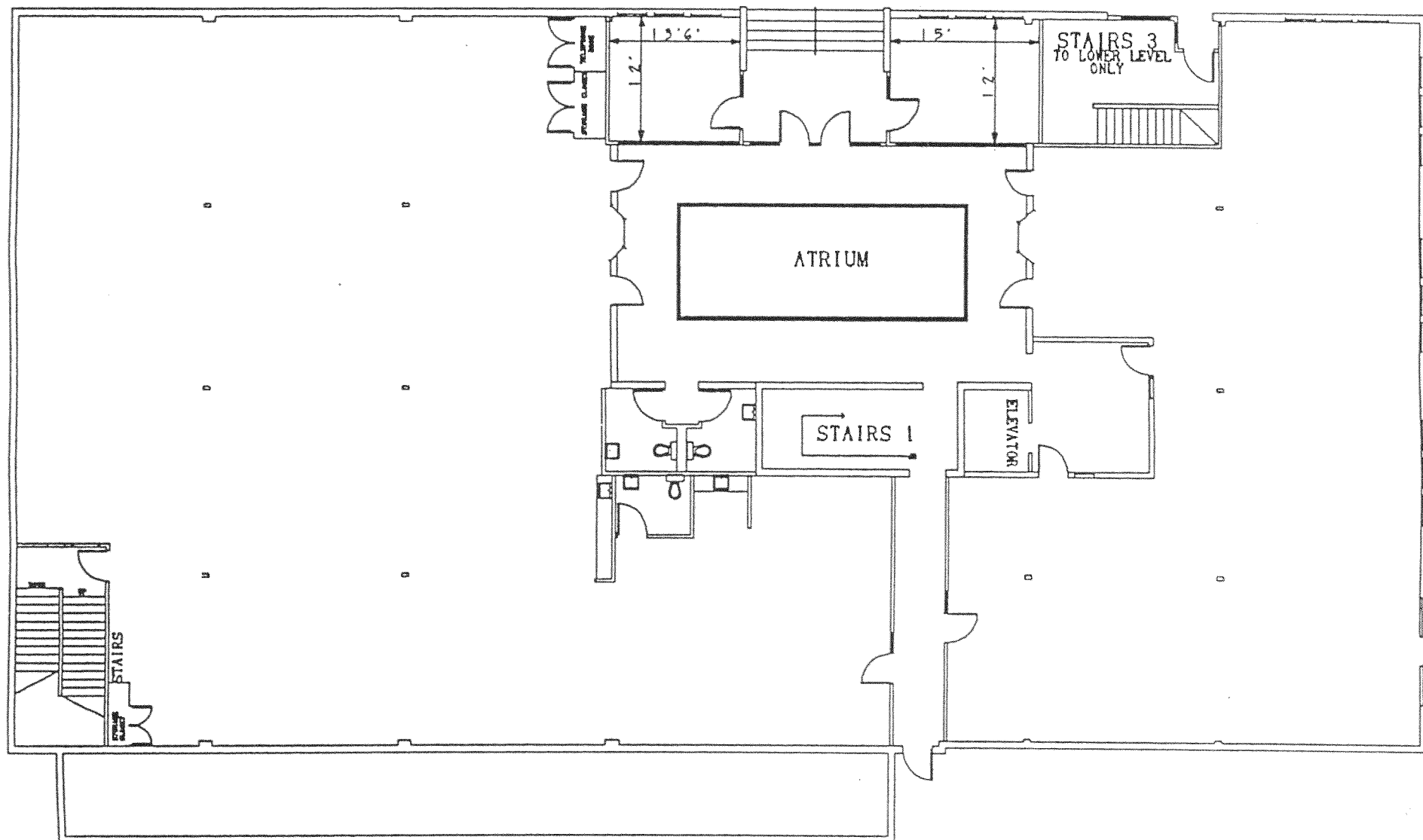


LESSOR INITIAL \_\_\_\_\_  
LESSEE INITIAL \_\_\_\_\_



2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1587

EXHIBIT "A" Page 2 of 3  
ACCOUNT #C-6688-01  
MULTNOMAH COUNTY, OREGON



LESSOR INITIAL \_\_\_\_\_

1999-2000

Tabor Square  
4610 S.E. Belmont  
Portland, Oregon



## American Property Management

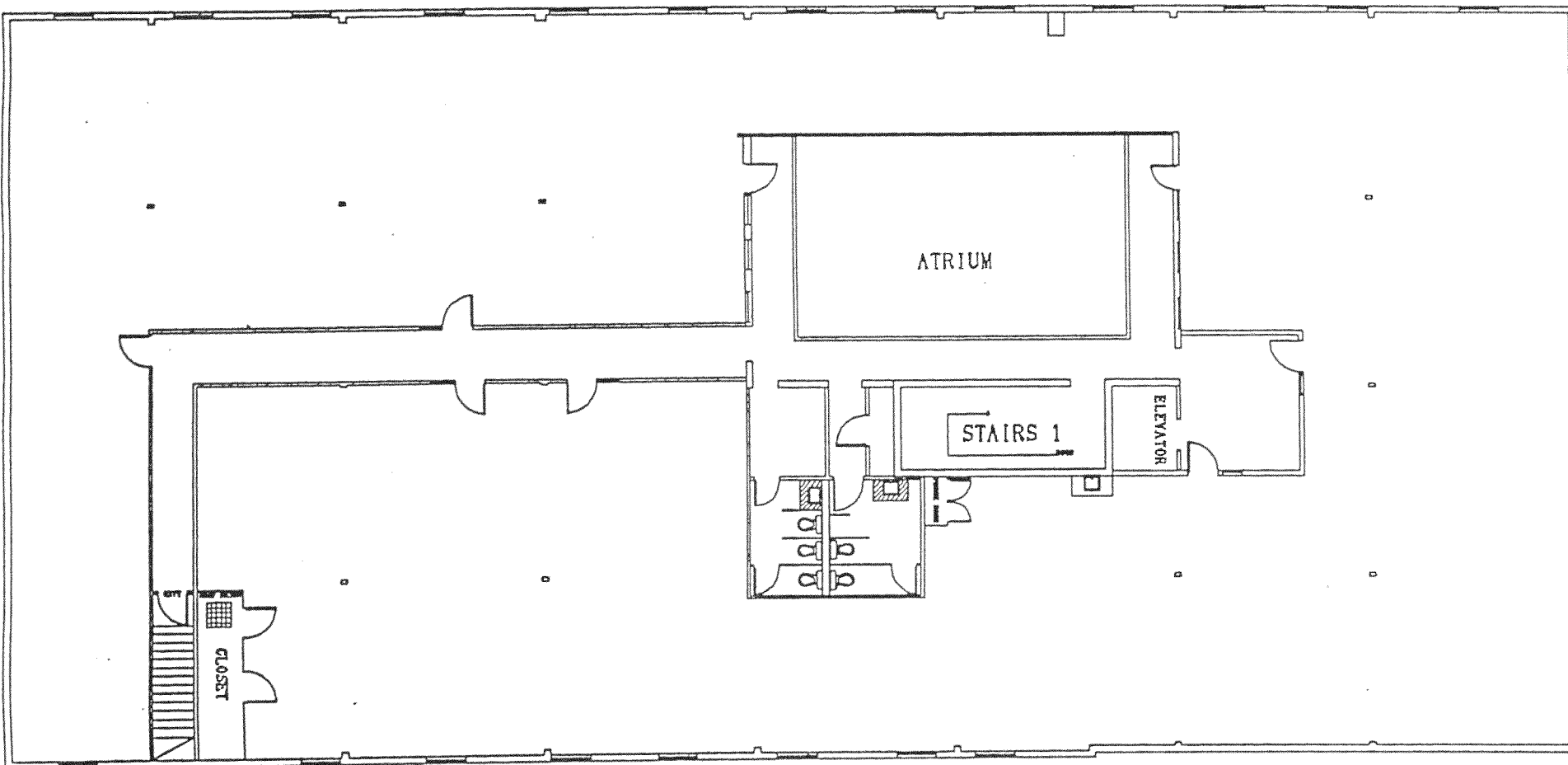
2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone: (503) 284-2147 FAX: (503) 287-1587

Second Floor Area  
11,437 S.F. (Inside)  
- 1,100 S.F. Atrium  
- 386 S.F. Stairs  

---

9,951 S.F. Available

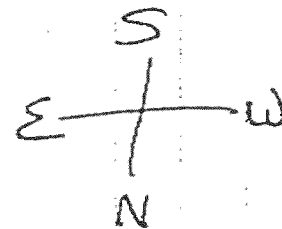
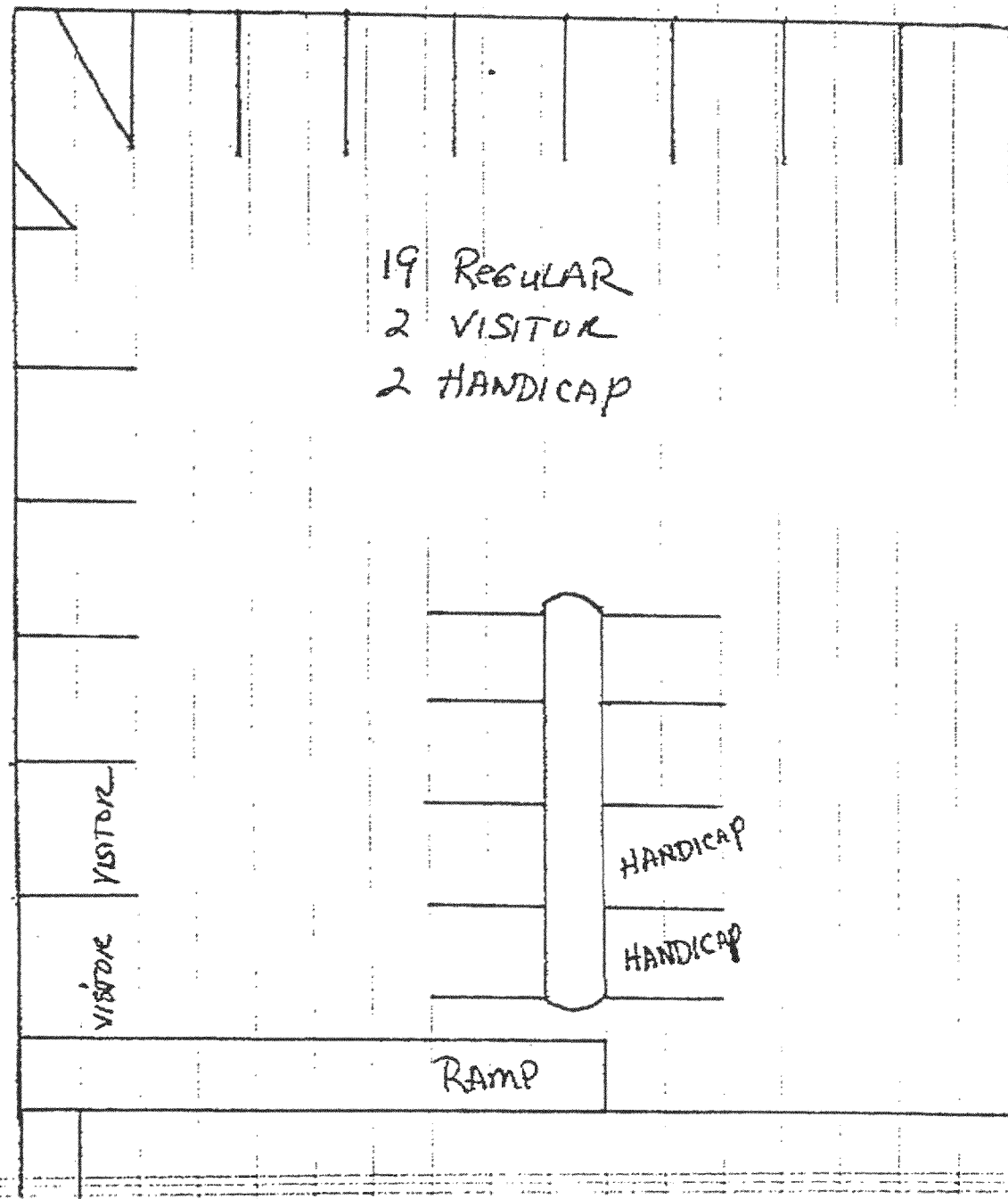
EXHIBIT "A" Page 3 of 3  
ACCOUNT #C-6688-01  
MULTNOMAH COUNTY, OREGON



LESSOR INITIAL

LESSEE INITIAL

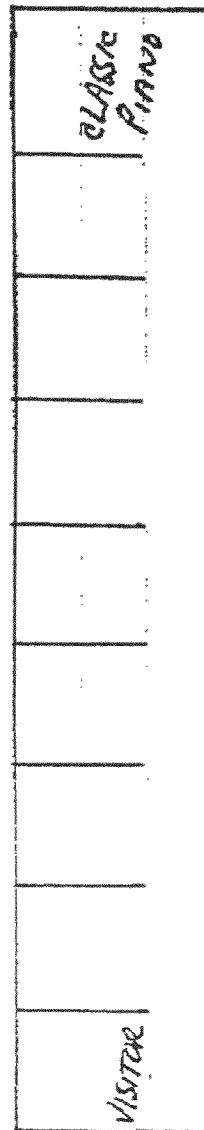
EXHIBIT B



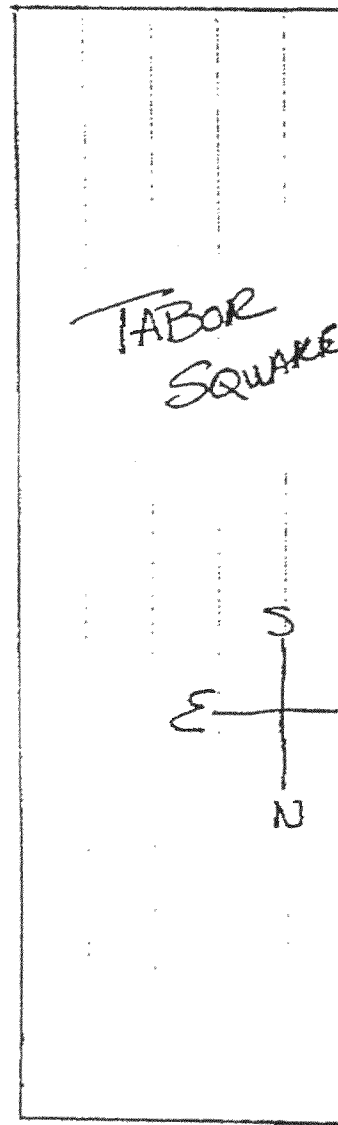
2

TABOR SQUARE South Lot

LHDI LOI



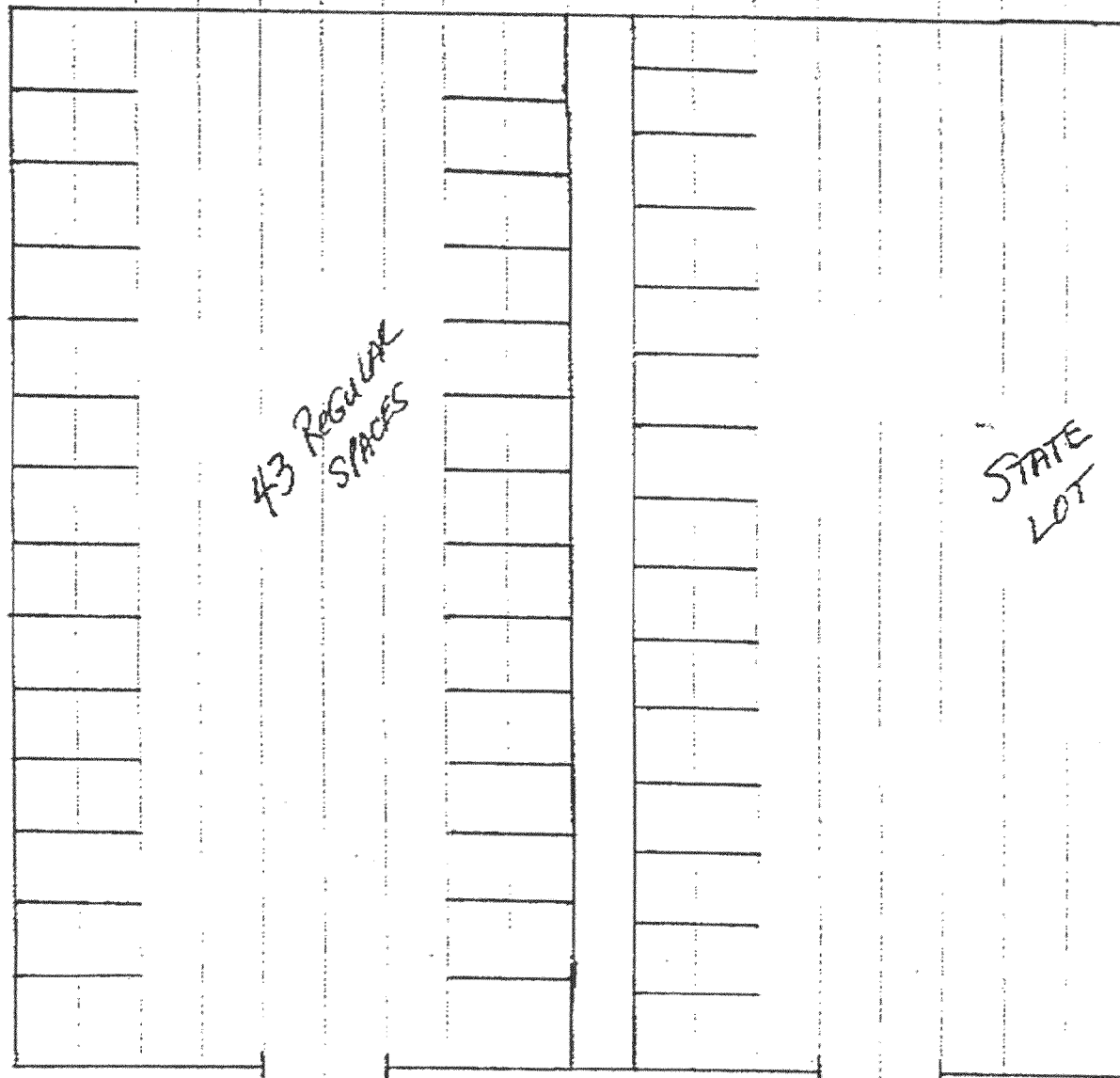
7 REGULAR  
1 VISITOR



1



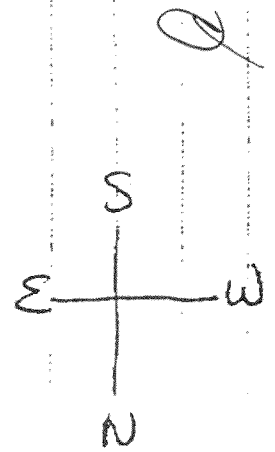
1 HOOK SQUARE AUXILIARLY LOT



43 REGULAR  
SPACES

STATE  
LOT

BELMONT



## AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** July 22, 2004

**Agenda Item #:** R-14

**Est. Start Time:** 11:20 AM

**Date Submitted:** 07/13/04

---

**Requested Date:** July 22, 2004

**Time Requested:** 5 minutes

**Department:** DBCS

**Division:** Facilities and Property Mgmt

**Contact/s:** Doug Butler, Wanda Yantis

**Phone:** 503-988-3322

**Ext.:** 84242

**I/O Address:** 274 / FPM

**Presenters:** Doug Butler, Peter Tryon

---

**Agenda Title:** RESOLUTION: Declaring a Portion of the Leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Portland Impact

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

- 
1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services and the Department of County Human Services request this Resolution be considered under an "expedited process" and allow an exception to the normal Agenda Placement Request timeline. An exception is requested because: 1) The process for negotiating this Sublease has been extensive; and 2) The Sublessee's previous Sublease of this property expired on December 31, 2003; and they remain in the premises under a Holdover Provision. This Agenda Placement Request, the Resolution, and the prepared Sublease are being submitted to the Agenda Review Team requesting an exception to the normal Agenda Placement Request timeline and an expedited review process.

The Department of Business and Community Services, Facilities and Property Management Division, and the Department of County Human Services recommend Approval of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** Multnomah County has leased the property located at

4610 SE Belmont Street, Portland, Oregon, known as Tabor Square, for the past ten years, from 1993 to 2003. The Department of County Human Services Aging and Disability Services, (DCHS-ADS), and its predecessors, have occupied Tabor Square for the full ten year lease term and has used Tabor Square for a Senior Services Center. Multnomah County Facilities and Property Management (FPM) and American Property Management Corporation, (APM), as agent for and on behalf of Weston Investment Company, LLC, negotiated a Second Amendment to Lease for a five-year Lease Extension from January 2004 to December 2008, which was approved by the Board by Resolution 04-063, on May 13, 2004.

DCHS-ADS has used Tabor Square for a Senior Services Center which includes County programs and non-governmental partners including Portland Impact, which has been a sublessee in the building for approximately nine years. DCHS-ADS states Portland Impact is a good non-County partner for its Senior Services Center and directed (FPM) to negotiate with Portland Impact for a new five year Sublease at Tabor Square. FPM negotiated Sublease terms which meet the requirements and needs of DCHS-ADS and Portland Impact. DCHS-ADS has reviewed the Sublease and finds the Sublease acceptable and that it meets their requirements.

The property Master Lease from APM includes space for the non-County partners. This space is not needed for County uses and must be declared surplus to any County use for the County to entered into this Sublease.

3. **Explain the fiscal impact (current year and ongoing).** The Sublease rental rate is set to cover the initial rental rate of the Master Lease and provides for annual rental adjustments during the term as provided in the Master Lease.

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

**If a budget modification, explain: NONE REQUIRED**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: NONE REQUIRED**

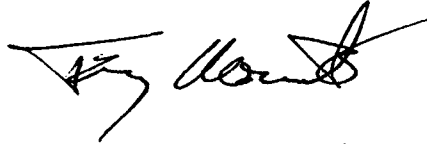
- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain: NONE REQUIRED

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. NONE known at this time..
5. Explain any citizen and/or other government participation that has or will take place. NONE has been required.

**Required Signatures:**



Department/Agency Director: \_\_\_\_\_

Date: 07/13/04

Budget Analyst



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

Date: 07/13/04

Dept/Countywide HR

By: Not Required for this Resolution

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Declaring A Portion Of The Leased Property Located At 4610 SE Belmont Street, Portland, Oregon, 97215 To Be Surplus And Approving A Real Property Sublease To Portland Impact.

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

- a. By Resolution 04-063, the Board approved a lease of the property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) known as Tabor Square, from American Property Management.
- b. A portion of the leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, is, at this time, surplus to any County use.
- c. The attached sublease has been negotiated with Portland Impact.
- d. It is in the best interests of the County to sublease the Property on the terms and conditions set forth in the attached sublease.

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

1. The Board approves the attached sublease. The County Chair is authorized to execute the sublease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the sublease and to execute amendments to the sublease without further Board action.

ADOPTED this 22<sup>nd</sup> day of July, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
John S. Thomas, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-108**

Declaring a Portion of the Leased Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Portland Impact

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

- a. By Resolution 04-063, the Board approved a lease of the property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) known as Tabor Square, from American Property Management.
- b. A portion of the leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, is, at this time, surplus to any County use.
- c. The attached sublease has been negotiated with Portland Impact.
- d. It is in the best interests of the County to sublease the Property on the terms and conditions set forth in the attached sublease.

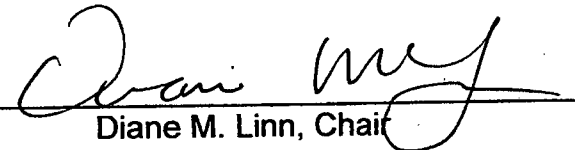
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached sublease. The County Chair is authorized to execute the sublease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the sublease and to execute amendments to the sublease without further Board action.


ADOPTED this 22nd day of July, 2004.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John S. Thomas, Deputy County Attorney

## SUBLEASE

Date: August 1, 2004

Between: Multnomah County, Oregon ("Sublessor")  
Facilities and Property Management  
401 North Dixon Street  
Portland, Oregon, 97227-1865

And: Portland Impact ("Sublessee")  
7211 SE 62<sup>nd</sup> Avenue  
Portland, Oregon, 97206

Sublessor leases to Sublessee and Sublessee leases from Sublessor the following described property (the "Premises") on the terms and conditions stated below:

Approximately 1,645 square feet of exclusive office space in the building known as Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon, 97215 and as shown on the attached **Exhibit A**.

Sublessor further leases to Sublessee the following premises ("the Non-exclusive Premises") for the non-exclusive use of Sublessee as further described below:

Approximately 3,808 square feet of non-exclusive space in the Tabor Square Building known as the first-floor multi-use room and as shown on the attached **Exhibit A-1**.

### Section 1. Master Lease

Sublessor is the lessee of the Premises and Non-exclusive Premises by virtue of a lease, hereinafter the "Master Lease", wherein American Property Management Corp. (APM) is lessor, hereinafter the "Master Lessor". This Sublease is and shall be at all times subject and subordinate to the Master Lease and Amendments to the Master Lease, attached hereto and made a part of the Sublease as **Exhibit C**.

### Section 2. Occupancy

**2.1 Original Term.** The term of this sublease shall commence August 1, 2004, and continue through December 31, 2008, unless sooner terminated as hereinafter provided.

**2.2 Possession.** Sublessee's right to possession and obligations under this sublease shall commence on August 1, 2004. Sublessor shall have no liability for delays in delivery of possession and Sublessee will not have the right to terminate this sublease because of delay in delivery of possession except as hereinafter provided.

**2.3 Early Termination.** Either party may terminate this sublease upon written notice to the other party given not less than 180 days from the termination date.

**2.4 Renewal Option.** If the Sublessee is not in default at the time the option is exercised or at the time the renewal term is to commence, Sublessee shall have the option to renew this sublease for one term of five years, as follows:

(1) The renewal term shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Sublessor given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the sublease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the sublease for each renewal term shall be identical with the original term except for rent and except that Sublessee will no longer have any option to renew this Sublease. Rent shall be determined as provided in paragraph 3.2

(4) The right of renewal shall be valid only for the term the Master Lease is in full force and effect, and in the event the Master Lease is terminated for any reason, so shall be this Sublease.

### **Section 3. Rent**

**3.1 Rent.** During the first year of the original term, Sublessee shall pay to Sublessor as rent the sum of \$1,858.85 per month. All rent shall be payable without deduction or setoff of any kind on the first day of each month in advance at the address for Sublessor first above stated or at such place as may be designated by Sublessor. Rent for any partial calendar month shall be prorated based on a 30-day month.

**3.2 Rent Adjustment.** Rent during the term of this sublease and during the option period, if any, shall be adjusted as provided in the Master Lease.

### **Section 4. Use of the Premises.**

**4.1 Permitted Use.** The Premises shall be used for office and public service uses and for no other purpose without the consent of Sublessor and the Master Lessor. Sublessee shall have the non-exclusive use of the Non-exclusive Premises for such uses as Sublessor in Sublessor's sole discretion shall deem appropriate. Such uses shall be subject to such reasonable rules and regulations as Sublessor may impose. Sublessor may at any time temporarily close the Non-exclusive Premises to make repairs or changes and may do such other acts in and to the Non-exclusive Premises as in its judgment may be desirable.

**4.2 Restrictions on Use.** In connection with the use of the Premises and the Non-Exclusive Premises, Sublessee shall:

- (1) Conform to all requirements of the Master Lease and refrain from any activity that would be a breach of the Master Lease.
- (2) Conform to all applicable laws and regulations of any public authority affecting the Premises and the Non-Exclusive Premises and correct at Sublessee's expense



any failure of compliance created through Sublessee's fault or by reason of Sublessee's use.

- (3) Refrain from any activity that would make it impossible to insure the Premises and Non-exclusive Premises against casualty, would increase the insurance rate, or would prevent Sublessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Sublessor to obtain reduced premium rates for long-term fire insurance policies, unless Sublessee pays the additional cost of the insurance.
- (4) Refrain from any use that would be reasonably offensive to other sublessees or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the property.
- (5) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Sublessor.
- (6) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof without the written consent of Sublessor.

**4.3 Hazardous Substances.** Sublessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises and Non-exclusive Premises. Sublessee may use or otherwise handle on the Premises and Non-exclusive Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 4.1. Sublessee may store such Hazardous Substances on the Premises and Non-exclusive Premises only in quantities necessary to satisfy Sublessee's reasonably anticipated needs. Sublessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises and Non-exclusive Premises. Upon the expiration or termination of this Sublease, Sublessee shall remove all Hazardous Substances from the Premises and Non-exclusive Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**4.4 Parking.** Sublessee, its employees, and clientele shall have the use of parking as determined by Sublessor in accordance with **Exhibit B**.

## **Section 5. Repairs and Maintenance**

### **5.1. Sublessor and Sublessee Responsibilities**

- (1) Sublessor shall require Master Lessor to provide such maintenance and repairs as are imposed on Master Lessor under the Master Lease. Sublessor shall have met this obligation

if, upon receipt of written notice from Sublessee of a condition requiring maintenance and repair, Sublessor shall have forwarded such notice to the Master Lessor with a request that the work described in the notice be done.

(2) Sublessee shall take good care of the interior of the Premises and Non-exclusive Premises and at the expiration of the term surrender the Premises and Non-exclusive Premises in as good condition as at the commencement of this Sublease, excepting only reasonable wear attributable to Sublessee's use.

(3) Sublessee shall make any repairs necessitated by the negligence of Sublessee, its agents, employees, and invitees.

**5.2 Inspection of Premises.** Sublessor shall have the right to enter upon the Premises and the Non-exclusive Premises at any time to determine Sublessee's compliance with this sublease, to make necessary repairs or to show the Premises or Non-exclusive Premises to any prospective sublessee, and in addition shall have the right, at any time during the last two months of the term of this sublease, to place and maintain upon the Premises and Non-exclusive Premises notices for leasing the Premises.

## **Section 6. Condition of Premises; Alterations**

**6.1 Condition; Improvements.** Sublessee accepts the Premises and Non-exclusive Premises AS IS. Sublessee acknowledges and agrees that neither Sublessor nor Master Lessor has undertaken any obligation to make nor agreed to make any alteration or improvement to the Premises and Non-exclusive Premises for Sublessee's use or occupancy thereof. If Sublessee desires to alter or improve the Premises and Non-exclusive Premises in any way, Sublessee shall first obtain Sublessor's and Master Lessor's prior written consent to any such alteration or improvement, and any such alterations or improvements shall be made in accordance with the Master Lease.

**6.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises and Non-exclusive Premises by either Sublessor or Sublessee shall be the property of Sublessor when installed unless the applicable Sublessor's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Sublessee shall, at Sublessor's option, be removed by Sublessee at Sublessee's expense and the Premises and Non-exclusive Premises restored unless the applicable Sublessor's consent specifically provides otherwise.

## **Section 7. Insurance**

**7.1 Insurance Required.** Sublessee, at its expense, shall maintain at all times during the Term of this Sublease commercial general liability insurance in respect of the Premises and Non-exclusive Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Sublessor.

**7.2 Increase in Coverage.** Sublessor may from time to time require that the amount of commercial general liability insurance be increased so that the amount adequately protects Sublessor's interests.

**7.3 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

## **Section 8. Taxes**

**8.1 Property Taxes.** Sublessee shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation, or rental of the Premises, other than taxes on the net income of Sublessee.

**8.2 Sublessee Responsibility for Filing Claim for Exemption.** If Sublessee is entitled to an exemption from payment of taxes, Sublessee shall be responsible for obtaining the appropriate exemption. Sublessee shall provide proof of such exemption to Sublessor upon receipt of notice of approval of the exemption.

**8.3 Special Assessments.** If an assessment for a public improvement is made against the Premises, Sublessor may elect to cause the assessment to be treated the same as general real property taxes under section 8.1.

**8.4 Contest of Taxes.** Sublessee may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Sublessor's interest in the Premises.

**8.5 No Proration of Taxes.** Sublessee shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

**8.6 New Charges or Fees.** If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Sublessee shall pay such charge or fee. However, Sublessee has no obligation to pay any charge or fee based on the income derived by Sublessor from this lease.

**Section 9. Services and Utilities.** Sublessee shall not be responsible for payment of utilities janitorial supplies and services, window washing, trash removal, recycling or snow removal.

## **Section 10. Sublessee's and Sublessor's Representations**

**10.1** Sublessee acknowledges the provisions of the Master Lease and agrees to take the Premises and Non-exclusive Premises subject to all the terms and conditions of the Master Lease, to use the Premises and Non-exclusive Premises within the restrictions provided by the Master Lease, and to comply with all terms of the Master Lease, as if Sublessee were the tenant

and Sublessor were the landlord under the Master Lease, except that Sublessee's rent shall be equal to the amount set forth in Section 3 of this Sublease.

**10.2** Sublessor represents and warrants that **Exhibit C** contains a true, correct, and complete copy of the Master Lease and all amendments to the Master Lease. Sublessee acknowledges and agrees that it has read and is familiar with the terms of the Master Lease and all amendments to the Master Lease.

## **Section 11. Liens**

**11.1** Except with respect to activities for which Sublessor is responsible, Sublessee shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises and Non-exclusive Premises free from any liens. If Sublessee fails to pay any such claims or to discharge any lien, Sublessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Sublessor and shall be payable on demand. Such action by Sublessor shall not constitute a waiver of any right or remedy, which Sublessor may have on account of Sublessee's default.

**11.2** Sublessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Sublessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Sublessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Sublessor cash or sufficient corporate surety bond or other surety satisfactory to Sublessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**Section 12. Indemnification.** Sublessee hereby agrees to indemnify, defend, protect, and hold harmless Sublessor and Master Lessor from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Sublessee's failure to perform its obligations under this Sublease or arising out of use of the Premises or Non-exclusive Premises by Sublessee or its agents, employees, contractors, customers, or invitees.

**Section 13. Assignment and Subletting.** Sublessee shall not assign its interest under the Sublease nor sublet all or any portion of the Premises and Non-exclusive Premises without first obtaining Sublessor's and Master Lessor's prior written consent. If Master Lessor approves further subleasing or assignment by Sublessee, Sublessor shall not unreasonably withhold its consent. No assignment or sublease shall release Sublessee from its obligations under this Sublease.

**Section 14. Default.** The following shall be events of default:

**14.1 Default in Rent.** Failure of Sublessee to pay rent or other charge within 10 days after it is due.

**14.2 Default in Other Covenants.** Failure of Sublessee to comply with any term or condition or fulfill any obligation of this sublease (other than the payment of rent or other

charges) within 20 days after written notice by Sublessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Sublessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**14.3 Insolvency.** Insolvency of Sublessee; an assignment by Sublessee for the benefit of creditors; the filing by Sublessee of a voluntary petition in bankruptcy; an adjudication that Sublessee is bankrupt or the appointment of a receiver of the properties of Sublessee; the filing of any involuntary petition of bankruptcy and failure of Sublessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Sublessee to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Sublessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Sublessor that they have unconditionally acquired the interest of the one causing the default. If this sublease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Sublessee under this sublease.

**Section 15. Remedies on Default.** In the event of default by Sublessee, this Sublease may be terminated at the option of Sublessor by written notice to Sublessee. Whether or not this Sublease is terminated by the election of Sublessor, Sublessor shall be entitled to pursue any remedies available to Sublessor under applicable law.

## **Section 16. Surrender at Expiration,**

**16.1 Condition of Premises on Termination.** Upon expiration of the sublease term or earlier termination on account of default, Sublessee shall deliver all keys to Sublessor and surrender the Premises and Non-exclusive Premises in first-class condition and broom clean. Depreciation and wear from ordinary use for the purpose for which the Premises and Non-exclusive Premises are leased shall be excepted but repairs for which Sublessee is responsible shall be completed to the latest practical date prior to such surrender.

**16.2 Removal of Possessions.** Prior to expiration or other termination of the sublease term Sublessee shall remove all furnishings, furniture, and trade fixtures that remain its property. If Sublessee fails to do so, this shall be an abandonment of the property, and Sublessor may retain the property and all rights of Sublessee with respect to it shall cease or, by notice in writing given to Sublessee within 20 days after removal was required, Sublessor may elect to hold Sublessee to its obligation of removal. If Sublessor elects to require Sublessee to remove, Sublessor may effect a removal and place the property in public storage for Sublessee's account. Sublessee shall be liable to Sublessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Sublessor.

### **16.3 Holdover**

- (1) If Sublessee does not vacate the Premises and Non-exclusive Premises at the time required, Sublessor shall have the option to treat Sublessee as a sublessee from month to month, subject to all of the provisions of this sublease. Failure of Sublessee to remove fixtures, furniture, furnishings, or trade fixtures that Sublessee is required to remove under this sublease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises and Non-exclusive Premises by another sublessee or with occupancy by Sublessor for any purpose including preparation for a new sublessee.
- (2) If a month-to-month tenancy results from a holdover by Sublessee under this Section 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Sublessor given not less than 20 days prior to the termination date which shall be specified in the notice. Sublessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

### **Section 17. Miscellaneous**

**17.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**17.2 Notices.** Any notice required or permitted under this sublease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this sublease or to such other address as may be specified from time to time by either of the parties in writing.

**17.3 Recordation.** This sublease shall not be recorded without the written consent of Sublessor.

**17.4 Risk of Loss.** Sublessee shall be fully responsible for and shall assume all risk of loss of its personal property, furniture, fixtures, equipment, and furnishings in the Premises and Non-exclusive Premises.

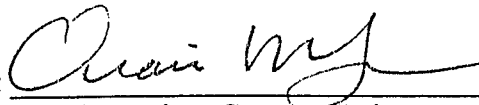
**17.5 Time of Essence.** Time is of the essence of the performance of each of Sublessee's obligations under this sublease.

**17.6 Confidentiality of Business Information.** Sublessor and Sublessee acknowledge that Sublessor's use of the Premises and Sublessee's permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature, and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. Sublessor and Sublessee, for themselves, their agents, employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the

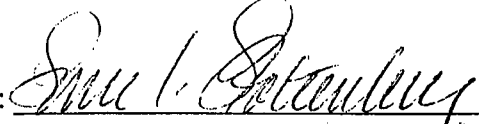
confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. Sublessor and Sublessee acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the Sublease, for which the non-violating party may terminate the Sublease and for which additional remedies may also be available.

**17.7 Master Lessor's Consent to Sublease.** The Master Lessor under the Master Lease, hereby consents to the foregoing Sublease without waiver of any restriction in the Master Lease concerning further assignment of subletting. Master Lessor certifies that, as of the date of Master Lessor's execution hereof, Sublessor, is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the foregoing Sublease. Sublessee's agreement to perform such obligations shall not release Sublessor of its primary and unconditional liability for payment of rental and other charges and performance of Sublessor's obligations as Tenant under the Master Lease during the full term of the Master Lease.

Sublessor:  
MULTNOMAH COUNTY

By:   
Diane Linn, County Chair

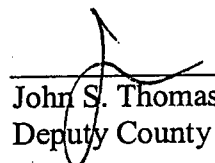
Sublessee:  
PORTLAND IMPACT

By:   
Title: Executive Director

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

Master Lessor:  
AMERICAN PROPERTY  
MANAGEMENT CORP.

By:   
John S. Thomas  
Deputy County Attorney

By: \_\_\_\_\_  
Douglas D. Lindholm  
Vice President of Commercial Property

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-14 DATE 07-22-04  
DEBORAH L. BOGSTAD, BOARD CLERK

## Occupant Information

① Space 1  
1,645 SqFt  
Portland Impact  
Exclusive Use Space

# Tabor Square Office Building - 409

4610 SE Belmont Street  
Portland, Oregon 97215

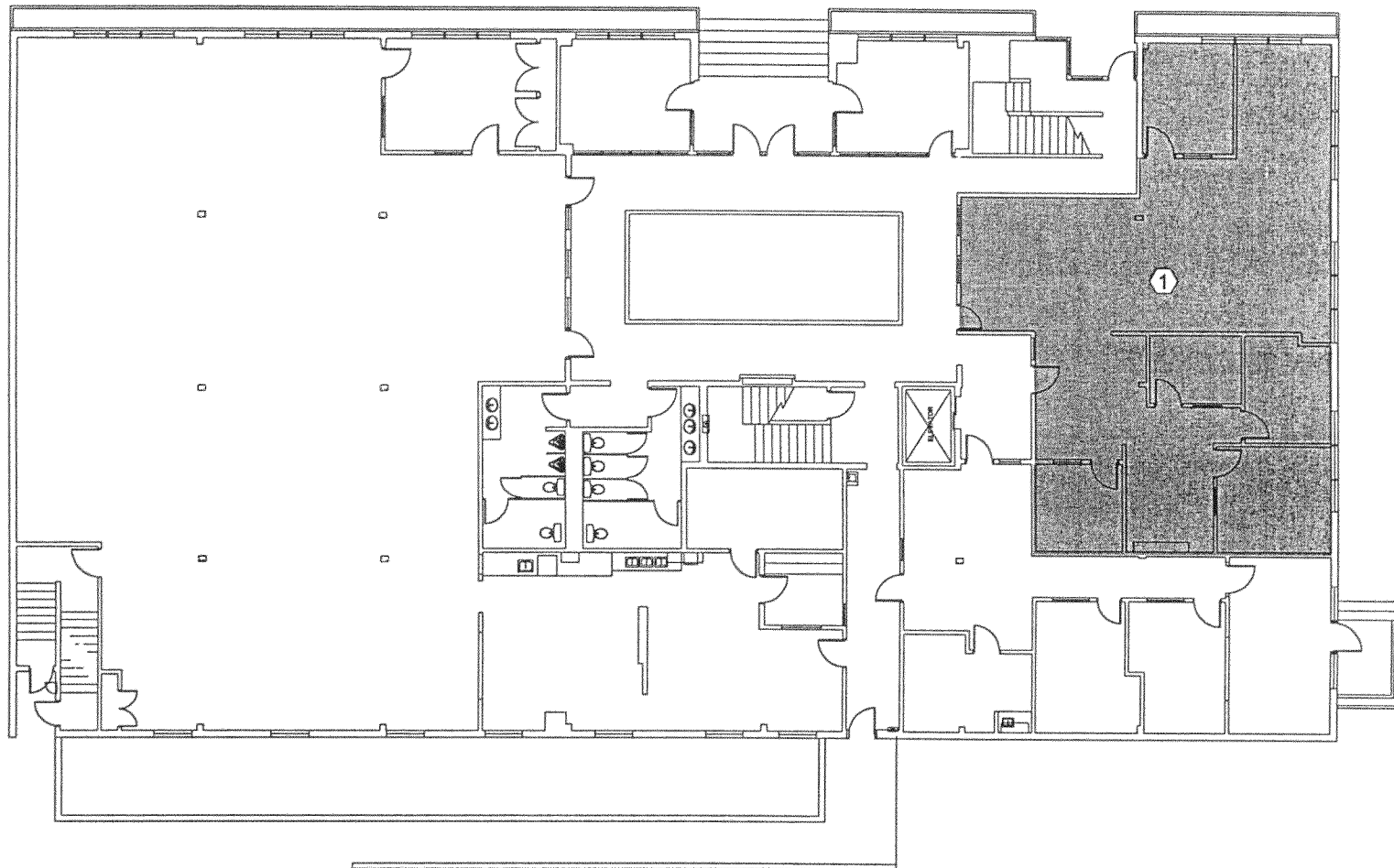


Exhibit A

First Floor

Measured by: Brett Taute  
Date: 29 June 2004  
Control # X-05-013





## Occupant Information

- ① Space 1  
3,808 SqFt  
Multi-Use Room  
Non-Exclusive Space

# Tabor Square Office Building - 409

4610 SE Belmont Street  
Portland, Oregon 97215

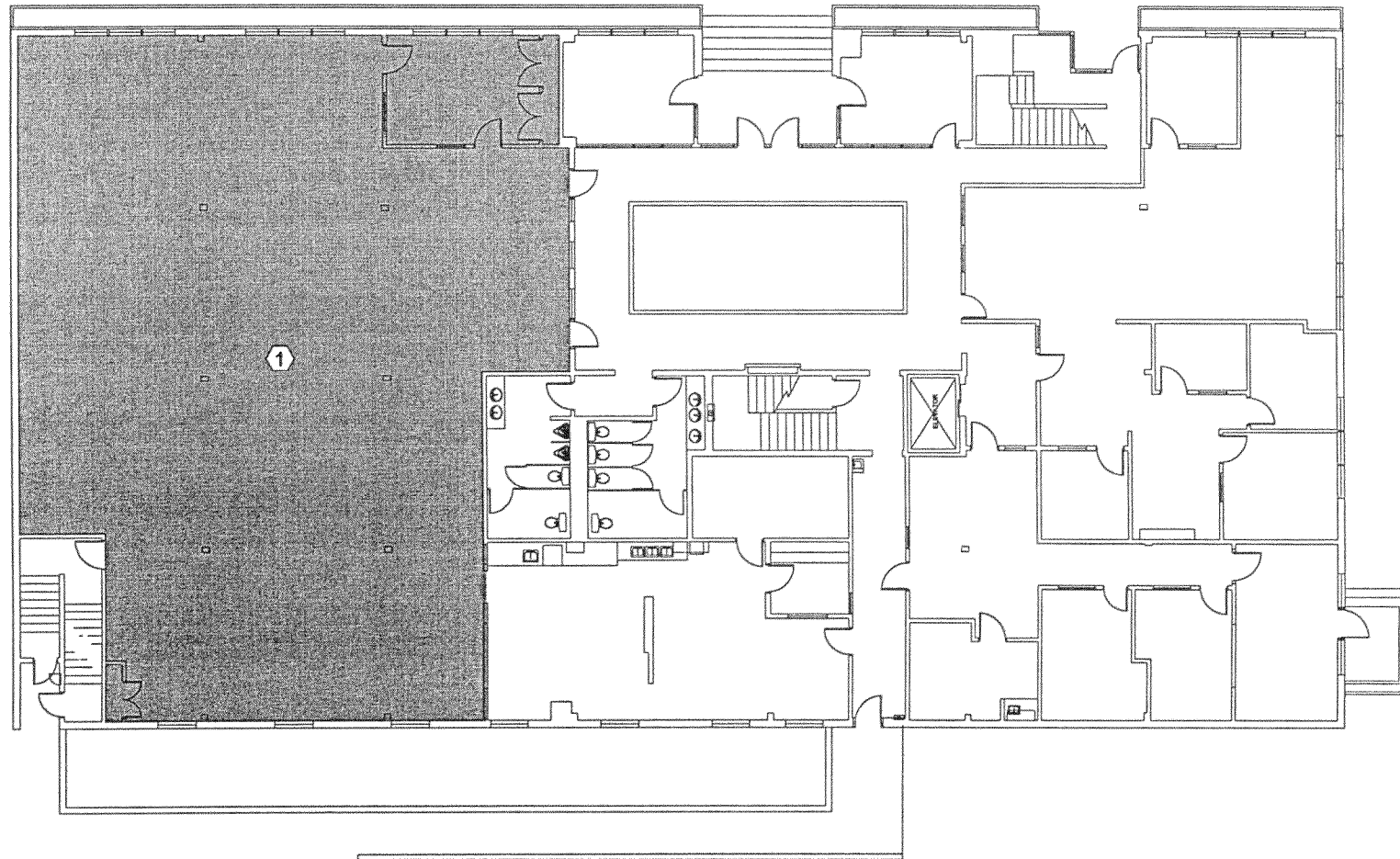


Exhibit A-1

First Floor

Measured by: Brett Taute  
Date: 29 June 2004  
Control # X-05-011



## **EXHIBIT B**

### **TABOR SQUARE BUILDING: PARKING PLAN FOR SUBLESSOR AND SUBLESSEES AUGUST 2004**

1. Guiding Principles for Parking Allocation and Assignment:
  - Client and Guest parking is the priority.
  - No staff parking in client areas at any time.
  - Parking will be managed on an ongoing basis, by the County DCHS.
2. Tabor Building Adjacent Building Parking Lots:
  - Allocation, assignment, and marking of parking spaces in the two parking lots adjacent to the building will be by the County DCHS.
  - Distribution and location of parking for Disabled, Handicapped, Special Assistance, Tri-Met Lift-Buses, and Loaves & Fishes "MOW" drivers will be determined by County DCHS.
  -
3. Tabor Building Satellite Parking Lot:
  - Allocation, assignment, and marking of parking spaces in the satellite parking lot will be as follows:
    - All parking spaces (43 spaces) will be available to all County, DCHS-Partners, Tabor Square clients and guests on a "first-come" basis.
    - If parking congestion or conflicts occur, the County DCHS will study the situation and then allocate, assign, and mark parking spaces as necessary.
4. Parking Plan Review:
  - The Tabor Square Parking Plan will be reviewed in July of each year by the County DCHS.
  - Allocation, assignment, and marking of parking spaces will be assessed and modified as necessary based upon parking needs and parking issues.

**EXHIBIT C**  
**MASTER LEASE AND AMENDMENTS**



## MULTNOMAH COUNTY OREGON

---

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

---

**TABOR SQUARE BUILDING**  
**4610 SE BELMONT STREET**  
**PORTLAND, OR 97215**

**AMERICAN PROPERTY MANAGEMENT**  
**AGENT FOR WESTON INVESTMENT CO.**

**ORIGINAL LEASE:**

August 1, 1993 to December 31, 2003

**FIRST AMENDMENT:**

June 24, 1997 to December 31, 2003

**SECOND AMENDMENT:**

January 1, 2004 to December 31, 2008  
(Executed May 13, 2004)

# MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

LEASE TYPE: Revenue ☐ Expense **XX** County Owned ☐ Renewal **XX**  
Tax Exemption Filing: **XX** Yes No

**COPY**

LEASE NAME: TABOR SQUARE BUILDING (APM: #C-01-285-6688-02) (MC: L-04 / B-409)  
LEASE AGREEMENT, July 8, 1993  
FIRST AMENDMENT, June 24, 1997  
SECOND AMENDMENT, April 21, 2004 (BCC Resolution 04-063, May 13, 2004)

LESSOR: AMERICAN PROPERTY MANAGEMENT CORP., Agent for Weston Investment Co. LLC  
Local Address: 2154 NE Broadway, Portland, OR, 97232  
P.O. Box 12127, Portland, OR 97212  
Contact: Jackie Mullen, Doug Lindholm Phone: 503-281-7779 Fax: 503-460-2616  
LESSOR Taxpayer ID: 93-1173413 VENDOR No: 15999

LESSEE: MULTNOMAH COUNTY, OREGON  
Address: 401 N. Dixon Street, Portland, Oregon, 97227-1865  
Phone: 503-988-3322  
COUNTY: Department of County Human Services, Aging & Disability Services Section  
Contact: Steve Bullock, X26344 Scott Henderson, X22798  
Address of lease and purpose: 4610 SE Belmont Street, Portland, OR 97215  
DCHS-ADS Offices and Senior Services Center

LEASE Commencement Date: August 1, 1993 Expiration: December 31, 2003  
2<sup>nd</sup> AMENDMENT Commencement Date: January 1, 2004 Expiration: December 31, 2008  
Execution Date: May 13, 2004

Monthly Payment Terms:	Base Rents/mo	Other Charges/mo	FY Annual Total
FY 03-04 Jan-Jun	\$27,115.46	\$000	\$162,693
est.*: FY 04-05	\$27,900	\$000	\$334,800
est.*: FY 05-06	\$28,750	\$000	\$345,000
est.*: FY 06-07	\$29,650	\$000	\$355,800
est.*: FY 07-08	\$30,500	\$000	\$366,000
est.*: FY 08-09 Jul-Dec	\$31,500	\$000	\$189,000
Total Amount of Lease Agreement:			\$1,753,293

\*est.: 2<sup>nd</sup> Amendment, Article 5: Rental Adjustment in August will be based on May CPI, US City Average

Business Area	Cost Center/WBS	Project/File Number	CO. Bldg #/Name
3505	B409 BASE / 60210	L-04	MC 00079 / B-409

## Required Signatures

Department Head

*Tony Mounts by AS*

Date:

*5/21/04*

Property Management

*[Signature]*

*5/20/04*

County Counsel

See Executed Lease Amendment

May 13, 2004

County Chair

See Executed Lease Amendment

May 13, 2004

Contract Number: 4600001465

(from SAP O/A #) Req# N/A



# AMERICAN PROPERTY MANAGEMENT CORP.

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone 503-281-7779 Fax 503-460-2616

## SECOND AMENDMENT TO LEASE LEASE EXTENSION

April 21, 2004

**COPY**

AMERICAN PROPERTY MANAGEMENT Account #C-01-285-6688-02  
MULTNOMAH COUNTY Lease # L-04 / Building # B-409

It is mutually agreed that the Lease Agreement dated July 9, 1993 and the First Amendment to Lease, dated June 24, 1997, ("collectively the "LEASE"), between AMERICAN PROPERTY MANAGEMENT CORP. as agent for and on behalf of WESTON INVESTMENT CO., L.L.C. ("LESSOR"), and Multnomah County Oregon, a political subdivision of the State of Oregon ("LESSEE"), for 4610 SE Belmont Street, consisting of approximately 26,984 rentable square feet ("Premises") in the Tabor Square Office Building located at 4610 SE Belmont Street, Portland, Oregon 97215 ("Building") is hereby modified as follows:

If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this Second Amendment to Lease shall control.

### Article 1: LEASE TERM

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the Lease term shall be extended for a period of five (5) years and shall terminate December 31, 2008 ("Extension Term").

### Article 2: INITIAL BASE RENTAL

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the initial base rental for the Extension Term shall be \$27,115.46 per month.

The LESSEE shall submit with this signed Second Amendment to Lease, the base rent for the first month of the Extension Term equal to \$27,115.46.

### Article 3: REPAIRS AND IMPROVEMENTS

Section 6.1 of the LEASE, "Repairs and Improvements," shall be amended with the addition of the following:

6.1(a) For Building operations, maintenance, and repairs, LESSEE shall provide notice under this Section to LESSOR'S Commercial Property Manager ("LCPM"). For purposes of this Section, LESSEE shall designate one individual employee to be the LESSEE'S Facility Property Manager, ("FPM"), and shall provide LESSOR with the

name of the FPM. LESSEE reserves the right to designate another FPM if the original FPM is reassigned or leaves LESSEE'S employ. In the event the designated FPM is unavailable, LESSEE reserves the right to assign another FPM as contact.

6.1(b) HVAC seasonal adjustments and other HVAC system repair and maintenance shall be performed by LESSOR at LESSOR'S sole cost, as needed after LESSEE'S FPM contacts LESSOR'S LCPM. The LCPM shall respond at the Premises by the next business day after receipt of notice by the FPM during business hours. For purposes of this Section receipt of notice shall be established by confirmation by LESSEE that notice sent was received at LESSOR'S Fax Number or personal delivery to LESSOR. Business days and hours for HVAC system issues shall be defined as Monday at 8:00am through Friday at 5:00pm (except holidays). After assessing the situation the LCPM will prepare a work order for the LESSOR'S service department, who will perform the work order within three (3) business days, provided the necessary parts are readily available.

6.1(c) Notwithstanding anything provided herein to the contrary, if the HVAC, Mechanical, Plumbing, Electrical, or other necessary system or major component or equipment thereof fails or is non-operational, LESSOR'S LCPM and service department shall respond within the same day of LESSEE'S notice if possible, if not possible no later than the next business day from receipt of notice. LESSOR shall use its best efforts to immediately assess repairs necessary and commence and complete repairs with all deliberate speed

#### **Article 4:     PARKING**

Section 21.1 of the LEASE, "Parking", shall be replaced with the following:

LESSEE shall have the use of the following parking spaces:

##### **Tabor Square Satellite Lot:**

The 43 exclusive regular spaces on a portion of the off-site satellite parking lot located approximately one block west of the building on SE Belmont Avenue and SE 43rd; as shown on the original LEASE Exhibit B-1,

##### **Tabor Square On-Site East Lot:**

The eight (8) exclusive spaces in the east parking lot adjacent to the building; as shown on the original LEASE Exhibit B-2

##### **Tabor Square On-Site South Lot:**

The 13 exclusive spaces in the parking lot directly behind the building; as shown on the original LEASE Exhibit B-3,

The six (6) non-exclusive spaces rented month to month by the LESSOR for the exclusive use of the LESSEE. In the event the LESSOR'S month to month lease for the six parking spaces is terminated, the LESSOR shall reduce the LESSEE'S rental obligation in an amount consistent with the LESSOR'S actual cost to rent the lost parking spaces. The four (4) non-exclusive spaces, as of January 1, 2004, should be available on a first come, first serve basis as shown on the original LEASE Exhibit B-3 and the attached Exhibit B-4. In the event of a dispute with the adjacent property owner, LESSOR will do everything possible to assure LESSEE use of said four non-exclusive spaces.

The LESSEE shall be allowed to re-stripe the exclusive parking spaces to meet LESSEE'S needs with LESSOR'S consent in writing, which shall not unreasonably be withheld.

#### **Article 5: RENTAL ADJUSTMENT**

Section 29.1 of the LEASE, "Rental Adjustment", shall be replaced with the following:

The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), as of May 2003 and the same Consumer Price Index May 2004, and on the same month of each year of the LEASE term thereafter. Such information will be secured from the U.S. Bureau of Labor Statistics. Base rent will be increased by the annual Consumer Price Index increase, not to exceed 5%, on every Rental Adjustment Date (30.1) thereafter during the five (5) year extension term.

#### **Article 6: RENTAL ADJUSTMENT DATES**

Section 30.1 of the LEASE, "Rental Adjustment Dates", shall be amended with the following:

The rental adjustment dates will be:

August 1, 2004

August 1, 2005

August 1, 2006

August 1, 2007

August 1, 2008

#### **Article 7: INTERIOR DESIGN & MODIFICATION**

Section 34.1 of the LEASE, "Interior Design & Modification", and Section 40.1 of the LEASE, "LESSOR Agreed Tenant Improvements", shall be amended with the following:

See Exhibit "D-1," "D-2," and "D-3" Floor Plan and Exhibit "E-1" Interior Space Work Agreement, incorporated herein by reference.

The LESSOR shall provide the Tenant Improvements as described in Exhibits "D-1", "D-2", "D-3", and "E-1" at the LESSOR'S sole expense. The LESSOR shall be responsible for coordinating the tenant improvements after receiving prior written notice from LESSEE no later than twelve (12) months after the Commencement Date. If written notice is not received by December 31, 2004, this Article 7 will become null and void and of no further cause or effect. The LESSEE'S contact person for scheduling tenant improvements is the FPM. If LESSOR arrives to perform tenant improvements on a mutually agreed date and LESSEE is unable to proceed at such time, the LESSOR shall have the option to reschedule at least thirty (30) days out and charge LESSEE a \$150.00 rescheduling fee.

If any provisions contained in this Exhibit "E-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE, the provisions contained in this Exhibit "E-1" Interior Space Work Agreement shall control.

Exhibit "G" Wheelchair Access G1/G2



## **Article 8: JANITORIAL SPECIFICATIONS**

The LEASE shall be amended by the addition of the following as Subsection 5.1(b):  
Janitorial specifications are attached as Exhibit "H."

## **Article 9: ICE SNOW AND DEBRIS REMOVAL**

The Lease shall be amended by the addition of the following as 5.1(c) :

LESSOR will be responsible for the removal of ice, snow or other debris from the areas identified in the attached Exhibit "I" as the debris removal area. In addition, LESSOR shall be responsible for the removal of ice, and snow from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B" in the same manner as described above, except LESSEE shall reimburse LESSOR for the reasonable costs incurred. LESSOR shall be responsible for the regular maintenance, including the removal of debris from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B."

LESSOR will maintain a first response automatic deployment contract with a snow and ice control company through the LEASE term.

## **Article 10: EXPIRATION OF OFFER**

This offer to extend LESSEE'S LEASE shall expire at the sole option of the LESSOR if this Second Amendment to Lease is not signed by the LESSEE and delivered to the LESSOR with no changes and accompanied by appropriate pre-paid monies by May 14, 2004.

The signing of this Second Amendment to Lease by the parties hereto constitutes a Lease between them incorporating all of the terms and conditions contained in the original LEASE heretofore made between LESSEE and LESSOR, or LESSOR'S predecessor in interest, except as modified by the terms of this Second Amendment to Lease. If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the original LEASE, the provisions in this Second Amendment to Lease shall control. This Second Amendment to Lease is to be attached to the original LEASE, which is to be deemed a part of it. This Second Amendment to Lease shall not be binding at the sole option of the LESSOR if, as of the commencement date of the Extension Term herein, the LESSEE is in default under any of the provisions of the original LEASE above described.

## **Article 11: CONFIDENTIALITY OF BUSINESS INFORMATION**

LESSOR and LESSEE acknowledge that LESSEE'S permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. LESSOR and LESSEE, for themselves, their agents, employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. LESSOR and LESSEE acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the LEASE, for which the non-violating party may terminate the LEASE and for which additional remedies may also be available.

## **Article 12: WAIVER OF SUBROGATION**

Neither LESSOR nor LESSEE shall be liable to the other for any loss arising out of damage to or destruction of the Leased Premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage. All such claims against one another for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of its respective agents, servants, or employees. Each party shall fully provide its own property damage insurance protection at its own expense, and each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, the insurance carriers involved shall not be entitled to subrogation under any circumstance.

## **Article 13: TENANT IMPROVEMENTS**

The attached Exhibit "E-1" provides specifications and plans for various improvements to the Premises. Notwithstanding Section 39.1 LESSOR shall be responsible for the costs of the identified repairs and renovations detailed in Exhibit "E-1", unless otherwise provided therein.

## **Article 14: ATTACHMENTS INCLUDED**

This Second Amendment to Lease shall include all of the following attachments hereby incorporated by this reference:

Exhibit "B-4" Tabor Square On-Site South Parking Lot  
Exhibit "D-1" First Floor Plan  
Exhibit "D-2" Second Floor Plan  
Exhibit "D-3" Lower Level Floor Plan  
Exhibit "E-1" Interior Space Work Agreement  
Exhibit "G-1" Wheel Chair Lift  
Exhibit "G-2" Wheel Chair Lift  
Exhibit "H" Janitorial Specifications  
Exhibit "I" Ice and Snow Removal

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day, the month, and the year herein below written, any corporation signature being by authority of its Board of Directors.

**LESSOR:**

**AMERICAN PROPERTY MANAGEMENT CORP.**

as agent for and on behalf of  
WESTON INVESTMENT CO., L.L.C.

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

Douglas D. Lindholm  
Vice President of Commercial Property

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

5.19.04

**LESSEE:**

**Multnomah County Oregon,**

a political subdivision of the State of Oregon

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

Diane M. Linn  
County Chair

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

5.13.04

**COPY**

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

Matthew O. Ryan,  
Assistant County Attorney

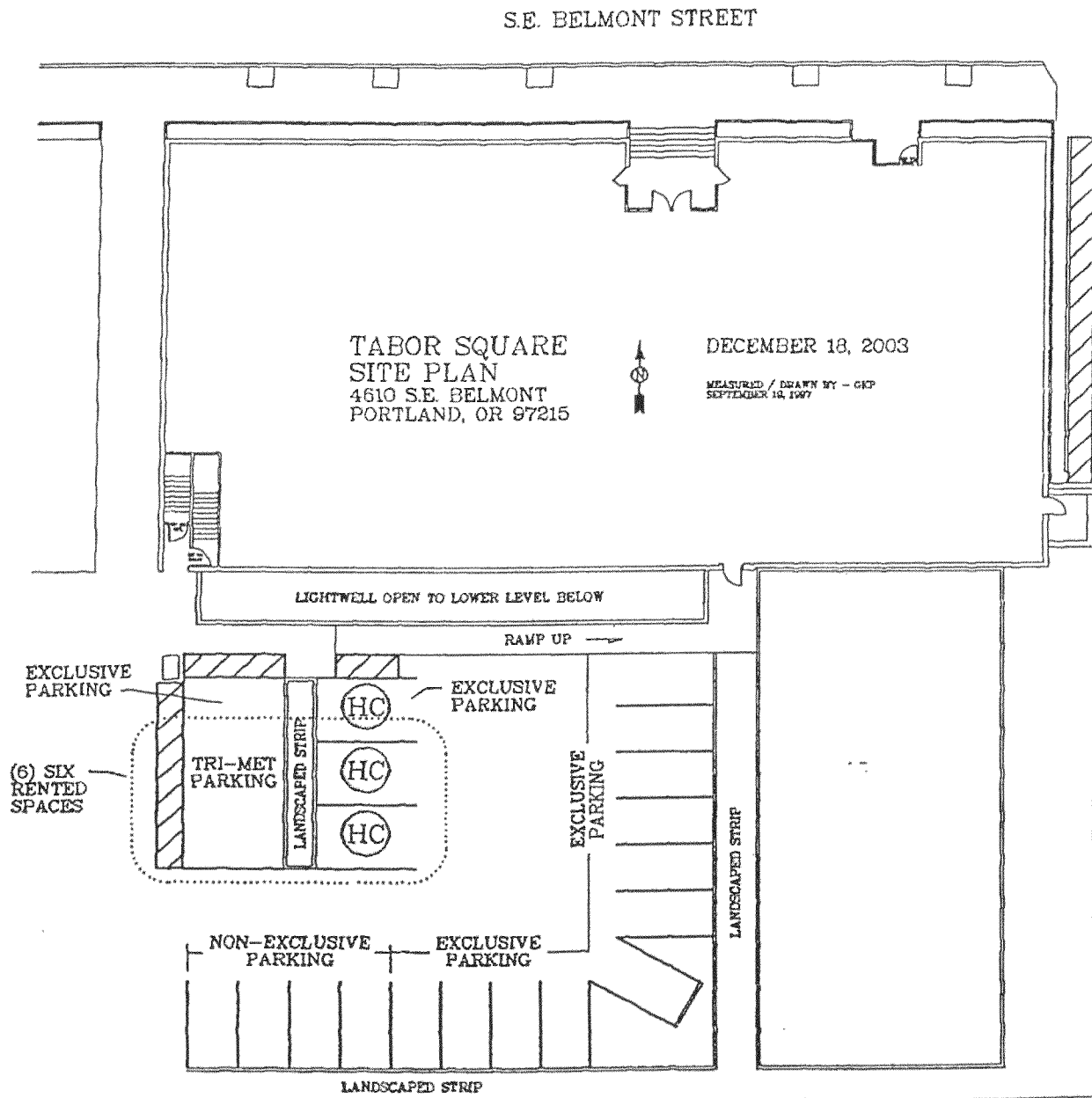
APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # 2.15 DATE 05.13.04

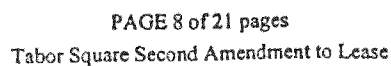
DEBORAH L. BOGSTAD, BOARD CLERK

# EXHIBIT "B-4" TABOR SQUARE ON-SITE SOUTH LOT

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

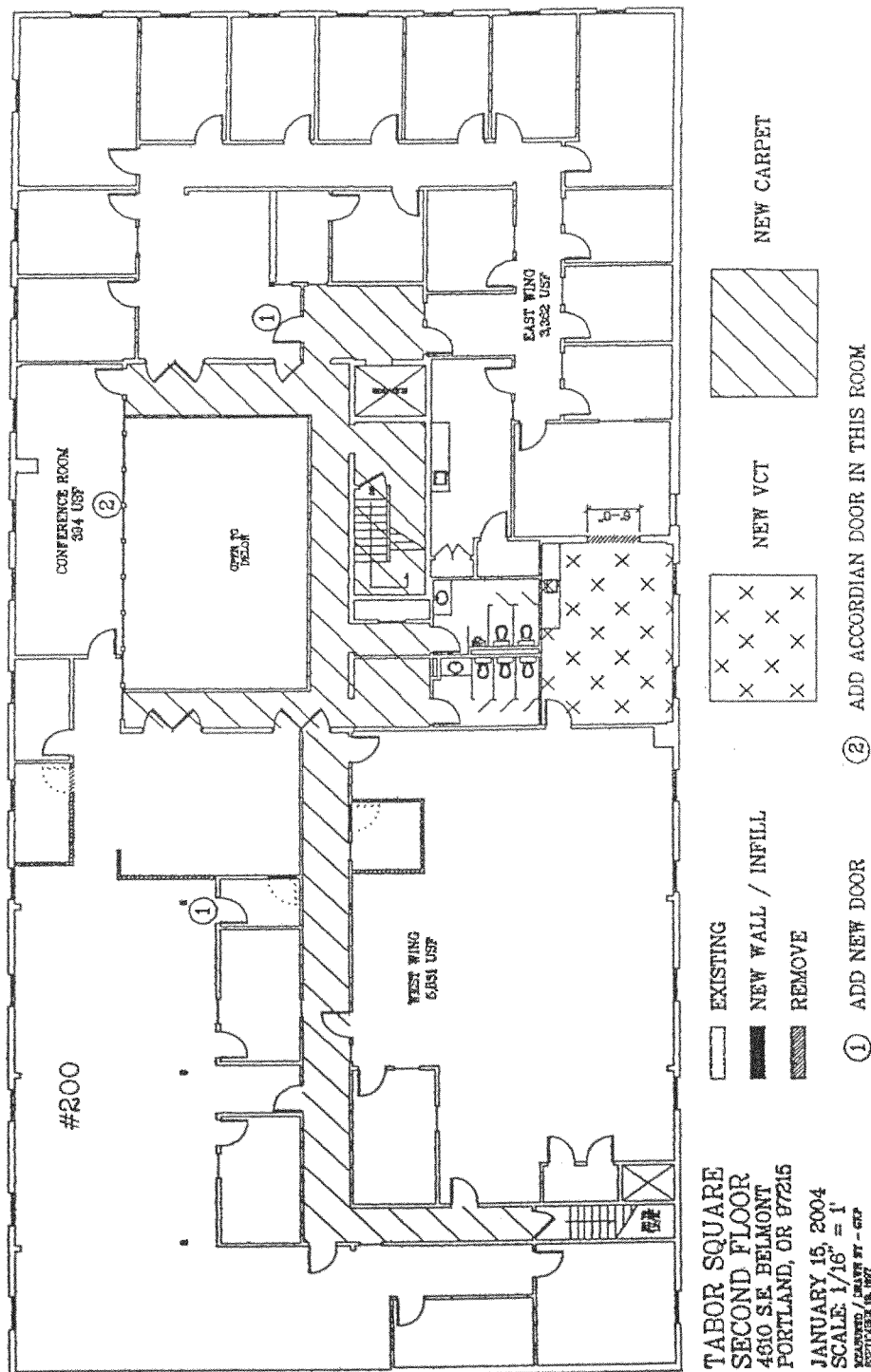


Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



# EXHIBIT "D-2" SECOND FLOOR PLAN

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

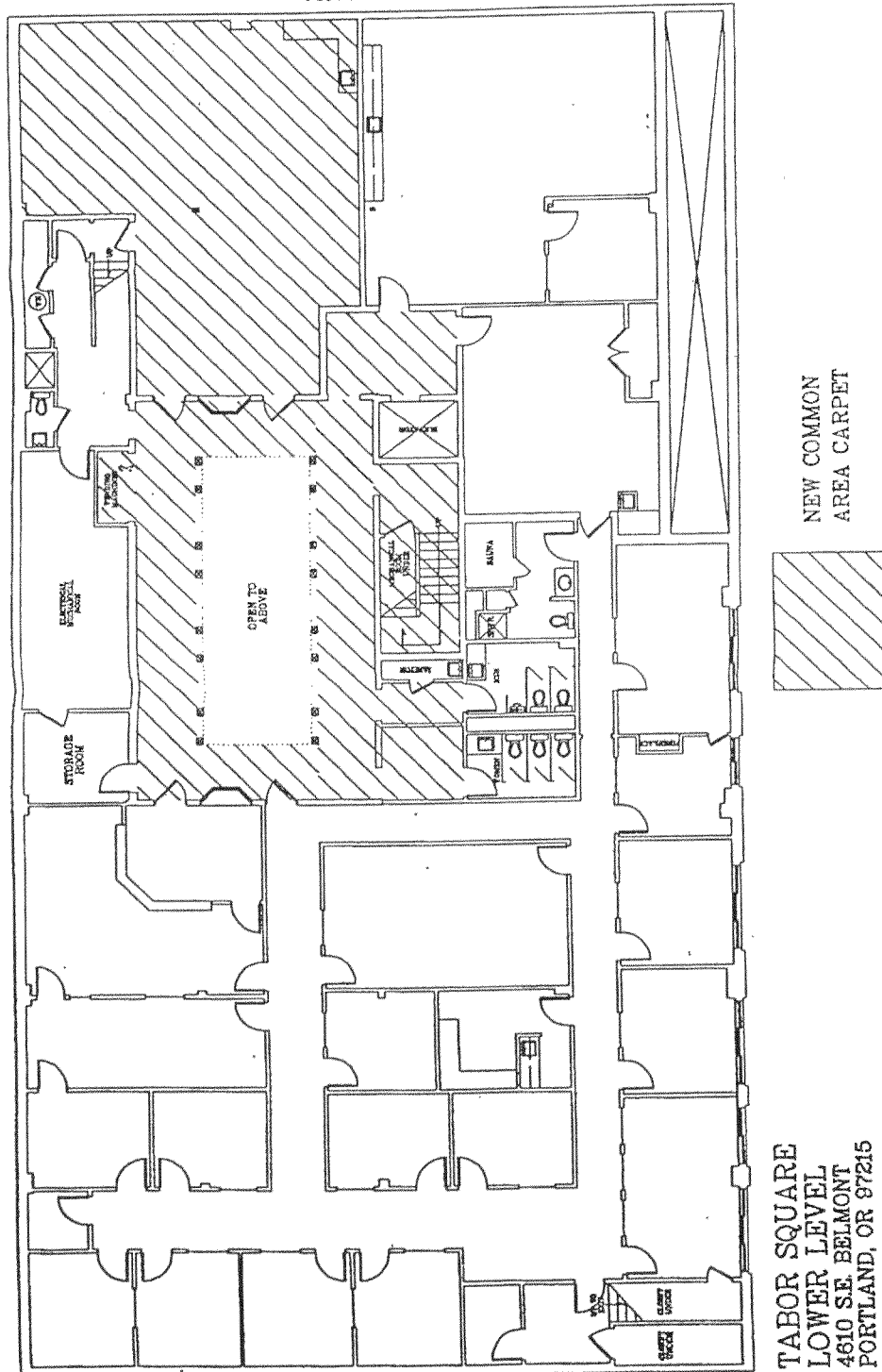


Any changes to this Exhibit "D-2" Floor Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

## EXHIBIT "D-3" LOWER LEVEL FLOOR PLAN

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



Any changes to this Exhibit "D-3" Space Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

# EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

## FLOORCOVERING: X

All existing carpet in the areas identified in Exhibits "D-1," "D-2," and "D-3." will be replaced with a carpet upgrade from the normal building standard as per the specifications agreed between the parties.. " It is agreed the areas to receive new carpet include the stairways that are currently carpeted, and the large lower level meeting room in the northeast corner, and the two rooms adjacent to the front entry, and the second floor west hall to west fire exit. The hallway from the rear entrance to the central stairway will receive a more durable walk off carpet. The lower level floor tiles will remain as is. See Exhibits "D-1," "D-2," and "D-3." The carpet replacement work will be scheduled immediately after a renewal agreement is fully executed. Carpet shall be loop-pile, building standard, commercial grade, direct glue-down with no pad. LESSOR will provide carpet samples LESSEE: has chosen the following: Carpet: "Picket Fence" and Cove Base: "Royal Purple"

All heavy traffic carpet not replaced shall be shampooed. The LESSOR will shampoo the heavy traffic portions of the carpet in the Building every 24 months upon request by the LESSEE. .

LESSOR will repair the "lumpy" floors within the areas where the carpet is replaced prior to laying the new carpet. The lumpy floor identified in other areas will remain as is except 1) In the southwest wing of the second floor where the existing carpet will be lifted in one area along an internal circulation path between furniture partitions. 2) The second floor and lower level meeting and conference rooms in specific lumpy areas identified by LESSEE.

## RESTROOMS: X

LESSOR warrants that the first level restrooms, referenced in Exhibit "D-1," are in compliance with all applicable local, State, and Federal compliance requirements and regulations including the American With Disabilities Act (ADA). The restrooms will be renovated to include:

1. Install new vinyl flooring. Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"
2. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4630-60 "Cloud Nebula"
3. Install new metal toilet partitions.
4. Repaint existing walls to match existing color. See "New Paint".
5. Install grab bars.

Provided the second floor restrooms, referenced in Exhibit "D-2", are not necessary to be accessible as public restrooms, LESSOR shall remove one toilet fixture in each restroom in order to provide an ADA sized stall and renovate to include items 1-6 below. Otherwise, LESSOR shall bring the second floor restrooms, referenced in Exhibit "D-2," in compliance with all applicable local, State, and Federal compliance requirements and regulations including the ADA, with the understanding that each restroom will have one less toilet. The restrooms will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. See "New Paint".
4. Remaining toilet fixtures to remain.
5. Install grab bars.



## EXHIBIT "E-I" INTERIOR SPACE WORK AGREEMENT (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### RESTROOMS, continued: X

6. The floor will be repaired where partitions are removed. Floor and wall tiles will be replaced as necessary. These restrooms are currently marked "staff only."

The lower level restrooms, referenced in Exhibit "D-3," will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. : See "New Paint".
4. Floor tile to remain.
5. Existing toilet fixtures to remain.

The third "extra" restroom on the lower level, referenced in Exhibit "D-3", shall be identified as a unisex restroom and renovated to include:

1. Grab bars will be provided in order to accommodate wheelchair visitors.
2. Repaint the existing walls to match existing color. See "New Paint".
3. The sauna and shower will remain. No other improvements will be made.

### FRONT ENTRANCE: X

LESSOR shall reconfigure the easterly Building entrance off Belmont Street to provide a disabled lift/elevator access to the Building's first floor in compliance with all applicable local, State, Federal requirements including ADA for that type of disabled access. The entrance/access will shall be built to standard sufficient to accommodate a wheelchair or a scooter consistent with the plans and specifications set forth in Exhibits "G-1" and "G-2." LESSOR will work with LESSEE to relocate existing interior walls and doors to accommodate new access hallway and access to existing offices.

The LESSOR will provide an allowance of \$100 towards LESSEE'S installation of a card key access for this new entrance renovation.

### HALL LIGHTING: X

LESSOR will remove the existing thirty-one (31) hall "wall" light fixtures and replace them with wall sconces with a low profile and round curves that are in compliance with City of Portland Building Code. LESSOR shall provide LESSEE an opportunity to review and comment on the proposed replacement light fixtures.

## EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### REMODEL BREAKROOM - SUITE #200:

X

LESSOR will repaint throughout as provided herein. If the wall between the Breakroom and the room to the east is not a load bearing wall and there is no mechanical system (e.g. plumbing, ventilation, etc) in the wall, the wall shall be removed. If the wall is not removed LESSOR shall create a 6 foot-wide walk-through opening in the wall with a sheetrock painted finish. LESSOR will install new vinyl floor in the Breakroom.

Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

### LOAVES & FISHES:

X

LESSOR shall install building standard 12" x 12" VCT tile in the Loaves and Fishes area including the kitchen and eating area, see Exhibit "D-1". Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

### NEW PAINT:

X

LESSOR will paint all existing painted walls and ceilings (except the atrium ceiling) to match the existing colors. The wallpaper in the rear building entrance hall will be removed and the wall will be painted.

Wall color: Match the existing colors.

LESSOR will paint all interior wood trim and all metal trim currently painted, (including railings, doors, and windows) a new color. LESSOR will use water based latex paint. Painting will be performed during business hours. The color of the trim shall be selected by LESSEE from LESSOR provided paint selection.

Trim color selected by LESSEE: Rodda Paint #8273 "Grand Bay"

### FIRST FLOOR GLASS MEETING ROOM:

X

LESSOR shall install a new interior door to the room adjacent to the main Belmont Building entry in compliance with all applicable Building Code requirements; If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change. The existing exterior door will remain and will be locked off. The LESSOR shall replace the existing electric wall heater. LESSOR shall cover with suitable material the exposed plumbing in the room before painting.

## EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 4 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### SECOND FLOOR MEETING ROOM:

X

LESSOR shall install a low noise coefficient accordion door to a specification and in a location mutually agreed to.

### PARTITIONS, DOORS AND FRAMES:

X

- Second floor, Office #200: LESSOR shall remove non-bearing walls as described in Exhibit "D-2" Floor Plan. In addition, LESSOR shall add one door and remove two doors where described in Exhibit "D-2" Floor Plan.
- Second floor, Elevator Lobby: LESSOR shall add one door to elevator lobby where indicated in Exhibit "D-2" Floor Plan in compliance with all applicable Building Code requirements, If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change.

### MISCELLANEOUS

RELIGHTS: X None

### LOCKS/HARDWARE:

X

Provide lock set on new ADA entry door and interior doors

X

Provide \$100 allowance for new ADA entry door card key access

X

### WINDOW

COVERINGS: X None

TELEPHONE: X None

### TENANT IMPROVEMENTS SCHEDULE:

LESSOR shall start Tenant Improvements upon the execution of this LEASE Amendment, which shall be upon the signatures of the parties. The LESSOR and LESSEE will coordinate the Tenant Improvement Schedule in advance to accommodate the LESSEE'S activities. Except for the new building ADA entrance on Belmont Street as discussed herein, all other LESSOR tenant improvement work described in this Exhibit "E-1" will be completed by August 15, 2004. The new Belmont Street entrance will be completed no later than September 15, 2004.

Note: LESSEE acknowledges that LESSOR will be performing the above described work during normal business hours. LESSEE agrees to move all furniture and equipment at least three (3) feet away from work areas.

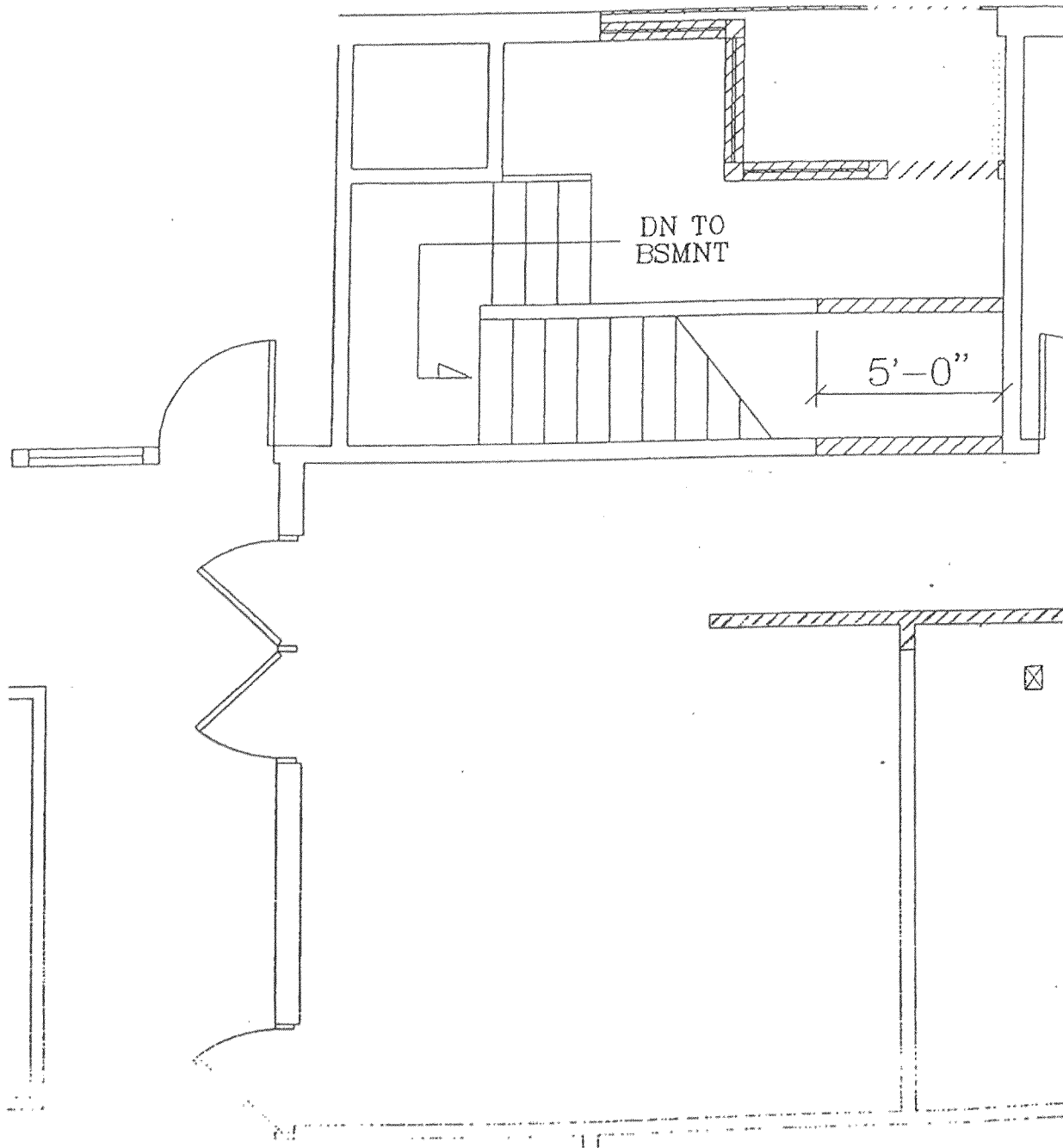
If LESSEE is modifying their existing space layout, or expanding their leased premises, it is understood and agreed that all LESSOR Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE (ie: Exhibit "D-1," "D-2" or "D-3" Floor Plan), the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

## EXHIBIT "G-1" WHEEL CHAIR LIFT (page 1 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

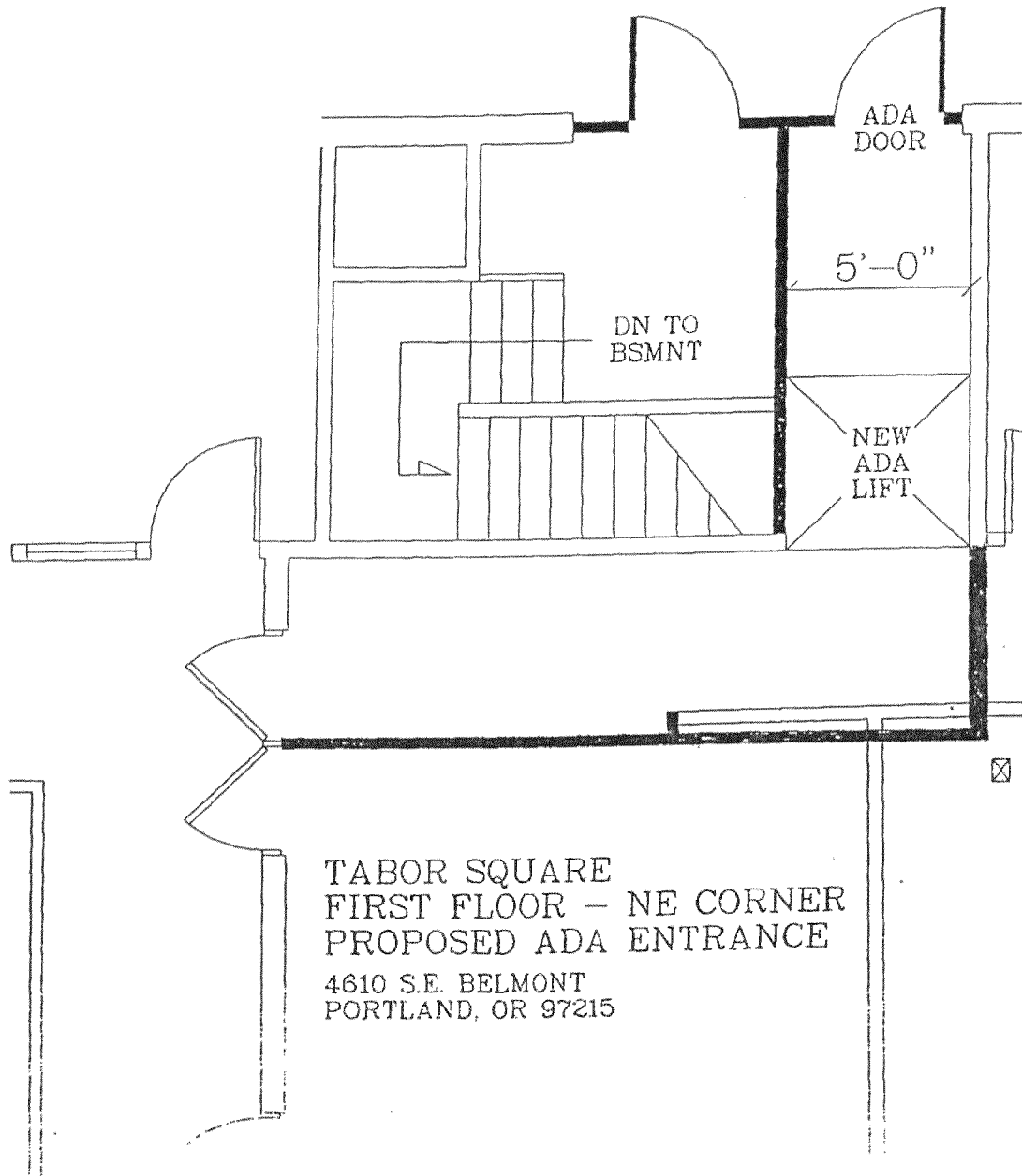
### NEW ADA ACCESS EXISTING CONDITIONS & DEMOLITION PLAN



## EXHIBIT "G-2" WHEEL CHAIR LIFT (page 2 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### NEW ADA ACCESS



## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

Exhibit "H" is for information purposes only and is not negotiable in this LEASE. This information is currently an enforceable agreement between LESSOR and janitorial service provider.

---

Tabor Square Office Building

---

4610 SE Belmont Street

---

Portland, OR 97215

---

CLEANING SPECIFICATIONS

5 Nights per week: Sunday through Thursday

Cleanable Square Footage: 31,630

Supervision: Janitorial Contractor shall maintain and show evidence of adequate Management Supervision.

Paper Product: Customer will provide all product for soap, paper towel, toilet paper dispensers, seat covers, liners, sanitary sacks and toilet blocks.

Contractor: Shall provide all necessary cleaning supplies and equipment.

Term: Three (3) years

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### A. Nightly Services:

- \*Secure all locks as soon as possible each night.
- \*Vacuum all carpeted areas and spot clean as needed.
- \*Sweep and mop all hard surface floors.
- \*Vacuum all carpeted stairways. Spot clean all carpet as needed.
- \*Remove all fingerprints, smudge marks and graffiti on entry glass doors, glass partitions, windows, light switches and walls.
- \*Remove all fingerprints, smudge marks and graffiti on metal surfaces (i.e. doorknobs, push plates, thresholds, etc.)
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Dust all office equipment, desks and conference room tables that are clear of paperwork. Papers and folders on desks are not to be moved and return chairs to proper positions.
- \*Wipe down or vacuum chairs in conference rooms.
- \*Wipe down hand rails on stairways.
- \*Dust all vertical and horizontal surfaces under 72 inches.
- \*Spot clean all chrome bright work including swinging door hardware, kickplates, base, partition tops, planters, elevator call button plates, fire hose cabinets, and elevator chrome clad partitions and doors.
- \*Clean, sanitize and polish drinking fountains.
- \*Polish all service stairwells and all interior public corridor planters.
- \*Janitorial staff will use only the lights that are needed for each area that is being cleaned. They will check all doors, and turn off all lights before leaving the facility.
- \*Alarm systems will be disarmed and armed according to the policy of American Property Management.
- \*Janitorial service will report all maintenance situations to the client as they are found (light bulbs, leaks, etc.).

### Restrooms:

- \*Sweep and mop all hard surface floors.
- \*Clean and sanitize toilets, sinks, counters, urinals, handles, seats, dispensers, tape, drains and all areas directly surrounding each.
- \*Clean and fill all dispensers.
- \*Spot clean walls, cove base, trim, doors, fixtures, outlets, and partition doors, etc.
- \*Dust top of stalls and vents.
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Clean mirrors.
- \*Machine scrub floors.

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### B. Weekly Services:

- \*Damp wipe all kick plates, baseboards, windowsills, doorway frames and vinyl cove bases.
- \*Dust all low-reach areas including, but not limited to, chair rungs, structural and furniture ledges, base boards, window sills, door louvers, wood paneling, molding and miniblinds top to bottom.
- \*Dust inside of all doorjambs and relights.
- \*Clean and polish all metal door thresholds.
- \*Wipe clean and polish all bright work.
- \*Sweep all service stairwells.
- \*Dust all vinyl cove bases.
- \*Edge vacuum all carpeted areas.
- \*Clean and spray buff all building standard resilient, composition and/or travertine flooring.
- \*Sanitize all telephone receivers.

### C. Monthly Services:

- \*Dust all blinds under 72 inches.
- \*Wipe clean all incandescent cab lamps inside elevator.
- \*Wipe clean all lanterns in common area halls.

## STOREROOMS AND SINK CLOSETS

### A. Nightly Services:

- \*Remove trash from area.
- \*Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and service sink closets.
- \*Maintain an orderly arrangement of all equipment stored in these areas, such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.

### B. Weekly Services:

- \*Sweep and damp mop all storeroom and service sink closet floors. Deodorize and disinfect as required.
- \*Clean and disinfect service sinks.
- \*Sweep storeroom floors.



## **EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 4 of 4)**

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### **EXTERIOR STRUCTURE AND GROUNDS SERVICES SPECIFICATIONS**

#### **A. Nightly Services:**

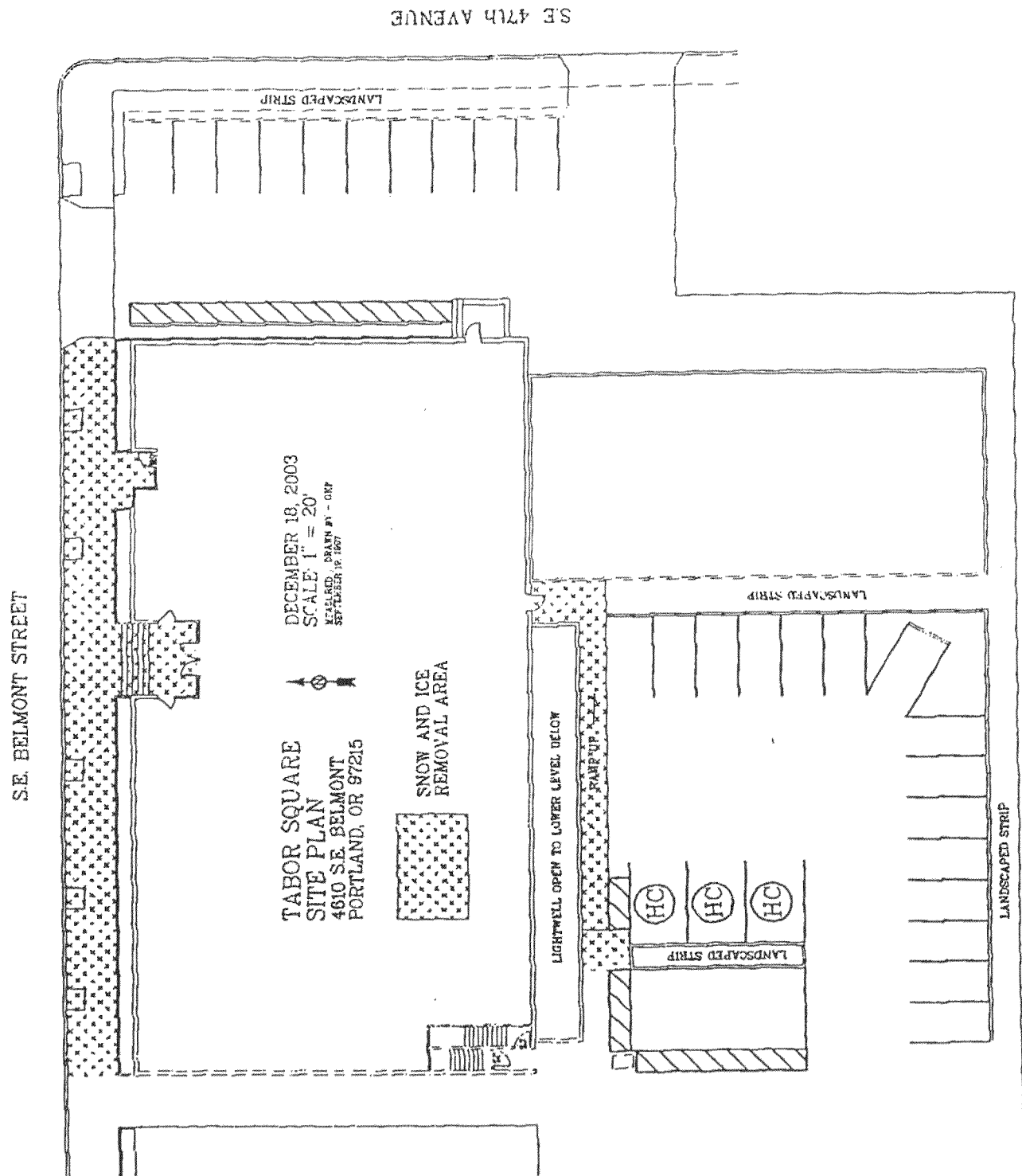
- \*Empty all ashtrays and urns. Clean and sanitize as required.
- \*Service all walk-off mats as required.
- \*Empty all waste receptacles and remove trash to designated areas.
- \*Spot clean all exterior glass at Building Entrances.

#### **B. Weekly Services:**

- \*Sweep outside front and rear entrance of building (weekly or as needed).

# EXHIBIT "I" ICE AND SNOW REMOVAL

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-063**

Approving a Lease of Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215, from American Property Management Corporation, as Agent for Weston Investment Company, LLC, for the Department of County Human Services, Aging and Disability Services

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

- a. Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) has been identified as being necessary for use by the Department of County Human Services for Aging and Disability Services.
- b. The attached lease has been negotiated with the agent for the owner of the property.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

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

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 13th day of May 2004.



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn  
Diane M. Linn, Chair



COPY

2-4

# MULTNOMAH COUNTY OREGON

## REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue  
☒ Expense

☐ Rent Free Agreement  
☐ County Owned

☐ Taxpayer ID (lessor) \_\_\_\_\_  
☐ Renewal of Lease      Amendment of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 6-30-97  
Division Requesting Lease Aging Services Division  
Contact Person Jean Demaster Phone 248-3000

Lessor Name American Property Mgmt.  
Mailing Address P.O. Box 12127  
Portland, OR 97212-0127  
Phone 284-2147  
Lessee name Multnomah County  
Mailing Address 2505 SE 11th Avenue  
Portland, OR 97202  
Phone 248-3322  
Address of 4610 SE Belmont  
Lease Property Portland, Oregon  
Purpose of Lease ASD/SE Senior Center

Effective Date August 1, 1993  
Termination Date December 31, 2003  
Total Amount of Agreement \$ 2,995,308.20  
Payment Terms No change in monthly rental.  
☐ Annual \$ \_\_\_\_\_ ☒ Monthly \$ 23,129.52  
☒ Other \$ 12,962.20

Payable before July 1, 1997 for tenant improvements in excess of building standard.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170		monthly rental		
100	011	1980	HAH			(\$12,962.20)		1759

### REQUIRED SIGNATURES:

Department Head [Signature] Date 7/1/97  
County Counsel [Signature] Date 7/1/97  
Property Management Robert Oberst Date 7-1-97  
County Executive/Sheriff [Signature] Date 7/1/97

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	300374-2										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE



# COPY

## American Property Management

2154 N.E. Broadway • Portland, Oregon 97232-1590  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212-0127  
Phone (503) 284-2147 • FAX (503) 287-1587

Professional Management of:

- Apartments
- Office Buildings
- Commercial Properties
- Industrial Properties
- Shopping Centers
- Mini-Storage

### FIRST AMENDMENT TO LEASE

June 24, 1997

AMERICAN PROPERTY MANAGEMENT Account #C-6688-02

The following First Amendment to the original Lease (LEASE) dated July 8, 1993 between AMERICAN PROPERTY MANAGEMENT CORP. as managing agent and on behalf of WESTON INVESTMENT CO. (LESSOR) and MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon (LESSEE) at 4610 SE Belmont Street, Portland, Oregon 97215.

If any provisions contained in this First Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this First Amendment to Lease shall control, unless otherwise provided in this First Amendment to Lease.

The LEASE shall be amended as follows:

LESSOR, at a cost to LESSEE of \$12,962.20, shall provide tenant improvements as indicated on the Exhibit "B-1" and Exhibit "B-2" Space Plans and Exhibit "C-1" Interior Space Work Agreement. LESSEE shall submit to LESSOR full payment for improvement work with this signed First Amendment to Lease no later than July 1, 1997. Tenant Improvement work shall be completed within thirty (30) days after receipt by LESSEE of signed First Amendment to Lease, payment, and reception area wall lengths/post design.

All other terms and conditions of the LEASE shall apply.

#### LESSOR:

AMERICAN PROPERTY MANAGEMENT CORP.  
As agent for and on behalf of  
WESTON INVESTMENT CO..

#### LESSEE:

MULTNOMAH COUNTY, OREGON  
a political subdivision of the State of Oregon

X Keith R. Vernon  
Keith R. Vernon  
Senior Vice President

X Beverly Stein  
Beverly Stein  
County Chair

Date: 7/2/97

Date: 7/1/97

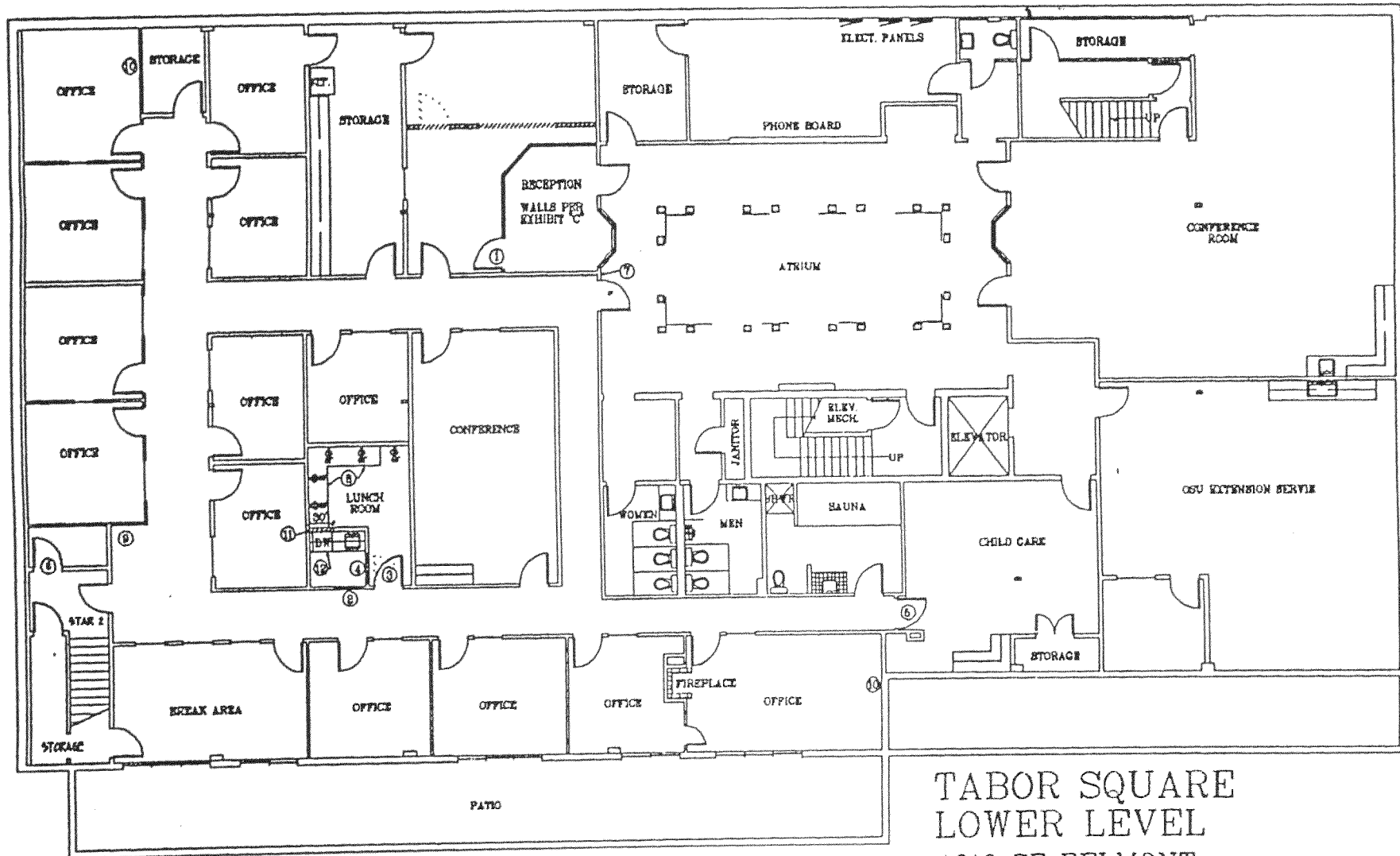
668802.amd(05/23/97)c

REVIEWED

By William O. Ryan  
MULTNOMAH COUNTY COUNCIL

Ask our tenants about us™

**EXHIBIT "B-1" SPACE PLAN**  
**MULTNOMAH COUNTY, OREGON**, a political subdivision of the State of Oregon  
 4610 SE Belmont Street, Suite 10  
 Portland, Oregon 97215  
 Account #C-6688-02



— EXISTING TO REMAIN  
 - - - - - ADD NEW WALL  
 // REMOVE

- ① ADD DOOR
- ② REMOVE DOOR & INFILL
- ③ REVERSE DOOR SWING
- ④ ADD 3070 FRAMED OPENING
- ⑤ ADD DOUBLE-SIDED DEADBOLT LOCK
- ⑥ REMOVE ALL DOOR-LOCKS
- ⑦ REPLACE EXISTING LIGHT SWITCH w/KEY TYPE SWITCH

- ⑧ ADD BASE CABINET & COUNTER-TOP
- ⑨ EXISTING SHELVES TO BE RELOCATED TO ⑩
- ⑩ NEW SITE FOR SHELVES RELOCATED FROM ⑨
- ⑪ ADD PASS-THRU WINDOW OPENING
- ⑫ ADD DISHWASHER
- ⑬ ADD 110V OUTLET @ 42" A.F.F.

**TABOR SQUARE**  
**LOWER LEVEL**  
 4610 SE BELMONT  
 PORTLAND, OR 97215

JUNE 18, 1997  
 SCALE: 1/16" = 1'

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

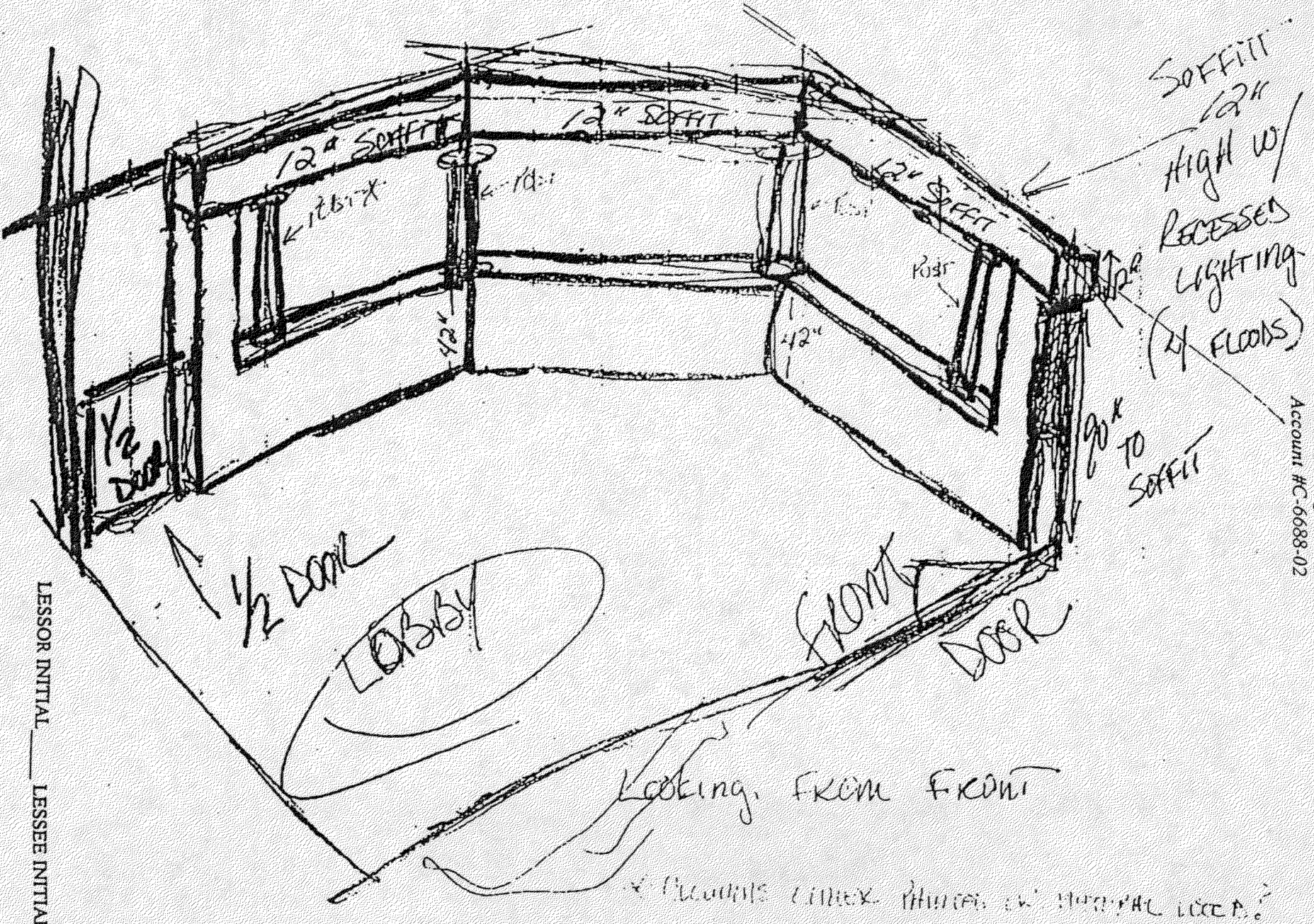
EXHIBIT "B-2" SPACE PLAN

MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon

4610 SE Belmont Street, Suite 10

Portland, Oregon 97215

Account #C-6688-02



Looking FROM FRONT

\* PLUMBING LINE & HITCHES ON WALLS & FLOOR

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

EXHIBIT "B-3" SPACE PLAN

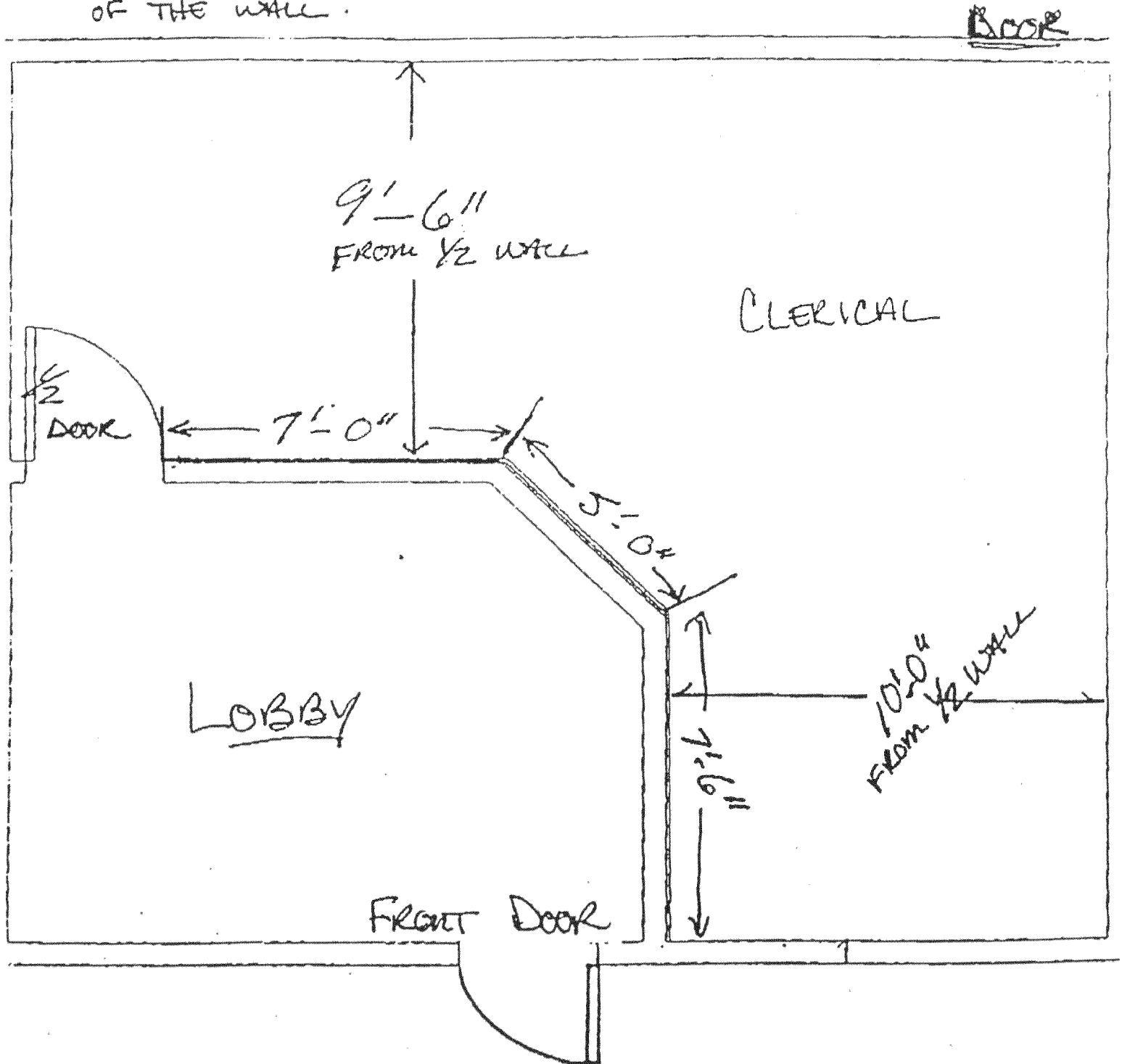
MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon

4610 SE Belmont Street, Suite 10

Portland, Oregon 97215

Account #C-6688-02

MEASUREMENTS (FOR  $\frac{1}{2}$  WALL -  $\frac{1}{2}$ " HIGH -)  
ARE FOR THE CLERICAL SIDE  
OF THE WALL.



LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_



**EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT**  
**LESSEE: MULTNOMAH COUNTY - ADULT CARE HOME PROGRAM**  
**ACCOUNT #: C-6688-02      BUILDING/SUITE #: Tabor Square/Suite 10**

<u>ITEM</u>	<u>ACCEPTED</u> <u>AS-IS</u>	<u>AGREED</u> <u>IMPROVEMENTS</u>	<u>LESSOR</u> <u>EXPENSE</u>	<u>LESSEE</u> <u>EXPENSE</u>
<b>PAINTING:</b> (Building Standard Color)	___	Paint walls throughout. Color to be Weston White. Tape and mud where door removed in kitchen area and new walls in reception area. Wood posts in reception area to have finish matching existing office wood color.	___	___X___
<b>FLOORCOVERING:</b> (Building Standard Carpet Color/Cove Base Color)	___	Install new carpet throughout. Color to be Shaw Wild Dunes II, Wild Flower. Install base in newly carpeted areas. Lessor to control color.	___X___	___
<b>VINYL FLOORCOVERING:</b> (Building Standard Vinyl)	___X___	NONE	___	___
<b>LIGHTING:</b> (Building Standard Fixtures)	___	Install four (+/-) flood lights in reception area soffit.	___	___X___
<b>ELECTRICAL:</b> (Building Standard 110 Volt)	___	Kitchen Area: Provide two (2) duplex electrical outlets per wall section above new counter top and one (1) duplex outlet for refrigerator in proper location. Add electrical for new dishwasher. Reception Area: Provide standard electric service in new walls. Move existing voice/data terminals to new walls. Move control for electric door latch to new walls. • Install key-type light switch on exterior wall.	___	___X___
<b>CEILING:</b> (Building Standard Acoustical Tile)	___	Paint stained ceiling tiles; replace damaged ceiling tiles.	___X___	___
<b>PARTITIONS/ DOOR &amp; FRAMES:</b> (Building Standard Sheetrock/ Building Standard Quality)	___	Kitchen Area: Remove hallway door and fill in with dry wall. Add doorway in existing north/south wall. Reverse swing of existing remaining hallway door. Cut "pass through" into wall behind dishwasher and over counter top. Reception Area: Remove existing remaining wall and door. Add 42" high wall in three(3) attached sections with 12" wide counter top. Counter top to be centered over walls. Lessee to supply exact wall lengths prior to work commencing. Add approximately 42" high "half door" at south edge of rear wall; 12" high soffit with recessed flood lights at ceiling level supported on ends by extensions of base wall and at angles by architectural wood posts; two (2) additional posts	___	___X___

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

**EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT (cont.)**

<b>PARTITIONS/</b>		at south and east ends of base wall; new wall	
<b>DOOR &amp; FRAMES:</b>		approximately per attached drawing. Lessee to	
(Building Standard Sheetrock/ Building Standard Quality)		supply sample of post design prior to work commencing.	
<b>LOCKS/HARDWARE</b>	_____	All interior doors are to be supplied	<u>  X  </u>
(Building Standard Quality)		with passage door knobs only (no locks).	
		Add double sided deadbolt to east hallway	<u>  X  </u>
		door. Lessor to retain all keys to this lock.	
		Install passage type lock in store room door.	
<b>RELIGHTS:</b>	<u>  X  </u>		
(Building Standard Interior)			
<b>WINDOWCOVERING:</b>	<u>  X  </u>		
(Building Standard Exterior)			
<b>TELEPHONE:</b>	_____	Move existing voice/data terminals	<u>  X  </u>
(Building Standard Mud Rings)		to new walls in reception area.	
<b>SHELVES:</b>	_____	Relocate two (2) sections of existing	<u>  X  </u>
		four (4) section shelves in southwest	
		corner of space to one office in northwest	
		corner of space and the other two (2) sections	
		to the southeast corner of space.	
<b>BASE CABINETS:</b>	_____	Kitchen Area: Add building standard	<u>  X  </u>
		base cabinets and counter top to	
		north and west walls.	
<b>DISHWASHER:</b>	_____	Install dishwasher in kitchen area.	<u>  X  </u>
		<b>TOTAL LESSEE EXPENSE:</b>	<b>\$12,962.20</b>

If LESSEE is modifying the existing space layout, or expanding their Premises, it is understood and agreed that all Lessor Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

If any provisions contained in this Exhibit "C-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (i.e.: Exhibit "B-1", "B-2", or "B-3" Space Plan), the provisions contained in this Exhibit "C" Interior Space Work Agreement shall control.

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_



# COPY

## MULTNOMAH COUNTY OREGON

### REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue  
☒ Expense

☐ Rent Free Agreement  
☐ County Owned

☒ Taxpayer ID (lessor) 93-0787569  
☐ Renewal of Lease

Property Management Bob Oberst Phone 248-3851 Date 7-15-93  
Contact Person

Division Requesting Lease Aging Services  
Contact Person Jim McConnell Phone 248-3441

Lessor Name American Property Management Corp  
Mailing Address P.O. Box 12127  
Portland, Or. 97212-0127  
Phone 284-2147  
Lessee name Multnomah County  
Mailing Address 2505 S.E. 11th Avenue  
Portland, Or. 97202  
Phone 248-3322

Address of 4610 S.E. Belmont St.  
Lease Property Portland, Or.  
Purpose of Lease Aging Services Southeast  
and Senior Center

Effective Date August 1, 1993  
Termination Date December 31, 2003  
Total Amount of Agreement \$2,982,346. maximum

#### Payment Terms

☐ Annual \$ \_\_\_\_\_  
☒ Monthly \$ 21,291.00  
plus annual CPI adjustments.

Four month phase-in to full rental payments.  
Call Bob Oberst for schedule.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	010	1905		6170				1727
		1940	AS01					

#### REQUIRED SIGNATURES:

Department Head [Signature] Date 7/27/93  
County Counsel [Signature] Date 7-15-93  
Property Management [Signature] Date 7-26-93  
County Executive/Sheriff [Signature]

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	300374								<b>COPY</b>		

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE



**American Property Management**  
**Commercial Division**

2154 N.E. Broadway • Portland, Oregon 97212  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone(503)284-2147 • FAX(503)287-1587

**OFFICE LEASE COPY**

*This lease, made and entered into at Portland, Oregon*

*this July 8, 1993*

*by and between*

**AMERICAN PROPERTY MANAGEMENT CORP., as LESSOR, and**

**MULTNOMAH COUNTY, OREGON,**  
*a political subdivision of the State of Oregon, as LESSEE.*

**AMERICAN PROPERTY MANAGEMENT CORP. Account #C-6688-01**

*LESSOR hereby leases to LESSEE the following:*

**4610 S.E. Belmont St., Portland, Oregon 97215 (the premises) consisting of 26,894 rentable square feet**

*(as measured from the center of the tenant demising walls)*

*This measurement includes a load factor for the building of 0%*

*in the Tabor Square Office Building*

*(the Building) at 4610 S.E. Belmont St, Portland, Oregon 97215*

*for a term commencing August 1, 1993 \**

*and continuing through December 31, 2003;*

*at a Base Rental of \$21,291.00 \* (U.S.) per month*

*payable in advance on the first day of each month at*

**2154 N.E. Broadway, Suite #200, Portland, Oregon 97232-1561**

*commencing August 1, 1993 \**

*\* See Section 37.1 for phased in occupancy dates and rent payment schedules.*

LESSOR INITIAL   C   LESSEE INITIAL   RJO  

**COPY**

LESSOR and LESSEE covenant and agree as follows:

## 1.1 DELIVERY OF POSSESSION

Should LESSOR be unable to deliver possession of the Premises on the date fixed for the commencement date of the term, commencement will be deferred and LESSEE shall owe no rent until receiving notice from LESSOR tendering possession to LESSEE. If possession is not so tendered within 45 days following commencement of the term, then LESSEE may elect to cancel this lease by providing written notice to LESSOR within 10 days following expiration of the 45 day period. LESSOR shall have no liability to LESSEE for delay in delivering possession, nor shall such delay extend the term of this lease in any manner. See Section 37.1 for phased in occupancy dates.

## 2.1 RENT PAYMENT

LESSEE shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset except as otherwise herein provided. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that LESSEE occupies the Premises based on a thirty (30) day month/365 day year. Rent not paid when due shall bear interest at the rate of one-and-one-half percent (1 1/2%) per month until paid in full. LESSOR may at its option impose a late charge of .05 for each \$1 of rent or \$50.00, whichever is greater, for rent payments made more than 10 days after its due date in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

## 3.1 LEASE CONSIDERATION

No Lease Consideration Deposit required.

## 4.1 USE

LESSEE shall use the Premises for office and public service use only with no retail sales or manufacturing and for no other purpose without LESSOR'S consent. In connection with its use, LESSEE shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of the other tenants of the Building. LESSEE shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. LESSEE shall not conduct any activities that will increase LESSOR'S insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building. See Section 38.1 for restricted uses by LESSEE.

## 4.2 EQUIPMENT

LESSEE shall install in the Premises only such ~~office~~ equipment as is customary for general office and public service use and shall not overload the weight capacity of the floors or the capacity of the electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. LESSOR must approve, in advance, the location and manner of installing any electrical heat generating or communication equipment or exceptionally heavy articles. Any additional conditioning required because of heat generating equipment or special lighting installed by the LESSOR shall be installed at LESSEE'S expense.

LESSOR INITIAL   V  

LESSEE INITIAL   RJC

### 4.3 SIGNS

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without LESSOR'S reasonable written approval as to design, size, location and color. All signs installed by LESSEE shall comply with LESSOR'S standards for signs and all applicable codes and ordinances and all signs and sign hardware shall be removed upon termination of this LEASE with the sign location restored to its former state unless LESSOR elects to retain all or any portion thereof.

### 5.1 UTILITIES AND SERVICES

except the senior center area of approximately 5,000 square feet which shall be 70 to 75 degree fahrenheit,

LESSOR shall furnish heat, electricity, elevator service, and air conditioning during the normal Buildings hours of 7:00 A.M. to 6:00 P.M., Monday through Friday, except holidays and 7:00 A.M. to 2:00 P.M. Saturdays, except holidays. The acceptable temperature range for the Premises is between 67 degrees to 75 degrees fahrenheit, as measured from the thermostat level which is approximately sixty inches (60") above the floor, unless there are extreme weather conditions which create an unusually hot or cold condition. The building ventilation system shall provide a minimum fresh air circulation of 20 cubic feet per minute per occupant. Janitorial service and supplies will be provided on a five day per week basis in accordance with the regular schedule of the Building, which schedule and service may change from time to time and such janitorial service will be that performed for a standard Class "B" office building. LESSEE shall comply with all government laws and regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of LESSEE'S use and possession of the Premises, render LESSOR liable to LESSEE for damages, or relieve LESSEE from performance of LESSEE'S obligations under this LEASE, but LESSOR shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Any extermination required as a result of LESSEE serving food on the premises will be at LESSEE'S sole cost and expense.

### 5.2 EXTRA USAGE

If LESSEE uses excessive amounts of LESSOR provided utilities and/or services of any kind because of operation during normal Building hours and/or outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting or any other cause, LESSOR may impose a reasonable charge for supplying such extra utilities and/or services, which charge shall be payable monthly by LESSEE in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, LESSOR shall designate a qualified independent engineer whose decision shall be conclusive on both parties. LESSOR and LESSEE shall each pay one-half of the cost of such determination.

and Lessee

### 6.1 MAINTENANCE AND REPAIRS

made in a reasonable time and manner

LESSOR shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by LESSEE and LESSOR fails to commence efforts to remedy the problem in a reasonable time and manner. LESSOR shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and LESSOR shall have no liability for interference with LESSEE'S use because of repairs and installations, nor shall LESSOR be required to provide LESSEE with advance written notice of LESSOR'S access to the Premises.

LESSOR INITIAL



LESSEE INITIAL



LESSEE shall have no claim against LESSOR for any interruption or reduction of services or interference with LESSEE'S occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of LESSEE. Repair of damage caused by negligent or intentional acts or breach of this lease by LESSEE, its employees, or invitees shall be at LESSEE'S expense.

## 6.2 ALTERATIONS

LESSEE shall not make any alterations, additions, or improvements to the Premises, change the color or character of the interior, or install any wall or floor covering without LESSOR'S prior written consent and such consent not to be unreasonably withheld. Any such additions, alterations, or improvements, except for removable machinery and unattached moveable trade fixtures shall at once become part of the realty and belong to LESSOR. LESSOR may at its option require that LESSEE remove any alterations and restore the Premises to the original condition upon termination of this LEASE. LESSOR shall have the right to approve the contractor used by LESSEE for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by LESSEE in the Premises. LESSEE agrees that any building or fixture modifications within the LESSEE'S leased space that is required to accommodate the LESSEE, employees or invitees of the LESSEE, as required by the Americans with Disabilities Act (ADA), will be at the expense of the LESSEE, except such modifications described in Section 40.1 hereof to be provided by LESSOR. See Section 39.1 regarding the American with Disabilities Act (ADA).

## 7.1 INDEMNITY

LESSEE shall not allow any liens to attach to the Building or LESSEE'S interest in the Premises as a result of its activities. LESSEE shall indemnify and defend LESSOR from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by LESSEE, its agents, or invitees or resulting from LESSEE'S failure to comply with any term or condition of this LEASE. LESSOR shall have no liability to LESSEE because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties.

## 7.2 INSURANCE

LESSEE is self insured for liability and will provide a letter to LESSOR stating that fact and that Multnomah County will provide no less than \$1,000,000.00 coverage to the LESSORS, AMERICAN PROPERTY MANAGEMENT and WESTON INVESTMENT COMPANY.

## 7.3 INDEMNITY - OREGON TORT CLAIMS ACT

Any covenant herein by LESSEE to indemnify, defend or hold harmless the LESSOR shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

## 8.1 FIRE OR CASUALTY

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent (25%) of pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, LESSOR may elect to terminate this LEASE by notice in writing to LESSEE within 30 days after such date. If this LEASE is not terminated following Major

LESSOR INITIAL   *W*   LESSEE INITIAL   *RJO*

Damage, LESSOR shall promptly restore the Premises to the condition existing just prior to the damage. LESSEE shall promptly restore all damage to tenant improvements or alterations installed by LESSEE or pay the cost of such restoration to LESSOR if LESSOR elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by LESSOR is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by LESSEE.

## 8.2 WAIVER OF SUBROGATION

LESSEE shall be responsible for insuring its personal property and trade fixtures located on the Premises. Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage caused by fire, water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

## 9.1 EMINENT DOMAIN

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for LESSEE'S use, then either party may elect to terminate this LEASE effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in the area of the Premises caused by the taking. All condemnation proceeds shall belong to LESSOR, and LESSEE shall have no claim against LESSOR or the condemnation award because of the taking.

## 10.1 ASSIGNMENT AND SUBLETTING

This LEASE shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that LESSEE shall not assign its interest under this LEASE or sublet all or any portion of the Premises without first obtaining LESSOR'S consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of LESSEE. No assignment or subletting shall relieve LESSEE of its obligation to pay rent or perform other obligations required by this LEASE, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. LESSOR shall not unreasonably withhold its consent to any assignment, or to subletting.

## 11.1 DEFAULT

Any of the following shall constitute a default by LESSEE under this LEASE:

(a) LESSEE'S failure to pay rent or any other charge under this LEASE within 10 days after it is due, or failure to comply with any other term or condition within 10 days following written notice from LESSOR specifying the noncompliance. If such noncompliance cannot be cured within this 10 day period, the provision shall be satisfied if LESSEE commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence in the performance of this LEASE.

(b) LESSEE'S insolvency, business failure, or assignment for the benefit of its creditors. LESSEE'S commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to

LESSOR INITIAL   C   LESSEE INITIAL   RJC



obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for LESSEE'S properties.

(c) Assignment or subletting by LESSEE in violation of Paragraph 10.1.

(d) Vacation or abandonment of the Premises without the written consent of LESSOR.

## 11.2 REMEDIES FOR DEFAULT

In case of default as described in Paragraph 11.1, LESSOR shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) LESSOR may terminate the LEASE and retake possession of the Premises. Following such retaking of possession, efforts by LESSOR to relet the Premises shall be sufficient if LESSOR follows its usual procedure for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If LESSOR has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to LESSOR'S claim to damages or loss of rental from LESSEE.

(b) LESSOR may recover all damages caused by LESSEE'S default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this LEASE, the unamortized cost of any tenant improvements installed by LESSOR to meet LESSEE'S special requirements and the cost of any clean up, refurbishing, lock changes and removal of the LESSEE'S property and fixtures. LESSOR may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. LESSOR may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this LEASE and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rates on judgments.

(c) LESSOR may make any payment or perform any obligation which LESSEE has failed to perform, in which case LESSOR shall be entitled to recover from LESSEE upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent (1 1/2%) per month. Any such payment or performance by LESSOR shall not waive LESSEE'S default.

## 12.1 SURRENDER

On expiration or early termination of this LEASE, LESSEE shall deliver all keys to LESSOR to avoid a minimum lock change charge of \$45.00 per lock and surrender the Premises broom clean and in the same condition as at the commencement date of the term subject only to reasonable wear from ordinary use. LESSEE shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property and LESSOR may dispose of it in any manner without liability and LESSEE shall pay a reasonable charge for such removal and disposal. If LESSEE fails to vacate the Premises when required, including failure to remove all its personal property, LESSOR may elect either: (1) to treat LESSEE as a tenant from month to month, subject to all the provisions of this LEASE except that rent shall be one-and-one-half (1 1/2) times the total rent being charged when the lease term expired; or (2) to eject LESSEE from the Premises and recover damages caused by wrongful holdover. During the period of sixty (60) days prior to the termination date of this LEASE, the

LESSOR INITIAL RL LESSEE INITIAL RMC

LESSOR may post on said premises or in the windows thereof signs of appropriate size notifying the public that the premises are "For Lease."

### 13.1 REGULATIONS

In the event that LESSEE is no longer the sole tenant of the building, LESSOR shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this LEASE for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this LEASE.

### 14.1 ACCESS

LESSOR shall have the right to enter upon the Premises at any time by passkey or otherwise to determine LESSEE'S compliance with this LEASE, to perform necessary repairs to the Building or the Premises, examine the condition of the Leased Space, to show the Premises to any prospective tenant or purchasers or for any other lawful purpose. Except in the case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by LESSEE.

### 14.2 FURNITURE AND BULKY ARTICLES

Use of the elevator to move items of 1,000 pounds or greater shall require LESSOR'S approval.

### 15.1 NOTICES

Notices between the parties relating to this LEASE shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this LEASE or to such other address as either party may specify by written notice to the other. Notice to LESSEE may always be delivered to the Premises. Rent shall be payable to LESSOR at the LESSOR'S address and in the same manner, but shall be considered paid only when received.

### 16.1 SUBORDINATION

however, a copy of any such notice shall be simultaneously sent to Lessee at its address stated in this Lease.

This LEASE shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At LESSOR'S option this LEASE shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and LESSEE shall execute such documents as may reasonably be requested by LESSOR or the holder of the encumbrance to evidence this subordination.

### 16.2 TRANSFER OF BUILDING

If the Building is sold or otherwise transferred by LESSOR or any successor, LESSEE shall attorn to the purchaser or transferee and recognize it as the LESSOR under this LEASE, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

LESSOR INITIAL Co LESSEE INITIAL RJC

### 16.3 ESTOPPELS

Either party will within 20 days after written notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this LEASE has been modified and is in full force and effect; whether there are any modifications or alleged breaches by any other party; the dates to which rent has been paid in advance, and the amount of any security deposit, LEASE CONSIDERATION, or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any Encumbrance, or any ground, LESSOR, LESSEE will agree to give such holder or LESSOR notice of and an opportunity to cure any default by LESSOR under this LEASE.

### 17.1 ATTORNEYS FEES

*In any litigation arising out of this LEASE, the prevailing party shall be entitled to recover, in addition to costs and disbursements, attorneys' fees at trial and on any appeal.*

### 18.1 QUIET ENJOYMENT

LESSOR warrants that so long as LESSEE complies with all terms of this LEASE, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by LESSOR. LESSOR shall have no liability to LESSEE for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building., except such loss or damage which results from negligence of the Lessor,

### 19.1 COMPLETE AGREEMENT

the direct

*This LEASE and the attached Exhibits and Schedules constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither LESSOR nor LESSEE is relying on any representations other than those expressly set forth herein.*

## 20x1x CHAIR MATS

~~XXXXXXXXXXXXXXXXXXXX~~  
desk rolling chairs within the leased space and will be responsible for XXXXX which could have been avoided by the use of chair mats.

### 21.1 PARKING

LESSEE shall have the exclusive use of all parking spaces located on the on-site parking lot and on the off-site satellite parking lot located at S.E. 43rd and Belmont Street in Portland, Oregon, as shown in Exhibit B attached hereto.

LESSOR INITIAL

LESSOR INITIAL   e   LESSEE INITIAL   RJC

## 22.1 COMMON AREA

N/A Deleted in its  
Entirety

~~Where the Building has a common entrance or meeting room, the LESSEE may use these facilities at no cost on a first come, first serve basis by contacting the LESSOR and reserving the room in advance. Abusing the privilege of the rooms may result in the loss of said use.~~

## 23.1 NOTICE OF NON-RENEWAL

N/A Deleted in its  
Entirety

~~The LESSEE shall give the LESSOR written notice of LESSEE'S intent regarding the expiration of the LEASE not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this LEASE. In the event the LESSEE fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional six (6) month term. The same notice requirement shall apply to the new expiration date of the LEASE. In the event that LESSEE again fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional one (1) year term. It is agreed that the extension shall not be considered a holdover and that the LESSEE'S rent would be adjusted as per the LEASE. In the event there is no provision for adjustment, the LEASE shall be adjusted by the Consumer Price Index (CPI) for all U.S. Cities average for the previous 12 month period or the established marketed building rental rate for a one (1) year lease term, whichever is greater. An equal amount shall be paid to bring the LEASE CONSIDERATION up to an equal amount of the current months rent.~~

## 24.1 NOTICE TO OWNERS, BUYERS, AND TENANTS REGARDING HAZARDOUS WASTES OR SUBSTANCES UNDERGROUND STORAGE TANKS

Comprehensive Federal and State laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Superfund Act", provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, owners, buyers and tenants are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as all other aspects of the proposed transaction. If hazardous wastes or substances have been, or are going to be used, stored, handled or disposed of on the property, or if the property has or may have underground storage tanks, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protections are necessary or desirable. It may also be important to obtain expert assistance for site investigations as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

Although AMERICAN PROPERTY MANAGEMENT CORP. will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground

LESSOR INITIAL   L   LESSEE INITIAL   RJC

storage tanks on the property, AMERICAN PROPERTY MANAGEMENT CORP. has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document signed by AMERICAN PROPERTY MANAGEMENT CORP. AMERICAN PROPERTY MANAGEMENT CORP. makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to petroleum base products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is therefore meant to apply to any transaction involving any type of real property, whether improved or unimproved. Lessee shall have no liability or responsibility for removal of any hazardous wastes, or substances brought or placed upon the premises leased by another person, provided that the person is not a sub lessee of the named LESSEE of this Lease.

LESSOR INITIAL

LESSEE INITIAL

## 25.1 MODIFICATION

This LEASE may not be modified except by endorsement in writing attached to this LEASE, dated and signed by all the parties hereto, and neither party shall be bound by any oral or written statement of any servant, agent, or employee modifying this LEASE.

## 26.1 PARTIES AFFECTED

The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this LEASE permit, assigns of the parties hereto, and the words "LESSOR" and "LESSEE" and their accompanying verbs or pronouns, wherever used in this LEASE, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

## 27.1 SECURITY

LESSEE and not LESSOR, is responsible for security of the Leased Space. Any breach in security of the Leased Space, common areas, common access doors, and/or elevators shall not constitute an eviction of the LESSEE or relieve LESSEE from any of LESSEE'S obligations under this LEASE.

## 28.1 RIGHT TO RELOCATE

N/A Deleted in its Entirety

~~LESSOR hereby reserves the right at any time during the term hereof to change the location of the LEASED Premises in the building or other acceptable property as may be required. In the event LESSOR elects to exercise the foregoing option it shall advise LESSEE by sixty (60) days prior written notice of its intention and LESSEE hereby agrees to be bound by such election and, further, to execute upon receipt from LESSOR, whatever amendments or other instruments may be required to correctly reflect the foregoing changes and/or alterations. LESSOR shall relocate LESSEE at LESSOR'S sole expense. LESSEE shall be relocated to a premise of like land and quality.~~

LESSOR INITIAL

LESSEE INITIAL

## 29.1 RENTAL ADJUSTMENT

The rental will be adjusted on the annual anniversary date of the LEASE if the LEASE is for a term of one (1) year or longer. On said anniversary date the rental adjustment will be the lowest of the following two (2) factors:

(A) A five percent (5%) increase over the yearly rental rate paid the current year term now expiring.

(B) The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), which as of May 1993 was 144.2 and the same Cost Price Index as of May, 1994, and on the same month of each year of the LEASE term. Such information will be secured from the U.S. Bureau of Labor Statistics.

## 30.1 RENTAL ADJUSTMENT DATES

August 1, 1994, August 1, 1995, August 1, 1996,  
August 1, 1997, August 1, 1998, August 1, 1999,  
August 1, 2000, August 1, 2001, August 1, 2002,  
August 1, 2003

## 31.1 SMOKING - ENTIRE NON-SMOKING BUILDING

The building in which the LEASED space is located has been designated as an entire NON-SMOKING building. This includes all areas of the building, both common areas as well as individual tenant spaces. Thus, smoking in the LEASED area is not permitted. Because of the fact that some tenants' leases were in existence prior to the adoption of the entire building non-smoking policy, these tenants have the right, if they choose, to smoke in their LEASED space only, but do have a LEASE obligation to provide smokeless ashtrays and/or an air purification system that will filter air within the space to the extent that it is economically feasible. LEASES for all new tenants moving into the building will incorporate the entire non-smoking building policy and will prohibit these new tenants under their LEASE from smoking in all areas of the building.

## 32.1 WAIVER

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant otherwise.

## 33.1 PERSONAL GUARANTY

See Exhibit "A"

  X   None Required

LESSOR INITIAL   C   LESSEE INITIAL   RMC

### 34.1 INTERIOR DESIGN & MODIFICATION

See Section 40.1

### 35.1 PROPERTY TAX EXEMPTION

Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the LESSEE by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate; this rental offset shall be divided by the number of lease months remaining from November through the next following month of June and applying the reduction to the rent payments due in each of the said lease months.

### 36.1 CANCELLATION OF AGREEMENT BY LESSEE

It is understood and agreed that LESSEE may cancel this agreement effective as of any June 30 during the term of this agreement commencing July 30, 1995 by giving LESSOR not less than one hundred twenty (120) days prior written notice of such cancellation, in the event that the program funding to maintain the Aging Services Division Southeast Branch is not provided by the Multnomah County Board of Commissioners. The provisions of this Paragraph 36.1 will not be used for the purpose of leasing alternative space where services would be provided at the same level as in the premises.

In the event that LESSEE cancels this agreement as provided in this Paragraph 36.1, LESSEE shall pay to LESSOR upon the effective date of such cancellation, or as soon as determined, the following:

- (a) an amount equal to the cost of tenant improvements paid by LESSOR for improvement of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus
- (b) an amount equal to the real estate agents' commissions paid by LESSOR in connection with leasing of the premises being vacated by LESSEE, multiplied by the percentage of lease term remaining at the effective date of cancellation, which commissions were based upon 6.75% of base rental for the first five years of the term and 3.75% of base rental for the second five years of the term; plus
- (c) an amount equal to two months' base rental of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus
- (d) reasonable industry charged/reletting commission costs incurred by LESSOR for reletting the premises being vacated by LESSEE for the period of the term of this agreement remaining at the effective date of cancellation.

LESSOR INITIAL           

LESSEE INITIAL           

If LESSOR, upon cancellation of this agreement by LESSEE as provided in the Paragraph 36.1, exercises LESSOR'S option to have any of the LESSEE'S subleases of the premises assigned to LESSOR in accordance with Paragraphs 10.1 and 43.1 of this agreement, or if any of LESSEE'S sublessees are allowed by agreement with LESSOR to remain in the premises after such cancellation,

LESSOR INITIAL            LESSEE INITIAL

the effective date of cancellation with regard to such sublessee's portion of the premises shall be the date of expiration of such sublease or the end of the period such sublessee is allowed to remain in the premises after cancellation by LESSEE.

### 37.1 PHASED IN OCCUPANCY DATES/RENT PAYMENT SCHEDULE

LESSEE agrees to take occupancy and commence with monthly rental payments under the following schedule:

<u>MINIMUM FOOTAGE TO BE OCCUPIED</u>	<u>POSSESSION DATE</u>	<u>RENT COMMENCEMENT DATE</u>	<u>MONTHLY PAYMENT AMOUNT</u>
9,400	08/01/93	10/01/93	\$ 7,441.60
2,800	09/01/93	11/01/93	\$ 2,216.66
2,000	10/01/93	12/01/93	\$ 1,583.33
<u>12,694</u>	<u>11/01/93</u>	<u>01/01/94</u>	<u>\$10,049.41</u>
<b>TOTALS:</b>	<b>26,894</b>		<b>\$21,291.00</b>

Effective January 1, 1994 LESSEE shall pay total combined monthly rent of \$21,291.00 for the 26,894 total square feet leased. The \$21,291.00 total combined monthly rent payment shall be used as the base amount which shall be adjusted annually pursuant to Sections 29.1 and 30.1 of this Lease Agreement. It is agreed that the gross square footage of the building is 31,630 square feet.

### 38.1 RESTRICTED USES BY LESSEE

LESSEE shall be restricted from the following uses on the lease premises:

- LESSOR INITIAL Q (A) No on-site food preparation, except- limited food preparation in connection with  
 LESSEE INITIAL A (B) No drug treatment services Lessee's allowed uses under Section 4.1, not for  
 (C) No alcohol treatment services restaurant or general distribution purposes. No  
 commercial kitchen hood or fire system to be installed for permitted  
 39.1 AMERICAN WITH DISABILITIES ACT (ADA) cooking purposes, except  
 activities described in the letter dated July 30, 1993,  
 attached as exhibit 1.

Any further modifications required in addition to the ADA improvements provided by LESSOR as part of the initial tenant improvements agreed to between LESSEE and LESSOR shall be installed by LESSEE at LESSEE'S sole cost and expense.

### 40.1 TENANT IMPROVEMENTS

Because LESSEE shall occupy the leased premises in phases as indicated in Section 37.1 of this Lease Agreement, LESSEE shall provide to LESSOR all mutually agreed upon floor plans for LESSEE or for LESSEE'S sub-tenant no later than 45 days prior to the agreed occupancy dates. LESSOR will provide building standard interior space improvements including building standard sheet rocked walls, building standard floor covering, building standard lighting, building standard electrical, building standard doors/frames/hardware, building standard re-lights, building standard window covering and building standard telephone mud rings. Attached and made a part hereto of this Lease Agreement are the Exhibit "A" Building Diagrams, which show each floor of the entire building as they exist at the time of the execution of this Lease Agreement and prior to any agreed tenant improvements. All interior building lobbies as shown on Exhibit "A" are to remain unchanged.

LESSOR INITIAL Q LESSEE INITIAL RJC 13



*LESSOR will not provide and/or install any plumbing or kitchen type improvements or any special electrical, computer, communications or surveillance wiring of any type.*

*Any improvements above the building standard or building standard improvements requested after the agreed occupancy date will be at LESSEE'S sole cost and expense and LESSOR will not be obligated to perform any above standard tenant improvements if LESSOR desires not to do so, and if LESSOR agrees to provide said non-standard building improvements the LESSEE and LESSOR are to agree in writing as to the costs.*

#### **41.1 SUBLEASE RIGHTS**

*LESSEE is allowed the right to sublease in accordance with Sections 10.1 and 36.1 of this Lease Agreement. In the event that LESSEE elects to sublease space, LESSEE agrees that the sublease tenants shall be under the direct control of the LESSEE and sublease tenants shall have no correspondence with LESSOR nor shall LESSOR have any responsibility to enforce or respond to any provisions of this Lease Agreement with regard to the sublease tenants.*

#### **42.1 VENDING MACHINES**

*Any vending machines that are placed in the common areas of the building will be at the sole expense, discretion and control of the LESSOR.*

#### **43.1 OPTION TO RENEW**

*Provided that LESSEE has not defaulted with regard to any of the terms and conditions of this Lease Agreement, LESSEE shall have the option to renew this lease for two (2) consecutive terms of five (5) years each under the same terms and conditions of the expiring lease with the exception of the monthly rental which shall be adjusted at the beginning of each five (5) year term to the then prevailing market rental rate for similar office space located in the close proximity of the Tabor Square Office Building and subject to an annual CPI adjustments not to exceed five percent (5%).*

LESSOR INITIAL   C   LESSEE INITIAL   RJD

In construing of this LEASE, it is understood that the LESSOR or the LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.

LESSOR:  
AMERICAN PROPERTY MANAGEMENT CORP.

(Federal Tax ID# 93-0787569\*)

\*Lessee need not supply Lessor a Federal 1099 Form

Address for Notices:

P.O. Box 12127  
Portland, Oregon 97212-0127  
2154 N.E. Broadway, #200  
Portland, Oregon 97232-1561

By: [Signature]  
Name: Steven L. Blank  
Title: Senior Vice President  
of Operations

DATE: 7/30/93

LESSEE:  
MULTNOMAH COUNTY

REVIEWED

By: [Signature]  
MULTNOMAH COUNTY COUNCIL

Address for Notices:

2505 S.E. 11th Avenue  
Portland, Oregon 97202

By: [Signature]  
Name: \_\_\_\_\_  
Title: County Chair

DATE: \_\_\_\_\_

**COPY**

NOTARY:

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this 30 day of July, 1993, by the above-named Henry Higgins  
to be his/her voluntary act and deed.

[Signature]  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

C:\WP51\LEASES\MULTCOUN.LSE

LESSOR INITIAL [Signature] LESSEE INITIAL [Signature]



# MULTNOMAH COUNTY OREGON

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

July 30, 1993

Mr. Peter C. Brown  
American Property Management  
2154 N.E. Broadway  
Portland, Oregon 97212

Subject: Lease of Tabor Square Property at 4610 SE Belmont

Dear Mr. Brown:

A substantial amount of discussion during our negotiation of the lease of the Tabor Square property to Multnomah County has involved Section 38.1 of the proposed lease and the nature of the on-site food preparation and kitchen facilities allowable under the restrictions of Section 38.1.

We believe that the language of Section 38.1 contained in the present lease proposal is consistent with the intended on-site food preparation activities and kitchen facilities of the County and its probable sublessees.

The general nature of the intended activities is outlined below for the information of American Property Management in order that these will be understood by both parties to the lease to be allowable within the language of the lease.

It is anticipated that a kitchen facility will be constructed in the premises in connection with the planned senior center for the purpose of preparation of a limited number of meals, which will be served at the site a maximum of two to three times per week. On other days, meals prepared at an outside location would be brought to the kitchen to be warmed and served at the site.

The kitchen would not be designed for the capacity of commercial food service operations, such as restaurants or other institutions

for sale or distribution of meals to the general public, and would not be used for such commercial food service operations. The kitchen at the premises would have ventilation capacity and fire safety systems as required for safe operation for the purposes stated in the last paragraph above.

Very truly yours,



Robert Oberst  
Property Manager

CC: Jim McConnell  
Bob Coltrane

**ADDITIONAL LANGUAGE REQUIRED BY LESSOR:**

LESSOR makes no representation as to the space being able to be used as a kitchen. All necessary alterations, permits and approvals with regard to the use of this area shall be performed by LESSEE at LESSEE'S expense.

LESSOR INITIAL



LESSEE INITIAL

\_\_\_\_\_

LEASE ADDENDUM NO. 1

This is a an addendum to the lease dated July 8, 1993,  
between American Property Management Corp., as Lessor, and  
Multnomah County, as Lessee, for lease of real property at 4610  
S.E. Belmont, Portland, Oregon.

The following is added to and made a part of the lease:

Option to Purchase

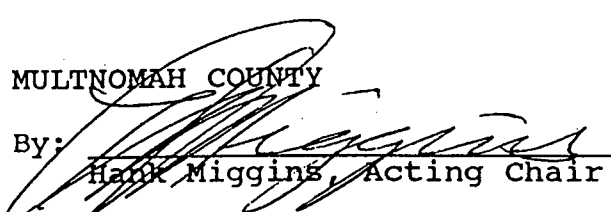
During the lease term or any extension thereof, Lessor shall  
not offer the leased premises for sale without first  
notifying Lessee of Lessor's intention to sell. Lessee  
shall have 10 days after receipt of Lessor's notice of  
intention to sell in which to give notice to Lessor by  
certified mail of Lessee's intention to purchase the  
property on terms to be negotiated by the parties. If  
Lessee fails to give notice to Lessor of Lessee's intention  
to purchase within 10 days, Lessor may sell the property  
free of any obligations under this paragraph.

AMERICAN PROPERTY MANAGEMENT CORP.

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

Date: 7/30/93

MULTNOMAH COUNTY

By:  \_\_\_\_\_  
Hank Miggins, Acting Chair

Date: 7-30-93

REVIEWED:

Laurence Kressel  
County Counsel

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



## MULTNOMAH COUNTY OREGON

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

July 29, 1993

Mr. Steven Blank, Sr. V.P.  
American Property Management  
2154 N.E. Broadway  
Portland, Oregon 97212

Dear Mr. Blank:

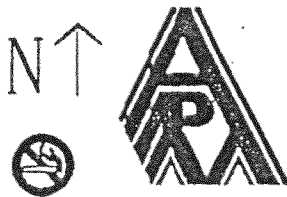
Upon final execution of documents leasing the Tabor Square property to Multnomah County, the County will immediately proceed to requisition a check in the amount of \$7,441.60 payable to American Property Management. Said check shall be applied toward the first month's rental which is October 1993.

Very truly yours,

Robert Oberst  
Property Manager

CC: Jim McConnell

Tabor Square  
4610 S.E. Belmont  
Portland, Oregon



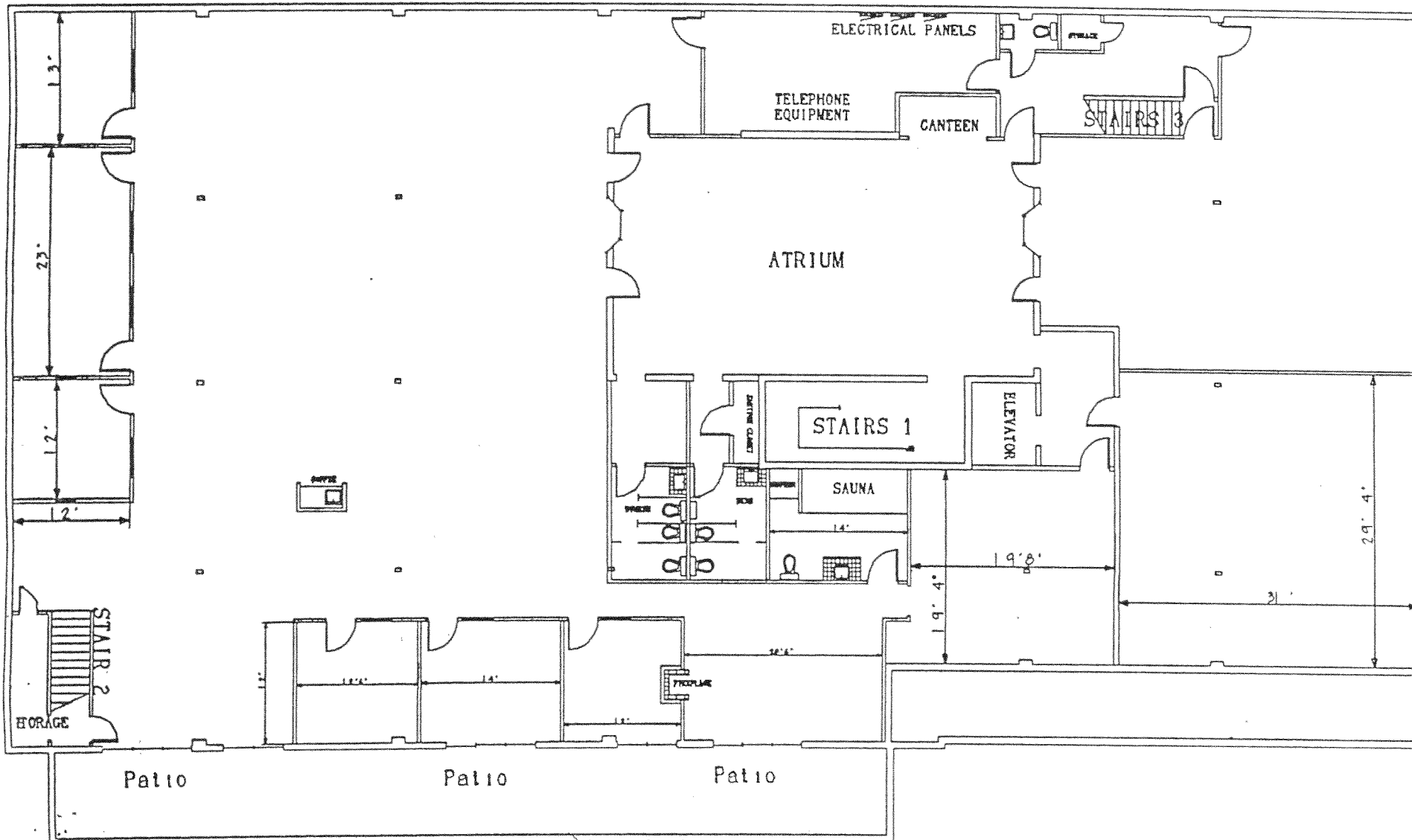
# American Property Management

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1567

Lower Level  
10,040 S.F. (Inside)  
- 1,100 S.F. Atrium  
- 480 S.F. Stairs  

---

8,460 S.F. Available



LESSOR INITIAL

LESSEE INITIAL



2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1587

Floor plan of the second floor of a building. The plan shows a large central atrium labeled "ATRIUM". To the left of the atrium is a large open area. To the right of the atrium is a corridor with several rooms. At the top of the plan, there is a staircase labeled "STAIRS 3 TO LOWER LEVEL ONLY" with dimensions 12' and 15'. Below this staircase is a room labeled "STAIRS 1" with dimensions 12' and 13'6". To the right of "STAIRS 1" is a room labeled "ELEVATOR". At the bottom left, there is a staircase labeled "STAIRS" with dimensions 12' and 13'6". The plan also shows various doors, windows, and structural elements.

**SECRET**



Tabor Square  
4610 S.E. Belmont  
Portland, Oregon



## American Property Management

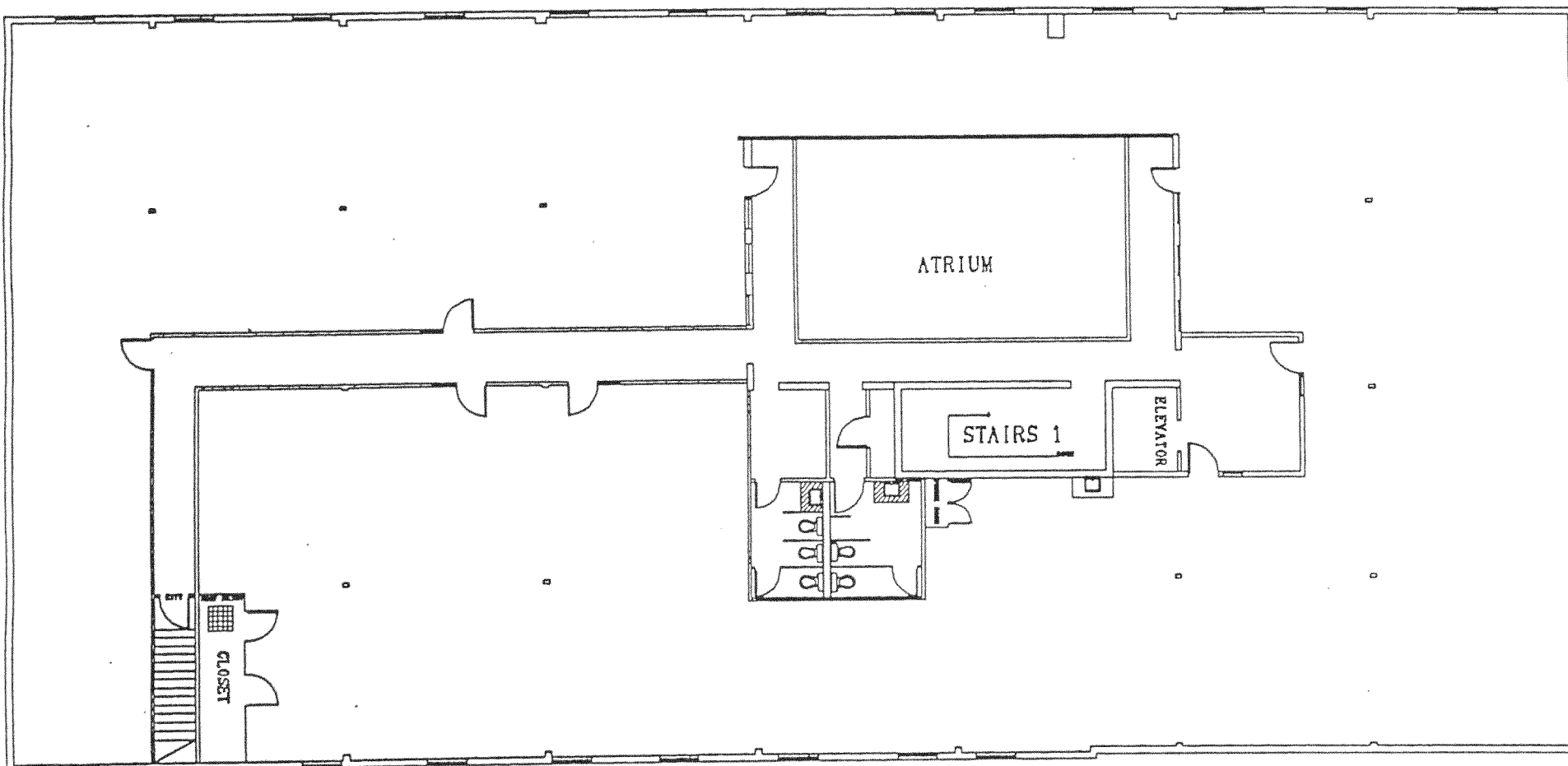
2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1587

Second Floor Area  
11,437 S.F. (Inside)  
- 1,100 S.F. Atrium  
- 386 S.F. Stairs  

---

9,951 S.F. Available

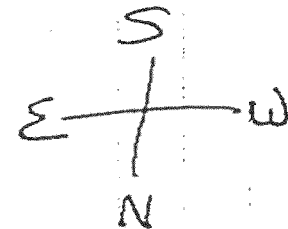
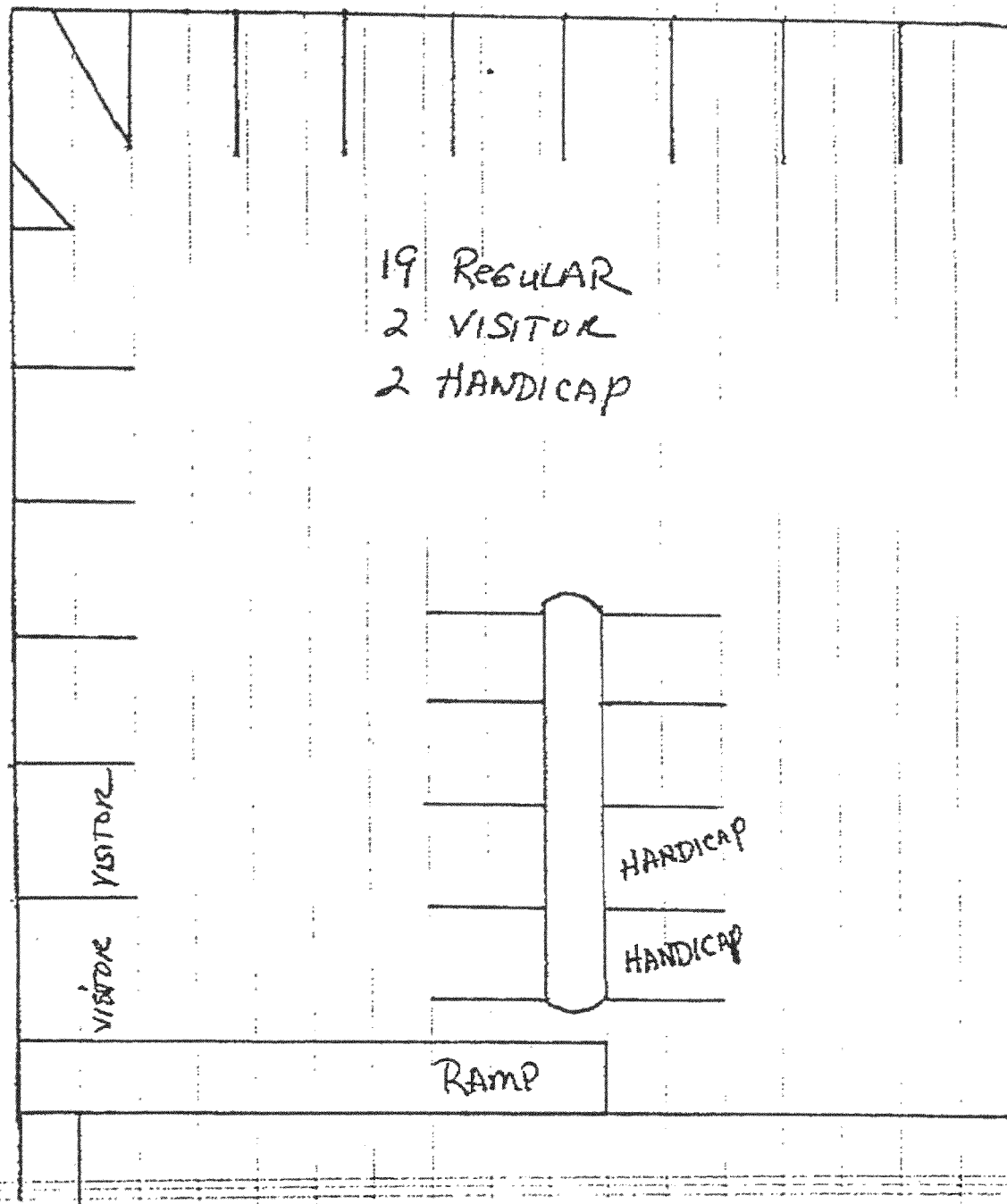
EXHIBIT "A" Page 3 of 3  
ACCOUNT #C-6688-01  
MULTNOMAH COUNTY, OREGON



LESSOR INITIAL

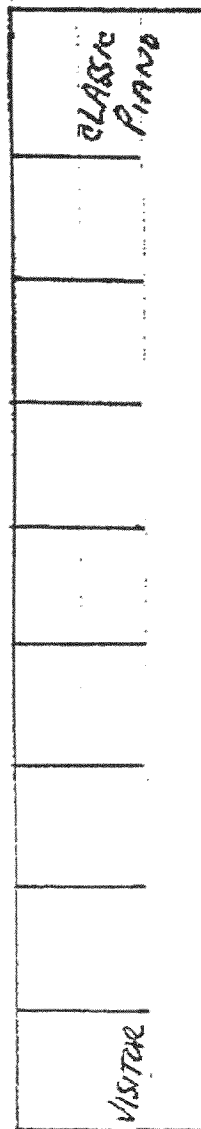
LESSEE INITIAL

EXHIBIT B



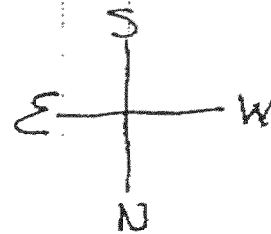
TABOR SQUARE South LOT

LADI LOI



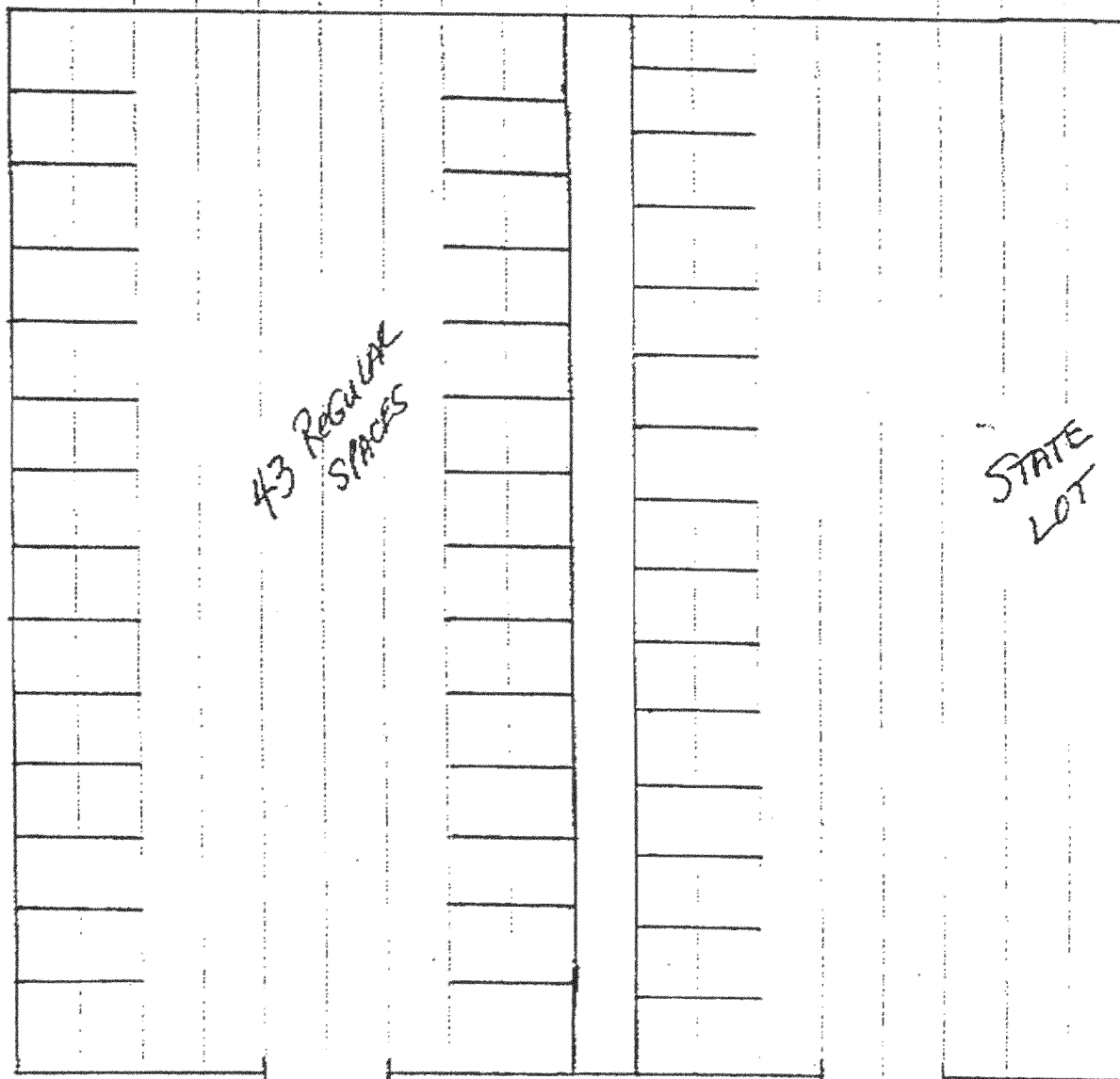
7 REGULAR  
1 VISITOR

TABOR  
SQUARE



9

1 HOOK SQUARE UTILITY LOT



43 REGULAR  
SPACES

STATE  
LOT

BELMONT

