

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 2010-023

Approving a Short Term Office Space Agreement with the State of Oregon Department of Human Services for Space at County Department of Human Services Located at Cherry Blossom Plaza to Allow the Transition of State Personnel to County Personnel

The Multnomah County Board of Commissioners Finds:

- a. The On The Move (OTM) Program, a grant-funded nursing facility transition initiative, was implemented in April 2008. At that time, the State Department of Seniors and People with Disabilities (SPD) made the decision to administer the program and supervise the staff from the SPD central office in Salem.
- b. SPD has asked the County to consent to the temporary placement of OTM Staff with the local Area Agency on Aging (AAA) staff at a County facility, pending the permanent transfer of the program staff and funds to the County in July of 2010.
- c. County Aging and Disability Services (ADS) plans to station the three OTM staff with its existing Transition and Diversion Team in the ADS Mid County office; space the County leases from American Property Management.
- d. This Office Space Agreement (OSA) is a sub-lease of a certain portion of the County leased premises and will allow the State the use of the space on a gratis basis. This OSA is to 6/30/2010. A copy of the proposed OSA is attached identified as exhibit A to this Resolution.
- e. The State OTM staff are to become County employees effective July 1, 2010. First year anticipated funds from the State for FY11 are approximately \$270,000.00.
- f. The attached short term OSA provides for the space needed for the three OTM staff during the transition period to June 30, 2010.
- g. The County has determined the space identified in the OSA is not needed for County purposes during the term of the OSA and it is in the public interest to execute the OSA.

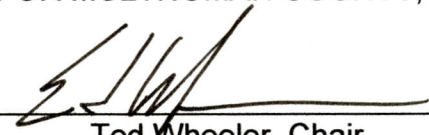
The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to execute the short term Office Space Agreement as in substantial compliance with Exhibit A.
2. The County Chair is authorized to execute renewals and or amendments to the short term Office Space Agreement without further Board action.

ADOPTED this 25th day of February 2010.

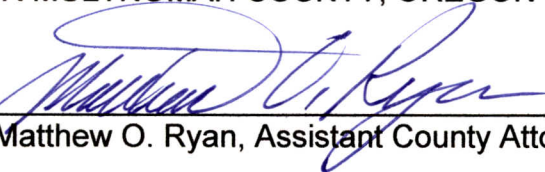


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

Mindy Harris, Director, Dept. of County Management

EXHIBIT A

Office & Document # **SP-15-221**

Division **SPD**

Office of Facilities

Office Space Agreement

I. Term			
TERM: Date of Agreement: 02/03/10		Agreement effective through: 06/30/10	
Landlord:	Multnomah County	Tenant:	State of Oregon Department of Human Services
Mailing Address:	421 SW Oak St., Suite 510 Portland, OR 97204	Mailing Address:	500 Summer ST NE E90 Salem, Oregon 97301-1115
Contact:	Catherine Clay-Eckton	Contact:	Linda Riddell or Successor
Phone:	(503) 988-5460	Phone:	(503) 945-5817
Fax:	(503) 988-3656	Fax:	(503) 947-5316
E-mail:	c.clay-eckton@co.multnomah.or.us	E-mail:	Linda.C.Riddell@state.or.us
Fed ID:	9360023009	Fed ID:	N/A
II. Premises			
Approximately 250 dedicated square feet and 200 square feet of common area for a total of 450 square feet.		Located at: Address: 10615 SE Cherry Blossom Dr	
Floor plan attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		City: Portland State, Zip OR, 97216-3103	
III. Rent			
The Monthly Base Rent shall be paid in arrears: The Base Rent for any partial month shall be prorated on a per diem basis.			
OFFICE SPACE AGREEMENT PERIOD		MONTHLY BASE RENT	
02/03/10 TO 06/30/10		\$ 0.00	
TO		\$	
TO		\$	
TO		\$	
IV. Purpose / Use of Space			
Purpose: To house OTM employees that will become county employees on July 1, 2010. These employees give services to clients in need of the "One the Move" program for transportation needs.			
The following equipment of Tenant is on-site: Savin Copy, Fax, Scanner, Computer. This listing may be changed in writing, as equipment changes are made.			

Tenant's staff will occupy the Premises on the following week days: Mon - Fri	Number of staff: 3	Working Hours: 8:00 am-- 5:00 pm
V. Termination		
Either party may terminate this Office Space Agreement without any further obligation or liability to the other with not less than ninety (90) days prior written notice.		
VI. Control of Premises		
Tenant shall have quiet enjoyment of the Premises and Landlord shall provide the Premises free of interference by third parties. Landlord shall provide Tenant's staff, clients, and visitors safe and clear access to the Premises.		
VII. CONFIDENTIALITY		
Landlord understands that information obtained in connection with this Office Space Agreement may include or consist of protected health information about individuals that is protected by the Health Insurance Portability and Accountability Act (HIPAA) privacy and security rules, 45 CFR Parts 160 and 164, or other confidential information that is protected by federal or state confidentiality laws (e.g., information about applicants for or recipients of public assistance or child welfare services or services for seniors or persons with disabilities). Landlord agrees to implement reasonable and appropriate safeguards to protect the confidentiality and security of the confidential information, consistent with Tenant's confidentiality and security policies at DHS* which are hereby made applicable to Landlord. (If Tenant is a business associate of DHS, the business associate requirements established in the separate contract or intergovernmental agreement between Landlord and Tenant continue to apply.) Landlord will immediately report to Tenant any unauthorized use or disclosure of protected health information or other confidential information of which Landlord becomes aware, and take such corrective actions as Tenant determines to be appropriate.		
VIII. Access		
Landlord shall provide Tenant staff, clients, and visitor's safe and clear access to Tenant's portion of the premises.		
IX. Parking		
Tenant and Tenant's clients may share the designated parking area with Landlord. There are no spaces dedicated or assigned specifically to Tenant.		

* Webpage: <http://www.dhs.state.or.us/policy/admin/polindex.htm>

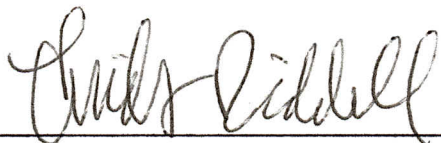
DHS Policies:

- DHS-090-001 DHS Information Security
- DHS-090-009 Desktop and Laptop Computer Security
- AS-100-01 General Policy
- AS-100-005 Administrative, Technical and Physical Safeguards


X. Signatures

This Office Space Agreement constitutes the entire agreement of the parties and may be amended only in writing.

TENANT: State of Oregon by and through its Department of Human Services

By:  Date: 2/3/10
Department of Human Services Office of Facilities, Administrator

LANDLORD:

By:  Date: 03/02/2010
Ted Wheeler, Multnomah County Chair

Billing Address (if different than Landlord address as shown on page 1)

Name:

Mailing Address:

Contact:

Phone:

Fax:

E-mail:

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY 

ASSISTANT COUNTY ATTORNEY

DATE 2/23/2010